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 May 11, 2026, meetings is below. All meetings will be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

WebEx call in information for the week of May 11, 2026:

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

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

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, May 8, 2026, and ending at 6:00 p.m. on Monday, May 11, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on May 11, 2026. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

THE CITY OF SPOKANE

UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, MAY 11, 2026

MISSION STATEMENT

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

MAYOR LISA BROWN
COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER SARAH DIXIT
COUNCIL MEMBER KATE TELIS
COUNCIL MEMBER PAUL DILLON
COUNCIL MEMBER KITTY KLITZKE
COUNCIL MEMBER ZACK ZAPPONE

CITY COUNCIL CHAMBERS
CITY HALL
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**
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 on the Council's documents webpage. (https://my.spokanecity.org/citycouncil/documents/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. (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 3:30 p.m. Agenda Review Session or the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

REPORTS, CONTRACTS, AND CLAIMS

The reports, contracts, and claims 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 reports, contracts, and claims agenda.

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

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Purchase from Beckwith & Kuffel, Inc. (Seattle, WA) of a high-pressure air compressor complete package for Upriver Dam Powerhouse 2—$71,298.92. (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone) Reiner Hershaw	Approve	OPR 2026-0401 RFQ 6519-26
2. Preventative Maintenance Agreement with Aubrey Silvey Enterprises, Inc. (Carrollton, GA) for service and repair of two 13.8kv oil-cooled transformers at the Upriver Hydroelectric Project from June 1, 2026, through May 31, 2027—$111,147.39 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone) Reiner Hershaw	Approve	OPR 2026-0402 RFQ 6517-26
3. Contract Amendment with Mesa Associates, Inc. (Madison, AL) for additional engineering and project management support for their design to replace the existing gantry crane at the Upriver Dam spillway—additional $32,240 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone) Reiner Hershaw	Approve	OPR 2025-0501 RFQu 6402-25

4.	Recommendation to list the Wolfle-Trunkey House & Garage located at 415 E. 12th Avenue on the Spokane Register of Historic Places. (Council Sponsors: Council Members Dillon and Telis) **Megan Duvall**	Approve & Auth. Mgmt. Agreement	OPR 2026-0403
5.	Contract Renewal 1 of 2 with ALLOne Health Resources, Inc. (Wilkes-Barre, PA) to provide an employee assistance program for City of Spokane employees from April 1, 2026, through March 31, 2027—$59,664 (incl. tax). (Council Sponsors: Council Members Zappone and Dixit) **Allison Adam**	Approve	OPR 2023-0316 RFP 5780-22
6.	Contract Renewal with Hyland Software, Inc. (Westlake, OH) OnBase software support and maintenance from April 1, 2026, through March 31, 2030—$343,419.96 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) **Peggy Lund**	Approve	OPR 2025-0305
7.	Capital Agreement No. 26-96330-008 with the Washington State Department of Commerce to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for the 315 W 9th Senior Affordable Housing project—$945,446. (Relates to Special Budget Ordinance C36868) (Council Sponsor: Council Member Zappone) **Nate Sulya**	Approve	OPR 2026-0404
8.	Capital Agreement No. 26-96330-006 with the Washington State Department of Commerce to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for the Ben Burr and Threshold project—$1,000,000. (Relates to Special Budget Ordinance C36868) (Council Sponsor: Council Member Zappone) **Nate Sulya**	Approve	OPR 2026-0405
9.	Multiple Family Housing Property Tax Exemption Conditional Agreement with Quigley 2 LLC for the property located at 6030 N. Ruby Street, to create 7 dwelling units. Following construction, the project intends to finalize under the 12-year exemption. The Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council Members Zappone and Dixit) **Hollis Staal**	Approve	OPR 2026-0406

10. Report of the Mayor of pending:	**Approve & Authorize Payments**	
a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2026, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.		**CPR 2026-0002**
b. Payroll claims of previously approved obligations through _____, 2026: $_____.		**CPR 2026-0003**
11. Minutes:	**Approve All**	
a. City Council Meeting Minutes: _____, 2026.		**CPR 2026-0013**
b. City Council Standing Committee Meeting Minutes: _____, 2026.		

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36868 **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept grant funds awarded by the Department of Commerce's Connecting Housing to Infrastructure Program (CHIP), and declaring an emergency. [Relates to Reports, Contracts, and Claims Agenda Item Nos. 7 (OPR 2026-0404) and 8 (OPR 2026-0405)] (Council Sponsors: Council Members Zappone and Dixit)**
Nate Sulya

ORD C36869 **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to authorize nine additional Parks & Recreation positions, and declaring an emergency. (Council Sponsors: Council Members Zappone and Dixit)**
Jason Conley

ORD C36870 **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to implement the interdepartmental agreement of green area maintenance, and declaring an emergency. (Council Sponsors: Council Members Zappone and Dixit)**
Chris Averyt

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2026-0028 Approving an Existing Sidewalk Maintenance and Minor Repairs Public Rule. (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Jason Ruffing and Adam McDaniel

RES 2026-0029 Approving an Activation of Public Spaces Public Rule. (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Adam McDaniel

RES 2026-0030 Setting forth the City Council's approval and endorsement of funding for contracts for Housing and Homeless Services (HHS) arising from the Community Development Block Grant (CDBG) program allocation. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action. (Council Sponsors: Council Members Zappone and Dixit)
Heather Page

RES 2026-0031 Approving the 2026 Annual Action Plan for CDBG, HOME, and ESG federal grant programs and approval to enter into agreements with HUD and awarded organizations—$4,475,304.60. (Council Sponsors: Council Members Zappone and Dixit)
Heather Page

RES 2026-0032 Setting forth the City Council's approval and endorsement of funding for Broadway Foods and Broadway Laundromat from the Neighborhood Projects area of the West Quadrant Tax Increment Financing district and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council action. (Council Sponsors: Council Members Klitzke and Zappone)
Kevin Friebott

RES 2026-0033 Setting forth the City Council's approval and endorsement of funding for Habitat for Humanity from the Neighborhood Projects area of the West Quadrant Tax Increment Financing district and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council action. (Council Sponsors: Council Members Klitzke and Zappone)
Kevin Friebott

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

ORD C36867 **To consolidate and further amend two active interim zoning ordinances, Ordinance C36699 and Ordinance C36748, concerning planned unit developments; extending the expiration of both; further modifying section 17G.070.030; and reiterating a work program. (Council Sponsors: Council Members Dillon and Cathcart)**
Spencer Gardner

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (https://my.spokanecity.org/citycouncil/documents/) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here https://my.spokanecity.org/citycouncil/meetings/signup/. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The May 11, 2026, Regular Legislative Session of the City Council is adjourned to May 18, 2026.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

Agenda Sheet for City Council: **Committee:** PIES **Date:** 04/13/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 05/11/2026		**Date Rec'd**	4/1/2026
		Clerk's File #	OPR 2026-0401
		Cross Ref #	
		Project #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFQ 6519-26
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	HI-PRESSURE AIR COMPRESSOR - COMPLETE PACKAGE		

Agenda Wording

Replacement of failing High-Pressure air compressor to continue operation of Upriver Dam Powerhouse 2

Summary (Background)

This project is to replace the failing hi-pressure air compressor in Powerhouse 2 at the Upriver Hydroelectric Project. The existing air compressor is failing due to being undersized and therefore ran past its duty cycle. This replacement air compressor will provide the powerhouse with an appropriately sized system to improve reliability and reduce downtime. Powerhouse 2 at Upriver is a critical asset used to offset the cost of pumping water in the entire distribution system.

What impacts would the proposal have on historically excluded communities?

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

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

This work is for the Upriver Hydroelectric project and is not a public-facing program.

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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, ensure worker safety, and increase power production.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 71,298.92
Current Year Cost	$ 71,298.92
Subsequent Year(s) Cost	$

Narrative

This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding.

Amount		Budget Account
Revenue	$ 71,298.92	# 4100-42490-94340-56501-11082
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Water Dept CIP, 4100-42490-94340-56501-11082

Expense Occurrence	One-Time

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

Increase to hydroelectric power generation.

Approvals		Additional Approvals	
Dept Head	SAKAMOTO, JAMES	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

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rrpenaluna@spokanecity.org	nrussell@spokanecity.org
kyoung@spokanecity.org	

Committee Briefing Paper
Public Infrastructure, Environment & Sustainability Committee

Committee Date	4-13-26
Submitting Department	Water and Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Hi-Pressure Air Compressor – Complete Package
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This project is to replace the failing hi-pressure air compressor in Powerhouse 2 at the Upriver Hydroelectric Project. The existing air compressor is failing due to being undersized and therefore ran past its duty cycle. This replacement air compressor will provide the powerhouse with an appropriately sized system to improve reliability and reduce downtime. Powerhouse 2 at Upriver is a critical asset used to offset the cost of pumping water in the entire distribution system.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: 71,298.92

Current year cost: $71,298.92

Subsequent year(s) cost:

Narrative: This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Water Dept CIP, 4100-42490-94340-56501-11082

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Increase to hydroelectric power generation.

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

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

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

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  This work is for the Upriver Hydroelectric project and is not a public-facing program.

- 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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, ensure worker safety, and increase power production.

Council Subcommittee Review

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

Bid Response Summary

Bid Number	RFQ 6519-26
Bid Title	Hi - Pressure Air Compressor - Complete Package
Due Date	Friday, February 20, 2026 1:04:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Beckwith & Kuffel
Submitted By	Carrie Roling - Monday, February 16, 2026 8:57:27 AM [(UTC-08:00) Pacific Time (US & Canada)] croling@b-k.com 2067676700
Comments	

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	509-564-4036 (rtorres@b-k.com)
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in April 2026. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	Understood and Agreed
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
	3	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
Product Specifications			
	1	2-stage, 2-cylinder, air cooled, 40bar @ 24CFM, 20hp, 480v 3p, 1.4liter oil capacity	I acknowledge and I agree
	2	Total bid to include cost for the following:	I acknowledge and I agree
	3	Field Service Startup	I acknowledge and I agree
	4	Field Service 1000-hour service	I acknowledge and I agree
	5	Field Service; Break in 50-hour service	I acknowledge and I agree
	6	All Transportation (truck) travel and labor costs shall be included in this bid	I acknowledge and agree

	7	What is the lead time for delivery	20-22 WEEKS
Special Instructions			
	1	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I acknowledge and agree
	2	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I acknowledge and agree
	3	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I acknowledge and agree
	3	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I acknowledge and agree
Delivery			
	1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
	2	All product shall be ordered/delivered FOB: Destination to Water & Hydroelectric Service Department 2701 N Waterworks St Spokane WA 99212 .	Understood and Agreed
Bid			
	1	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.	
	Addenda	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	0
	Miscellaneous	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (60) calendar days after the stated submittal date.	I acknowledge and agree
Additional Items			
	1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Payment Terms			
	1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent’s pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed

Business Registration Requirement			
	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Understood and Agreed
	2	Supplier's Business Registration No.	91-1070967
Proprietary Information/Public Disclosure			
	1	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I acknowledge and agree
INTERLOCAL PURCHASE AGREEMENTS			
	1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. . The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I acknowledge and agree
Polychlorinated Biphenyls (PCBs)			

	1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed
	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	3	If so, were PCBs found at a measurable level?	No
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	5	If so, note from whom the results can be obtained.	
	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions			
	1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Understood and Agreed
MISCELLANEOUS			
	1	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.	B25-07276 - QUOTE BUNDLE.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Product Specifications									
	1	Hi pressure Air compressor complete package	Base	ea	1.00	$63,681.00	$63,681.00		
	2	Sales Tax 9.1%	Base	ea	1.00	$5,474.11	$5,474.11		
Total Base Bid	$69,155.11								

Granich
A BECKWITH & KUFFEL COMPANY

Emergency Service
24 Hours a Day
365 Days a Year

Quote Number: B25-07276-A

Quote Date:	Customer ID:	Cust.Reference:	Territory:
1/13/2026	B: CSP5 S: CSP5	RT - HIGH PRESSURE	ME-SPOK
Customer Contact:		**Cust. Phone / Fax**	**Exemption:**
Cary Rickman		P: 509-742-8155 F:	Cert#: Exp:
Customer Email: crickman@spokanecity.org			
Payment Terms: NET 30			

Sell To: CITY OF SPOKANE - UPRIVER DAM
Cary Rickman
2701 N. WATERWORKS
SPOKANE, WA 99212
USA

Ship To: CITY OF SPOKANE - UPRIVER DAM
2701 N. WATERWORKS
SPOKANE, WA 99212
USA

Ship Date: 20-22WK LEAD TIME

FOB: FACTORY
Freight Terms: PREPAY & ADD

Line No.	Number	Description	Qty	Unit Price	Total Price
10000	ZZ-26-01016	REAVELL 2STG,2CYL,AC HIGH PRESSURE 20HP COMPRESSOR	1	57,045.00	57,045.00*
		GD COMPREC, ZZ-26-01016, 2 STAGE - 2 CYLINDER, AIR COOLED, 1.4LITER OIL CAPACITY , 40BAR@34CFM, 20HP, 3/60/460V, COMPRESSOR INCLUDES: INTAKE SUCTION FILTER/SILENCER, PRESSURE GAUGE & HIGH TEMP CUT-OUT, SAFETY VALVE, OIL/WATER SEPERATOR, OIL LEVEL SIGHT GLASS, STARTER CONTROL PANEL, START/STOP & RESET PUSH BUTTONS, DELAY TO LOAD TIMER, B25-07276-A			
15000	98384.1020	GD RVL, SYNTECK 'S' RECPR, OIL 1-LITR	1	102.00	102.00*
20000	T-FIELD SERVICE	FIELD SERVICE - STARTUP	1	2,132.00	2,132.00*
	525 LABOR	EQUIPMENT STARTUP			
		TRAVEL HOURS - EXTENDED			
30000	TRSVC53	TRUCK 53 - KENNEWICK - LUIS GARCIA - 9828	288		0.00*
40000	T-FIELD SERVICE	FIELD SERVICE - BREAK-IN 50 HR SERVCIE	1	1,907.00	1,907.00*
	105 LABOR	BREAK IN SERVICE			
		TRAVEL HOURS - EXTENDED			
50000	TRSVC53	TRUCK 53 - KENNEWICK - LUIS GARCIA - 9828	288		0.00*
60000	T-FIELD SERVICE	FIELD SERVICE - 1000 HR PM SERVICE	1	2,495.00	2,495.00*

Granich
A BECKWITH & KUFFEL COMPANY

Emergency Service
24 Hours a Day
365 Days a Year

Quote Number: B25-07276-A

Quote Date:	Customer ID:	Cust.Reference:	Territory:
1/13/2026	B: CSP5 S: CSP5	RT - HIGH PRESSURE	ME-SPOK
Customer Contact:		**Cust. Phone / Fax**	**Exemption:**
Cary Rickman		P: 509-742-8155 F:	Cert#: Exp:
Customer Email: crickman@spokanecity.org			
Payment Terms: NET 30			

Sell To: CITY OF SPOKANE - UPRIVER DAM
Cary Rickman
2701 N. WATERWORKS
SPOKANE, WA 99212
USA

Ship To: CITY OF SPOKANE - UPRIVER DAM
2701 N. WATERWORKS
SPOKANE, WA 99212
USA

Ship Date: 20-22WK LEAD TIME

FOB: FACTORY
Freight Terms: PREPAY & ADD

Line No.	Number	Description	Qty	Unit Price	Total Price
	105 LABOR	1000 HOUR (MINOR) SERVICE			
		TRAVEL HOURS - EXTENDED			
70000	TRSVC53	TRUCK 53 - KENNEWICK - LUIS GARCIA - 9828	288		0.00*

Comments:

Subtotal:	63,681.00
Est. Tax (9.10%):	5,474.11*
Shipping & Handling:	See Terms
Total - Check/Cash:	**69,155.11**
Total - Credit Card:	**71,298.92**

Payment Schedule (Cash/Check):	Payment 1	Payment 2	Payment 3
	17,288.78	24,204.29	Remainder

Equipment Financing available upon request.

Submitted by: Ramon Torres **Accepted by:** _____

Terms and Conditions of Sale: This transaction will be governed only by Beckwith & Kuffel (B&K) Terms and Conditions of Sale, form BK-531-R25. Those terms and conditions are found at https://www.b-k.com/terms . Customer accepts these terms and conditions by signing and returning B&K's quote, by sending a purchase order in response to the quote, by instructing B&K to ship the product, or otherwise proceeding with this transaction. B&K objects to any additional or other terms and does not agree to be bound by them.

Tariff Statement: The pricing outlined in this proposal is based on current market conditions at the time the proposal was developed. This proposal does not incorporate any potential impact from pending or future tariffs, duties, or changes to U.S. customs regulations. Given the evolving nature of trade policies and import requirements, pricing is subject to change without notice to reflect any adjustments in customs duties, tariffs, or other regulatory costs that may affect the total landed cost of goods. We remain committed to transparency and will notify you promptly of any material changes impacting pricing.

Limitations of Liability: In no event will B&K be liable for any consequential, indirect, special, incidental, or exemplary damages, including but not limited to any loss of use or under-utilization of labor or facilities, loss of revenue or anticipated profits, and cost of procurement of substitute goods.

Credit Approval: Subject to Beckwith & Kuffel Credit Department approval.

Payment Terms:

Under $50,000	Due based on specified terms from date of shipment.
Over $50,000	Prepayment shall apply to all orders over $50,000 as follows unless specified on the body of the sales quote. Prepayments are Due Upon Receipt of invoice.
25% of Total	Due upon order acceptance by B&K
35% of Total	Due upon Release to Manufacture or Submittal / Drawing Approval
Remainder	Due based on specified terms after date of shipment

Finance Charge: A carrying charge of 1.5% per month will apply to all amounts past due over 30 days.

Credit Card Sales: An additional 3.1% fee will be charged for all credit/purchase card payments to cover additional transaction costs.

Sales Tax: Washington State Sales Tax (WSST) may apply to this order.

A. **Customers located in Washington State:** must pay Washington State Sales Tax (**WSST**) on all orders delivered or picked up within Washington State unless B&K has in its possession an accurate and current resale or exemption tax certificate on file for your company. If you have a certificate on file with B&K please advise if tax is to be applied or not at the time of order.

   a. If no certificate is on file at B&K and this purchase **IS NOT** subject to WSST, then an applicable certificate is required with your order or WSST is required to be charged.

   b. Sales Tax Exemption Certificate information for your company currently on file as follows:

      i. Certificate #:

      ii. Exemption Through:

B. **Customers located in the State of Oregon**: must obtain a corporate nonresident permit from the Washington State Department of Revenue in order to purchase goods in Washington State to not legally be required to pay WSST.

C. **Customers located outside the States of Washington and Oregon:** ***DO NOT PAY*** WSST on items purchased provided the goods are delivered out of state. However, various nexus agreements between the states may require collection of local sales tax for drop shipped items. If the goods are picked up by or delivered to the customer in Washington State, then state law (WAC 458-20-193) requires WSST to be paid unless the company provides a certificate as described in **A** above.

Duration: Valid for 30 days from the date of the Quotation.

Warranty: Manufacturer's Standard Warranty will apply.

FOB Point: Factory, unless otherwise specified in the quotation.

Shipping & Handling Charges: Charges will be added for packaging, crating, and/or export boxing requirements as required by the shipping company or other entity.

Inbound: Inbound Shipping & Handling will be billed as a separate item on an invoice.
Outbound: Outbound Shipping & Handling will be Prepaid and Added to the invoice, unless otherwise specified.

Remittance Advice:
Beckwith & Kuffel, Inc.
PO Box 94589
Seattle, WA 98124-6889

For complete Terms and Conditions, see: https://www.b-k.com/terms

5211 Air-Cooled Compressor

Reavell

HIGH PRESSURE SOLUTIONS

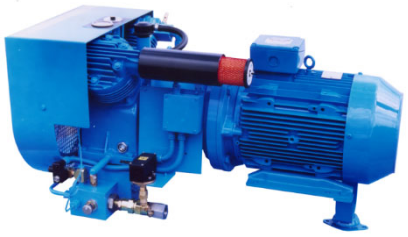
TECHNICAL SPECIFICATION

Compressor: Reavell model 5211, 2-Stage, 2-Cylinder, Single-Acting, Air-Cooled, Oil-Lubricated, Vee Configuration, Reciprocating, Air Compressor arranged for Direct Drive via flange mounting with flexible coupling by an electric motor (IP55, 3/60/460).

Duty:

- Inlet Pressure — Ambient (0.0 psig)
- Working Pressure — 580 PSIG
- Charging Rate — 34 CFM
- Compressor Speed — 1760 RPM
- Motor Rating — 15kW (20HP)

** Performance measurement is based on standard conditions and generally in accordance with ISO1217:2009. The compressor in this proposal is configured for service of 100% air. For operational reasons, the oxygen content of the gas mix must not exceed levels that can be found in the atmosphere (nominal 22%).



Typical 2 stage compressor with direct drive

NOTE: The 5211 compressor offered is a conventional oil lubricated machine and as with machines of this type, there will be a certain amount of oil carry-over in the delivered compressed air.

Scope of Supply includes the following accessories and features:

- Intake suction filter/silencer
- Gauge panel with: Final delivery pressure gauge and high temperature cut-out
- Safety valve on all stages
- Multi-pass tubular inter and after coolers
- Final delivery oil and moisture separator
- Splash lubrication oil system
- Oil level sight glass
- Electronically operated unloading/drainage system (solenoid valve controlled)
- Non-return valve (Final delivery)
- Controlling air pressure switch (Shipped Loose)
- Drive with:

  - Compressor flywheel half coupling
  - Motor half coupling
  - Flexible drive coupling
  - Bell housing
  - Electric Motor, IP55, 3/60/460 HZ
- Package anti-vibration mounts

Starter Control Panel: To control the compressor, the proposal includes a Star Delta starter/control panel, (supplied loose) with an IP55 sheet steel enclosure. Interconnecting wiring to the panel is by others. Panel suitable for operation with a 60 Hz power supply and will incorporate the following:

- Door Interlocked Isolator
- Control circuit transformer
- Control Circuit Fuse
- Delay to Load Timer.
- Start/Stop Pushbuttons & Reset Pushbutton

The compressor will be arranged for automatic stop/start control by means of an air pressure switch working in conjunction with the electrically operated unloading/drainage system fitted. It will be the responsibility of others for this discharge point to be connected to a suitable collection area at the time of installation.

Painting: The compressor will be finish painted to our standard finish.

Compressor oil is not included in the proposal with the equipment. Approved oils to be used for warranty coverage.

The equipment is designed for use in an indoor, non-hazardous, non-corrosive or toxic environment for intermittent operation.

5211 Air-Cooled Compressor

Reavell

HIGH PRESSURE SOLUTIONS

COMMERCIAL SECTION

Price:

Item	Qty.	Description	Unit price	Total Price
1	1	**Model 5211** 2-Stage, 2-Cylinder, Single-Acting, Air-Cooled, Vee Configuration, Reciprocating, Air Compressor arranged for Direct Drive with 15 kW (20 HP) motor. Star Delta starter/control panel, supplied loose.	See Quote	See Quote
2	1	Start-up, Break In-Service and 1st PM service	Included	Included

Dispatch: The current lead time for the equipment offered is 22-26 working weeks from our UK facility (plus additional 4-6 weeks for sea freight) from acceptance of your official order with full instructions, enabling us to proceed with uninterrupted manufacture. This lead-time should be confirmed at time of ordering.

Misc: Please note that it is necessary to use genuine Reavell parts, recommended lubricants and follow our laid down service & maintenance procedures in order to maintain warranty coverage.

As the compressor package is supplied on anti-vibration mounts, it will be necessary for the user or installer to provide flexible hose connections on all termination points on the set.

Validity: Offer valid for 30 days from date of quotation.

Payment Terms/Conditions of Sale: This quotation is made in accordance with our standard conditions of sale.

Conditions of Offer: This quotation is a proposal and is based upon information, technical or otherwise, provided to us at the time. Full compliance with all enquiry documents must not be assumed unless specifically stated within the quotation. If an order is received that is not a simple acceptance of the quotation, then unless we have specifically confirmed full compliance within the quotation it is to be understood that a contract has not been established until such times as both parties are in full agreement as to governing terms, conditions and specifications.

GENERAL COMMENTS/NOTES

5211 Air-Cooled Compressor

Reavell

HIGH PRESSURE SOLUTIONS

Quality Standards: Reavell compressors / booster and modules incorporate manufacturer's standard equipment and selected components in order to manufacture specific packages for the compression of Air and Gases. Reavell design, manufacture, testing is based in general on the following standards:

- 2006/42/EC Machinery Directive
- BS EN292 Safety of Machinery
- BS EN1012-1 Compressors – safety requirements
- 2014/68/EU Pressure Equipment Directive
- 2014/34/EU Equipment and Protective Systems Intended for Use in Potentially Explosive Atmosphere (ATEX) Directive

Our quality systems are accredited with ISO 9001 approval by Lloyd's Quality Assurance.

Design, Manufacture, and Testing: The proposed package of equipment would be designed, manufactured and tested to our own standards at our factory. Compressor and package designs use British Standards and European machinery directives for guidance where appropriate in the manufacture of our equipment. The equipment is designed for use in an indoor, non-hazardous, non-corrosive or toxic environment.

Lubrication: This quotation does not include any materials or labor associated with installation. Compressors are, as a standard, supplied dry and without oil. The first fill of lubricant will be required prior to the machine being installed and commissioned. The compressor will require running-in on a recommended mineral oil for a given period of time prior to draining of the running-in lubricant and replacement with recommended oil for process operation. Approved oils must be utilized.

Pressure Equipment Directive: The equipment specified in this quotation complies with the Pressure Equipment Directive 97/23/EU. Our Nominated Body is Lloyds Register, Ref. No. 0038.

Documentation Supplied: Each compressor set is supplied one electronic copy of the General Arrangement drawing, P & I Diagram and one electronic copy of our standard O & M manual supplied. Further documentation can be quoted for against specific project requirements if necessary.

Manuals: Each Compressor set is supplied with one electronic copy of the Operation and Maintenance (O & M) Manual and parts list.

Warranty: 12 months from commissioning or 18 months from dispatch from our factory, whichever is sooner.

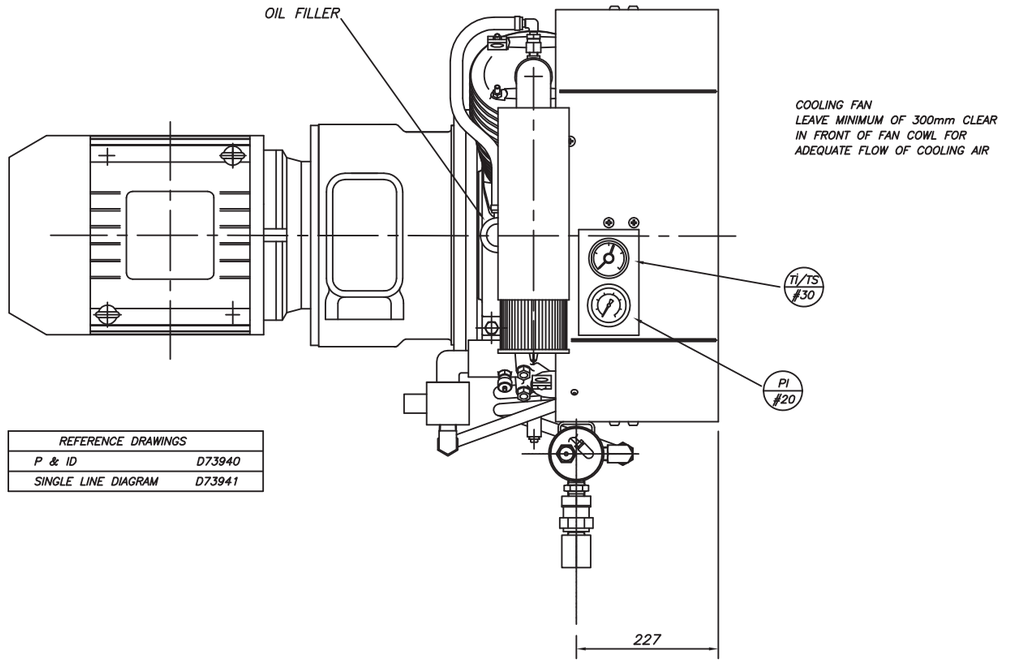
Warning: The proposed compressor has been configured for the duty as listed with within this proposal, and key parts of the total package have been matched to that service. Any change in the duty to which the machine is subjected may be dangerous and may risk property damage, personal injury, or death.

This machine is not configured for or suitable for the use of combustible or explosive gases, which could, with this machine, subject the purchaser, user, or bystanders to the risks of explosions and fire, including property damage, personal injury and death.

The filter and pressure devices are essential to the safe operation of the machine and no other shall be substituted other than as instructed by Ingersoll Rand. Failure to properly install, maintain, and rely upon the appropriate filter and inlet pressure devices will constitute misuse, will void any warranty, and will subject the purchaser and personnel in the vicinity of the machine to the risk of property damage, personal injury, or death.

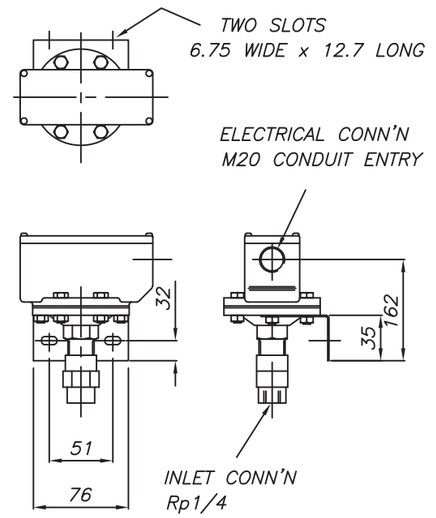
INLET PRESSURE		ATMOSPHERIC
COMPRESSOR SPEED (NOMINAL)		1760rpm
APPROXIMATE O/ALL WEIGHT		290kgs
ELECTRICAL DETAILS		
MOTOR	15KW	460V/3/60hz
DDV SOLENOIDS		110V/1/60hz
CONNECTION DETAILS		
TP1 INLET		N/A FILTER/SILENCER
TP2 FINAL DELIVERY:		3/4" NPT (F)
TP5A CONDENSATE DRAIN:		1/2" NPT (F)
TP5B CONDENSATE DRAIN:		1/4" NPT (F)

LOOSE ITEMS
1 OFF 98524.1088 – PRESS. SWITCH BRKT.
1 OFF 98524.1137 – UNLOADING PRESS SWITCH – 1381V
1 OFF Y/98520.1852 – S/C PANEL – 20HP (15KW) 460/3/60Hz

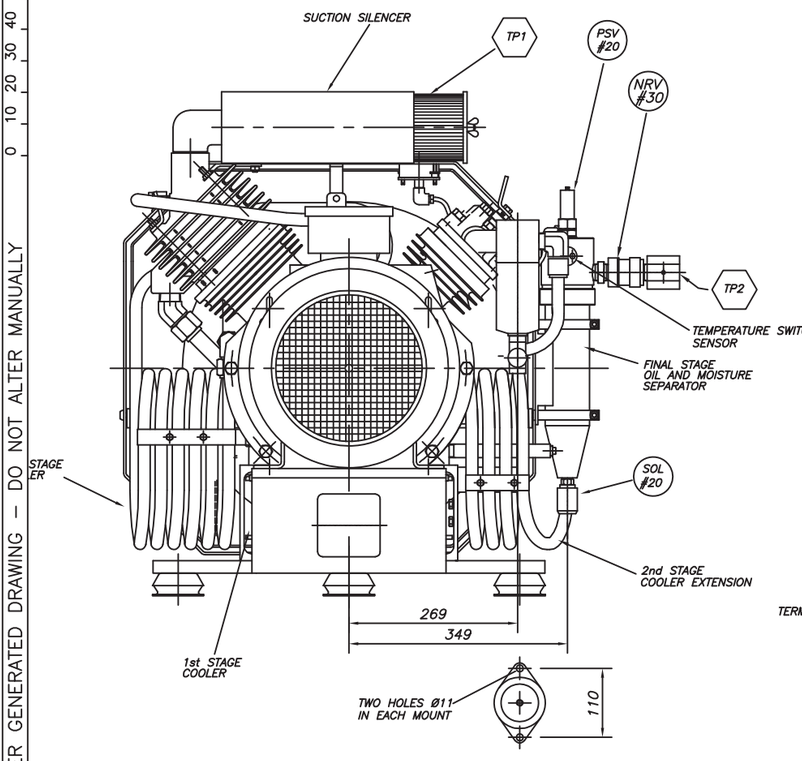


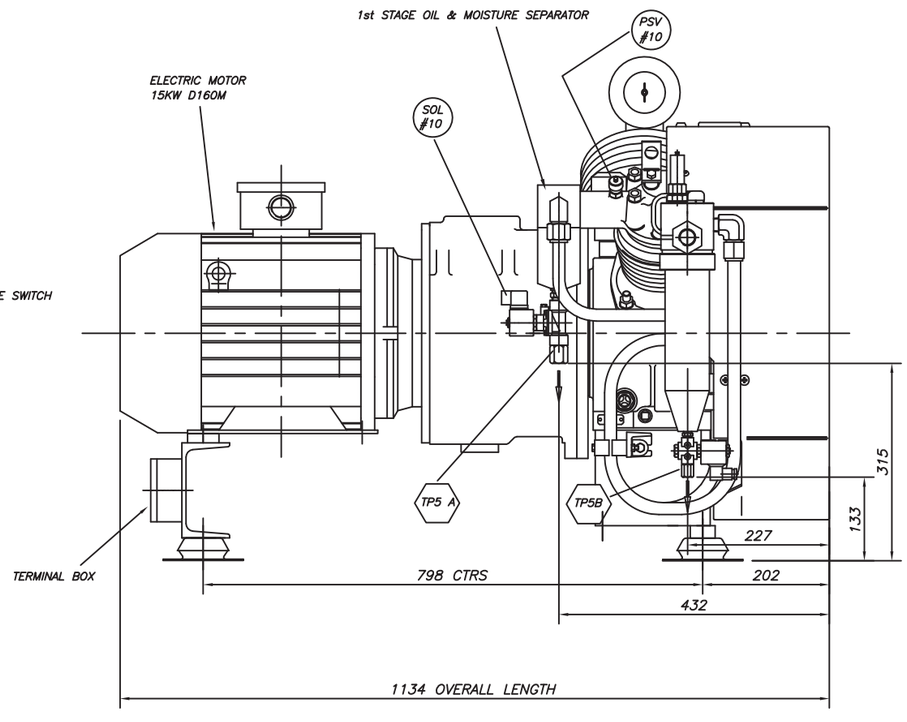
COOLING FAN
LEAVE MINIMUM OF 300mm CLEAR IN FRONT OF FAN COWL FOR ADEQUATE FLOW OF COOLING AIR

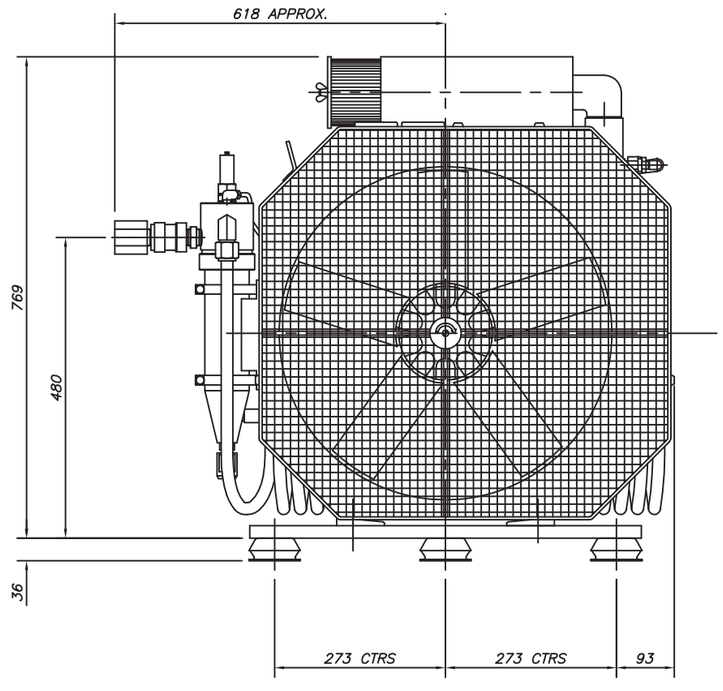
REFERENCE DRAWINGS	
P & ID	D73940
SINGLE LINE DIAGRAM	D73941



DETAIL OF FINAL
AIR PRESSURE SWITCH







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Gardner Denver

DO NOT SCALE – IF IN DOUBT ASK

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© AS ISSUE DATE

THIRD ANGLE PROJECTION

STATUS SIZE A1L–E
LOCATION
SOFTWARE AutoCAD 2013
VAULT PROFFESIONAL 2013

MATERIAL
MATL. CODE PATTERN No.

MANUFACTURING TOLERANCES TO BE AS FOLLOWS UNLESS OTHERWISE STATED
MACHINED ±0.3 ANGULAR ±0.5°
FABRICATED ±1.5 CAST BS6615 CT9
DIMENSIONS IN MILLIMETRES SURFACE TEXTURE VALUE IN MICROMETRES
MACHINE WERE MARKED..... REMOVE SHARP EDGES

SCALE (A1 PLOT) ———
PRODUCT 5211
JOB No. 2660365

DRAWN	J. MAYBURY	28/04/2015
REVISED	------	xx/xx/xxxx
APPROVED	MRP	07/05/2015

ISSUE DATE 07/05/2015
LAST MOD No. NONE

Gardner Denver Ltd.,
CLAYBROOK DRIVE
WASHBROOK INDUSTRIAL ESTATE
REDDITCH, B98 0DS, UK
TEL. +44 (0) 1527 838 200
www.gardnerdenver.com

GENERAL ARRG'T 5211

SHT No. 1 OF 1 SHTs	PHASE	DRAWING No.	ISSUE
	IP	A42116	A

RFQ 6519-26 Hi - Pressure Air Compressor - Complete Package						
	Description	**UOM**	**Quantity**	**Ingersoll Rand**	**Beckwith & Kuffel**	**NW Pump**
Lead time for delivery				10-12 weeks	20-22 weeks	10-12 weeks
1	Hi pressure Air compressor complete package	ea	1	$54,467.05	$63,681.00	$89,604.00
2	Sales Tax 9.1%	ea	1	$4,956.50	$5,474.11	$8,153.96
Total Extended				$59,423.55	$69,155.11	$97,757.96

Non responseive
Bidder

License Information:

New search Back to results

Entity name: BECKWITH & KUFFEL, INC.

Business name: BECKWITH & KUFFEL, INC.

Entity type: Profit Corporation

UBI #: 600-329-900

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1313 S 96TH ST
SEATTLE WA 98108-5011

Mailing address: 1313 S 96TH ST
SEATTLE WA 98108

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Bremerton General Business - Non-Resident	12470			Active	Jun-30-2026	Aug-04-1987
Port Townsend General Business - Non-Resident	012026			Active	Jun-30-2026	Nov-13-2017
Redmond General Business - Non-Resident				Active	Jun-30-2026	May-11-2022
Spokane General Business - Non-Resident	T13001357BUS			Active	Jun-30-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KUFFEL, FLORIAN LOUIS	
KUFFEL, NICHOLAS	
PIERSON, MIKE FRANCISCO	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
BECKWITH & KUFFEL INC	Active	Jul-14-2008

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/31/2026 10:34:30 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

INLET PRESSURE		ATMOSPHERIC
COMPRESSOR SPEED (NOMINAL)		1760rpm
APPROXIMATE O/ALL WEIGHT		290kgs
ELECTRICAL DETAILS		
MOTOR	15KW	460V/3/60hz
DDV SOLENOIDS		110V/1/60hz
CONNECTION DETAILS		
TP1 INLET		N/A FILTER/SILENCER
TP2 FINAL DELIVERY:		3/4" NPT (F)
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LOOSE ITEMS
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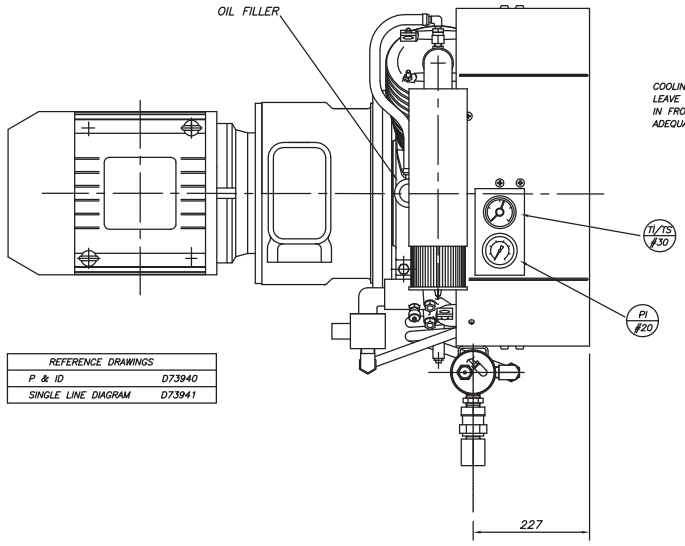
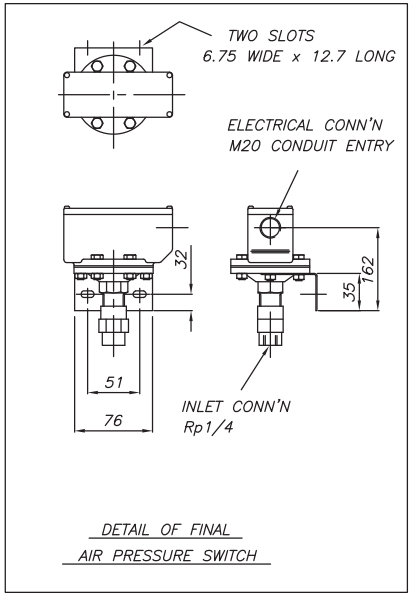
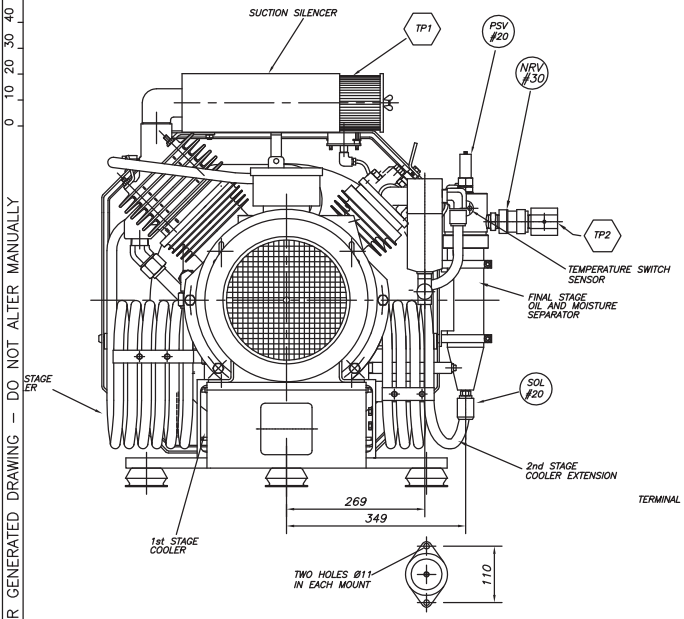
1 OFF 98524.1137 – UNLOADING PRESS SWITCH – 1381V
1 OFF Y/98520.1852 – S/C PANEL – 20HP (15KW) 460/3/60Hz

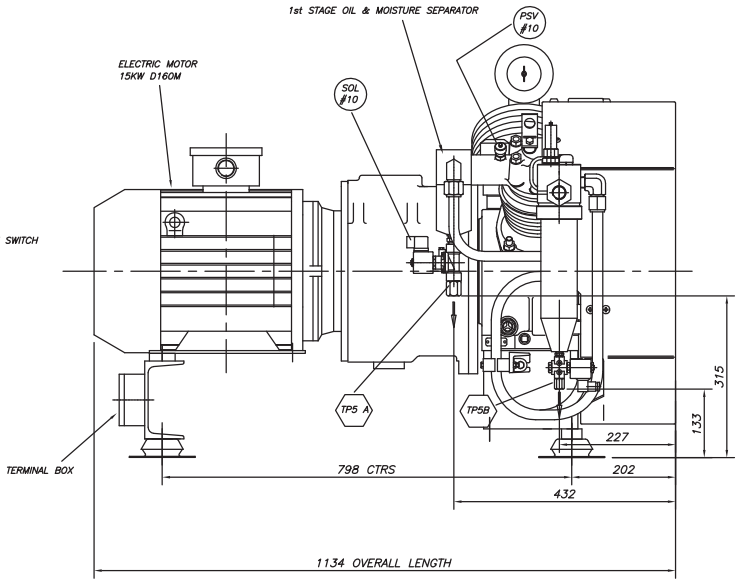


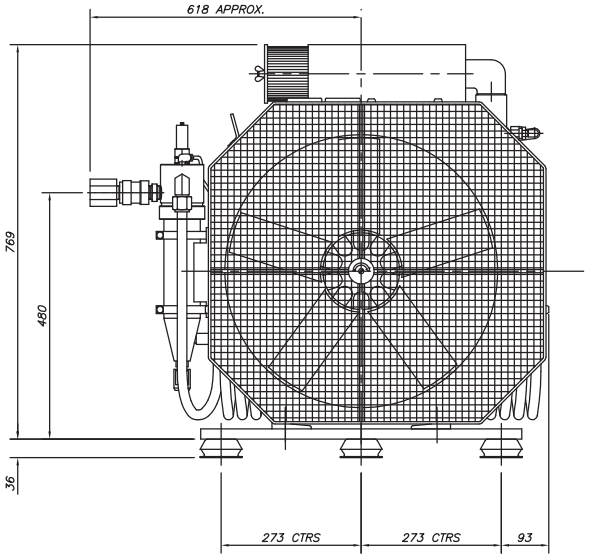
REFERENCE DRAWINGS	
P & ID	D73940
SINGLE LINE DIAGRAM	D73941



DETAIL OF FINAL
AIR PRESSURE SWITCH







COMPUTER GENERATED DRAWING – DO NOT ALTER MANUALLY

Gardner Denver

DO NOT SCALE – IF IN DOUBT ASK

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© AS ISSUE DATE

THIRD ANGLE PROJECTION
STATUS SIZE A1L–E
LOCATION
SOFTWARE AutoCAD 2013
VAULT PROFFESIONAL 2013

MATERIAL
MATL. CODE PATTERN No.

MANUFACTURING TOLERANCES TO BE AS FOLLOWS UNLESS OTHERWISE STATED
MACHINED ±0.3 ANGULAR ±0.5°
FABRICATED ±1.5 CAST BS6615 CT9
DIMENSIONS IN MILLIMETRES SURFACE TEXTURE VALUE IN MICROMETRES
MACHINE WERE MARKED..... REMOVE SHARP EDGES

SCALE (A1 PLOT) – – – – – – –
PRODUCT 5211
JOB No. 2660365

DRAWN	J. MAYBURY	28/04/2015
REVISED	------	xx/xx/xxxx
APPROVED	MRP	07/05/2015
ISSUE DATE		07/05/2015
LAST MOD No.		NONE

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CLAYBROOK DRIVE
WASHBROOK INDUSTRIAL ESTATE
REDDITCH, B98 0DS, UK
TEL. +44 (0) 1527 838 200
www.gardnerdenver.com

GENERAL ARRG'T 5211

SHT No. 1 OF 1 SHTs	PHASE	DRAWING No.	ISSUE
	IP	A42116	A

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/13/2026

Committee Agenda type: Consent

Council Meeting Date: 05/11/2026

Date Rec'd	4/7/2026		
Clerk's File #	OPR 2026-0402		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFQ 6517-26
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	UPRIVER TRANSFORMER SERVICE CONTRACT - AUBREY SILVEY ENTERPRISES,		

Agenda Wording

Service and repair two (2) 13.8kv oil cooled transformers at Upriver Hydroelectric Project.

Summary (Background)

This project is to service and inspect the two GSU transformers at the Upriver Hydroelectric Project and Well Electric & Parkwater well stations. One of the existing transformers is from 1984, the other is from 1986. The attached public works project will provide for service, inspection and repairs to extend the working life of the transformers, ensure reliable operations for the two largest well stations in the City, continue to provide for the sale of excess electricity, and reduce safety concerns.

What impacts would the proposal have on historically excluded communities?

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

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

This work is for the Upriver Hydroelectric project and is not a public-facing program.

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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, ensure worker safety, and increase reliability for the two largest well stations.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 111,147.39
Current Year Cost	$ 111,147.39
Subsequent Year(s) Cost	$ Zero

Narrative

This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding

Amount		Budget Account
Revenue	$ 111,147.39	# 4100-42490-94340-56501-11082
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Water Dept CIP, 4100-42490-94340-56501-11082

Expense Occurrence	One-Time

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

Increase to hydroelectric power generation.

Approvals		Additional Approvals	
Dept Head	MCDANIEL, ADAM	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

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tlester@spokanecity.org	tprince@spokanecity.org
rrpenaluna@spokanecity.org	nrussell@spokanecity.org

Committee Briefing Paper
Select Committee Name

Committee Date	April 13, 2026
Submitting Department	Water and Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Upriver Transformer Service
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This project is to service and inspect the two GSU transformers at the Upriver Hydroelectric Project and Well Electric & Parkwater well stations. One of the existing transformers is from 1984, the other is from 1986. The attached public works project will provide for service, inspection and repairs to extend the working life of the transformers, ensure reliable operations for the two largest well stations in the City, continue to provide for the sale of excess electricity, and reduce safety concerns.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $111,147.39

Current year cost: $111,147.39

Subsequent year(s) cost:

Narrative: This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Water Dept CIP, 4100-42490-94340-56501-11082

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Increase to hydroelectric power generation.

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

- What impacts would the proposal have on historically excluded communities?
  Public works projects and services aim to improve infrastructure that serves all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  This work is for the Upriver Hydroelectric project and is not a public-facing program.

- 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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, ensure worker safety, and increase reliability for the two largest well stations.

Council Subcommittee Review

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

City Clerk's No. OPR 2026-0402

City of Spokane

PREVENTATIVE MAINTENANCE AGREEMENT

Title: 13.8 KV TRANSFORMER SERVICE

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AUBREY SILVEY ENTERPRISES, INC.**, whose address is 371 Hemp Jones Road, Carrollton, Georgia 30117, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide 13.8 kv Transformer Service, Transformer Oil Change Service and Testing Service; and

WHEREAS, the Contractor was selected from RFQ 6517-26.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and ends on May 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in their Response to RFQ which is attached as **Exhibit C** and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED ELEVEN THOUSAND ONE HUNDRED FORTY-SEVEN AND**

39/100 DOLLARS ($111,147.39), plus applicable taxes, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. All invoices should include the City Clerk's File No. "OPR #2024-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

6. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

7. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED**. For contracts in excess of $10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

10. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity–asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant/Contractor/Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;

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

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2M in order to meet the minimum insurance coverages required under this contract; and

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

D. **Professional Liability Insurance** with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

E. **Pollution Liability Insurance** with a minimum coverage for Bodily Injury and Property Damage of not less than $3,000,000 per occurrence and $3,000,000 aggregate for the duration of the contract. When required coverage may need to be in place for up to six (6) years after completion of the project per RCW 4.16.310. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, resulting in environmental damage.

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

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.
The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.
Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

16. ANTI KICK-BACK.
No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

17. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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.

AUBREY SILVEY ENTERPRISES, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Debarment Certification
Attachment B - Certification of Compliance with Wage Payment Statutes
Attachment C – Contractor's Response to RFQ

26-080

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____	_____	_____
Date	City	State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐
State of Incorporation, or if not a corporation, State where business entity was formed:

_____
If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

EXHIBIT C

Bid Response Summary

Bid Number	RFQ 6517-26
Bid Title	13 kv Transformer Service
Due Date	Friday, March 20, 2026 2:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Aubrey Silvey Enterprises Inc
Submitted By	Brian Miller - Friday, March 20, 2026 10:29:23 AM [(UTC-08:00) Pacific Time (US & Canada)] bmiller@silvey.com 5033175313
Comments	

Question Responses

Group	Reference Number	Question	Response
MANDATORY Pre-Bid Walkthrough			
	1.	A Mandatory Pre-Bid Metting/Walkthrough will be held on Thursday, February 19th, 2026, at 2:00 PM at the Upriver Dam: 2701 N Waterworks St, Spokane WA 99212	Yes
TERMS & CONDITIONS			
	1.	I have read, understand and agree to the Terms & Conditions listed in the document in the Documents Tab titled "Attachment 2 - RFQ 6517-26 Terms & Conditions".	AGREED AND ACKNOWLEDGED
	2	If answer is " AGREED WITH EXCEPTION IDENTIFIED", Attached exception Document title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	
Default Item Group			
	BACKGROUND	The City of Spokane is seeking a contractor for 13.8 KV Transformer Services for the Water & Hydroelectric Services Department.	I acknowledge and agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and agree

	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	INVOICING	Invoices must be submitted to Water & Hydroelectric Department within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2026-XXXX and approved Intent to Pay Prevailing Wage Number. • 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.	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 Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	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 no later than October 31st, 2026.	I acknowledge and agree
	LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO ($0.00) for each and every day the Work remains uncompleted.	I acknowledge and agree
	CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Brian Miller 503-317-5313 bmiller@silvey.com
	EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
	ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
PUBLIC WORKS REQUIREMENTS			
	A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge and agree

1.	A payment/performance bond is NOT required	I acknowledge and agree
2.	Statutory retainage is NOT required	I acknowledge and agree
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and agree
2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	I acknowledge and agree
C.	Statement of Intent	Yes

	1.	The Contractor and subcontractors will submit a “Statement of Intent to Pay Prevailing Wages” certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The “Statement of Intent to Pay Prevailing Wages” shall include: (1) the Contractor’s registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an “Affidavit of Wages Paid” certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and agree
	D.	Filing Fees	Yes
	1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars ($40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge and agree
	E.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
	1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Yes
	EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
TECHNICAL REQUIREMENTS			
	Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and agree
	Scope of Work	The Scope of this project is to solicit responses from interested Bidder(s) to provide a one-time service and repair to two (2) 13.8kv primary, oil cooled transformers at the Upriver Hydroelectric Project. Switchyard 1 transformer is 7.5MVA, 2400v secondary. Switchyard 2 transformer is 24MVA, 4160v secondary.	I acknowledge and agree
	Scope of Work	It is the intent of the City of Spokane Water Dept to possess two (2) reconditioned transformers at the conclusion of this project with an expected service life of 15+ years.	I acknowledge and agree

	Scope of Work	• The transformers do not contain any PCBs. Documentation from an accredited laboratory is available upon request. • Switchyard #1 transformer has known poor/bad DGA results that are suggestive of internal hot spots and/or arcing. Oil and bushings are assumed to be 1987 vintage. • Switchyard #2 transformer has minor, visible leaks from the north auxiliary connection port. Oil and bushings are assumed to be 1984 vintage.	I acknowledge and agree
	Scope of Work	• Bidder (Company) shall be expected to replace the following: a. Transformer oil b. All bushings, gaskets and seals c. All exterior mechanical gauges (level, temperature, etc) with or without electrical contacts	I acknowledge and agree
	Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
BID			
	BIDDERS DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read document Attachment 1 - RFQ 6517-26 Bid Document and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and agree
	BIDDERS DECLARATION	The Bidder submitting this bid certifies that they have read document Attachment 1 - RFQ 6517-26 Rev 03112026 per Addendum 4	I acknowledge and agree
	BID PRICE IS COMPLETE	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.	Yes
	Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	4
	Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and agree
	Subcontractors	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	City of Spokane.pdf
	BID PROPOSAL PRICING PAGES	Please complete the pricing pages document in the 'Documents' tab and upload here. " Attachment 7 - RFQ 6517-26 Bid Proposal Pricing Pages rev 03112026"	Attachment 7 - RFQ 6517-26 Bid Document Pricing Pages rev 03112026 (1).pdf
CONTRACTOR RESPONSIBILITY			
	#1	Provide Washington State Contractor's Registration No.	EC AUBRESE862DO
	#2	Provide Contractor's U.B.I. Number	601-153-402

	#3	Provide Contractor's Washington Employment Security Department Number	000-011140-00-2
	#4	Provide Contractor's Washington Excise Tax Registration Number	601-153-402
	#5	Provide Contractor's City of Spokane Business Registration Number	NA
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS			
	#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge

BID PROPOSAL.

To: City of Spokane, Purchasing Center
Members of the City Council
City of Spokane, Washington

PROJECT: **# RFQ 6517-26** 13 Kv Transformer Service

EVALUATION:
For evaluation purposes, award of contract will be to lowest responsive responsible bidder based on the overall-extended total cost comprised of: All-Inclusive Firm Fix Price To Provide Service Transformer Oil Change Service, Bushing Change Out Service, Transform Testing Service.

PAYMENT.
Resulting Contract will be for a one-year unit price contract. Contractor will only be paid for actual services requested incurred, performed, and accepted per contract per contract rates. Subject to mutual agreement, the contract may be extended for three (3) additional one-year periods with the total contract period not to exceed four (4) years.

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

SALE TAX.
The City will apply applicable tax to Bidder's response when tabulating bids. Bidders acknowledges the City of Spokane is not a tax-exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will 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.

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

October 1, 2026 Through September 30, 2027

Prices shall be firm throughout the first year of the contract period.
For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.

Transformer Oil Change Service	
Bidder's all-inclusive, firm-fixed price to perform service. The all-inclusive firm fix price shall include but limited to: all associated required labor cost at Straight Time, all required materials and parts cost for the items Bidder listed on the Specification Sheet, and other costs required, such as transportation cost, any associated freight cost, and any related disposal cost. No other cost will be allowed later.	
All-Inclusive Firm Fix Price To Provide Service	$ 84,649.41
SALES TAX (9.1%)	$ 7,703.10
TOTAL PRICE:	$ 92,352.51
Bidder shall state advance lead time in calendar days require to be able to services to be provided should Contractor have to order parts.	1 week lead time
Bushing Change Out Service	
Bidder's all-inclusive, firm-fixed price to perform service. The all-inclusive firm fix price shall include but limited to: all associated required labor cost at Straight Time, all required materials and parts cost for the items Bidder listed on the Specification Sheet, and other costs required, such as transportation cost, any associated freight cost, and any related disposal cost. No other cost will be allowed later.	
All-Inclusive Firm Fix Price To Provide Service	$ 307,257.92
SALES TAX (9.1%)	$ 27,960.47
TOTAL PRICE:	$335,218.39
Bidder shall state advance lead time in calendar days require to be able to services to be provided should Contractor have to order parts.	135-137 Weeks
Transform Testing Service	
Bidder's all-inclusive, firm-fixed price to perform services and provide report No other cost will be allowed later.	
All-Inclusive Firm Fix Price To Provide Service	$ 26,497.98
SALES TAX (9.1%)	$ 2,411.32
TOTAL PRICE:	$ 28,909.30

Bidder shall state advance lead time in calendar days require to be able to services.	No lead time

The City shall issue payment(s) in the applicable amount(s) set forth in resulting contract per awarded Contractor's unit pricing, for actual services requested, performed and accepted

BIDDER TO DEFINE

Contractor To Define What Constitutes "Straight Time":	8hr work day
Contractor To Define What Constitutes "Overtime" :	Any logged hours over a 8hr work day
Contractor To Define What Constitutes "Double-Time":	we do not have have a double time rate
Mobilization	Shall include all activities and associated costs for transportation and set up contractor's personnel, equipment, tooling, and operating supplies to the site, and other necessary general facilities for the contractor's operations at the site unless otherwise agreed upon by both parties.
Demobilization	Demobilization shall include all activities and costs for transportation and teardown of personnel, equipment, tooling, and supplies no longer required to complete the scope of the contract from the site.

Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mob/Demob	$ 211.75	$ 317.63	$ NA
	$	$	$
	$	$	$
	$	$	$
	$	$	$

All-Inclusive Mobilization Cost That Could Be Incurred For EXPANSION FOR NEW WORK	8,524.27 $

All-Inclusive Demobilization Cost That Could Be Incurred For EXPANSION FOR NEW WORK	8,524.27 $
EXPANSION FOR NEW WORK - Percentage Markup For Parts and Materials. Should it be realized by the City, at a later point(s) in time, during the life to include any renewals, that parts and materials would be required in regards to EXPANSION FOR NEW WORK, Parts and Materials will be paid at Vendor's cost-plus percentage markup. Enter Percentage Markup above Vendor's cost here:	15 % Percent markup
Percentage Markup For Parts and Materials Percentage Markup will remain unchanged throughout the life of the contract, to include any renewals.	

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

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed

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

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. EC AUBRESE862DO
(Must be in effect at time of bid submittal)

Washington Unified Business Identifier (UBI) number 601-153-402

Washington Employment Security Department Number 000-011140-00-2

Washington Excise Tax Registration Number 601-153-402

City of Spokane Business License Number Will get if awarded
The successful bidder shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

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

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder: Brian Miller

Brian Miller

Signature of Bidder's Authorized Representative

Sales Manager

Title

1341 Industrial Dr. Longview, WA 98632

Address

503-317-5313

Phone

No Subcontractors will be used. Aubrey Silvey will perform all the work in house.

CITY OF SPOKANE - Water & Hydroelectric Department

BID TABULATION

	Aubrey Silvey Ent.	Transfluid
Transformer Oil change	84,649.41	Did not submit picing on correct pringing sheets
Tranformer Testing Service	26,497.98	Did not submit picing on correct pringing sheets
Bushing Change out servcie	335218.39	Did not submit picing on correct pringing sheets
	446,365.78	527,710
Department proceeding with Tranformer Oil change and testing Service		
Total for Transformer Oil Change & Testing Servcie	111,147.39	
Tax for Servcies Selected	10003.2651	
Total for Transformer Oil Change & Testing Servcie	121,150.66	

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Apr 03, 2026

Profit Corporation

Unified Business ID #: 601153402
Business ID #: 001
Location: 0001
Expires: Dec 31, 2026

AUBREY SILVEY ENTERPRISES, INC.
371 HAMP JONES RD
CARROLLTON GA 30117-9492

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

RICHLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 04/30/2027) - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601153402 001 0001

Expires: Dec 31, 2026

FOLD HERE

AUBREY SILVEY ENTERPRISES, INC.
371 HAMP JONES RD
CARROLLTON GA 30117-9492

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
RICHLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 04/30/2027) - ACTIVE

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2026

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

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

PRODUCER
McGriff, a Marsh & McLennan Agency LLC Company
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Lindsay Tidmore, 205-583-9891
PHONE (A/C, No, Ext): 1-800-476-2211 **FAX (A/C, No):**
E-MAIL ADDRESS: Lindsay.Tidmore@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Indemnity Insurance Company	30830
INSURER B : Arch Insurance Company	11150
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aubrey Silvey Enterprises, Inc.
371 Hamp Jones Road
Carrollton, GA 30117

COVERAGES **CERTIFICATE NUMBER:** VFRD3SH3 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		31PKG2451600	01/31/2026	01/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			31PKG2451600	01/31/2026	01/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		34WCI2451600	01/31/2026	01/31/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane, its officers and employee are included as an Additional Insured by the General Liability and Automobile Liability policies if required by written contract.
A 30 day Notice of Cancellation is included for the General Liability, Automobile Liability, Workers' Compensation & Employers Liability policies in favor of the Certificate Holder as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company	**INSURED** Aubrey Silvey Enterprises, Inc.
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 04/07/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Pollution Liability

Carrier: Berkley Assurance Company
Policy Number: PCADB50282550625
Policy Term: 6/28/2025 - 6/28/2026

Limits:
$5,000,000 Each Occurrence
$5,000,000 Aggregate

Self-Insured Retention:
$ 25,000 Each Claim

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CERTIFICATE NUMBER: VFRD3SH3

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company	**INSURED** Aubrey Silvey Enterprises, Inc.
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 04/07/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Contractors' Professional Liability
Claims Made

Carrier: Berkley Assurance Company
Policy Number: PCADB50282550625
Policy Term: 06/28/2025 to 06/28/2026

Limits:
$5,000,000 Occurrence
$5,000,000 Aggregate

Self-Insured Retention:
$ 50,000 Each Claim

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CERTIFICATE NUMBER: VFRD3SH3

Water Department
Upriver Hydroelectric Project Well Electric Pump Station

2701 North Waterworks St
Spokane, WA 99216
(509) 742-8141

Upriver Transformer Service

April 13, 2026

The Upriver Hydroelectric Project and Well Electric & Parkwater Wells are a critical set of assets to the Water Department's mission to provide clean, safe drinking water and ample fire protection. These facilities are on the eastern edge of the City near Felts Field.

The Upriver Hydroelectric Project uses the seasonal flow of Spokane River to power five Kaplan water turbines. These turbines rotate electrical generators of 2MW (million watts) and 6MW capacity. The electricity generated by these turbines is sent through two GSU (generator step up) transformers on its way to power the water pumps in Well Electric and Parkwater well stations.

Well Electric and Parkwater are the biggest water production assets in the City. There are twelve well pumps between the two facilities and provide around 47,000 gallons per minute during the summer months.

The Operators at Upriver use the electricity generated by the hydroelectric generators to power the well pumps at Well Electric and Parkwater, and send the excess to Avista as part of the Power Purchase Agreement (PPA).

The two GSU transformers mentioned above are very critical for this operation. If either one fails, the loss of electricity sold to Avista would be substantial. If the GSU transformer that connects Avista to Powerhouse 1, Well Electric and Parkwater wells was to fail… not only would there be loss of revenue, the Water Dept's two largest well stations would be inoperable. This could be devastating during the summer as these two wells produce over ½ of the total water in the system.

This public works project is to schedule an outage for each GSU transformer during the off-seasons and perform a much-needed service, inspection and repair. These transformers

have been in service since 1984/1986 and the oil report is showing high levels of degradation each year.

Switchyard 1 oil report

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUST.	TOTAL GAS
02/05/20	23	7,966	73,201	59	1,474	23,968	15	13	ND	1,584	106,719
01/26/21	ND	7,721	82,513	52	1,268	20,040	12	26	ND	1,358	111,632
11/04/22	9	6,847	74,171	48	1,189	25,026	14	27	ND	1,287	107,331
12/18/23	20	7,479	78,093	87	1,152	25,002	35	85	ND	1,379	111,953
01/14/25	187	6,089	73,248	662	1,247	23,410	203	1,044	3	3,346	106,093
02/27/25	147	6,927	66,169	551	897	22,055	167	854	2	2,618	97,769
12/31/25	173	6,109	72,025	657	1,163	22,626	207	1,048	3	3,251	104,011

RECOMMENDATION INVESTIGATE

D-ELEVATED LEVELS OF METHANE, ETHANE, AND ETHYLENE INDICATE AN INTERNAL HOT SPOT IN THE RANGE OF 300-700 DEGREES C. POSSIBLE CAUSES INCLUDE A BAD OR LOOSE INTERNAL CONNECTION OR LOCALIZED OVERHEATING IN THE TAP CHANGER AREA.

Switchyard 1 GSU transformer

Switchyard 2 GSU transformer

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/13/2026

Committee Agenda type: Consent

Council Meeting Date: 05/11/2026

Date Rec'd	4/7/2026		
Clerk's File #	OPR 2025-0501		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFQU 6402-25
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	OPR 2025-0501
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OPR 2025-0501 CONTRACT AMENDMENT FOR UPRIVER SPILLWAY CRANE		

Agenda Wording

Amendment to contract with Mesa Associates Inc. for additional work requested by Water & Hydroelectric Services.

Summary (Background)

Water & Hydroelectric Services is requesting Mesa Associates Inc. amend their contract to include additional engineering and project management support for their design to replace the existing gantry crane at the Upriver Dam spillway.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	
Total Cost	$ 154,800.00
Current Year Cost	$ 32,240.00
Subsequent Year(s) Cost	$ Zero

Narrative

Mesa Associates Inc. has been under contract to provide engineering for a gantry crane replacement at the Upriver Dam spillway. Additional engineering has been requested as well as support for working through the FERC permitting process which was not included in the original scope of services.

Amount		Budget Account
Revenue	$ 32,240.0	# 4100-42490-94340-56401-11088
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, 4100-42490-94340-56401-11088

Expense Occurrence	One-Time

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

Included in the 6-year CIP program.

Approvals		Additional Approvals	
Dept Head	MCDANIEL, ADAM	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

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tlester@spokanecity.org	tprince@spokanecity.org
rrpenaluna@spokanecity.org	nrussell@spokanecity.org

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	April 13, 2026
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	OPR 2025-0501 CONRACT AMENDMENT FOR UPRIVER SPILLWAY CRANE DESIGN
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background)** Water & Hydroelectric Services is requesting Mesa Associates Inc. amend their contract to include additional engineering and project management support for their design to replace the existing gantry crane at the Upriver Dam spillway.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $154,800.00

Current year cost: $32,240.00

Subsequent year(s) cost: $0

Narrative: Mesa Associates Inc. has been under contract to provide engineering for a gantry crane replacement at the Upriver Dam spillway. Additional engineering has been requested as well as support for working through the FERC permitting process which was not included in the original scope of services.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes, 4100-42490-94340-56401-11088

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Included in the 6-year CIP program.

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Project is included in the 6-year CIP program.

City Clerk's No. OPR 2025-0501

City of Spokane

CONTRACT AMENDMENT

Title: **UPRIVER SPILLWAY GANTRY CRANE DESIGN**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **MESA ASSOCIATES, INC.**, whose address is 480 Production Avenue, Madison, Alabama 35758, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the **Consultant** *agreed to provide Upriver Spillway Gantry Crane Design Services, in accordance with RFQu 6402-25; and*

WHEREAS, a change or revision of the Work has been requested, 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 July 24, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on March 20, 2026.

3. ADDITIONAL WORK.
The Scope of Work in the original Contract is revised to include the following:

> **Engineering Services regarding FERC Chapter 6 Temporary Emergency Action Plat (TCEAP) Development, Review the Existing Quality Control Plan (QCP) Document for Compliance, and additional engineering requested by the Water Department.**

4. COMPENSATION.
The City shall pay an additional amount not to exceed **THIRTY-TWO THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS** (**$32,240.00**) plus tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

MESA ASSOCIATES, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

Amended Scope of Work document – Project Deviation Notice #25214001-001 dated March 23, 2026.

26-073a

Project Deviation Notice

Mesa Associates, Inc.
Engineers and Consultants

PDN Number: 25214001-001
Date: 23 MAR 2026

Client: City of Spokane: Water Department
Client Project Manager: Richard Proszek
Client Project Engineer: Richard Proszek
Mesa Project Number: 25214001
Required Approval Date: 26 MAR 2026
Original Request/PO Number: OPR 2025-0501

PDN Title: Client requested scope additions
Project Title: Upriver Spillway Gantry Crane Design
Site/Location: Upriver Spillway/Spokane, WA

Does this change affect project scope?	☐ **No**	☑ **Yes**	(if yes complete 1, 2, and 5 below)
Does this change affect project schedule?	☐ **No**	☑ **Yes**	(if yes complete 1, 2, 3, and 5 below)
Does this change affect project budget?	☐ **No**	☑ **Yes**	(if yes complete 1, 2, 4, and 5 below)

1. **Describe the change in project scope, schedule, or budget:**
   The City of Spokane Water Department requested from Mesa to implement design optimizations after receiving the 100% IFB (Issued for Bid) design package for the counterweight to be segmented so it can be positioned between the metal coverings (aka doghouses) on the Spillway deck. Since the time constraint was no longer a factor, Mesa looked into the possibility that was voiced by the City of Spokane personnel to have a permanent in-place counterweight that required alterations to the previously designed structures connections and load paths. Mesa was instructed to utilize the remaining budget that was set aside for post design effort to conduct this optimization effort. Also, Mesa collaborated with LSB Consultants for the anchorage design for the gantry crane while in the stored position, which was outside of the original scope of the RFP.

   Mesa was asked to provide additional scope for engineering services to consult as a 3rd party auditor to review and provide collaborative guidance on FERC Chapter 6 Temporary Construction Emergency Action Plan (TCEAP) development and review the existing Quality Control Plan (QCP) document for compliance.

   Budget
   Mesa will provide approximately an additional 140-manhours of design engineering services to facilitate the client requested changes.
   For the TCEAP/QCP documents, the budget estimation is an additional 60-manhours of review and document development.
2. **Identify the reason for the change (including names, dates, and circumstances):**
   The reason for the changes was to optimize the design with the requests made to Mesa, described above, and to add scope to the project for the creation/audits on the TCEAP/QCP documents, respectively.

3. **Identify any elements that affect schedule:** **New Project End Date: 12/31/26**
   To incorporate the requested revisions, Mesa proposes to submit the revised design documents within one (1) week after receipt of PDN approval. As for the end of the project, the FERC review may take six (6) months so as a conservatism, placing the project end date for post design activities to the end of the year.

Mesa Associates, Inc.
Engineers and Consultants

Project Deviation Notice

PDN Number: 25214001-001
Date: 23 MAR 2026

4. PDN man hour and budget summary:

Original price type: time and material

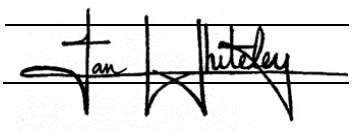
PDN price type: time and material

PDN BUDGET SUMMARY		
Task	**Total Manhours**	**Labor**
Overages and Post Design Recovery	140	$25,000
Additional Option: TCEAP/QCP Effort	60	$7,240
Total	**200**	**$32,240**

5. Review and Approval

Originator: Ian Whiteley Date: 3/20/2026 Disc. Lead: _____ Date: _____

Dept. Mgr: _____ Date: _____ Proj. Engr: Nathan Mills Date: 3/23/2026

Proj. Mgr:  Date: 3/23/2026 Client PM: _____ Date: _____

Mesa Associates, Inc.
Engineers and Consultants

Project Deviation Notice

PDN Number: 25214001-001
Date: 23 MAR 2026

PDN Summary

PDN BUDGET SUMMARY			
Type	Labor	Total Expenses	Line Subtotal
APPROVED			
Original Task	$120,558.00	$2,002.00	$122,560.00
PENDING			
PDN 001	$32,240.00	$0.00	$32,240.00
TOTAL	$152,798.00	$2,002.00	$154,800.00

License Information:

New search Back to results

Entity name: MESA ASSOCIATES, INC.

Business name: MESA ASSOCIATES, INC.

Entity type: Profit Corporation

UBI #: 602-965-320

Business ID: 001

Location ID: 0001

Location: Active

Location address:
502 W RIVERSIDE AVE
STE 512
SPOKANE WA 99201-5118

Mailing address:
PO BOX 196
MADISON AL 35758-0196

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business				Active	Nov-30-2026	Dec-03-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CUTSHAW, TIM	
GUYETTE, GARY	
HEADRICK, REGGIE	
HURST, KEITH	
JORDAN, RICK	
RAMSEY, TIM	
SAVANT, RANJANA	

Owners and officers	Title
VARNER, BRETT	

The Business Lookup information is updated nightly. Search date and time: 12/2/2025 10:20:57 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): 04/07/2026

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

IMPORTANT: If the certi®cate 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 certi®cate does not confer rights to the certi®cate holder in lieu of such endorsement(s).

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	**CONTACT NAME:** Katie Haskett (205) 529-9471 **PHONE (A/C, No, Ext):** 1-800-476-2211 **FAX (A/C, No):** **E-MAIL ADDRESS:** katie.haskett@marshmma.com
INSURED Mesa Associates, Inc., Mesa Associates, LLC, Mesa Technical Services, LLC, Mesa Robotics, Inc., Mesa Properties Alabama, L.L.C. 480 Production Avenue Madison, AL 35758	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Property Casualty Company of America / 25674 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Q83PDZ5P **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR ☐ X applies per location GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X		P-630-7R410574-TIL-25	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐			810-7R570895-25-43-G	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** ☒ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			CUP-7R885912-25-43	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE Products/Compl Ops Agg	$ 11,000,000 $ 11,000,000 $ 11,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS@LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-8J498255 This policy is for AK, AL,AZ,CA,CO,CT,DE,FL,GA,IA, ID,IL,IN,KS,KY,LA,MA,MD,MI,MO,MS ,MT,NC,NH,NJ,NY,OK,OR,PA,SC,TN ,TX,VA,WI,WV operations only.	12/31/2025	12/31/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

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

The City of Spokane, its officers and employees are Additional Insured with respect to General Liability, Automobile Liability and Umbrella/Excess Liability policies as required by written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for non payment) to the certificate holder shown below.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

March 26, 2026

WA UBI No.	602 965 320
L&I Account ID	683,664-00
Legal Business Name	MESAASSOCIATES INC
Doing Business As	MESAASSOCIATES INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2025 "1 to 3 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods,**

cancellation dates, limitations of coverage or waiver of subrogation (See RCW 51.12.050 and 51.16.190).

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/16/2026		
Clerk's File #	OPR 2026-0403		
Cross Ref #			
Project #			
Submitting Dept	ARTS, CULTURE, AND HISTORIC	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WOLFLE-TRUNKEY HOUSE AND GARAGE NOMINATION TO THE SPOKANE		

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Wolfle-Trunkey House & Garage were constructed in 1912 and have been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Wolfle-Trunkey House & Garage at 415 E 12th Avenue were constructed in 1912 and have been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact on historically excluded communities.

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

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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

SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity. Comprehensive Plan Goals DP 1.1: Landmark Structures, Buildings, and Sites Recognize and preserve unique or outstanding landmark structures, buildings, and sites. DP 3.3: Identification and Protection of Resources Identify historic resources to guide decision making in planning. DP 3.11: Rehabilitation of

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	DUVALL, MEGAN		
Division Director	DUVALL, MEGAN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	lcamporeale@spokanecity.org
mduvall@spokanecity.org	akiehn@spokanecity.org

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
Wolfle-Trunkey House – 415 East 12th Avenue

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
   - Originally built in 1912; the Wolfle-Trunkey House meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
   - The Wolfle-Trunkey House meets the Spokane Register under Category B for its association with two of Spokane's successful businessmen in the first half of the twentieth century, Conrad Wolfle and Harvey Trunkey.
   - Conrad Wolfle, who bought the house for $30,000 from contractor A.T. Johnson at its completion, was best known for his ownership of mines in the Chewelah area, although he was involved in a number of other ventures in his lifetime.
   - The second owner, Harvey Trunkey, was one of the most successful wholesale grocery owners in Spokane. Over the years he beat out fierce competition to be the longest-running wholesale grocery owner by 1950. The McClintock- Trunkey Annex Building at 125 South Stevens Street was listed on the Spokane Register of Historic Places in 2018.
   - The Wolfle-Trunkey House meets the Spokane Register under Category C for architecture as an excellent and early example of Prairie Style in Spokane; as well as its association with master architect, Earl W. Morrison and notable builder Amil T. Johnson.
   - Earl W. Morrison, (1889-1955) known as the "boy architect" in Spokane, had the unique distinction of designing large homes for prominent people in Spokane while he was still in high school and college. Morrison designed dozens of houses, including some of the most impressive homes on Spokane's South Hill, including in the Cliff Park, Ninth Avenue and Rockwood neighborhoods, still some of Spokane's most prestigious areas. These large and distinctive homes shape the character of these neighborhoods to this day. After starting his career in Spokane, he went on to have a decades-long career designing both modest and grand houses, residential apartment buildings, high rises, commercial projects, schools, and more, primarily in Washington State.
   - Amil Theodore Johnson was a prolific builder in Spokane in the years from approximately 1905 to 1913, when he worked with some of the most popular architects in the city in this busy period. He often built Morrison's works, including some of his most well-known houses.
   - The Wolfle-Trunkey House is an outstanding example of Prairie School design by a young, yet experienced, student from Spokane who was studying architecture in Chicago in the years from 1910 to 1913, during the high point of the Prairie School's genesis. Earl Wilson Morrison, who studied Prairie School design at the prestigious Art Institute of Chicago and the Armour Institute of Technology, was among those who introduced the style to Spokane. The 1912 Wolfle-Trunkey house was his first residence in the style, designed while he was still a student.
   - As the first Prairie Style home built by Morrison in Spokane, the elements of that unique design aesthetic are particularly strong in this home's symmetrical layout, natural materials, quality woodwork, and window designs.

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it*

is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."

- The Wolfle-Trunkey House has retained its location, design, setting and association, and still retains most of its materials and workmanship on the exterior and interior. As a result of its overall integrity, it is eligible for listing on the Spokane Register of Historic Places.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

RECOMMENDATION

The Wolfle-Trunkey House & Garage is eligible for listing on the Spokane Register under Category B due to its association with Conrad Wolfle and Harvey Trunkey **and under Category C** in the area of architecture for its design by Earl W. Morrison and as an excellent and early example of the Prairie Style in Spokane**.**

The Spokane Historic Landmarks Commission reviewed the nomination on 4/15/2026 and recommended its listing.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

MANITO PK 3RD L14-15-16B4

Parcel Number(s) **35203.2812 (address 415 E 12th Avenue)**, *is governed by a Management Agreement between the City of Spokane and the Owner(s),* **Phillip D. & Jennifer M. Ogden,** *of the subject property.*

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 4.35. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No._____.

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer

Dated: *4/15/2026*

City Clerk No.OPR 2026-0403

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **15th** day of **April 2026**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Phillip D. & Jennifer M. Ogden** (hereinafter "Owners"), the owners of the property located at **415 E 12th Avenue** commonly known as the **Wolfle-Trunkey House & Garage** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and,

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and,

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to the provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

_____	_____
Owner	Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER	**CITY OF SPOKANE**
_____	_____
Megan M.K. Duvall	City Administrator

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____,to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

_____

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires_____

Attachment A

Property owners add the following interior components of the Wolfle-Trunkey House & Garage as protected elements of the property and require a Certificate of Appropriateness for changes to the following:

1. Quarter-sawn oak on the main floor shall remain unpainted.
2. Fir woodwork in the ballroom (basement) shall remain unpainted.
3. The detached garage at the rear northwest of the house.

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Wolfle-Trunkey House
And/Or Common Name: 415 E. 12th Avenue

2. Location

Street & Number: 415 E. 12th Avenue
City, State, Zip Code: Spokane, Washington 99202
Parcel Number: 35203.2812

3. Classification

Category	Ownership	Status	Present Use	
☒building	☐public ☐both	☒occupied	☐agricultural	☐museum
☐site	☒private	☐work in progress	☐commercial	☐park
☐structure			☐educational	☒residential
☐object	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☐yes, restricted	☐government	☐scientific
	☐being considered	☒yes, unrestricted	☐industrial	☐transportation
		☐no	☐military	☐other

4. Owner of Property

Name: Phillip D. & Jennifer M. Ogden
Street & Number: 415 E. 12th Avenue
City, State, Zip Code: Spokane, Washington 99202
Telephone Number/E-mail: 509-747-3930/pdogden@earthlink.net; jlmogden@earthlink.net

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title:
Date: ☐Federal ☐State ☐County ☐Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☒excellent	☒unaltered
	☐good	☐altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☒original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

☐A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☒B Property is associated with the lives of persons significant in our past.

☒C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

☐E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	0.46
Verbal Boundary Description:	Bordered on the north by the alley between E. 11th and E. 12 avenues; on the east by S. Sherman Street; on the south by E. 12th Avenue; and on the west by the neighboring parcel.
Verbal Boundary Justification:	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Phillip and Jennifer Ogden
Organization: NA
Street, City, State, Zip Code: 415 E. 12th Avenue
Telephone Number: 509-280-7928
E-mail Address: pdogden@earthlink.com; jlmogden@earthlink.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney

SUMMARY STATEMENT

The house at 415 E. 12th Avenue was designed by Earl W. Morrison in 1911, built by Amil T. Johnson in 1912, and sold to Conrad Wolfle for $30,000 in late August of 1912. The Wolfle-Trunkey House and accompanying detached garage are a contributing property to the Rockwood National Register Historic District as defined by the National Park Service. As the first Prairie Style home built by Morrison in Spokane, the elements of that unique design aesthetic are particularly strong in this home's symmetrical layout, natural materials, quality woodwork, and window designs.[1] An article in *The Spokesman-Review* with a picture of the home dated September 1, 1912, states that Conrad Wolfle purchased a "distinctive new house at Twelfth and Sherman built along entirely new lines….as one of the most handsome residences in Rockwood" at a time when magnificent homes along Rockwood Blvd were being built and purchased by some of Spokane's finest families.[2]

DESCRIPTION OF PROPERTY

Location and setting

The Wolfle-Trunkey House was built at a time when the platting of Spokane's South Hill neighborhoods was heavily influenced by the landscape designs of the Olmsted Brothers Landscape Architecture firm, who ventured out to Spokane to assist in developing residential neighborhoods in 1909. Houses are set well back from the streets, the main thoroughfares are meandering and follow the contours of the natural landscape and rocky outcroppings, and triangle parks are sprinkled throughout the neighborhoods to emphasize the Olmsted's relaxing pastoral aesthetics. One such Triangle Park sits opposite the house at 415 E. 12th Avenue, landscaped by the Rockwood Garden Club. Mature maple trees occupy the curb areas along the sidewalk at 415 E. 12th.

Wolfle's original purchase was for lots 15 and 16 along Sherman Avenue; lot 14 was subsequently purchased by him for a sunken garden for his wife.[3] This did not materialize. Judging from a recently felled enormous linden tree and an existing beech, these trees were well-established in lot 14 by 1912 and would have been in the way of a sunken garden or tennis court, as alluded to in the article's description. Another article dated November 3, 1912 (also in *The Spokesman-Review*) notes the landscape gardeners

[1] "Frank Lloyd Wright," *Ladies Home Journal,* February 1901. The exterior of the Wolfle house is strongly reminiscent of the home plan (see Figure 19) in the *Ladies Home Journal* of February 1901 designed by Frank Lloyd Wright as "the fifth design in a new series of model suburban houses which can be built at a modest cost of $6,970." Entitled, "A Home in a Prairie Town," the LHJ article featured a prairie-style home with an arched entryway from a set back front yard, low hipped roofs extending horizontally into the environment on both the main and second levels, and a porte cochere through which the car can be driven to a garage in the back, similar to the Wolfle home.
[2] "Handsome Residence in Rockwood, Pays $30,000 for Home in Rockwood," *Spokesman-Review,* September 1, 1912.
[3] "Conrad Wolfle Adds to Homesite," *Spokane Chronicle,* October 28, 1912.

had begun work on the grounds, installing a perennial garden in the back, rose garden to the west and planting "Japanese biota" in eight rectangular 4 ft high planters which outline the property along its south and east sides.[4] These are positioned at entry points to the house - front walk and drive way, and east entrance - along the sidewalk.

Exterior

The Wolfle-Trunkey House is located on a rectangular half acre lot with 150 feet of frontage on 12th Avenue and 125 feet on Sherman Street. This 6,000 square foot house faces south and comprises three levels with a rectangular footprint of 2,000 square feet per floor. The overall impression is of a house with a semi-symmetrical design east to west, flanking a central bay window and entryway. The second-level bedroom fenestration repeats this pattern. From the front, the house appears as a two story home; however, the lot slopes from 12th Avenue down to the alley between 11th and 12th with about an eight foot drop in elevation. The basement (ballroom) level is observable from the back. The house is of balloon construction covered with rough stucco; the garage is of the same construction. The concrete foundation is not visible from the exterior - the stucco extends below current ground level. The low-pitched roof extends six feet out from the house on both the main and upper levels, as is typical of Frank Lloyd Wright and Prairie Style homes, and is clad with terra-cotta-colored composition shingles. The roof line on the main level extends out over the porch on the east, (now enclosed), and the porte cochere on the west side of the house, giving the house an overall horizontal

Front (south) facade of house, looking north

[4] "Real Estate News, Landscape Gardeners Start Work on Wolfle Home on Sherman Street," *Spokane Chronicle,* October 16, 1912.

grounding effect with the landscape. The detached garage in the back faces east with accommodation for storage above the automobiles.

Chimney on east side, looking west

The rough stucco effect of the home's exterior is achieved by throwing or hurling small pebbles onto a wet coat covering the masonry/brick material. Beneath the common brick is a roughly 1-inch air space, sheathing boards, and lath and plaster over the balloon framing. The soffits of the boxed eaves are covered with this rough cast stucco, as are the porch and porte cochere ceilings. As mentioned, the low tiered roof extends six feet out from the main body of the house, and on the south (front) side rests on piers at both corners of the living room and library (west and east). The house presents very symmetrically even though it is not; the only interruption in the lower tier is an octagonal bay with five narrow lancet windows to bring light into the grand staircase of the entry hall. The lower tier roof blends with the porte cochere roof in pitch, color, and composition of the shingles. The pitch and shingles of the upper roof are identical to the lower tier. The chimney at the center of the east end of the second floor has three flues, a chimney cap, and chimney-top dampers. A smaller chimney on the west end has two flues (original coal stove, furnace), a chimney cap, and stucco surface.

Both the garage and main house have been repainted in their original colors as discovered during the 2025 restoration: cream for the stucco, with forest green and darker green trim around the windows and doors. The new paint is historically appropriate in its color and composition.

Windows showing Prairie Style leading

Prairie-style leaded-glass casement windows are found throughout the home with the exception of the sunporch, a plate-glass dining room window, and the basement window wells on the west. The design of these windows is strongly reminiscent of Frank Lloyd Wright's Darwin D. Martin House "Tree of Life" window and reflects the architect's influence on Morrison when studying in Chicago with the Prairie School followers (see Figure 20).[5] Except for the basement window wells, all other windows have custom-built wood storm windowpanes - those with screens have removable storm panels and the windows can be opened. These screens, newly replaced in bronze, replace the disintegrated originals. The sunporch windowpanes are removable for washing and one has a screen which can replace the storm panel for the summer. The storm door to the patio has glass panes which can be lowered to reveal a screen. Storm/screen doors have been restored to the kitchen porch and porte cochere. The front door's original storm door has a stained, quarter-sawn oak frame. The original front door, of similar quarter-sawn oak, has a vertical mullion dividing it into two panels, formerly of leaded glass.

[5] John Lloyd Wright, Frank Lloyd Wright's son, gives overdue credit to the five men and two women draftsmen who made up the Prairie School along with his famous father, including Marion Mahoney (the first licensed female architect in 1898), Francis Barry Bytrne, William Drummond, Walter Burley Griffin, Albert Chase McArthur, Isabel Roberts, and George Willis. Their design ideas would inform the educators of students like Earl Morrison who studied at the Armour Institute in Chicago during that time. Elements of the Prairie School aesthetic would include the use of natural materials celebrating the textures and patterns of those materials, Japanese-screen inspired linear designs, and a penchant for bringing the outside environment into the house.

Front entry door showing mosaic, sidelights, and oak storm door

Two original leaded glass sidelights with Japanese-screen inspired design (also a Prairie School motif) flank the front door. More restoration is planned for the missing leaded glass windows and on the porte cochere door, similarly arranged. On either side of the doorway, stucco piers extend to support cast concrete urns for flowers. The east side of the entryway has space for a built-in boot bench with a mail slot. The west side of the entry way has no such bench, but the entryway maintains its symmetry with the octagonal bay encroaching from the west. The front stoop is a mosaic rug collage of light green, dark green, cream, and orange squares framed by marble. The greens and cream match the external paint colors and the orange resonates with the dark stained quarter-sawn oak of the front door and inside.

South (front) façade. The symmetry of the house here is interrupted by an octagonal tower near the center of the south façade. The tower encloses the grand staircase inside and features five tall, narrow windows reaching from the stairway landing to the second story ceiling. French doors in sets of three with leaded glass give light to the library and living room on the first floor. Directly above them shorter casement windows bring southern light to two bedrooms. Just to the east of the tower an arch designates the recessed main entrance with leaded glass sidelights and is flanked by two wall sconces made to match the ceiling lights on the west entry and within the entry aedicule. A wooden boot bench with a mail slot is built into the east side of the recessed entry. The wide eave resumes its reach from above the entry arch toward the pillar at the southeast corner.

East side facade, looking west

East Elevation. The east façade appears to have been an open sunporch with thick pillars at the corners. The porch is now enclosed with seven double-paned windows from the south wall of the porch and across the east wall. The windows on the south wall of the porch can be opened and have screen inserts. The north wall of the sunroom has exterior concrete stairs between porch and patio which appear to have been added when the porch was enclosed. There is also a screen/storm door with sidelights matching the width of the original porch opening at the top of the stairs. The bases of the sidelights are the same height above the floor as all the window ledges in the sunporch. The ceiling lantern matches the appearance of the west and south side lights. The wide first floor eave with its consistent low pitch continues as a crown above the sunroom. The east façade of the second story, set back about 12 feet from the first story sunporch, has a bedroom window toward the south and a series of three windows in the sleeping porch to the north.

Rear (north) elevation, looking southeast

North (rear) elevation. The wide first story eave ends above the sunporch. With no horizontal demarcation, the rest of the north façade looks taller than its two-and-a-half stories. All windows are leaded glass, most with permanent storm windows. There are three basement windows in each, the ballroom and servants' room, and one window in each room has a screen/storm panel for egress. One window of two in each the dining room and living room has a screen and removable storm panel. The dining room also features a double-paned picture window. Second story windows include a pair in the northeast corner of the sleeping porch, and a pair in a bedroom above the living room, one each in a closet and a bathroom.

The western-most 18 feet of the north façade projects about five feet north from the rest of the north elevation. This demarcates the basement laundry room and the kitchen above. There are three windows in this projection: basement bathroom, first story butler's pantry, and the second story bathroom. A door opens onto a 4-foot-wide kitchen porch with doors for block ice and refrigeration. Driveway stairs were originally at the west end of the kitchen porch. The stairs were moved to the east end of the kitchen porch when a back-yard swimming pool was installed in the 1970s and required security fencing was attached where the stairs had been. Under the kitchen porch is a framed-in storage shed. Windows above the shed are next to the kitchen porch door and in a second story bedroom closet.

West elevation. The west side of the house is the utility side of the house with stairs originally at the kitchen porch at the northwest corner and paired basement windows giving light to the laundry room. Above them a single kitchen window, shortened in a previous kitchen renovation, has a permanently covered exhaust vent above it. Just south of the kitchen window are a single powder room window, a radon exhaust fan, and a basement window well giving light to the furnace room.

The west façade is remarkable for the porte cochere with a low-pitched hip roof under which horses and carriages passed decades ago, and tall vans and tow trucks move today. The roof is supported by thick rectangular pillars with thick piers at their bases framing the west entrance to the house. A ceiling lantern provides light. Three single windows in the second story give light to two bedrooms and a closet. The coal chute to the basement is beneath a pier on the north side. The roofline continues west from the north side of the port cochere, across the west façade, then eastward across the south façade where the port cochere's roof pitch matches that of the long first story eave and emphasizes the horizontal lines of the house.

Exterior lighting. Original outdoor lighting is a feature of the main (south) entryway. The four-sided lanterns are copper with a dark green patina, four glass panels flared at the bottom, single bulbs, with a design that echoes the leaded sidelights of the front door. The front entry has an identical ceiling fixture in the aedicule and sconces on either side of the arched opening. The porte cochere has a reconstructed single ceiling fixture identical to the ones at the front door, as does the sunroom, and the kitchen porch has a similar reconstructed fixture mounted as a sconce. Added outdoor security lighting includes two flood lights at each of the southwest and southeast corners under the second-floor eaves and above the kitchen porch. Exterior garage lighting includes a similar lantern sconce at the east end of the carport and recessed ceiling lights all connected to a motion sensor.

Interior, Main Floor

From the front, one enters the house by the front door just to the right of a large oak stairwell with narrow bay windows extending up two floors to the bedroom level.

Entry foyer, looking west, main stair to left

In the entry hall quartersawn oak adorns the walls from floor to ceiling on the north, south, and west. Doors to the west lead to the library and to the servants' hall. Between them is a large mirror with baroque framing which is believed to be original to the home. Straight ahead to the north are leaded glass French doors to the dining room, with a Japanese-screen design. To the east are two squared columns with Doric capitals and a distinctive three pendentive drop motif. A large box beam rests on the capitals and frames the broad entrance to the living room.

The white oak flooring of the entry hall continues in the living room where the walls and ceiling are lath and plaster. Finely grained oak in the crown and baseboard molding and in the door and window frames reflect the quality of the woodwork chosen for this home. The windows on the south wall are a pair of French doors separated by an identical panel of leaded glass. All three are now covered with stopped-in storm windows. The exact same pattern is found in the library's south wall windows. The north wall windows have a pair of casements, one with a stopped-in storm and the other with a removable storm panel which can be opened to let a breeze in through the window screen. Identical casement windows are on the north wall of the dining room. The narrow doors on either side of the living room fireplace access what was once an open-air porch. Windows and storm panes were likely added in the 1950s, with the addition of baseboard heat, to make the room usable year-round. The floor has indoor/outdoor carpet. One window on the south wall retains its screen and can be opened for fresh

air. A separate stairway enters into the house by means of the sunroom on the main level from Sherman Street.

The real attraction of the living room is the fireplace. When the Ogdens purchased the house in 2005, the brick above the oak mantle was covered with Beaverboard and painted to match the walls.[6] Below the mantle the brick and sandstone were likewise painted to carry on the monochromatic motif. In 2007 the Beaverboard was removed to reveal smooth high-quality brick in perfect shape and a sandstone lintel that had been chiseled flush with brick to cover them with as little reveal as possible. This damaged lintel was removed and its proper texture restored, before placing it back in the fireplace. Below the mantle; the painted bricks, sandstone, and mortar were stripped as much as possible, and the remaining paint covered with gray stain appropriate for dark mortar. Wall to wall carpeting was removed to reveal the original oak floor in excellent condition. Wires for chandeliers, which are period-appropriate reconstructions, were sought and found in the ceiling. Sconces indicated by non-functioning switches were restored to each end of the mantle. Spotlights for art works were added; modern wiring restored full function to switches. The molding in the living room is beautifully crafted quarter-sawn oak, finely joined.

Living room with fireplace, leaded glass doors lead to sunporch

[6] Beaverboard is a fiberboard building material, formed of wood fiber compressed into sheets, similar to Masonite.

The dining room is entered from the living room by way of leaded-glass French doors in a Japanese screen-lattice pattern characteristic of the Prairie School. Seventy-one inches of quarter sawn, tiger-striped oak wainscoting adorns the walls, topped with a plate rail. The walls above are faux painted with two-toned blue highlights. Above that is a picture rail and twelve inches of dark oak cove molding at the ceiling. The ceiling is sheetrock after an upstairs bathtub overflow resulted in ceiling failure many years ago. The large picture window in the dining room had a view of Mt. Spokane before the trees grew and a neighboring house was moved to 11th and Sherman, obscuring the mountain view. The chandelier is a modern reconstruction of a period-appropriate fixture.

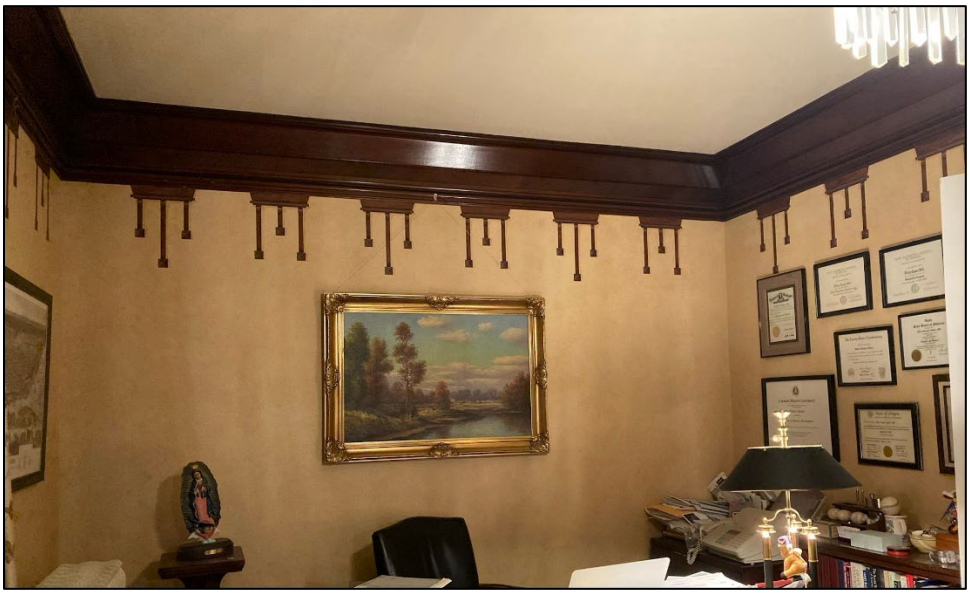
Through the swinging door on the west wall of the dining room is a butler's pantry. This space was restored during a kitchen remodel 17 years ago. The south wall of the hall between the dining room and kitchen was found to be of modern 2x4 construction. When removed, the space opened to the original countertop wrapping the space, cabinet drawers beneath, and cabinets above missing their glass panel fronts. A few original brackets, cabinet doors, and hardware remained to guide the restoration of the butler's pantry. The laundry chute and ceiling light are original. Updates include quartz countertops, a pair of drawer dishwashers, a bar sink with instant hot water tap in the location of the original, a beverage refrigerator under the counter, and an antique/period appropriate decorative slipper above the bar sink.

Butler's pantry, south side

Moving to the kitchen, note that using the exterior backyard stairs for delivery of ice and dairy is long obsolete, yet the original insulated icebox doors remain on the exterior of the kitchen. The range hood exhaust taps into the original furnace chimney stack. A double sink is under the window on the west wall. Originally the sink and drainboard were where the refrigerator/freezer is now. The original west window opening as seen from outside indicates there was no counter or cabinetry where the sink is now, but the northwest corner of the kitchen may have had some cabinet storage and counter space. Instead of a countertop peninsula, there was likely a moveable worktable. The beadboard of the butler's pantry and shelving units were recreated in the kitchen for a continuous aesthetic between the two related rooms. Lead/zinc-paned casement windows were reconstructed to echo the designs of those on the rest of the main

floor.[7] The kitchen porch door and transom window on the north wall are original. The kitchen walls and ceiling, having endured at least three remodels, lack their original lath and plaster, and are covered in drywall instead. The unique kitchen ceiling light fixture is original.

A powder room is to the south of the kitchen and the servant's stairs opposite proceeds to the bedroom level on the second floor. The powder room appears to have the original floor tile. A hallway extends from the porte cochere entrance to the entry hall alongside the stairway and the library



Drawn pendentives border in library

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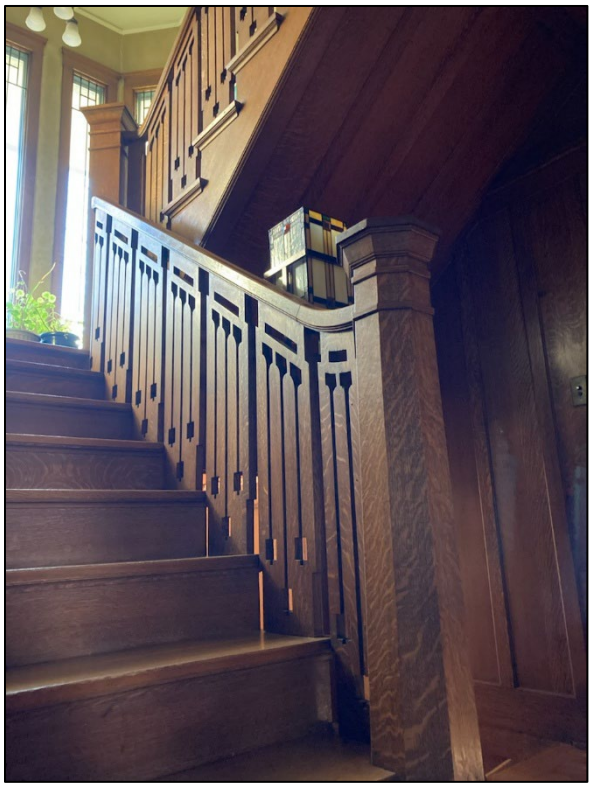
The library features a pair of leaded glass French doors separated by a full-length leaded glass panel identical to those in the living room. The door and window frames, crown and baseboard molding, and built-in bookshelves are mahogany. On the walls, artist Kelly Boyle created a trompe l'oeuil border with the three wooden (actually pastel) pendentives to echo the motif on the pillars in the living room.

Interior, Second Floor

The second level of the house is accessed by the main oak staircase to a central hall, or from the servants' stairs across from the powder room. The main staircase is in the entry hall. It features quarter sawn oak balusters milled with the same triple pendentive motif as the living room pillars, three capped newel posts (bottom, landing and at the top), and

[7] Visitors from the family living in the home in the 1950s saw the recreated lead-paned kitchen windows on a tour of the home, and exclaimed, "Oh, you found the original windows!"

five tall narrow leaded glass lancet windows, with a linear geometric pattern matching the French doors to the dining room. The hallway landing floor is white oak, as are the bedroom floors throughout the second floor. The walls and ceilings are lath and plaster throughout the second floor.



Balustrade on main oak staircase

Facing north at the top of the stairs, there is a large/double bedroom to the left or west. The south wall of this bedroom has a pair of leaded glass casement windows separated by a same size leaded glass pane with a stopped-in storm window.

A leaded-glass door on the east wall of the second-floor hall gives access to the master bedroom suite. The five-bulb antique light fixture in the middle of the ceiling is not original, but most other fixtures on the second floor are believed to be. The walk-in closet has a built-in wardrobe and drawers. A window with screen and storm is on the south wall of the walk-in closet. The south wall of the bedroom has the leaded glass casement triptych like the westernmost bedroom in a symmetric location and centered above the living room south wall French doors. The east wall has a single leaded glass casement window like the west wall window in the double bedroom.

The main feature of the east wall is a fireplace with hearth and surround of red tile, with white enamel corbels supporting the white enamel mantle. The masonry above and to the sides of the fireplace is plastered smooth like the walls and suggests a smaller, more intimate space, compared to the living room and basement with their fireplaces. The sleeping porch is accessed from the leaded glass door on the north wall of the master bedroom and is almost entirely comprised of leaded windows, affording not only a cool breeze in the summer but excellent light and views at tree-top level. The master bathroom has been updated with a whirlpool tub/walk-in shower and heated floor, and the herringbone-patterned tile is inspired by the original floor. The framed gold angels in the artwork hanging in the cabinet area of the bathroom is all that could be saved from the Vitrolite dado of the original bathroom. Now the walls have tile below the dado rail and in the tub/shower enclosure.

The family bathroom at the top of the servants' stairs was restored with a ball and claw foot tub, new floor, and rebuilt casement window with screen and storm in 2007.

The bedroom at the northwest end of the servants' hallway has its casement windows (west wall and north wall in closet) rebuilt with screens and storms.

All windows on this level are of the same linear Prairie School design as the main floor. These windows open to screens with removable storm panes. An identical set is found in the master suite, and each set of windows is centered above French doors on the floor below. There is a single casement window with screen and storm on the west wall, and another like it on the west wall of the walk-in double closet. Door and window frame woodwork is painted with an ivory satin finish throughout the second floor instead of the original white enamel indicated in newspaper articles of 1912. This includes built-in cabinets and drawers throughout the second floor. Walls and ceilings are lath and plaster except where repairs or wiring upgrades had to be made. There is no crown molding on the second floor, only a picture rail painted white which is believed to be original.

Interior, Basement/Ballroom level

The basement is accessed by a wide staircase between the entry hall above and the basement landing hall. Midway is a landing surrounded by the external octagonal bay. Wood above the midway landing is quarter-sawn and stained oak like the main level, with stained fir below. The basement stairs and trim were painted dark brown; these have all been stripped and stained to reveal the original fir with striking grain. At the bottom of the stairs is a ballroom/billiard room to the right, a door straight ahead to a guest room (originally servants' suite), a door to the left to the pantry (fruit room), furnace room, and laundry room, and a door behind and left to a storage room under the stairs. All the fir doors have been stripped and stained to showcase their original grain on the basement landing side and painted on the opposite side.

The original newspaper article describing the ballroom noted the large fireplace and massive beamed ceiling.[8] Before the recent restoration there were no beams, just shadows on the crown molding at the north end of the fireplace brick and on the wall opposite as if there had been a temporary wall dividing the space. The rustic fireplace brick and sandstone were painted in a monochromatic scheme matching the walls. Stripping paint from the brick and sandstone uncovered a white surface which could not be stripped and is thought to be a wash of Portland cement. Chiseling small spots of this wash revealed a variety of underlying brick color and texture, some possibly clinker brick. The tight mortar joints suggest this fireplace masonry was meant to be seen and appreciated, not covered. The fir mantle and lintel have been stripped and stained like the crown and baseboard molding, revealing a geometric design. The bricks and mortar have all been faux painted individually giving a rustic appearance and bringing forward the original color under the immovable whitewash.

[8] "Handsome Residence in Rockwood," *Spokesman-Review,* September 1, 1912.

Restored fireplace and box beams in basement ballroom

Strongly grained box beams are now restored to the ballroom ceiling, echoing the grain evident in the original fir of the baseboard and stairway. The floor is a vibrant orange and blond maple in the landing and ballroom. Three leaded-glass casement windows open inward to the ballroom. All leaded-glass windows in the basement level are of the same Prairie School design as the main and bedroom levels. Two of the windows have permanent storm windows and the third has a screen and no storm and serves as an egress window. All are covered with burglar bars and the egress window's bars can be unlocked and pushed out. The walls below grade are concrete with brick above grade.[9] Interior walls and ceilings are lath and plaster. The two matching five-bulb chandeliers in the ballroom are original, and a modern re-creation chandelier hangs at the base of the stairs.

The guestroom floor in the basement is stained fir. The walls are papered and the ceiling is pale blue with an antique, period-appropriate five-bulb chandelier in the center. The guest room has a double closet and an ensuite bath. There are three windows on the north wall identical in design to those in the ballroom. The bathroom is accessed either through the bedroom or from the laundry room. The bathroom floor is linoleum on concrete, six inches below the fir floor of the bedroom. The dropped ceiling hides water pipes, wires and cables. There is a fluorescent light fixture flush with the dropped ceiling and sconces on either side of the mirror.

[9] A previous owner indicated that the daylight basement was made possible by hard-digging two feet below grade during original construction.

At the basement landing, there is a door to a storage room/wine cellar under the stairs. There is a six-inch drop to the concrete floor and a radon pipe is visible. To the right of the stairs is a door to the servants' hallway. Again, there is a six-inch step down to the concrete floor. On the left is the fruit room with built-in cabinets for storing canned fruit and an antique drop light? fixture. To the right of the fruit room is the furnace room. The coal chute is boarded up, but the residue of coal dust remains on the walls and ceiling. The original furnace was replaced with an oil furnace, and that was changed out for a natural gas burner that provides hot water radiant heat for the house, utilizing the original cast iron radiators with floral patterns throughout the home.

To the right (north) of the furnace room is the laundry room with the original double utility sink, washer and dryer, water softener, tankless water heater and chest freezer. The basement has an egress door to the patio at the northeast corner of the room.

The concrete basement floor is painted red in the utility room, fruit room, and hallway at the base of the servants' stairs. Narrow wooden stairs lead up to a small servants' hallway on the first floor with access to the kitchen, powder room, porte cochere, library, servants' hall to main entry hall, and the continuation of the servants' stairs to the second floor.

GARAGE

Originally a driveway proceeded from Sherman Street to the garage at the north end of lot 14, then curved to the south, passing through the port cochere and meeting 12th Avenue between two of the stuccoed concrete planters. The garage was originally designed to house two automobiles side-by-side with a garage door for each. A one-car garage was built instead. Wolfle purchased a Cadillac in 1912 and another in 1915. The garage is brick with wood framing and covered with the rough cast stucco on the exterior and exposed brick on the interior. There are two single-pane casement windows on the south wall at ground level and two on the east wall and south wall, in the storage loft above. Pencil notations in the garage on the wooden stair railing dating from 1918 indicate mileage for tire wear and oil changes. The carport was added in ca. 1975 and has recently been rebuilt.

Garage and carport, looking northwest

CHANGES OVER TIME

The architectural integrity of the house and grounds remains intact to this day with very few changes. The footprint of the house itself has not changed, and the interior has been maintained with an eye to preservation or restored as close to its original appearance and quality as possible.

The master bathroom has been updated, inside the original bathroom dimensions, and the original flooring has been restored.

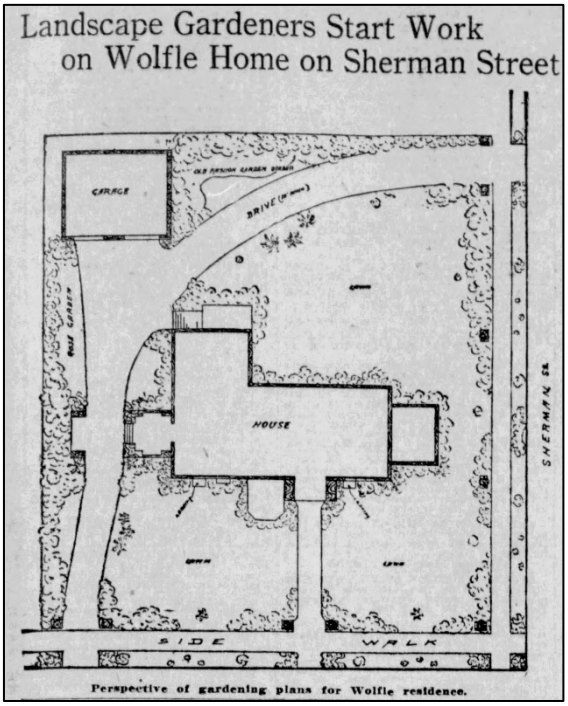
The faux painting of the ballroom fireplace (necessitated by the Portland cement), restored the color and emphasized the textures of the original brick. The sandstone lintel in the ballroom is a remarkable faux painting, indistinguishable from the stone.

In the back yard, the driveway from Sherman Street was removed when the swimming pool was placed in 1975. The stairway from the kitchen porch to the driveway was reversed from west to east to terminate within the fenced area for safety.

A shed-roof carport was attached to the south side of the garage with a wood frame and rustic wood slats for a privacy wall, (probably installed in the 1970's), was demolished in 2025 and replaced with a new carport designed to match the original porte cochere of the main house. Construction of this carport included poured concrete footings, a one-foot-

thick knee wall, and three weight-bearing posts covered with plywood and chicken-wire substrate for a rough stucco coat, including on the carport ceiling. A low-pitch metal roof consistent with the 1912 construction was color-matched to the red composite shingles of the house and garage roofs. The result is a carport that looks like it belongs to the property and is fully in keeping with the Prairie Style. A garden with raised beds and paved paths has been placed to the west of the garage.

A white vinyl security fence now surrounds a 40-by-20-foot swimming pool and patio with locking gates where the fence meets the northeast and northwest corners of the house. A vegetable garden with raised beds and paved paths has been placed to the west of the garage.



Site Design in 1912

The light fixture in the servants' hall going up is a 2025 addition and air conditioning has been added to the second floor. Attic access had been at the top of the servants' stairs in the stairwell and has been moved three feet to the north in the hallway.

The knob and tube wiring throughout the home has been replaced with modern wiring in accordance with insurance company expectations. No woodwork was damaged to accomplish this necessary task.

In April of 2024, the Ogdens hired Brian Westmoreland of Authentic Restoration Services to restore and repair the home as closely to its original aesthetic as possible.

SUMMARY OF INTEGRITY

The Wolfle-Trunkey House retains a high level of architectural and aesthetic integrity of location, design, materials, workmanship, and is in excellent condition. It is a singular example of the Prairie School style and Earl Morrison's genius in Spokane.

STATEMENT OF SIGNIFICANCE

The 1912 Wolfle-Trunkey House on Spokane's South Hill is contributing to the Rockwood National Register Historic District but is also individually significant and eligible for listing in the Spokane Register of Historic Places. It is significant under Category B for its association with persons important to our past, for its association with Conrad Wolfle, a successful mine owner of the United Copper Mine, among others, who also became prominent in other lines of business. He owned and lived in the house from 1912 to 1919. It is also significant for its association with Harvey Trunkey, who became involved in the wholesale grocery business in Spokane and was ultimately the owner of the longest running wholesale business in the city, at 50 years. Turnkey and his family lived in the house from 1919 to 1943. The house is also significant under Category C, for both its design and as the work of a master architect. It is an exemplar of the Prairie School in Spokane and the first Prairie School style house in Spokane by Chicago-trained prodigy architect Earl W. Morrison. The house was built by Amil Theodore Johnson, who constructed numerous houses on Spokane's South Hill and was a long-time associate of Morrison. The singular house retains excellent integrity and is in excellent condition.

HISTORIC CONTEXT

The Rockwood Historic District

The Rockwood Historic District was listed as a National Register Historic District in 1997 and is a prime example of the City Beautiful Movement made famous by the Olmsted Brothers of Brookline, Massachusetts nearly a century before.[10] In 1908, these famous landscape architects were brought to Spokane by Aubrey White, the first President of the Spokane Park Board, to take advantage of the natural topographic features of the region. White, J.P. Graves (who owned much of the land on Spokane's South Hill), and David Brown (who owned neighboring tracts to Graves'), knew that homes located near parks would support a healthier, happier citizenry - and hence be more desirable and profitable. The rocky outcroppings, basalt bluffs, ponds, and mature Ponderosa stands on Spokane's South Hill provided an ideal canvas for Olmsted's designs, characteristics of which included pastoral, winding streets, triangle parks (three are near Garfield Road and one is at 12th and Sherman, south of the subject property), and houses that are set well back from streets lined with mature trees.

Beginning at Rockwood Boulevard and 11th, two stone pillars topped with martin houses announce the commencement of Rockwood Boulevard; similar pillars are present at Highland Boulevard and Hatch Street.[11] Remains of the street car line established by J.P. Graves can still be seen between Upper Terrace and Arthur Streets on the south side of

[10] Glenn Warren Davis, "David and Edith Ackerman House," Spokane Register of Historic Places Nomination, April 15, 2011. https://properties.historicspokane.org/property/?PropertyID=2044.
[11] "Picturesque Rockwood Boulevard, an Addition of Ledges, Pines and Views," *The Spokesman-Review,* August 11, 1909:33

the boulevard; the line would have run along the now flat grassy area, and stone steps which would have led up to the platforms are still visible at Rockwood Boulevard and Syringa Road. The Rockwood Historic District stretches from Hatch Road to Arthur running west to east, and from 10th and Rockwood Boulevard to 29th Avenue, north to south. The varied topography includes 350 equally varied homes which were built from 1908 into the 1960s, the majority of them prior to World War II.

Olmsted-designed triangle park at 12th and Sherman

Spokane's leading architects were quick to take up the challenge of filling this desirable area with fine, distinctive mansions and cottages, set back on large lots of varying sizes. Tudor, Prairie, Colonial Revival, Spanish, and Arts and Craft Bungalow styles, as well many others can be seen along meandering Rockwood Boulevard and many of the side streets.[12] Architects such as William Hyslop, Gustav Pehrson, Archibald Rigg, John Anderson, and Earl Morrison showcased their talents with many and varied designs. The triangle park at 12th and Sherman is encircled by a veritable portfolio of styles by Earl Morrison, showcasing his Prairie School (facing 12th), Tudor Revival (facing Sherman) and Colonial Revival styles (facing Rockwood Blvd).

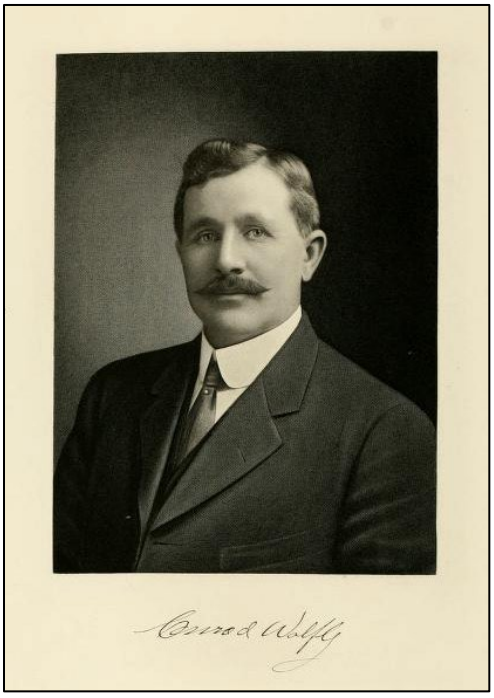
Also notable is the Neo-Gothic Cathedral of St. John the Evangelist, celebrating its 100 year anniversary this year (begun 1925, last addition 1972). A magnificent work of native sandstone and Connick studio stained glass, it was designed by Harold Whitehouse and finished in his lifetime; a remarkable feat considering that most cathedrals take

[12] City of Spokane, "Rockwood," *Shaping Spokane,* rockwood.spokaneneighborhoods.org, accessed March 3, 2026.

hundreds of years to complete. This is a testament to the vision and commitment of early Spokanites. The historic brick Rockwood Bakery on 18th, and Spanish-style Hutton Elementary School at 24th and Hatch are other notable non-residential buildings which add character and neighborhood identity to the district.

United Copper Mine Owner Conrad Wolfle, Jr.

Conrad Wolfle Jr. lived in the house at 415 E. 12th Avenue from 1912, just after it was constructed, until 1919.



Conrad *Wolfle in 1912*

In 1871 the Spokane Tribe of Indians had been living seasonally and fishing at the Spokane falls for centuries, if not millennia. They had sporadic contact with Euromericans in the previous 100 years and had been exposed to their way of life and threat of illness that came with it. Thus, it may not have been a happy development when James Downing and Seth Scranton, homesteaders from Montana arrived and began farming and ranching. Two years later James Glover of Oregon came to the falls to evaluate the area for future development. With the natural power source and the idea that a transcontinental railroad would soon traverse the region, Glover decided to stay and bought out Downing and the Scranton. The Northern Pacific railroad arrived from the west in 1881 to serve a population of 1,000. When A. J. Pritchard, an Idaho lumberjack/prospector found gold in the tributary creeks of the Coeur d'Alene River in 1883, the Northern Pacific was all too happy to transport prospectors. Glover made a fortune in real estate and is remembered today as the Father of Spokane. The city's economic engine in its first five decades would be mining.[13]

Meanwhile life was getting complicated for German ex-pats in what was then Russia. In the 1760s Czarina Catherine the Great invited German farmers to the plains of Ukraine and the Volga watershed to make the land productive. German farmers found themselves landless unless they were eldest sons, and Catherine the Great was offering them breathing room. She promised they could keep their language, schools, and religion, and no mandatory military service. Over time these promises were eroded, and these Germans-from-Russia were looking to relocate in the latter 19th century as American railroad companies were looking for customers to serve.

[13] Tony and Suzanne Bamonte, *Spokane Our Early History*. Spokane, WA: Tornado Creek Publications, 2011:6.

This is how Conrad Wolfle, a native of Bessarabia, came to immigrate to the US at the age of six in 1878, aboard the *Mosel* with his parents Konrad, Sr. and Anna Meyer Wolfle, and two older siblings. They settled in South Dakota for ten years, where three more children were born to them, before relocating to Portland, Oregon, where their last child was born.

With an eighth-grade education at the age of eighteen, Conrad, Jr. tried farming and railroad construction.[14] Durham's biography says he first came to Spokane in 1895, though he is not listed in a city directory until the Williams Official British Columbia Directory lists him as a miner in Rossland, 1899.[15] That same year he married Paulina Koch, daughter of the Congregational minister of Ritzville, Washington. Polk's Directories list him as a prospector living with his parents in Portland in 1901. Conrad Wolfle is not in the 1900 US census or the Canadian census of 1901. He appears in the 13 Mar 1901 *Spokane Chronicle* as an "expert in marble" touting the Spokane Marble company's quarry.[16] It may be that he was residing in British Columbia during the 1900 US census, and in the US during the 1901 Canadian census. In 1902 Wolfle was listed as a prospector in the Portland directory and in the Spokane directory as the manager of Golden Monarch Mining and Milling in the Mohawk Block with his home at 13th and Sheridan. In 1904 he is the secretary and manager of the Golden Monarch with a home at 368 E. Blaine Avenue (now 7th Avenue). He and others formed the Golden Monarch Mining Company in Rossland, British Columbia, before returning to Spokane. The company office was moved to Ritzville in 1903. The United Copper Mining Company was formed in Spokane with many of the same associates in 1906.

Newspaper reports of Wolfle's Ymir, British Columbia, mines near Rossland were always optimistic with the next big strike just ahead, equipment to be installed, debts to be paid soon.[17] Overstated promotions and under-capitalization became the story of Conrad Wolfle's career. Not content with a mining fortune, Wolfle had other interests like a sanitarium on the shore of Medical Lake, and a scheme to filter biologic contaminants from Medical Lake water which would be bottled and sold for its healing properties for the benefit of those who would drink it.

The United Copper mine was acquired by Judge A. V. Shepler of Chewelah in 1891. Development continued until 1906 when Conrad Wolfle acquired the Shepler group of mines near Chewelah, about a mile south of the Copper King mine, for a group of eastern investors. That's when the United Copper Mining Company began to ship ore from their Widow's Mite claim. At United Copper's first annual meeting in January of 1907 Wolfle

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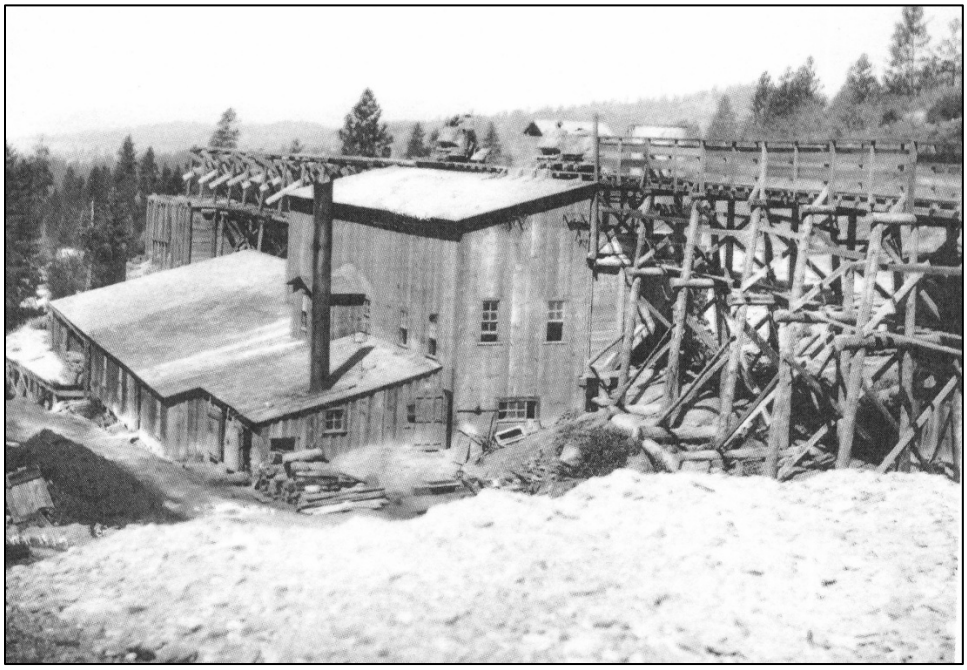
[14] US Census, 1940. Sources of information in this section are from US census records, city directories (Spokane. WA, Portland, OR, Oakland, CA and Rossland, BC), immigrant lists, and other vital statistic records as found in *Ancestry.org.*

[15] N.W. Durham, *History of the City of Spokane and Spokane Country Washington From Its Earliest Settlement to the Present Time, Volume II.* Spokane, WA: S. J. Clarke Publishing Company, 1912:202-205.

[16] "Varied Hues in Marble," *Spokane Chronicle,* March 13, 1901:2.

[17] "Monarch Will Ship," *Spokane Chronicle,* March 26, 1901:8.

told of plans to build a six-mile rail spur between the mines and the Spokane Falls and Northern (SF&N) tracks in Chewelah. His expectation was that the mines would produce in a year the $25,000 needed to build the six-mile spur.[18]



United Copper Mine, Chewelah, Washington (no date)

In 1907 news of mining progress was muted by Wolfle's foray into Spokane politics. He ran for the Republican nomination for the 1st precinct city council seat. The party did not endorse any candidate until after the primary. Just a few days before the election, Wolfle told the *Spokane Chronicle* that he had been approached with an offer to be hired as city engineer if he would drop out of the race. Wolfle decried this as a bribe and refused the offer. When the votes were counted, Wolfle finished a close second in a four-man race. Meanwhile Wolfle was hired as mine engineer by the Nellie S. Mine about a mile south of the United Copper. They struck ore in June.

Mining and ore shipments continued through 1908. In January 1909 Wolfle announced that he had sold the last 140,000 shares of United Copper stock to a Seattle investor which enabled the company to get out of debt and have cash left over to continue development. The annual meeting two weeks later brought the promise of a dividend in the near future. Also, the SF&N assured Wolfle that construction of the rail spur would begin in the spring. Grading was underway in June.

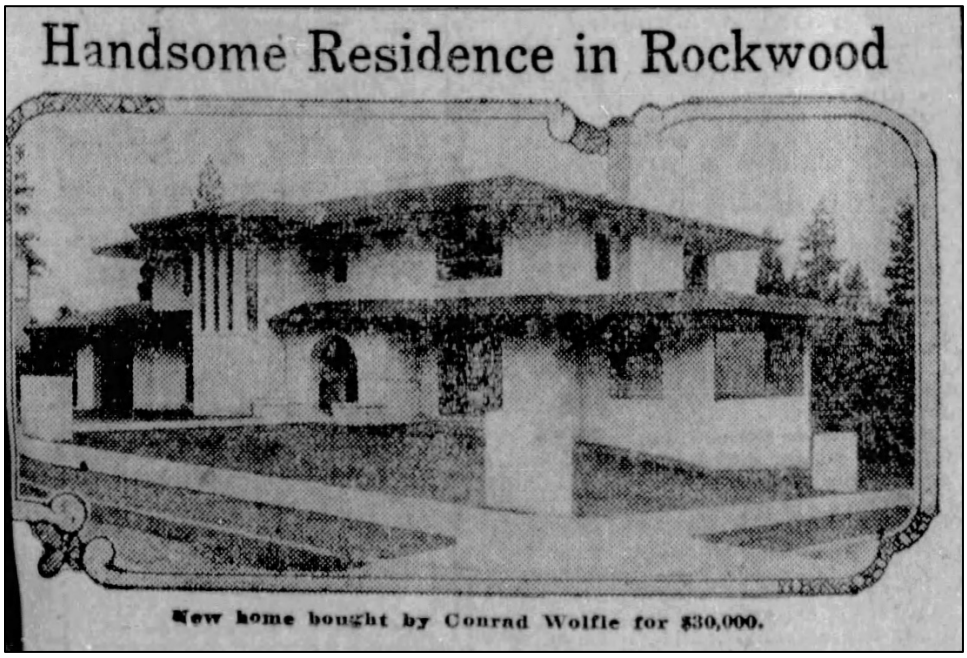
[18] "Electric Railway to Mines Near Chewelah," *Spokane Chronicle,* December 1, 1906:1.

Conrad Wolfle's information in the 1910 US Census is noteworthy.[19] He claims to have been born a US citizen in South Dakota, not naturalized. His baptism record as an infant in Bessarabia in Eastern Europe is available and gives the date as 27 September 1871. Immigration records include passenger lists where Conrad, Jr. is listed with parents Conrad, Sr., Anna, sister Caroline, and brother David, aboard the *Mosel* arriving 13 April 1878.[20] The US Census of 1880 shows the Wolfle family in Hutchinson County, South Dakota, with the entire family born in Russia except youngest child Barbara, born in "Dakota," a territory. Certainly Conrad, Jr. would have had life-long memories of a transatlantic voyage at the age of 6 ½. He must have known where he was born, but he falsely recorded South Dakota as his birth place for the rest of his life.[21]

Mining in the Chewelah District continued apace in 1910 and 1911. By the end of 1911 United Copper had a net profit of $20,000 per month. The 16 March 1912 *Spokane Chronicle* included Wolfle in a review of mining men who were meeting with success. The Copper Queen claim was leased for two years. A dividend was teased in a May announcement. Hiring was up in June when a dividend was formally announced, to begin 1 August at $10,000 per month. Share prices rose. Copper-silver ore was uncovered. At the close of 1912 a total of $40,000 in dividends had been paid.

Surveyors were plotting a mile-long aerial tramway connecting the Aurora and United Copper mines with the anticipated rail spur to be built to the Chewelah tracks.

[19] All vital statistics records are available on *Ancestry.com* under the name Conrad Wolfle (or variations of the spelling), unless otherwise noted.
[20] Conrad Wolfle in the "New York, U.S., Arriving Passenger and Crew Lists," *Ancestry,* accessed February 2026.
[21] There was likely no advantage to claiming birth citizenship rather than naturalization. Circa 1880 naturalization procedures were rather simple. An adult (over 21) male needed to file a declaration of intention ("first papers") after having lived in the US for two years, then live in the US continually for at least three more years, before filing a petition of naturalization ("second papers") and swearing an oath of loyalty to the US and renunciation of loyalty to any other nation or ruler. Women were granted citizenship by virtue of marrying a citizen. Minor children were granted citizenship (derivation) upon their fathers' naturalization. Thus, citizenship depended on the status of the husband/father. The 1900 census shows Conrad Wolfle, Sr., as naturalized. It is not known whether Conrad Jr. obtained naturalization by derivation or through undertaking the naturalization process on his own. His reasoning for falsely claiming that he was born in South Dakota is not known.



Conrad Wolfle House in Rockwood, 1912

1912 was a big year on the home front. Conrad Wolfle bought a home designed by Earl Morrison and under construction by A. T. Johnson according to the 1 Sep 1912 *Spokesman-Review*.[22] In October plans for a two-car garage, landscaping, and a sunken tennis court were shown.[23] Wolfle's purchase of a new Cadillac touring car was noted in the April 2nd *Spokane Chronicle*.

Wolfle signed a contract in January 1913 to buy electricity for the United Copper and Aurora mines for 10 years from the Stevens County Light and Power company. In February it was reported that only the last mile of the rail spur remained to be surveyed, and half of the rail bed had been graded. Electric milling and concentrating equipment was purchased in April, and by October it was in operation.

United Copper owners sold part of the Old Sport group of mines which they had bought just a year earlier on Vancouver Island. The new owners, Cullen and Bacon of the Stewart mines in northern Idaho, paid $500,000 cash and covered the remainder of Wolfle and company's $70,000 bond. Cullen and Bacon were associates of August Heinze, one of Butte's Copper Kings. Old Sport sold a few months later to the Stewart Mines which had been part of Heinze's holdings.[24]

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[22] "Handsome Residence in Rockwood, Pays $30,000 for Home in Rockwood," *The Spokesman-Review,* September 1, 1912:25.
[23] "Landscape Gardeners Start Work on Wolfle Home on Sherman Street," *Spokane Chronicle,* October 16, 1912:16. "Conrad Wolfle Add to Homesite," *Spokane Chronicle,* October 28, 1912:21.
[24] "Buy Rich Claims," *Spokane Chronicle,* January 3, 1914:2.

United Copper went up on rumors of a high-grade ore strike which Wolfle confirmed. On April Fool's Day in 1914 he was feted by the Mining Men's Club at the Hotel Spokane. Judge George Turner was the toastmaster, and Conrad Wolfle's friends and business associates took turns lauding his hard work, astute judgment and luck.[25] On Tuesday, 26 May, there was an automobile caravan with dozens of cars leaving Spokane in the morning and stopping at the springs three miles south of Chewelah where they were met by the town's dignitaries and a brass band which led them into town as if in a Roman triumph. By May Wolfle had a majority ownership stake in the Stevens County Light and Power company. There was a mine inspection in the afternoon, and dinner at the Yale Hotel with Judge Turner again as toastmaster.

Conrad Wolfle was also getting notice for non-mining and social activities. He was named to the board of directors of Fidelity National Bank in Spokane.[26] His wife's musicales at home made the social pages. One of those events featured, among other performers, Miss Madeleine Byler. One could also read of the Wolfle's summer vacation plans and their Ritzville niece's wedding at the Wolfle home in Spokane. There was a November 1914 dance party at the Wolfle home. Charity contributions were made for the impoverished during the lean, cold winter months.

Wolfle bought a new Cadillac in July, 1915. He also bought an empty lot on the west side of Cedar between Sprague and 1st Avenues with the intent of building a garage.

Wolfle was in a party of 60 Spokane businessmen who took a two-day inspection tour of the Coeur d'Alene districts, including Nine Mile and Beaver Creek mines. Three weeks later Wolfle was in the Nine Mile area for several days. On November 1 the *Spokane Chronicle* noted that the United Copper was for sale and a deal was imminent. On the 17th it was reported that Wolfle was president of the recently formed Red Monarch Consolidated Mining Company with offices in Spokane's Hutton Building and his brother-in-law serving as secretary-treasurer.[27] A group of several mines was added to Red Monarch's holdings in December. The capital needed to make the Red Monarch purchase was likely the impetus to put the United Copper on the market, and Wolfle no doubt had a firm price in mind. Despite the street rumors in November 1915 the United Copper sale did not close then or later, so money would have to be raised.[28] Starting 19 December 1915 Wolfle published a series of ten full-page advertisements in *The Spokesman-Review*, attempting to attract investors, each running once, and followed by the next in a couple days, ending 15 January 1916.[29]

Two weeks after the last newspaper ad, Pauline Wolfle was reported to be seriously ill with heart failure. She died at her Spokane home 7 February 1916 at the age of 36.[30]

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[25] "Celebrate Strike at Large Banquet," *Spokane Chronicle,* April 1, 1914:15.
[26] "Wolfle Becomes Bank Director," *Spokane Chronicle,* May 25, 1914:20.
[27] "Wolfle Leads Red Monarch," *The Spokesman-Review,* November 14, 1915:14.
[28] "United Copper Deal Proceeds," *Spokane Chronicle,* November 1, 1915:6.
[29] "Buy Red Monarch Consolidated," (ad), *The Spokesman-Review,* January 11, 1916:15.
[30] "Mrs. Wolfle Dead of Heart Trouble," *Spokane Chronicle,* February 8, 1916:15.

Durham's biography of Conrad states they had two children both of whom died young, though birth or death certificates were not found to support this.[31] Mrs. Wolfle developed valvular heart disease, perhaps from rheumatic fever for which there was no antibiotic therapy at the time. Upper respiratory infections, trivial to most, were serious illnesses for her. She left an estate worth about $200,000 in June, mostly in mining stocks (Red Monarch, Belmont Banner, United Copper), and stocks in Fidelity National Bank, in the General Machine company, which was owned in part by her brother-in-law Gale Smith, and in Stevens County Light and Power. About $40,000 was in cash and real estate. On 13 October 1916 the executor, Conrad Wolfle, submitted a total of $122,024 in property and stocks against about $35,000 in debt for a total of about $90,000.[32] The difference in estate value over four months perhaps was due to the valuation of mining stocks, volatile even in times of stability. Wolfle donated a set of 20 Swiss chimes to the Westminster Congregational church in memory of Pauline.

Wolfle bought the City Market building on 2nd Avenue at Stevens in Spokane on January 2, 1917. Spokane society was surprised to learn of the engagement of Madeleine Byler, a 24-year-old pianist, and Conrad Wolfle, 46-year-old millionaire mining man, two days later. The marriage was in February, just one day short of a year since Pauline's death. The new Mrs. Wolfle soon began advertising for a domestic to be paid in salary and housing starting 1 September 1917. The Wolfles welcomed the birth of a daughter, Madeleine Virginia, in November 1917.

Meanwhile the mining reports from United Copper and Red Monarch remained positive unless one read between the lines. United Copper reported quantitative values of ore per ton, hired more miners, was shipping ore, and paid monthly dividends again as of January 1917. Red Monarch reported qualitative analyses like "the face of the tunnel is filled with ore," and the shipping point "is not remote." Wolfle, however, maintained enough confidence in Red Monarch and Belmont Banner to promise permanent camps at each.

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[31] N.W. Durham, *History of the City of Spokane and Spokane Country Washington From its Earliest Settlement to the Present Tie, Volume II.* Spokane, WA: S.J. Clarke Publishing Company, 1912:202-205.
[32] "Mrs. Wolfle Leaves Estate of $122,024," *Spokane Chronicle,* October 13, 1916:3. "Mrs. Wolfle Left Valuable Estate," *Spokane Chronicle,* June 12, 1916:3.

November 1918 brought an end to World War I, and the inevitable drop in demand for metals and their ores, and the devaluing of mining stocks. On 13 November, two days after the armistice, businessmen and industrialists in Spokane, including Wolfle, painted an unreasonably rosy picture of the local economy with the return of servicemen. Meanwhile Wolfle sold the City Market and cut wages at United Copper by an average of 15% in January 1919. Six months later the wage rates were restored to retain labor. Dividends were expected again. Wolfle took over supervision of United Copper late in 1919 and was able to cut expenses by $5,000 per month while doubling ore shipments. In order to be a hands-on manager, Conrad Wolfle relocated with his family to Chewelah where they lived on Main Street, likely in The Yale Hotel, with 40 other boarders.[33]

Mrs. Wolfle and her daughters, 1925

Wolfle sold his Rockwood home to Harvey Trunkey of McClintock-Trunkey wholesale grocers.

The sales of the City Market and his Spokane home suggest dire economic straits for Wolfle. He relocated his family to Oakland, California in April 1920 where they remained near the Byler family until after the birth of their second child, Beatrice, in November 1920. That same month Conrad and Mrs. Wolfle were sued by G. I. Toeves, a partner of many years in both the Red Monarch and United Copper endeavors. Toeves was demanding payment of a $7,000 promissory note. He held 120,000 shares of Red Monarch stock as collateral and sought an order to sell the stock at a sheriff's sale, and a lien on the Wolfle's community property if the proceeds of the stock sale were inadequate to cover the note.[34] A *Spokane Chronicle* article noted that, despite a long tunnel, the Red Monarch never produced ore worth shipping.

After selling his grand home on 12th Avenue to prominent businessman and wholesale grocer Harvey Trunkey, Conrad Wolfle continued making a name for himself promoting

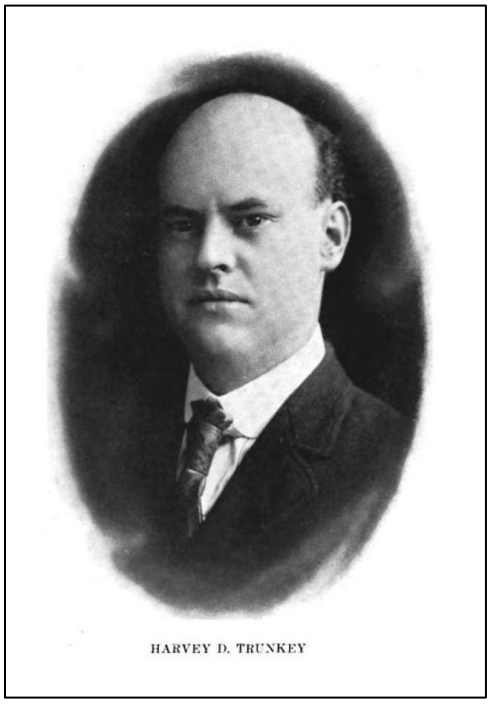
[33] Chewelah, Sanborn Fire Insurance map, 1915. US Census, 1920. The Yale Hotel was designed by renowned Spokane architects Cutter and Malmgren, and was considered the finest hotel north of Spokane. Laura Arksey, "Chewelah – Thumbnail History," *Historylink.org,* posted August 24, 2010. Accessed March 2026, https://www.historylink.org/File/9534.
[34] "Conrad Wolfle Faces Sheriff Sale for Debts," *Spokane Chronicle,* November 9, 1920:1.

mines and selling hope in mineral interests in Washington, Nevada, Idaho and even Alaska.[35] He envisioned and obtained permits for railroads connecting mines to smelters and shipping sites as early as 1922. As mining promotion naturally involves speculation and a certain degree of storytelling, Wolfle sometimes found his investors too impatient or believing they had been deceived - and in 1925 the US Post Office began investigating him for possible mail fraud. Forced to give up his interests in 1926, Conrad Wolfle moved back to Spokane with his family into another (smaller) Earl Morrison house at 728 East 23rd. Undeterred, Wolfle reopened his United Copper mine in Chewelah, as well as the Evolution mine in Idaho and was looking to expand into oil and gas wells when the mail fraud charges caught up with him again, and he was indicted by a federal grand jury on April 13, 1931.[36] Though he attempted to delay the trial and worked to repay his debts (nearly succeeding to reimburse all but $10,000), he ultimately was convicted on the evidence of a dictated letter to his wife, in which he stated he was "going to rob every last one of them." Though correspondence with a spouse is usually privileged, because he dictated this to his secretary and her notes were the ones submitted in the trial, Wolfle was found guilty and served almost two years in prison at McNeil Island.

Conrad Wolfle was a hardworking man who presented himself as a native of his adopted country, and a persuasive individual who could talk to miners, clergymen, and millionaires alike. While in Spokane he was known as a prominent visionary, promoting mines and railroads, and his home on 415 East 12th was the scene of many society functions. However, ultimately his fame came from the 1934 Supreme Court case "Wolfle vs United States" in which spousal privilege cannot be invoked if a letter to one's wife is dictated to a secretary, and those notes entered into the record. This case is cited even today for exploring the limits of privilege with a third party, often now in cyberspace.

[35] "Trunkey Buys Wolfle Home," *The Spokesman-Review,* October 21, 1919:6. "Conrad Wolfle," *Spokane Chronicle,* March 16, 1912:12.
[36] "Indict Wolfle, Local Mining Man Arrested and Must Face Fraud Charge," *The Spokane Press,* April 14, 1931:2.

Wholesale Grocery Owner Harvey Trunkey



Harvey Trunkey in 1912

Harvey D. Trunkey, owner of the longest-running wholesale grocery business in Spokane, lived in the house at 415 E. 12th Avenue from 1919 to 1943. He was one half of the well-known business partners R. O. McClintock and Harvey Trunkey, who intended to put down roots when they moved to Spokane in 1898, investing in Spokane's fortunes for the long term. Upon arrival they bought into a burgeoning grocery wholesale business poised to feed the growing timber and mining camps, and they hired renowned architects Cutter and Malmgren to design their first homes, cottages in the prestigious Browne's Addition, built side by side. Twenty years later they would buy larger, beautifully designed homes by Earl Morrison in the Rockwood neighborhood right next to one another around the triangle park at 12th and Sherman. Their wholesale grocery business lived on well after they were gone, gaining such name recognition and reputation that its descendant Roundup was bought by Fred Meyer in 1953 and retained that name well into the 1960s, indicating the esteem with which the McClintock/Trunkey names were held.

Harvey Trunkey was born 26 April 1875 in Helena, Arkansas, to Frank and Eliza Power Trunkey. He had one sister, Gertrude Gay, born 1 Jan 1874 in Helena. Harvey left school at 17 and worked as bookkeeper for a general merchandiser, R. O. McClintock, in nearby Mariana, Arkansas, where his sister Gay married McClintock on 27 Nov 1895. The McClintocks and Trunkey came to Spokane on January 29, 1898 and put $6,000 into Boothe-Powell wholesale grocers. Trunkey returned to Mariana, Arkansas, to marry Mamie Johnston of Mariana, 29 November 1898 as noted in the *Memphis Commercial Appeal*.

The 22 April 1899 *Spokane Chronicle* told of homes designed by Cutter and Malmgren to be built at the southwest corner of 4th and Hemlock in Browne's Addition for partners in the Boothe and Powell company. McClintock's and Trunkey's homes were similar, with McClintock's larger and costing $1,000 more than Trunkey's. They were each in the cottage style, two stories, with a basement and an attic. Meanwhile partner Edward Powell commissioned a home designed by Loren Rand on 1st Avenue in Browne's Addition, a short walk from McClintock and Trunkey. They shared the neighborhood for 20 years, long after Powell left the partnership.

Harvey and Mamie Trunkey quickly established themselves within the community. They were members of the First Presbyterian Church, members of the Spokane Club, and Spokane Country Club. They entertained prominent guests in their home and were connected to the McAtee-Monahan families through the marriage of their son Franklin. Harvey was Vice President of the National Wholesale Grocers Association, the Oriental Lodge of Free and Accepted Masons, Rotary Club, Chamber of Commerce, and the Transportation Club. His wife Mamie was a member of the Daughters of the American Revolution and the Cultus Club. McClintock and Trunkey saw opportunity and were early sponsors of the Red and White Grocery franchise, which still exists today.

Immediately following the Great Spokane Fire of 1889 there were eight wholesale grocers competing in Spokane. Only four remained in 1897.[37] The other four closed or merged into the Thomas Griffith company. B. L. Gordon company started in 1893 followed by Boothe-Powell. The latter was in the Powell Building, 914-920 W. Riverside, where the downtown post office and Federal Building are today. Boothe-Powell split to become Boothe-McClintock and Powell-Roberts-Finley. Boothe-McClintock moved to a building designed by Cutter and Malmgren at the southeast corner of Post Street at Railroad Avenue in 1902.

In August 1905 a fire damaged several downtown businesses, including Boothe-McClintock. The fire was estimated to have caused $130,000 in damage to Boothe-McClintock, and they were insured for $110,000. They found a warehouse to use temporarily on Pacific at Bernard and bought the Spokane Machinery Supply building on Stevens at Railroad Avenue in March 1906 for $9,500. It was a two-story warehouse with a basement. Boothe sold out to his junior partners and the business was renamed McClintock-Trunkey in 1907.[38] McClintock-Trunkey built an extension southward to the railroad from the rear of their building in 1915 when the Northern Pacific raised its tracks through downtown Spokane to aid the flow of street traffic below, giving the building an L-shape. McClintock-Trunkey built a five-story annex bounded on the north and east by their two-story warehouse, on the south by the NP railway tracks, and on the west by Stevens Street.[39]

McClintock-Trunkey distributed the Juno brand of canned goods, packaged goods, and spices.

The closeness of the Trunkey and McClintock families seemed to go beyond the sibling relationship between Harvey Trunkey and his sister Gertrude Gay Trunkey McClintock. Cousins Frances Trunkey and Sarah McClintock, eight months apart in age, often offered piano duets for their mothers' social clubs. Frances was the Interstate Fair Derby Queen

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[37] Thomas H. Griffith, "As a Distributing Center," *The Spokesman-Review*, January 1, 1903. https://www.newspapers.com/article/the-spokesman-review/191988473/.
[38] Gordon H. Coe, "Warehouse Role Important" *Spokane Chronicle,* September 17, 1974. https://www.newspapers.com/article/spokane-chronicle-warehouse-role-importa/191984834/.
[39] Stephen Emerson, "McClintock-Trunkey Annex Building" Spokane Register of Historic Places Nomination, May 16, 2018.

in 1919; Sarah McCormick had the honor in 1925. Cousins Franklin McClintock and Franklin Trunkey each enrolled in Princeton, one year apart. Each family had a Liberty Lake cottage. Trunkey bought the Conrad Wolfle home in Rockwood for $30,000, to take possession in December 1919.[40] R. O. McClintock bought the Avery house, 505 E Rockwood Blvd. in November 1919, kitty-corner from the Trunkey home. Each of these homes, less than ten years old, was designed by Spokane's boy-architect, Earl W. Morrison, a student in the architecture program of the Chicago Art Institute and the Armour Institute, and built by Amil T. Johnson, a native of Rockford, Illinois, of Swedish ancestry.

McClintock-Trunkey building in 1935

R. O. McClintock died of a stroke in 1931. His widow and family lived in the Rockwood home until the 1940s. Trunkey sold his Rockwood home to John J. Murphy in May 1943. The Trunkey and McClintock family homes in Spokane were either next door or across the street from each other for nearly 45 years.

Trunkey died in Spokane May 15, 1948, after several months' illness. His son Franklin Trunkey became president of the family business, the oldest wholesale grocery in Spokane. McClintock-Trunkey built a new warehouse at 1212 Front Avenue in 1951 and converted their two-story warehouse on Stevens to a parking garage. McClintock-Trunkey was purchased by Roundup Grocery in December 1951. Roundup moved from its modest warehouse at Pacific and McClellan to 1212 E. Front Avenue. This was not the end of the McClintock-Trunkey name.

Roundup was bought by the Fred Meyer Company of Portland in 1964 and kept its name as the grocery wholesale division of Fred Meyer. Likewise, McClintock-Trunkey

[40] "Conrad Wolfle Home Is Sold," *Spokane Chronicle,* October 21, 1919:18

remained the wholesale food services division of Roundup providing for restaurants, schools, nursing homes, hospitals, and drug stores.[41] The McClintock-Trunkey division of Roundup also took on Ronco, the catalog division of Fred Meyer. In 1974 Roundup built a new large warehouse in Spokane Valley which would consolidate operations from six Spokane area locations, including the McClintock-Trunkey warehouse, into one mechanized, computerized operation in an era when some orders were still hand-written and mailed in.

Harvey Trunkey was not the first wholesale grocer in Spokane but he was the only one left from the pioneer era 50 years later.[42] Having outlived his senior partner by 17 years, Trunkey was the personification of the wholesale grocery business in Spokane. When his company sold to Roundup in 1953, they kept his name, as did Fred Meyer a decade later. That is quite a testament to the goodwill in Trunkey's name and the esteem in which he and his family were held.

ARCHITECTURAL CONTEXT

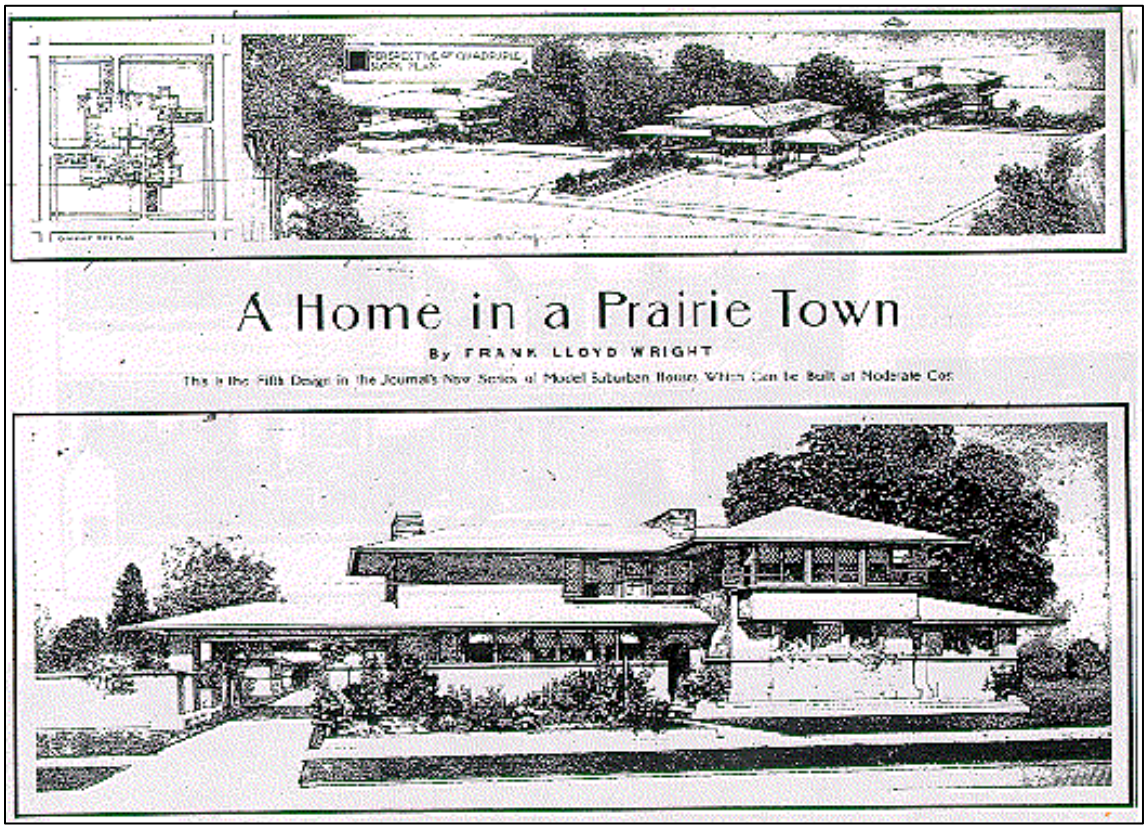
Prairie School Design: A New American Architecture

The Wolfle-Trunkey house is an outstanding example of Prairie School design by a young, yet experienced, student from Spokane who was studying architecture in Chicago in the years from 1910 to 1913, during the high point of the Prairie School's genesis. Earl Wilson Morrison, who studied Prairie School design at the prestigious Art Institute of Chicago and the Armour Institute of Technology, was among those who introduced the style to Spokane. The 1912 Wolfle-Trunkey home was his first residence in the style, designed while he was still a student.

The Prairie School is most closely affiliated with architect Frank Lloyd Wright, "the acknowledged master of the Prairie house," but in fact there were a number of Midwest architects associated with the school, which is considered as representing a uniquely American style.[43] Through architects like Morrison, the style spread to other parts of the country. It also spread through the use of house plan companies and pattern books. For example, Prairie Style houses were found in Hermann Valentin von Holst's *Modern American Homes*, which was published by the American Technical Society of Chicago in 1913. Prairie houses were even promoted by Sears, which published, "The Carlton" and "The Aurora" at the late date of 1918. These houses were designed by Chicago architect

[41] Op cit., Emerson, "McClintock-Trunkey Annex Building," 2018.
[42] "Trunkey 50 yrs in business," *The Spokesman-Review,* February 1, 1948. https://www.newspapers.com/article/the-spokesman-review-trunkey-50-yrs-in-b/145486115/.
[43] Among those affiliated with the school in the Midwest were George W. Maher, Robert C. Spencer, Jr., Thomas F. Tallmadge, John S. Van Bergen, Vernon S. Watson, Charles E. White, Jr., Eben E. Roberts, Walter Burley Griffin, Marion Mahony Griffin, William Drummong, F. Barry Byrne, George G. Elmslie, and William Purcell. Virginia Savage McAlester, *A Field Guide to American Houses.* New York NY: Alfred A. Knopf, 2013:564.

John Van Bergen, who worked for Walter Burley Griffin in 1907 and for Frank Lloyd Wright in 1909.[44] The shelter magazine *Ladies Home Journal* was particularly well known for publicizing the style, which can be seen in their February 1901 issue, "A Home in a Prairie Town," which featured an unrealized house by Frank Lloyd Wright that bears a strong resemblance to the Wolfle-Trunkey House. These modern homes might be found in the burgeoning suburbs of cities like Spokane.[45]



"A Home in a Prairie Town" by Frank Lloyd Wright, 1901

In Spokane it was common to find Prairie Style homes designed by Spokane's leading architects and populating Spokane's South Hill. An early proponent of the style in Spokane was Albert Held, who designed the 1912 James and Corinne Williams House at 1225 W. 19th Avenue, which was listed in the Spokane Register of Historic Places in 2001 and the National Register of Historic Places in 2003. An earlier house in Spokane is the 1910 Richardson-Seehorn House at 731 S. Lincoln Street, which bears a close resemblance to an American Foursquare house, a style that shared qualities with early Prairie Style houses. Constructed by builder Arthur D. Jones, it was listed in the Spokane

[44] "Sears Homes of Chicagoland," posted May 20, 2012, accessed March 2026, http://www.sears-homes.com/2012/05/the-sears-homes-designed-by-prairie.html.
[45] Daniel D. Reiff, *Houses from Books, Treatises, Pattern Books, and Catalogs in American Architecture: 1738-1950: A History and Guide.* University Park, PA: The Pennsylvania State University Press, 2000:204.

Register of Historic Places in December 1997 and is a contributing property to the 2023 locally listed Cannon Streetcar Suburb Historic District.

Earl Morrison, however, is the architect most closely associated with the Prairie Style in Spokane. Possibly his most recognized house is the 1911 Ackerman House at 2020 S. Rockwood Blvd., which was listed in the National Register of Historic Places in 1997 and in the Spokane Register of Historic Places in 2011. This house was profiled in a two-part feature in *The Spokesman-Review* in 2012 that focused on Morrison and his career in Washington state, drawing from interviews with Glenn Warren Davis, an architect and architectural historian who wrote the Spokane Register nomination for the house.[46] Other Prairie Style houses by Morrison that were discussed in the Ackerman House nomination are the:

- Conrad & Pauline Wolfie House, 415 East 12th Avenue (the subject property)
- Charles & Josephine Lindsley House, 210 East Sumner Avenue
- Allen & Maud Meisenheimer House, 540 East Rockwood Boulevard
- Amos Carl House, 1704 West Eighth Avenue
- Charles & Elizabeth Bender House, 626 West 21st Avenue, and the
- Eudell & Helen Crane House, 749 East 23rd Avenue.[47]

The Prairie Style was considered by Wright to be an 'organic' style. By this he meant that "the structure and appearance of a building should be based on forms that are in harmony with its natural environment and that the materials used on the exterior should be sympathetic to the building's locale, thereby relating the building to its setting."[48] This is consistent with the characteristics by which the style is known.

Among the generally recognized qualities of the Prairie Style are a strong relationship to site, seeming to meld with its setting; an open relationship between the indoors and outdoors, that is an affinity for bringing the outdoors in; utilizing the characteristics of the building itself, such as bands of windows and deeply overhanging eaves, as its 'ornamentation'; and the use of natural materials and colors. Heavily textured stucco, which can be seen in the Wolfle-Trunkey House, may also be considered an ornamental feature, as can the dramatic wood patterns seen throughout.[49]

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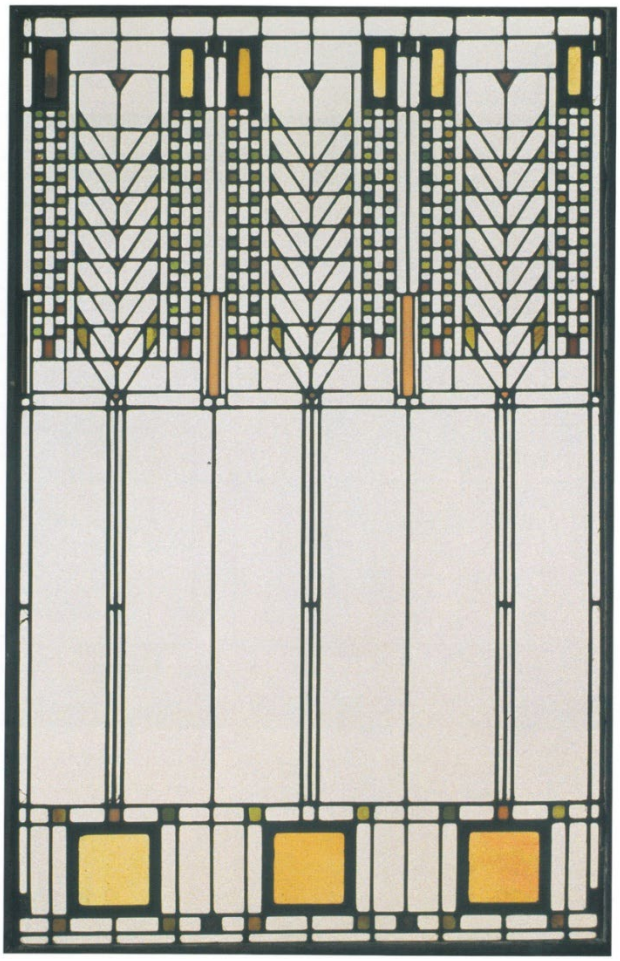
[46] Shawn Vestal, "Young Architectural Genius," *The Spokesman-Review,* July 6, 2012: a1; and "Architect's work seen all over the state," *The Spokesman-Review,* July 7, 2012:a5. Glenn Warren Davis, "David and Edith Ackerman House," Spokane Register of Historic Places Nomination, April 15, 2011. https://properties.historicspokane.org/property/?PropertyID=2044.

[47] Glenn Warren Davis, "David and Edith Ackerman House," Spokane Register of Historic Places Nomination, April 15, 2011:39, https://properties.historicspokane.org/property/?PropertyID=2044.

[48] Cyril M. Harris, *American Architecture, An Illustrated Encyclopedia.* New Yori, NY: W.W. Norton & Company, 1998:234.

[49] Brooks describes these features as the "textural expression of materials." H. Allen Brooks, *The Prairie School, Frank Lloyd Wright ad His Midwest Contemporaries.* New York, NY: W.W. Norton & Company, 2006 (1972):5.


'Tree of Life' motif found in Frank Lloyd Wright's Darwin Martin House

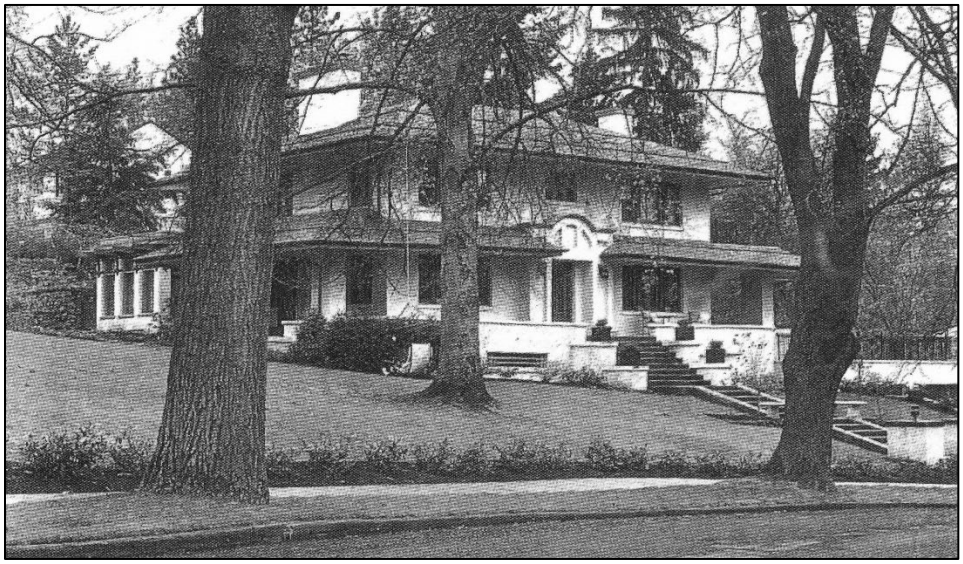
A Prairie Style building is most commonly identified by its strong horizontal lines. A low-pitched hip roof, such as seen in the Wolfle-Trunkey house, is also a common feature that emphasizes its long, low lines. Other qualities of the Wolfle-Trunkey House that reinforce its horizontal aspect are long, deep overhanging eaves on the first and second-floor levels (whose counterpoint is the two-story bay window with its tall, narrow, vertical lights), its banks of three windows throughout, which create a horizontal emphasis, and its extension of the building form at each end with the porte cochere to the west and the sunroom to the east. Its oversized square columns are also a common characteristic of the style, as are the leaded windows, which are found throughout the house.[50]

Spokane architect, architectural historian, and Earl Morrison enthusiast Glenn Davis gives a nod to historian H. Allen Brooks, who coined the term Prairie School and is one of the most prominent scholars of the style.[51] Brooks defines the height of the Prairie School as 1910 to 1916, which are about the same years that Morrison's work in the genre took place. Brooks lists visual cues and attitudes brought from other architectural styles, in particular from the Arts and Crafts Movement, including honesty in the use of materials and a disdain for pretension. Brooks also emphasizes the style's use colors found in nature.[52] He notes the Prairie School's material preferences for rough-sawn and stained wood, plaster stained off-white, brick, limestone, and the use of these materials on interior and exterior surfaces, explaining that the hallmark of the Prairie School was the use of natural materials, precise

[50] McAlester, *A Field Guide . . .* 2013:552. Brooks notes that , "Only in the stylized or abstract patterns of the leaded glass (or zinc strip) windows did one find consistent ornamentation." P. 5
[51] Glenn Warren Davis, "David and Edith Ackerman House," Spokane Register of Historic Places Nomination, April 15, 2011. https://properties.historicspokane.org/property/?PropertyID=2044.
[52] Op cit; 2011:48.

angular forms, long horizontals punctuated by short verticals, and a sense that the building belonged to the landscape.

Earl Morrison's design of the Wolfle-Trunkey home is recognizable within the Prairie School construct. He incorporated cream colored, rough-cast stucco, hipped roofs with broad overhanging eaves, ganged casement windows with leaded glass in geometric motifs, and a broad horizontal base stretching from the piers of the porte cochere on the west to the piers of the sunporch on the east. The interior has an open floor plan, fireplaces of brick and stone, and extensive use of stained wood cut to emphasize the grain. Morrison had probably been in school in Chicago for a year when he picked up his pencil and began to draw something entirely new for Spokane.



Prairie Style Ackermann House by Earl W. Morrison, 1912

Architect Earl Wilson Morrison

The Wolfle-Trunkey house at 415 E. 12th Avenue, Spokane, embodies the distinctive characteristics of the Prairie School of architecture at the height of its popularity, from 1910 to 1916.[53] Architect Earl W. Morrison was a master designer at an early age, having designed at least ten Spokane houses before starting classes jointly at the Art Institute of Chicago and the Armour Institute of Technology at the age of 22 in the fall of 1910.[54] His work typically displayed a variety of traditional European-inspired revivals popular among the well-to-do, but not distinct from the architecture of his peers. Morrison brought the advent of a new American architectural style from Chicago which emphasized horizontal lines, broad eaves, restrained ornamentation, and the use of natural materials. The Wolfle-Trunkey home was Morrison's first Prairie Style house and Spokane's first project in this new-to-Spokane style.

Earl W. Morrison

Earl Wilson Morrison, the younger son of James W. and Mattie Stage Morrison, was born on Christmas Eve, 1888, in Sibley, Iowa. His father sold hardware and farm implements, served two terms as mayor, and as Justice of the Peace until relocating to Kettle Falls, Washington in 1891 due to poor health. With his health restored, James Morrison moved his young family to Spokane in 1893.

Earl Morrison was educated in Spokane schools. Four years before graduating from high school, Morrison was a violinist of some note, a popular soloist at recitals, church gatherings, and parties. He continued to be in demand as a musician after completing his studies. Morrison's name was on a list of 75 graduates of South Central High School (SCHS), now Lewis and Clark High School, in January 1910. He was also on the list of 158 graduates published on March 11, 1910.[55] In September, the *Spokane Chronicle* announced that 45 recent SCHS graduates had been certified to attend college by

[53] The style was popular from 1900 to 1920 across the country, according to Virginia Savage McAlester in *A Field Guide to American Houses.* New York NY: Alfred A. Knopf, 2013.
[54] The Armour Institute of Technology, best known for its engineering school, was established in 1893 by Joseph F. Armour. In 1940 it merged with the Lewis Institute to form the Illinois Institute of Technology. Dennis Rodkin, "Inside The Former Armour Institute Of Technology," *National Public Radio,* broadcast April 2, 2019, accessed March 2026, https://www.npr.org/local/2019/04/02/708886136/inside-the-former-armour-institute-of-technology
[55] "Is a Record Class," *Spokane Chronicle,* March 11, 1910:3.

Principal Henry M. Hart.[56] Among them was Earl Morrison, who would go on to enroll in the Art Institute of Chicago and Chicago's Armour Institute of Technology, now the Illinois Institute of Technology.

The June 10, 1910, of the *Spokane Chronicle* published an article with a photo of the Class of 1910's gift to the school, a fountain designed by Earl Morrison.[57] This, however, was not Spokane's first notice of Morrison's design chops. He first appeared as an architect in *The Spokesman-Review* in April 1909 when he was a student at SCHS. He also had a house published in June 1909, a Tudor Revival home completed by contractor A.T. Johnson.[58] Martin Woldson, a railroad construction contractor for the Great Northern and Spokane, Portland and Seattle railroads, bought the new home only to sell it in 1910 to Edward T. Hay, the brother of Governor Marion Hay. Also in 1909, Morrison designed a craftsman bungalow at 624 W 15th Avenue for contractor M. E. Phillips, who finished construction in September 1909.[59]

A. T. Johnson's fine English residence at the northeast corner of Ninth avenue and Ash street.

Tudor Revival house designed by Morrison, built by A.T. Johnson, 1909

Morrison, while either a senior in high school or a recent graduate, was busy in 1910. He designed a new home for builder A.T. Johnson with construction underway as of April 18, 1910 at the corner of Adams and 9th Avenue.[60] Edward Woldson bought this Tudor Revival home before completion and contributed to its design and construction.[61] The

[56] "Many Students go to Colleges," *Spokane Chronicle,* September 12, 1910:3.
[57] "Graduating Class of South Central High Presents Fountain to School," *Spokane Chronicle,* June 10, 1910:3.
[58] "English House is Oak Throughout," *The Spokesman-Review,* June 27, 1909:45.
[59] "Elegant Finish in New Bungalow," *The Spokesman-Review,* September 26, 1909:10.
[60] "Plans Residence in Old English," *Spokane Chronicle,* April 18, 1910:18.
[61] "Woldson to Have New $22,000 Home," *Spokane Chronicle,* April 18, 1910:18.

April 24, 1910 issue of *The Spokesman-Review* published an article about two homes being designed by Morrison to be built by A. L. Lundquist. The one at 8th Avenue and Madison in the Spanish Mission Revival style is there today at 1026 W. 8th Avenue. The home planned for Sherman Street near Rockwood Boulevard is more likely on Rockwood Boulevard at Sheridan, where *The Spokesman-Review* later reported Lundquist was building a house of identical size and description as a Morrison design.[62] Lundquist sold that home to James P. McGoldrick of the lumber milling company that bore his name. A. L. Lundquist built a Spanish Mission Revival home of Morrison's design on 13th Avenue at Cedar Street pictured in the June 26, 1910, issue of *The Spokesman-Review*. The same *Spokesman-Review* edition has an article describing two homes being built by A. L. Lundquist from Morrison designs on 8th Avenue at Jefferson. The August 8, 1910, *Spokesman-Review* had pictures of a Tudor Revival home just completed by M. E. Phillips from a Morrison design on 15th Avenue at Stevens Street. The December 4, 1910, *Spokesman-Review* reported the completion of a Morrison Tudor Revival home built by A.T. Johnson and purchased by O. A. Johnson, president of the Scandinavian-American Bank. In December 1910 Earl Morrison was not yet 22 years old, less than one year out of high school, and had designed at least 13 homes for a few discerning builders who catered to the upper echelon of Spokane society.

Will Have Typical Suburban Home on Sumner Avenue—Work Started

Perspective of home being built by C. P. Lindsley.

Patterned after the typical residences of the suburban districts of Chicago, the home of C. P. Lindsley at 210 Sumner avenue will offer a new style of architecture in Spokane. The home will have a six-foot overhanging roof and simple lines throughout. Work on the building was started last week and it will be completed about September 1. The property after the completion of the house will have a value of $40,000. Earl W. Morrison is the architect.

Prairie Style house designed by Morrison for C.P. Lindsley, 1912

A February 11, 1911, *Spokesman-Review* article reported that Morrison was then studying in Chicago and drawing plans for two Manito Place homes for A. L. Lundquist

[62] "Two $18,000 Homes for South Side," *The Spokesman-Review,* April 24, 1910:19.

in his spare time. The same article mentioned that Lundquist's own home being built on Rockwood at Sheridan was expected to be completed within a few weeks. This was the project started in April 1910 and would be sold to J. P. McGoldrick in May.

In the March 26, 1911, *Spokesman-Review* Lundquist had ordered plans for a fireproof house from Morrison, the "boy architect," for one of his Manito Place projects. It was to be constructed primarily of steel and concrete, with other noncombustible materials wherever possible.

The June 4, 1911, *Spokesman-Review* reported on a home being built by A.T. Johnson at 416 Rockwood, designed by Morrison. An artist's rendering of the exterior shows a Tudor Revival home like the one recently completed by Lundquist for J. P. McGoldrick. The exterior design changed to a Georgian revival home by the time it was finished and purchased by E.J. Cannon, a lawyer and founder of Gonzaga's law school.

On April 10, 1912, the *Spokane Chronicle* announced that Morrison was designing a new home in the "straight-line style," the first of this type in Spokane. Fronting on Rockwood Boulevard at Sherman Street, the 11-room house would occupy two city lots with a 120-foot frontage on Rockwood. The "straight-line style" referred to the horizontal lines of this home with a low-pitched hip roof ending in wide overhanging eaves, windows broadly arranged in banks of three, a porte cochere on the west side balanced by a sun porch on the east, all tied together by a low-pitched, first-floor tiered roof that contrasted with a centered two-story octagonal bay with tall narrow windows lighting the grand staircase inside, and an arched recessed entryway providing the only curve to the structure, all finished with rough-cast stucco. This became the Wolfle-Trunkey House, Morrison's first Prairie Style house in Spokane.[63]

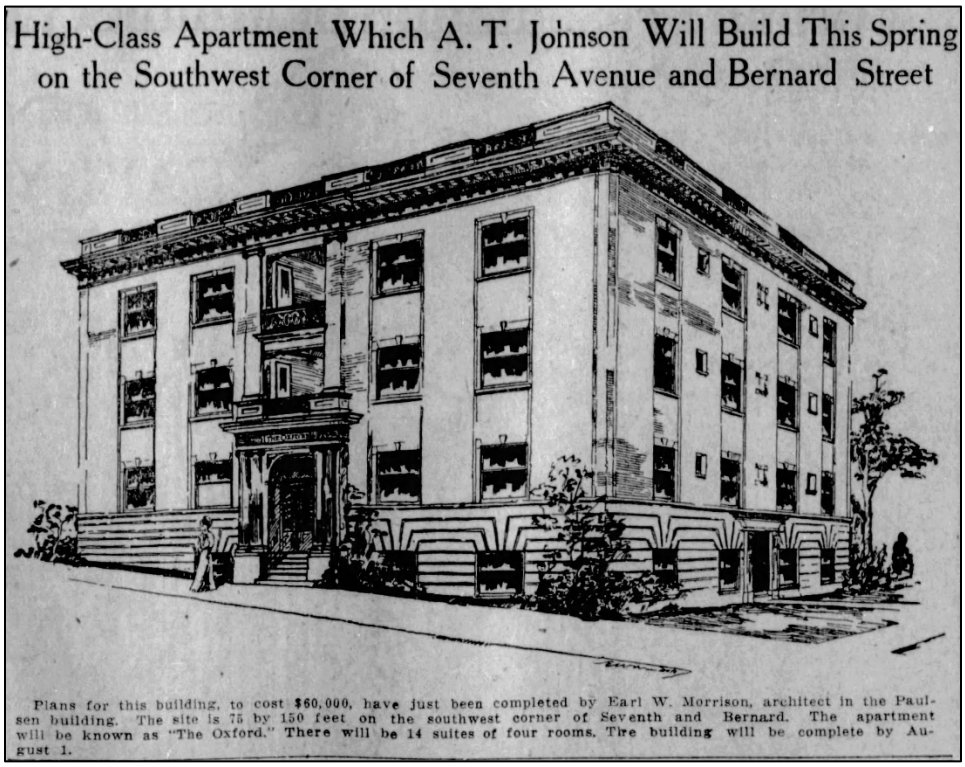
Morrison designed at least three other Prairie Style homes that were under construction in 1912. Karl J Berggren built the Ackerman House on Highland Boulevard, near Rockwood, while Morrison designed and supervised the construction of the Lindsley home at 210 Sumner Avenue.[64] The Lindsley home suffered a house fire, was repurposed as a private school, then demolished for the construction of Canterbury Court. Henry Lydell built a home purchased upon completion by Allen Meisenheimer on Rockwood Boulevard across from the McGoldrick house. Morrison's non-Prairie Style projects that year included the W. H. Plummer home on Rockwood at Overbluff (SRHP 2017), and the Oxford Apartments on Bernard Street at Seventh Avenue, both built by A. T. Johnson. To cap off the year, Earl Morrison won a competition with his design for a

[63] "Build At Rim Rock," *Spokane Chronicle,* April 10, 1912:16

[64] In conjunction with the nomination of the Ackerman house to the Spokane Register of Historic Places, an extensive two-page feature on Morrison was published in *The Spokesman-Review.* Shwan Vestal, "Young Architectural Genius, July 6, 2012:a10 and "Architect's work seen all over state," July 7, 2012:a5. The nomination was written by Glenn Warren Davis: "David and Edith Ackerman House," Spokane Register of Historic Places Nomination, April 15, 2011. https://properties.historicspokane.org/property/?PropertyID=2044.

large, fireproof, multipurpose building to replace the one that had burned on the Cheney Normal School campus (now Eastern Washington University).

Early in 1913 Morrison became outspoken in his opposition to establishing the Office of State Architect which, he claimed, would be a higher cost option than to have private architects bid competitively for jobs as they arose. About that time Morrison lost the contract for the Normal School to Julius Zitttel, an architect with political connections.


High-Class Apartment Which A. T. Johnson Will Build This Spring on the Southwest Corner of Seventh Avenue and Bernard Street

Plans for this building, to cost $60,000, have just been completed by Earl W. Morrison, architect in the Paulsen building. The site is 75 by 150 feet on the southwest corner of Seventh and Bernard. The apartment will be known as "The Oxford." There will be 14 suites of four rooms. Tire building will be complete by August 1.

Oxford Apartments, designed by Morrison, built by A.T. Johnson, 1912

In 1913 Morrison designed a Georgian Revival home for Dr. C. H. Merriam and supervised the construction. In April, E. Buxton, a contractor, broke ground on a Morrison-designed home for H. W. Mosely of the Fred B. Grinnell real estate company. Buxton planned an August completion date. In May an article in the *Spokane Chronicle* reported the plans drawn by Earl Morrison in the "Chicago or American school of architecture" (Prairie School) for Dr. E T. Crane at 23rd Avenue and Garfield Road. Morrison designed a Prairie School-style home for A. H. Carl on 8th Avenue at Ash Street, and yet another one in 1912 or 1913. Construction on this last project was begun by A.L. Lundquist in 1913 and was interrupted by his death that summer. His widow carried the work to completion in January 1914.

Earl Morrison and Hazel Fae Dyke married on 1 September 1914.[65] Both were graduates of South Central High School (Lewis and Clark High School today); Morrison finished a year earlier than Hazel. The wedding was in Missoula, and their first and only child was born in St. Paul, Minnesota, in 1915, where Morrison was assistant city architect in charge of building five fireproof school buildings. Also, in 1915 the Washington legislature overrode Governor Lister's veto of payment of $1,500 to Earl Morrison for his design work for the Cheney Normal School. The year 1916 brought a contract for Morrison to construct an annex to Opportunity School, doubling its size.

Earl Morrison registered for the draft on 5 June 1917. He enlisted in the US Army quartermaster corps on 17 September 1917 and was sent to Camp Cody, Deming, New Mexico, where, as Captain Morrison, he put his skills to use designing a training camp for 30,000 inductees. He was in Europe from 17 April 1918 to 5 July 1919, where he commanded Trailhead, a logistics center serving a division of 30,000 soldiers.

Upon his return from World War I Earl Morrison went back to his architecture practice. He designed a cluster of homes for a 200 ft by 300 ft lot at 14th Avenue and Lincoln Street in Spokane. He also designed the ornate new Chelan County Courthouse and Elks Temple in Wenatchee. These kinds of larger projects were coming his way more often.

When his mother died January 1924 in Spokane, and his father was diagnosed with stomach cancer, Morrison uprooted his family and relocated his practice to the Lumber Exchange building in Seattle and took on the design of the Everett Junior High School. His father died in Seattle in January 1926, and Earl's wife Fae died of pneumonia in 1927. In Seattle he was becoming known and respected for apartment buildings in the Art Deco style that was popular in the 1920s and 1930s. His work includes the Tower Building and the Film Exchange Building, both in Belltown, the Marlborough House, the Gainsborough, the 1223 Spring Street building on First Hill, and the Olive Tower at the east edge of downtown. His work was also seen in the schools, office towers, and civic buildings in many cities throughout the west including Kennewick, Everett, and Bellingham, Washington; Eugene, Oregon; Anchorage, Juneau, and Ketchikan, Alaska; and Honolulu, Hawaii; and an occasional residential project.[66]

Morrison died in 1955 while on vacation in La Jolla, California. His career spanned 46 years. His first 15 years in Spokane, despite two years in the US Army Quartermaster Corps and three years studying in Chicago, resulted in nearly forty single family homes in a variety of styles, but none as striking as the Prairie Style he adapted for the hillsides of Spokane.

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[65] "Miss Fae Dyke Will Be Earl Morrison's Bridge," *The Spokesman-Review,* August 14, 1914:14.
[66] For more information on Morrison's commercial and multi-family residential work in Seatle and Washington State, see Jeffrey Karl Ochner's *Shaping Seattle Architecture, A Historical Guide to the Architects.* Seattle, WA: University of Washington Press, 2014:463; and "Earl Wilson Morrison (Architect)," Pacific Coast Architecture Database, https://pcad.lib.washington.edu/person/1268/, accessed March 2026.

Builder Amil Theodore Johnson

Amil Theodore Johnson was a prolific builder in Spokane in the years from ca 1905 to 1913, when he worked with some of the most popular architects in the city in this busy period. He often built Morrison's works, including some of his most well-known houses.

America was undergoing a transformation with an average of six million immigrants per decade in the last half of the nineteenth century. Most were from western Europe. They were fleeing poverty, hunger, religious persecution, political upheaval, and patriarchal primogeniture in which the eldest inherited the family estate and younger sons and daughters had to find their own ways.

Rockwood Home Cost $45,000

A. T. Johnson residence.

One of the biggest and most expensive homes recently erected in the city is the residence of A. T. Johnson, on Sherman street, Gladstone avenue and Rockwood boulevard. The house is in the old English style of the Elizabethan period, of brick, timber and stucco construction.

A.T. Johnson House, 1913

The 1890s in Spokane was a time of explosive building to recover from the fire of 1889. Then came the depression of 1893 and most construction came to a temporary halt. However, if there is a recession-proof industry, it is mining, especially mining precious metals like gold and silver. Immigrant August Paulsen and orphans Levi and May

Hutton tapped into a silver lode at their Hercules mine in 1901 and became millionaires overnight. Copper was in demand with the ongoing electrification of America. Mines were paying dividends. Construction skills were in demand again and a building boom was on.

Amil T. Johnson was born 24 March 1874 in Rockford, Illinois, the second of seven children born to Swedish immigrants, Johan and Josephine Johanson from 1872 through 1885. Amil married twice, the second time to Johanna "Hanna" Elizabeth Halbom in Minneapolis in 1905. The Johnsons moved to Spokane that same year. Polk's Spokane Directory lists Johnson as a builder/contractor from 1905 through 1913. In those eight years, Johnson built at least 24 homes in Spokane; it is estimated that at least ten were designed by Spokane's "boy architect," Earl W. Morrison. In 1911 Johnson shared office space with Morrison and Morrison's father James, a realtor. Johnson's third son, Earl Theodore, born 1910, perhaps was named in honor of Johnson's young collaborator, at school in Chicago, with whom he had a close working relationship.

Johnson was successful in his career in Spokane. As an example, a Tudor Revival house designed by Earl W. Morrison and built in 1910 by A.T. Johnson was sold to Scandinavian-American bank president A.O. Johnson, for $18,500, according to *The Spokesman-Review*, a substantial price in those days.[67] The article stated that, "High class residences have 'grown to be the order on the south hill,' and that the sale, 'shows the heights to which the builders are attaining,'[68] In the month of April 1911 alone, A.T. Johnson was recorded as taking out building permits for three houses, all in the amount of $4,500, on the 700 block of Ash Street.[69] That same year attorney E.J. Cannon bought a 12-room house from A.T. Johnson, which Johnson built on a speculative basis (a common process in Rockwood at that time) and for which Cannon paid $30,000. *The Spokesman-Review* stated that the sale, "rememorated the stability of the local market for high-class residential structures."[70] In 1912, a future 18-room house was published that *The Spokesman-Review* said would be the, "Most Elaborate Residence Ever Built for Local Market," at a cost of $30,000, to be built by A.T. Johnson. The paper announced that Johnson would spend $20,000 on the project.[71] His own house was published in *The Spokesman-Review* in 1913, which noted that at a cost of $45,000, was, "one of the most expensive homes recently erected in the city," and designed in the "Old English Style."[72]

Amil Johnson and his family moved about a mile southwest of Deer Park, Washington, in 1913 to Wild Rose Prairie Ranch, bought out of foreclosure for $12,000, with a quarter-section of land and a home that Johnson was building in 1912. They lived there through 1917 when they relocated to a farm in Ponoka County, Alberta, Canada, about halfway

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[67] "Contractors Find Ready Market For High Class Rockwood Homes," *The Spokesman-Review,* January 14, 2012:38
[68] "Johnson Home is Model Structure," *The Spokesman-Review,* December 4, 1910:34.
[69] "Building Permits," *The Spokesman-Review,* April 2, 1911:25.
[70] "Attorney Cannon Huys $30,000 Home," *The Spokesman-Review,* December 29, 1911:12.
[71] "Most Elaborate Residence . . . .," *The Spokesman-Review,* March 10, 1912:39.
[72] "Rockwood Home Cost $45,000," *The Spokesman-Review,* March 16, 1913:41

between Red Deer and Edmonton. Johnson returned to Spokane in 1926 to build the J. H. Flanders home on Rockwood, then back to Alberta where his family was living on their third farm. They lived and worked there for twenty years before Amil Johnson bought his last farm nearby in 1946. He died in 1950.

SUMMARY

The 1912 Wolfle-Trunkey House is significant for its association with two of Spokane's successful businessmen in the first half of the twentieth century, Conrad Wolfle and Harvey Trunkey. Conrad Wolfle, who bought the house for $30,000 from contractor A.T. Johnson at its completion, was best known for his ownership of mines in the Chewelah area, although he was involved in a number of other ventures in his lifetime. The second owner, Harvey Trunkey, was one of the most successful wholesale grocery owners in Spokane. Over the years he beat out fierce competition to be the longest-running wholesale grocery owner by 1950. The Wolfle-Trunkey House is also significant for its association with architect Earl W. Morrison and builder A.T. Johnson. Morrison, who began designing houses while in high school, has been referred to as the "boy genius." He eventually trained in Chicago and brought his expertise in the Prairie Style back to Spokane, where he was a prolific designer of Prairie Style homes. He also designed houses in the Revival Styles and collaborated with builder A.T. Johnson in high style homes on Spokane's South Hill, often in the Rockwood neighborhood, which is listed as a National Register Historic District. Many of the homes that they collaborated on were built for or sold to Spokane's elite business class, resulting in the desirable and beautifully maintained neighborhoods that they are associated with today. The 1912 Wolfe-Trunkey House is an excellent example of the Prairie Style and retains very good integrity and is in excellent condition.

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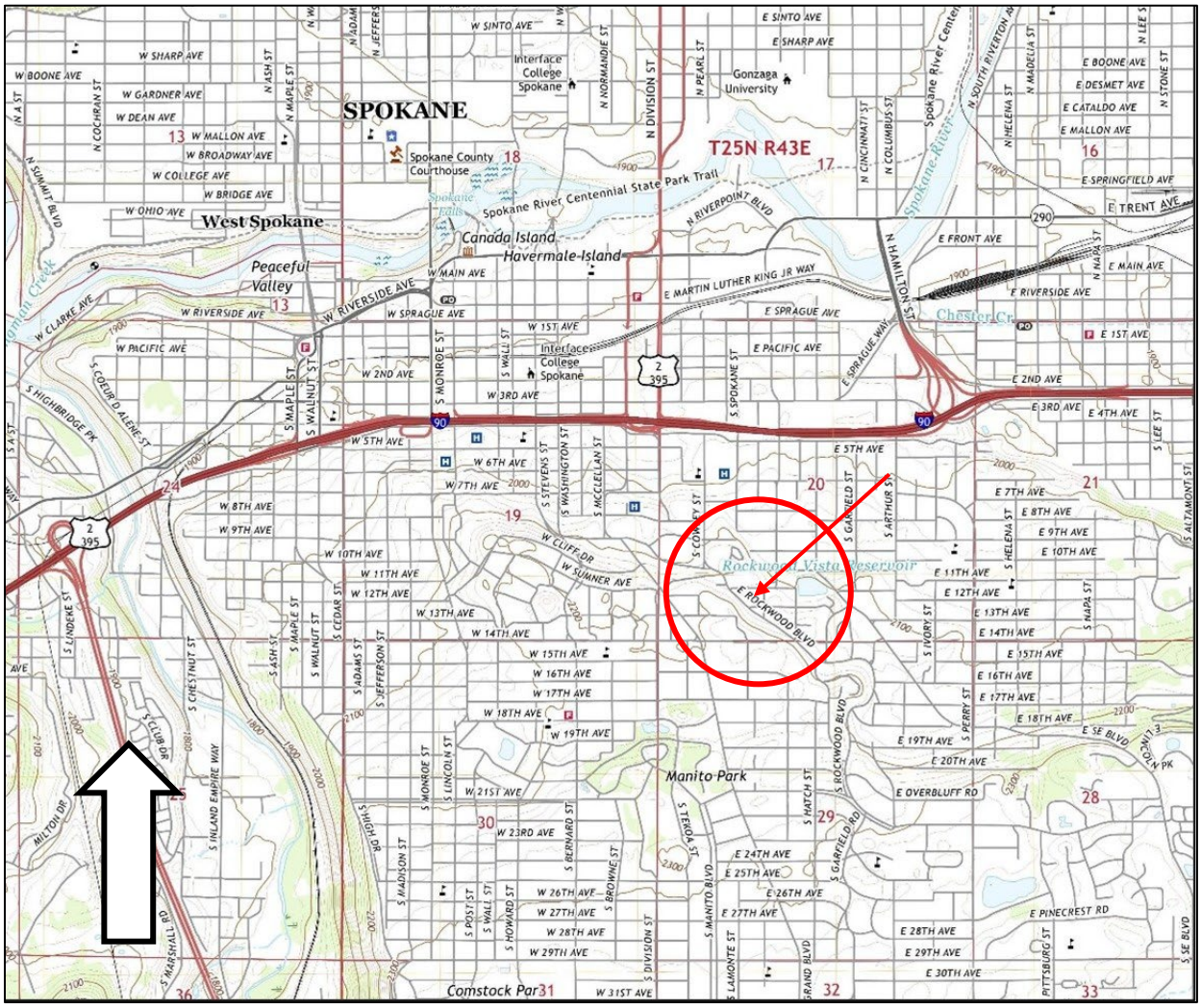
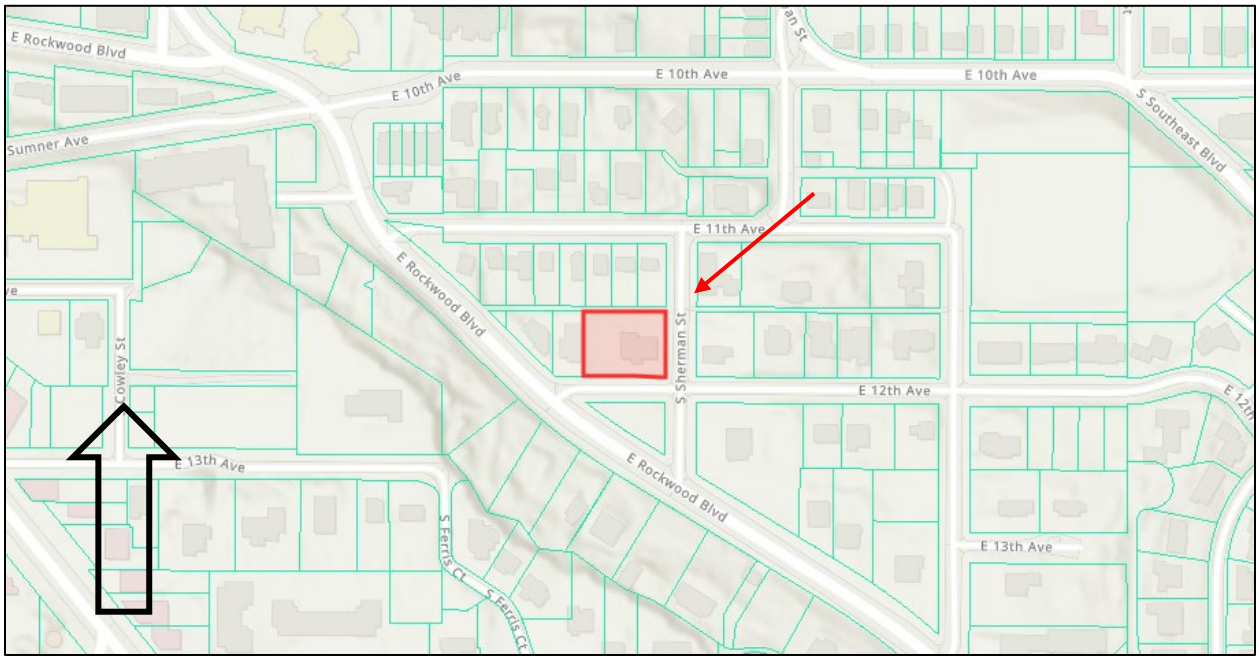
Yeomans, Linda, "Richardson-Seehorn House," Spokane Register of Historic Places, November 19, 1997.

Figure 1: Site location map



Source: Spokane NW 7.5 minute quadrangle

Figure 2: Site parcel map

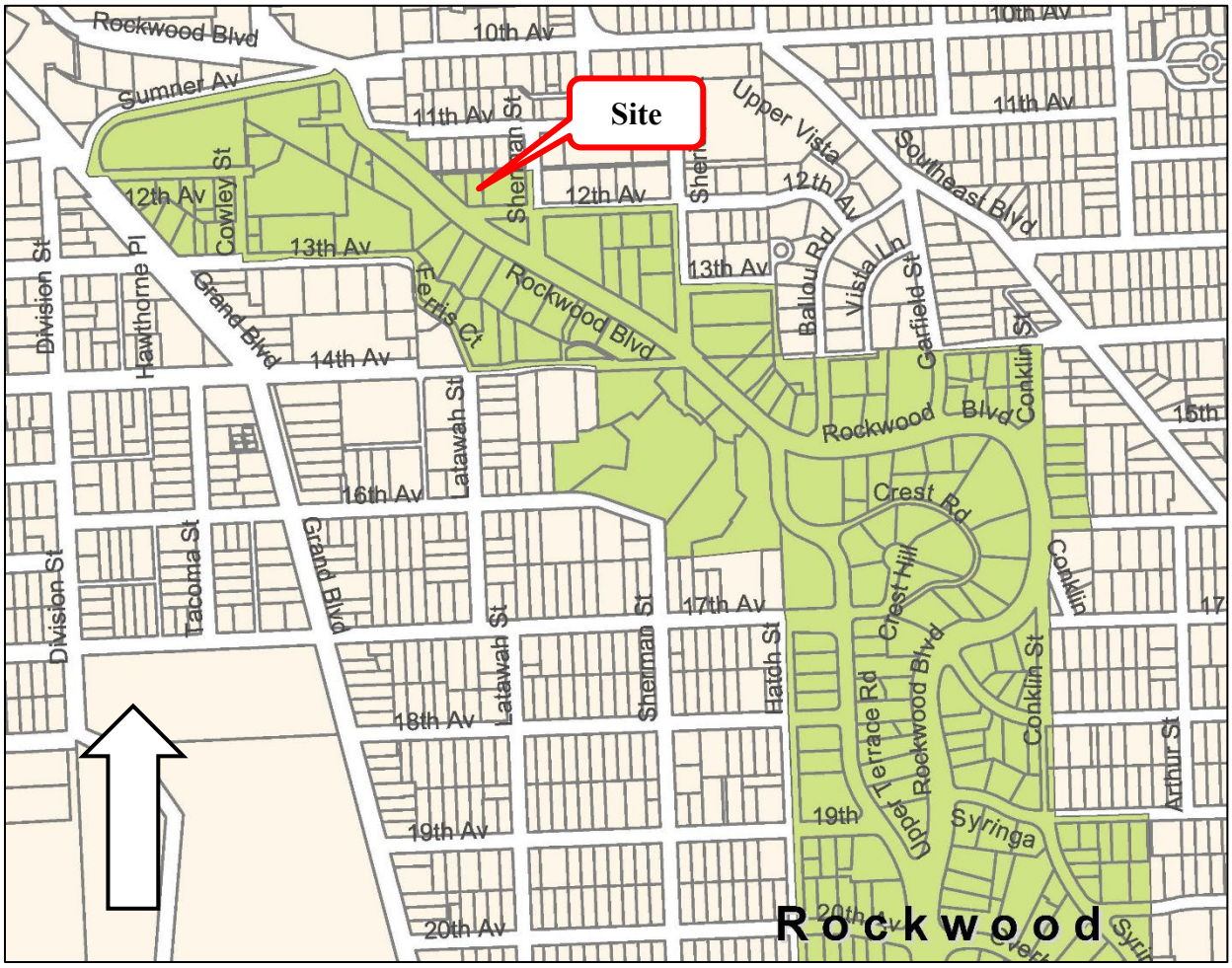


Source: Spokane County Assessor

Figure 3: Aerial site plan

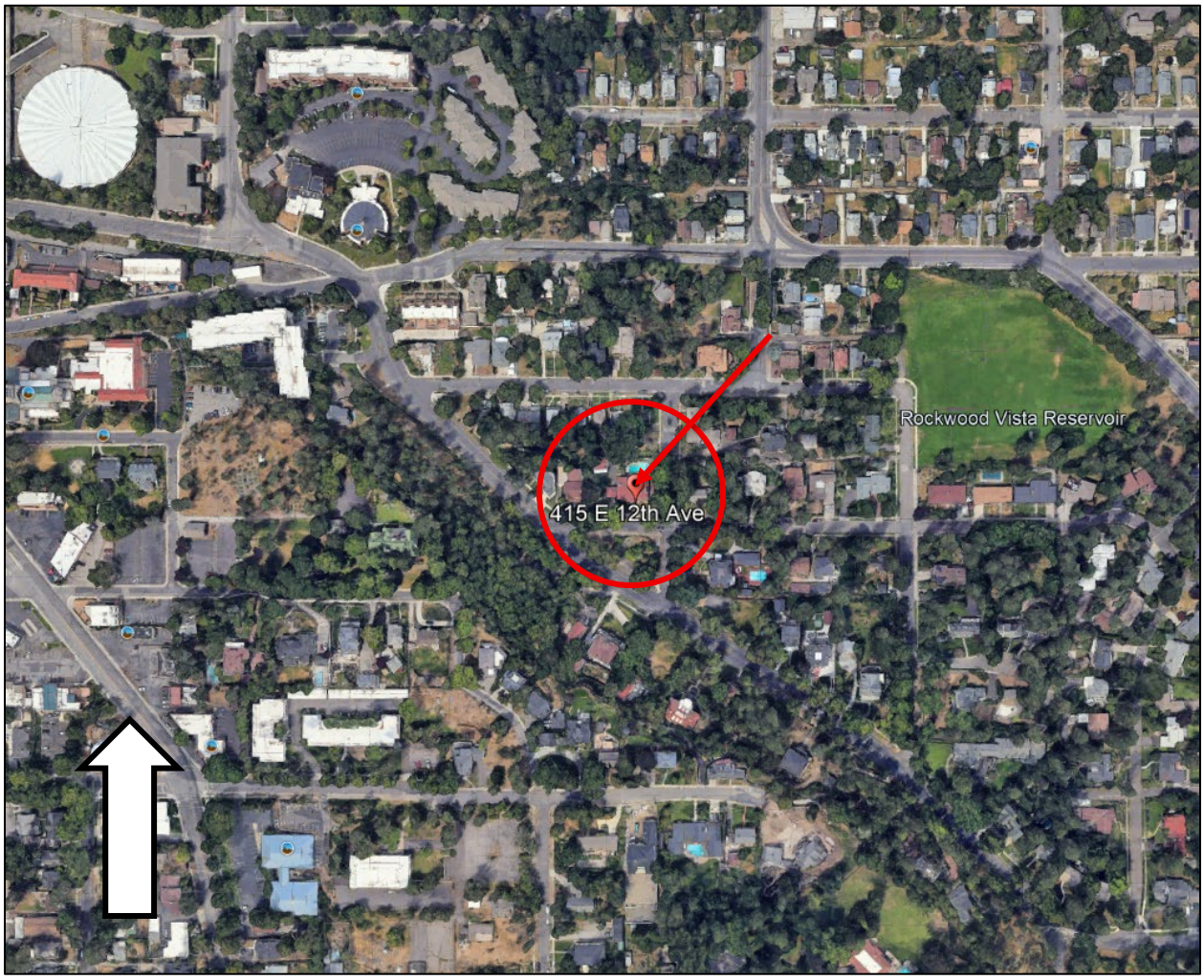
Source: Google maps

Figure 4: Rockwood Historic District (excerpt)



Source: City of Spokane

Figure 5: Neighborhood context



Source: Google maps

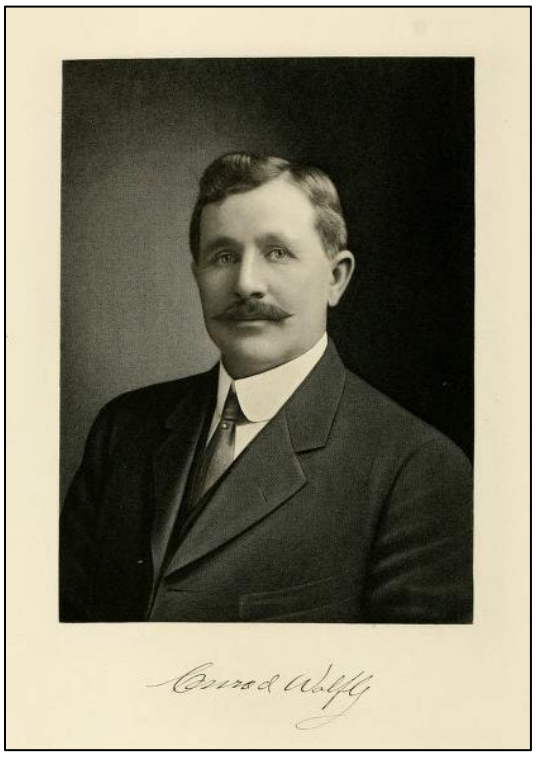
Figure 6: Entry to Rockwood neighborhood

Source: City of Spokane

Figure 7: Olmsted-designed triangle park at 12th and Sherman

Photo by Diana Painter

Figure 8: Portrait of Conrad Wolfle, 1912

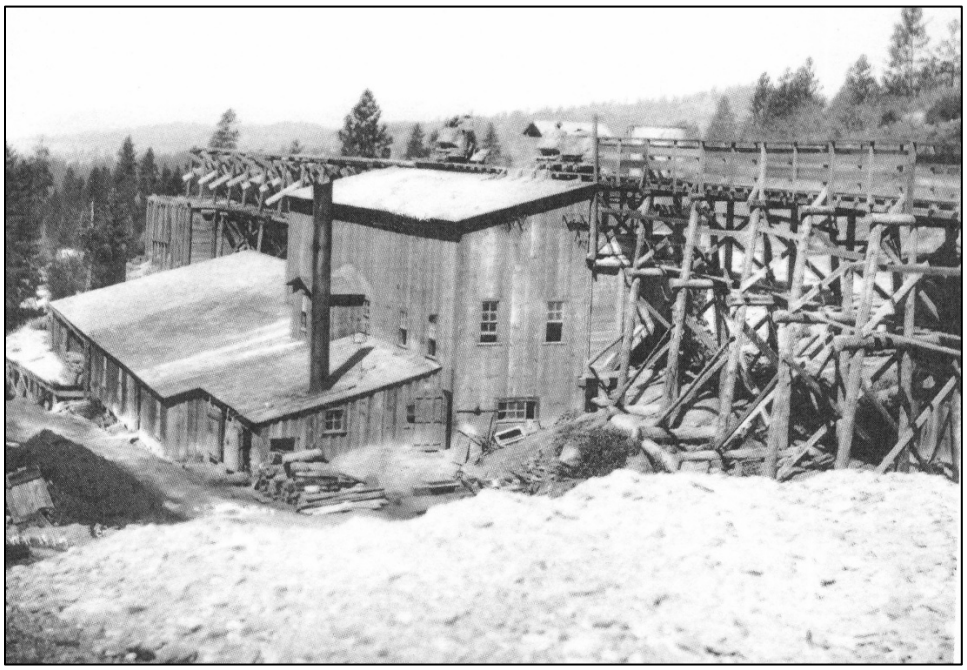


Source: H.W. Durham

Figure 9: Mrs. Conrad Wolfle and daughters in the society pages, 1925

Source: The Spokesman-Review

Figure 10: United Copper Mine, Chewelah, Washington



Source: Crossroads Archive, United Copper Mine collection

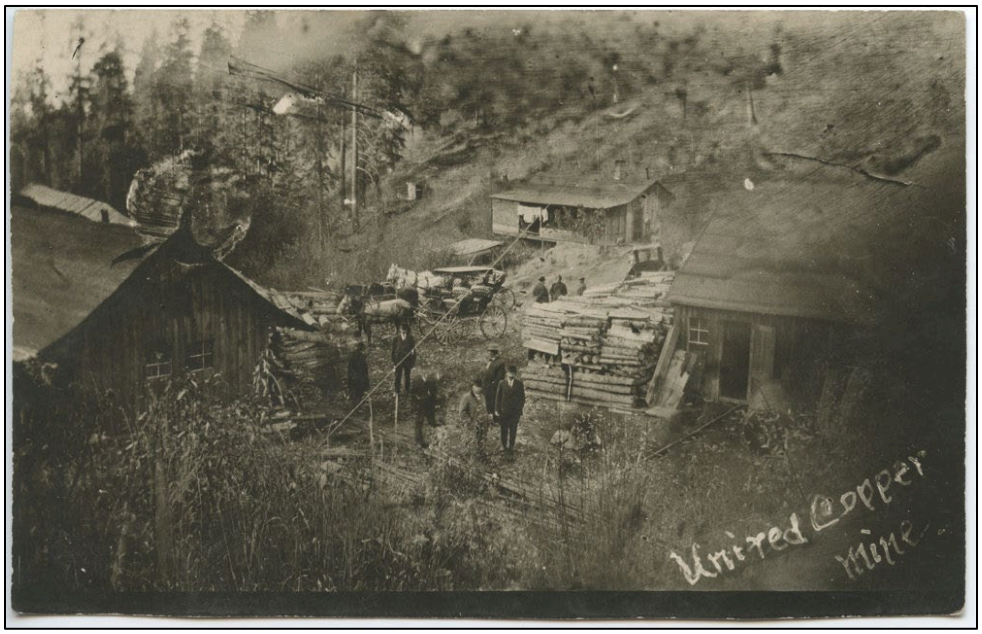
Figure 11: United Copper Mine, Chewelah, Washington

Source: Crossroads Archive, United Copper Mine collection

Figure 12: United Copper Mine, Chewelah, Washington

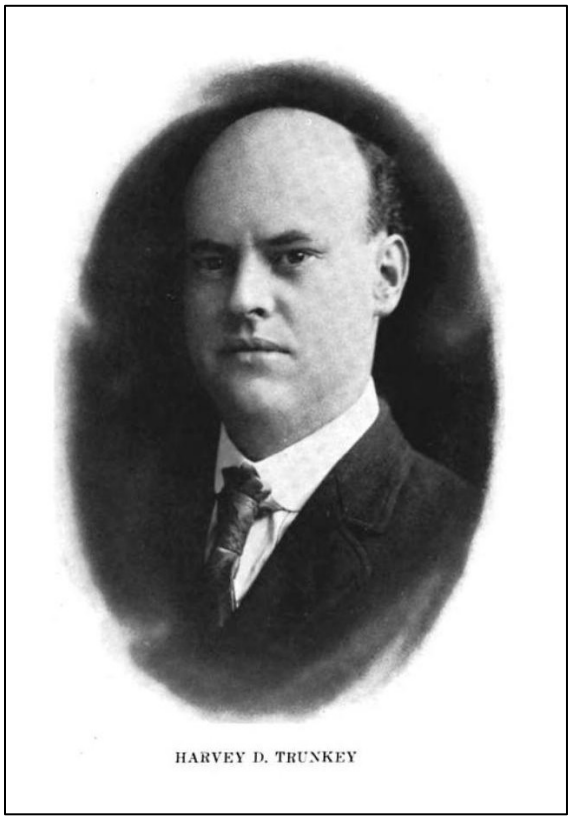
Source: Crossroads Archive, United Copper Mine collection

Figure 13: United Copper Mine, Chewelah, Washington



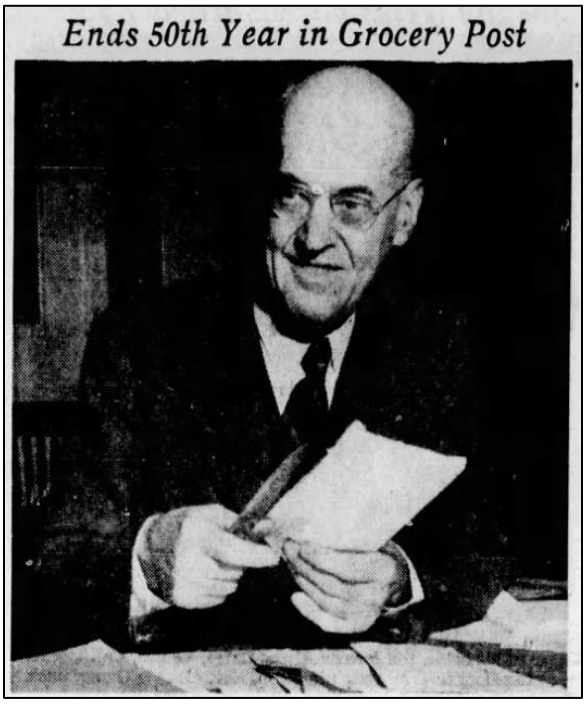
Source: Crossroads Archive, United Copper Mine collection

Figure 14: Harvey Trunkey in 1912



Source: H.W. Durham

Figure 15: Harvey Trunkey in 1948

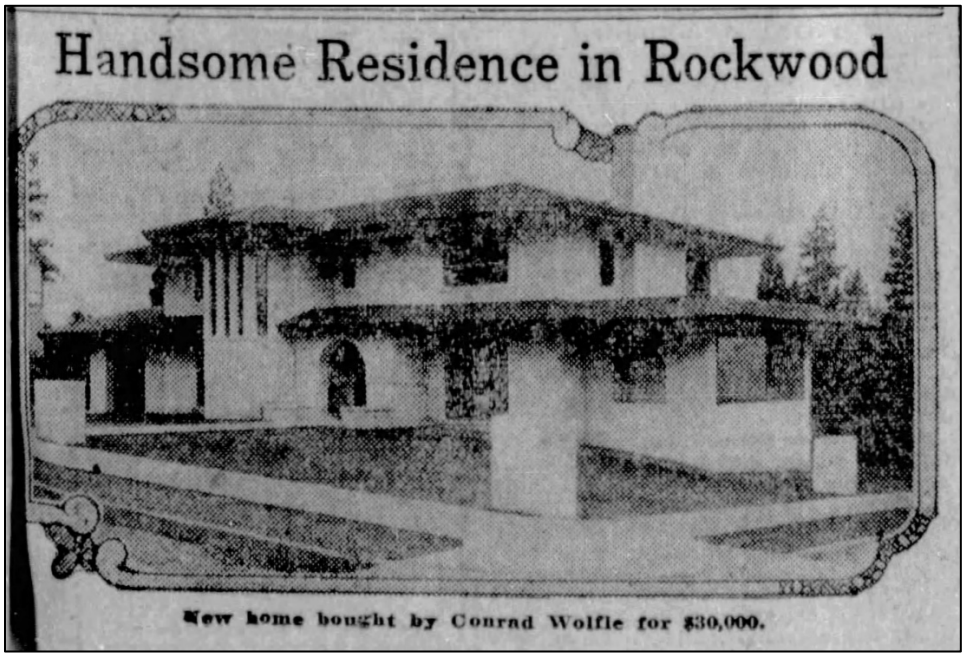


Source: The Spokesman-Review

Figure 16: McClintock-Trunkey building at 125 S. Stevens Street in 1935 (still extant)

Source: The Spokesman Review, August 15, 2017

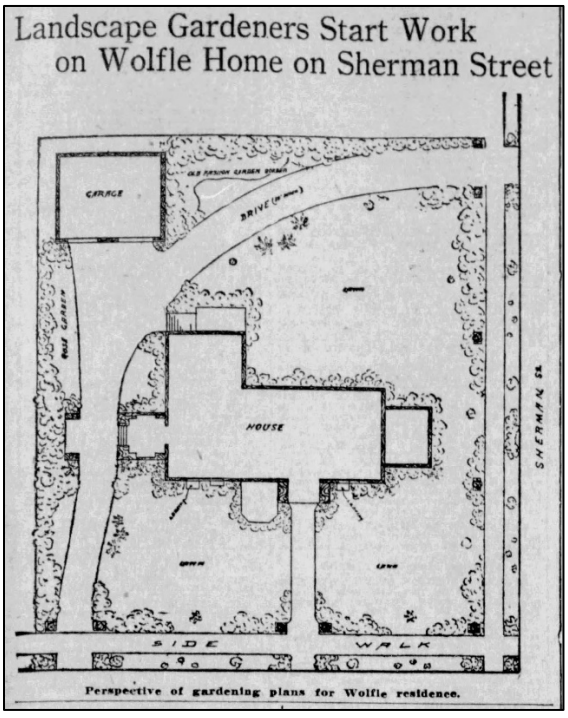
Figure 17: Conrad Wolfle House in Rockwood, 1912


Handsome Residence in Rockwood

New home bought by Conrad Wolfle for $30,000.

Source: The Spokesman-Review, September 1, 1912

Figure 18: Site plan for Conrad Wolfle House, 1912

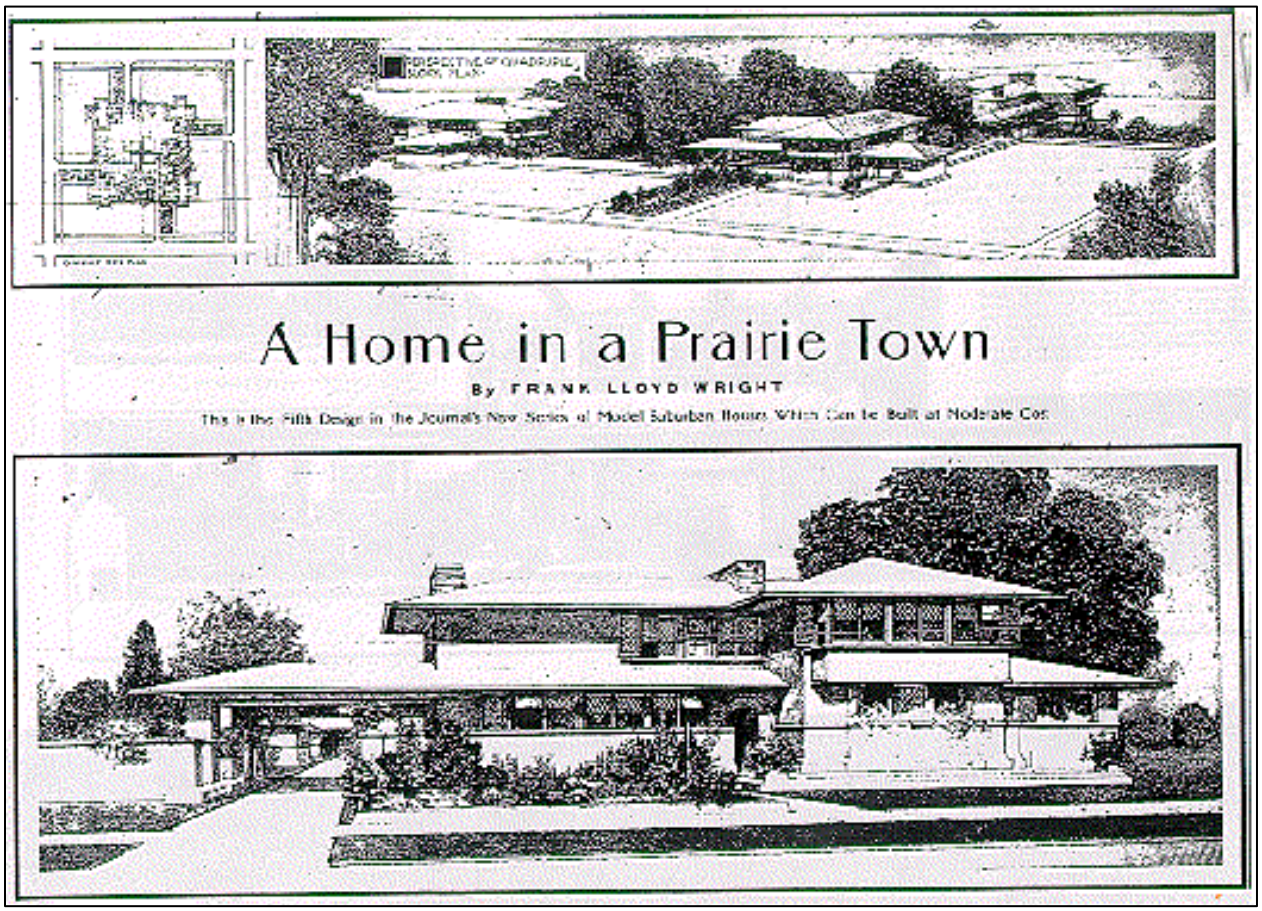

Landscape Gardeners Start Work on Wolfle Home on Sherman Street

GARAGE
HOUSE
SIDE WALK
SHERMAN ST.

Perspective of gardening plans for Wolfle residence.

Source: Spokane Chronicle, October 16, 1912

Figure 19: "A Home in a Prairie Town" by Frank Lloyd Wright



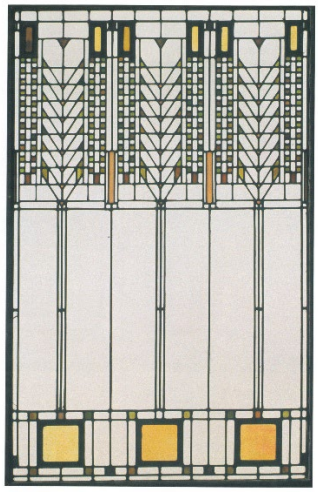
A Home in a Prairie Town

By FRANK LLOYD WRIGHT

This is the Fifth Design in the Journal's New Series of Model Suburban Houses Which Can be Built at Moderate Cost

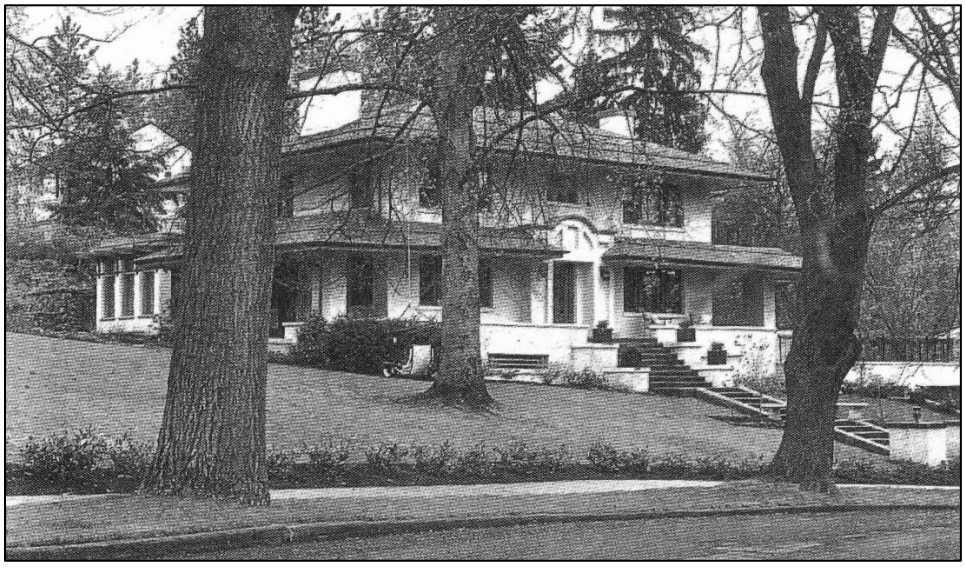
Source: Ladies Home Journal, 1901

Figure 20: "Tree of Life" motif in Frank Lloyd Wright's Darwin D. Martin House, 1902



Source: Frank Lloyd Wright, A Visual Encyclopedia

Figure 21: David and Edith Ackermann House, Earl W. Morrison, 1912



Source: Ackerman House Spokane Register of Historic Places nomination

Figure 22: Architect Earl W. Morrison

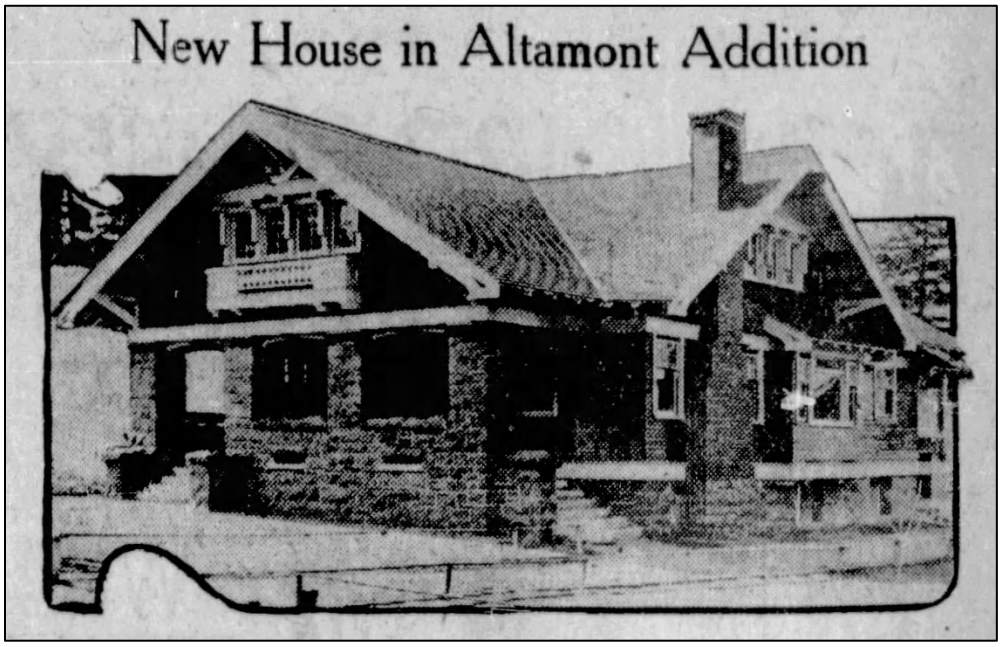
Source: Wikipedia Commons

Figure 23: Tudor Revival house designed by Morrison, built by A.T. Johnson, 1909

A. T. Johnson's fine English residence at the northeast corner of Ninth avenue and Ash street.

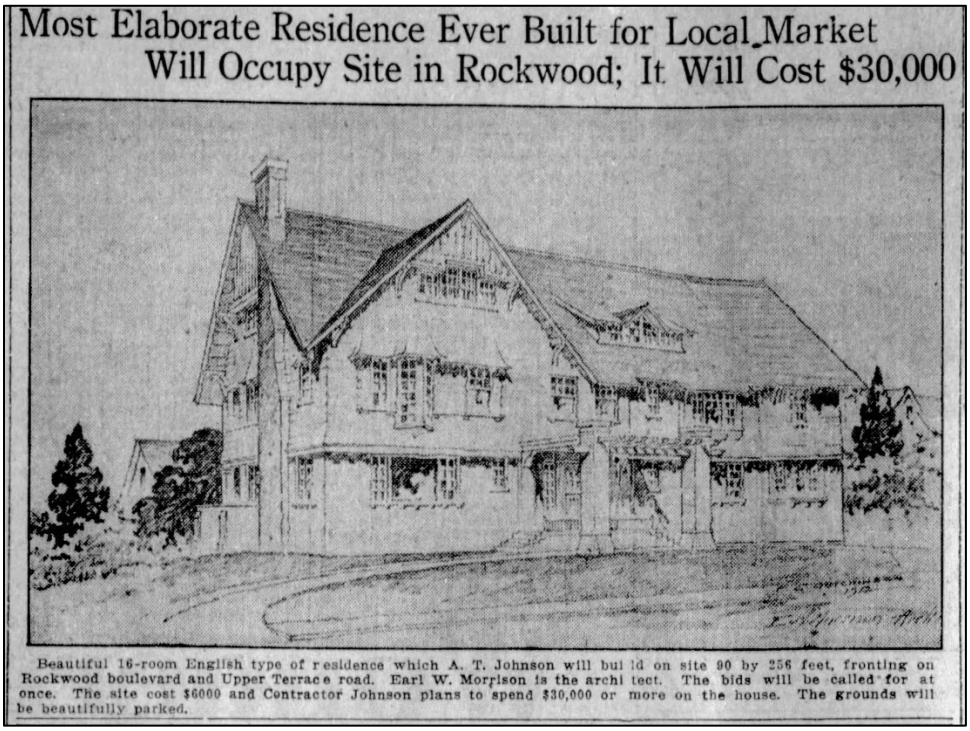
Source: The Spokesman-Review

Figure 24: Craftsman bungalow designed by Earl W. Morrison, built by A.T. Johnson, 1910



Source: The Spokesman Review

Figure 25: Speculative house designed by Earl W. Morrison, 1912 (not built)



Most Elaborate Residence Ever Built for Local Market
Will Occupy Site in Rockwood; It Will Cost $30,000

Beautiful 16-room English type of residence which A. T. Johnson will build on site 90 by 256 feet, fronting on Rockwood boulevard and Upper Terrace road. Earl W. Morrison is the architect. The bids will be called for at once. The site cost $6000 and Contractor Johnson plans to spend $30,000 or more on the house. The grounds will be beautifully parked.

Source: The Spokesman-Review

Figure 26: Prairie Style house designed by Morrison for C.P. Lindsley, 1912

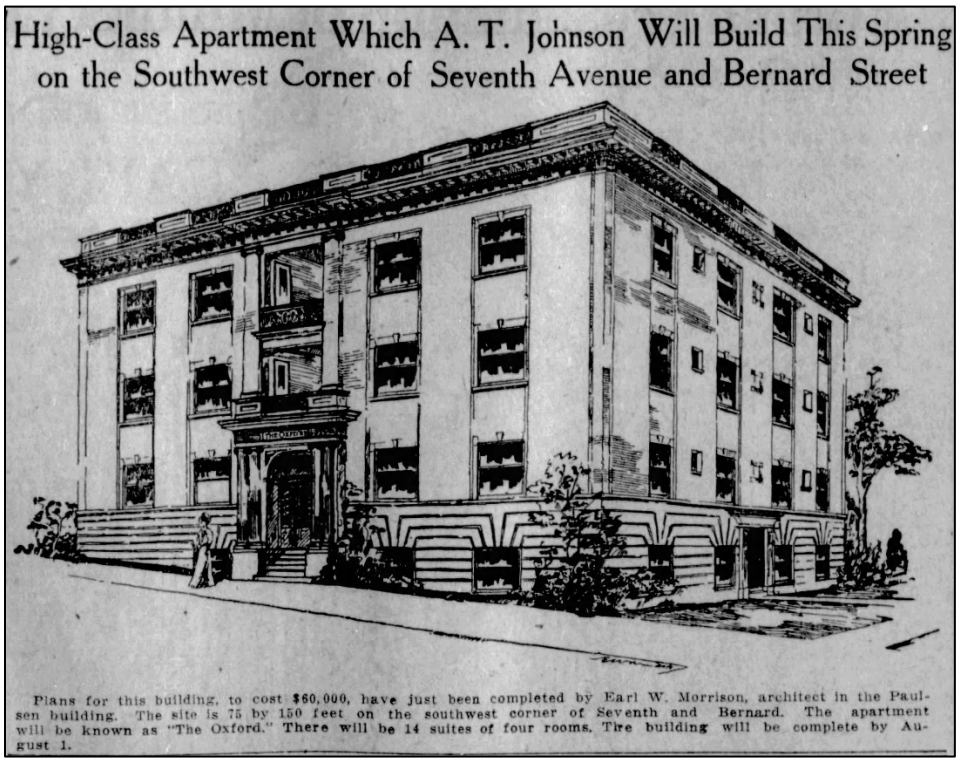
Will Have Typical Suburban Home on Sumner Avenue—Work Started

Perspective of home being built by C. P. Lindsley.

Patterned after the typical residences of the suburban districts of Chicago, the home of C. P. Lindsley at 210 Sumner avenue will offer a new style of architecture in Spokane. The home will have a six-foot overhanging roof and simple lines throughout. Work on the building was started last week and it will be completed about September 1. The property after the completion of the house will have a value of $40,000. Earl W. Morrison is the architect.

Source: Spokane Chronicle

Figure 27: The Oxford Apartment building, designed by Earl W. Morrison, 1912



High-Class Apartment Which A. T. Johnson Will Build This Spring on the Southwest Corner of Seventh Avenue and Bernard Street

Plans for this building, to cost $60,000, have just been completed by Earl W. Morrison, architect in the Paulsen building. The site is 75 by 150 feet on the southwest corner of Seventh and Bernard. The apartment will be known as "The Oxford." There will be 14 suites of four rooms. The building will be complete by August 1.

Source: The Spokesman-Review

Figure 28: A.T. Johnson Home, 1913

Rockwood Home Cost $45,000

A. T. Johnson residence.

One of the biggest and most expensive homes recently erected in the city is the residence of A. T. Johnson, on Sherman street, Gladstone avenue and Rockwood boulevard. The house is in the old English style of the Elizabethan period, of brick, timber and stucco construction.

Source: The Spokesman-Review

Photo 1 of 32: Front (south) façade, looking north

Photo 2 of 32: Soffits and eaves, typical; chimney, east side, looking SW

Photo 3 of 32: Window detail showing leading, typical

Photo 4 of 32: Front door showing mosaic, sidelights, oak storm door, looking north

Photo 5 of 32: East façade, looking west; note chimney

Photo 6 of 32: Sunporch windows detail, east side, looking NE

Photo 7 of 32: Rear (north) façade, looking SE

Photo 8 of 32: Rear stairs, looking west; note ice box and milk doors

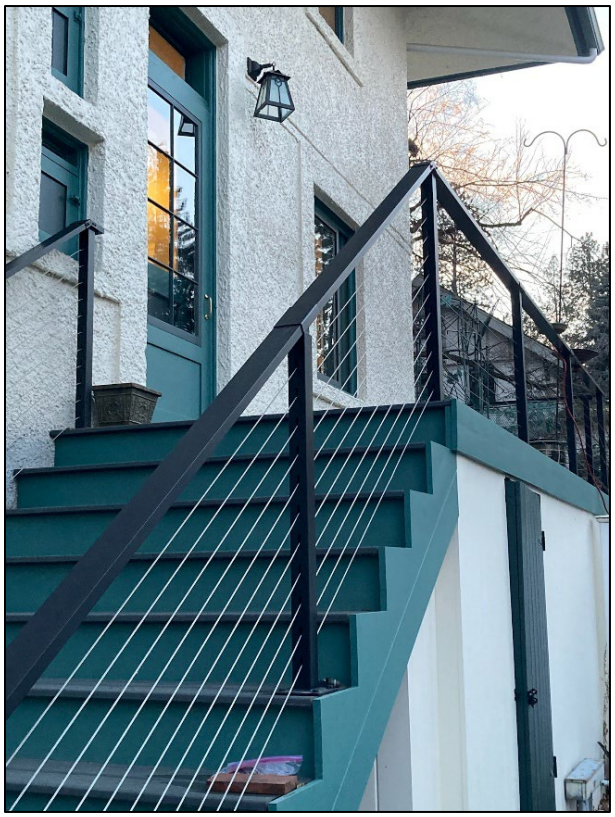


Photo 9 of 32: Entryway/foyer, looking west

Photo 10 of 32: Living room column with pendentive motif

Photo 11 of 32: Living room with fireplace, leaded doors to sunporch, looking NE

Photo 12 of 32: Living room doors on south side, looking south

Photo 13 of 32: Dining room, looking NW

Photo 14 of 32: Butler's pantry, south side, looking south

Photo 15 of 32: Kitchen, west wall looking west

Photo 16 of 32: Library pendentive motif echoed from livimg room column (pastel painting)

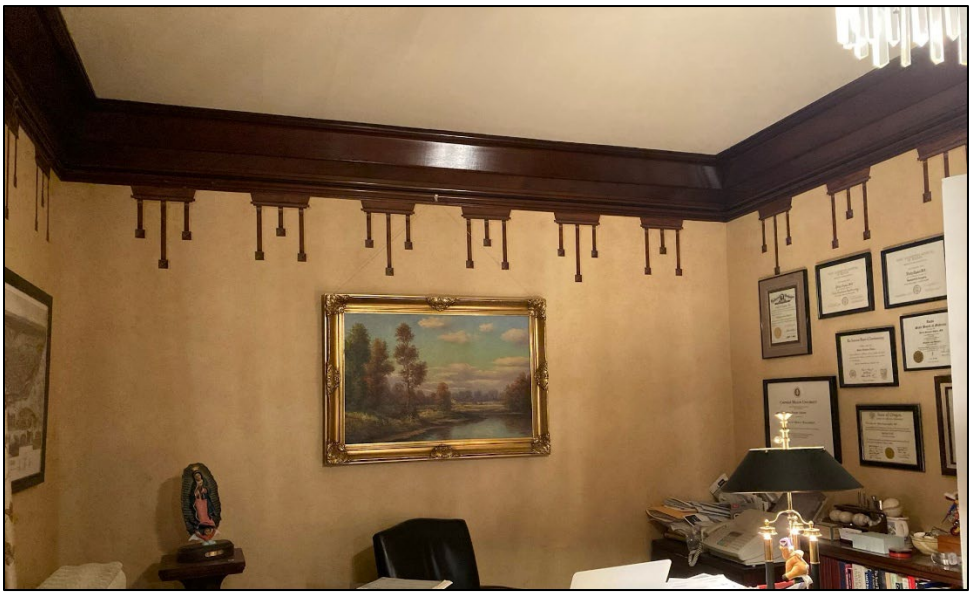


Photo 17 of 32: Main oak staircase; note pendentive motif repeated in balustrade

Photo 18 of 32: Second floor landing with view to bay window lancets

Photo 19 of 32: Master bedroom fireplace

Photo 20 of 32: Second level sunroom/sleeping porch

Photo 21 of 32: Servant's stairs (back of house)

Photo 22 of 32: Ballroom fireplace and box beams, restoration, looking NE

Photo 23 of 32: Linen closet, second floor, east wall, looking east

Photo 24 of 32: Hallway wallpaper, believed original

Photo 25 of 32: Mahogany bookshelves in library

Photo 26 of 32: Kitchen light, original to home

Photo 27 or 32: Ball and claw foot tub in servant's bathroom, original

Photo 28 of 32: Servant's bedroom, ballroom level

Photo 29 of 32: Detail of quarter sawn oak paneling, showing tiger stripes

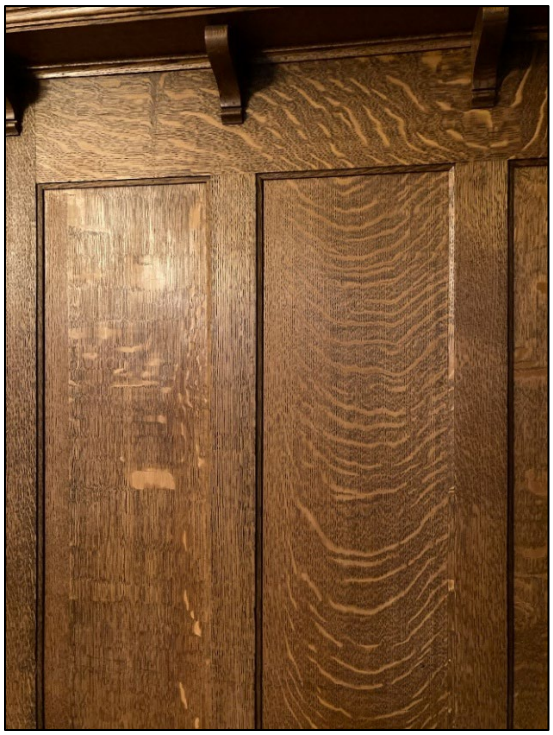


Photo 30 of 32: Garage and carport, looking NW

Photo 31 of 32: Planter boxes along sidewalk, looking east

Figure 32 of 32: Olmsted Triangle Park adjacent to Wolfle-Truney House, looking south

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Consent

Council Meeting Date: 05/11/2026

Date Rec'd	4/14/2026		
Clerk's File #	OPR 2023-0316		
Cross Ref #			
Project #			
Submitting Dept	HUMAN RESOURCES	**Bid #**	RFP 5780-22
Contact Name/Phone	ALLISON ADAM 6383	**Requisition #**	CR PENDING
Contact E-Mail	AADAM@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ALLONE HEALTH RESOURCES (EAP) CONTRACT RENEWAL		

Agenda Wording

Contract with AllOne Heath Resources to provide Employee Assistance Program to employees with the City of Spokane

Summary (Background)

The City of Spokane entered into an agreement in March 2023 to provide Employee Assistance Program (EAP) services to City employees, originally with Deer Oaks LLC and now held by AllOne Health Resources, Inc. following a merger. The contract included two one-year renewal options; this amendment represents the first renewal, extending services from April 1, 2026 through March 31, 2027. Continuation of this contract ensures uninterrupted EAP services for City employees

What impacts would the proposal have on historically excluded communities?

This is a benefit for all City of Spokane employees.

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?

The EAP provides summary reports on usage of their 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?

The EAP is a part of City employee benefits.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** NTE 58,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 59,664	**#** 5830-78710-17310-54101-99999 with sales tax
Select	**$**	**#**
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	ADAM, ALLISON	**PURCHASING**	WAHL, CONNIE
Division Director	ADAM, ALLISON		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	laga@spokanecity.org
mdean@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	

Committee Agenda Sheet
Urban Experience Committee

Committee Date	4/20/2026
Submitting Department	Human Resources-Benefits Department
Contact Name	Allison Adam
Contact Email & Phone	aadam@spokanecity.org
Council Sponsor(s)	Zack Zappone Sara Dixit
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	AllOne Health Resources (EAP) Contract Renewal
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane entered into an agreement in March 2023 to provide Employee Assistance Program (EAP) services to City employees, originally with Deer Oaks LLC and now held by AllOne Health Resources, Inc. following a merger. The contract included two one-year renewal options; this amendment represents the first renewal, extending services from April 1, 2026 through March 31, 2027. Continuation of this contract ensures uninterrupted EAP services for City employees.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: Click or tap here to enter text.

Current year cost: NTE $58,000

Subsequent year(s) cost:

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

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

What impacts would the proposal have on historically excluded communities?

This is a benefit for all City of Spokane employees.

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? The EAP provides summary reports on usage of their 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? The EAP is a part of City employee benefits.

City Clerk's No. OPR 2023-0316

CITY OF SPOKANE

CONTRACT RENEWAL
1 of 2

Title: EMPLOYEE ASSISTANCE PROGRAM

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ALLONE HEALTH RESOURCES, INC.**, whose address is100 North Pennsylvania Avenue, Wilkes-Barre, Pennsylvania 18701, 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 Employee Assistance Program Services; and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated March 21, 2023 and March 31, 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 April 1, 2026 and shall run through March 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS** (**$58,000.00**), and 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 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.

ALLONE HEALTH RESOURCES, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

26-077

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

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

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

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

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

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

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

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

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

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

License Information:

New search Back to results

Entity name: DEER OAKS EAP SERVICES, LLC

Business name: DEER OAKS EAP SERVICES, LLC

Entity type: Limited Liability Company

UBI #: 603-044-693

Business ID: 001

Location ID: 0002

Location: Active

Location address: 100 N PENNSYLVANIA AVE
WILKES BARRE PA 18701-3507

Mailing address: 100 N PENNSYLVANIA AVE
WILKES BARRE PA 18701-3507

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident				Active	Mar-31-2027	Mar-31-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
WASLEY, KEITH	ceo & president

Registered Trade Names

Registered trade names	Status	First issued
ALLONE HEALTH	Active	Feb-28-2025

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/1/2026 12:52:26 PM

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Take our survey!

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Check if your browser is supported

ALLOHEA-01 X00APARTHIBAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2026

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

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

PRODUCER AssuredPartners of New Jersey, LLC dba AssuredPartners of Northeastern PA 1130 Highway 315 Wilkes Barre, PA 18702	CONTACT NAME: Sally Luongo PHONE (A/C, No, Ext): (570) 270-6096 6096 FAX (A/C, No): (570) 270-6096 E-MAIL ADDRESS: sally.luongo@assuredpartners.com
INSURED AllOne Health Resources, Inc. 100 Pennsylvania Ave Wilkes Barre, PA 18701	INSURER A : Hartford Fire Insurance Co — NAIC # 19682 INSURER B : Trumbull Insurance Co — 27120 INSURER C : Hartford Casualty Insurance Co — 29424 INSURER D : Allmerica Financial Alliance Insurance Co — 10212 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		44UUNBG9VG2	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			44UENBG9VH6	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			44HHUBG9VHN	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WKYJ223898	6/1/2025	6/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

When required by written contract: City of Spokane, Washington and any other parties are listed as Additional Insureds under General Liability per form HG 00 01.

Certificate holder will receive 30 Days' Notice of Cancellation Except 15 Days for Non-Payment of Premium.

CERTIFICATE HOLDER

City of Spokane, Washington
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

Sally Luongo

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

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.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business

and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **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.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

5. Premium Audit

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

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

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

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

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

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

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

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above;

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section **III** - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily

injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    - **a.** False arrest, detention or imprisonment;
    - **b.** Malicious prosecution;
    - **c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
    - **d.** Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    - **e.** Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
    - **f.** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
    - **g.** Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard":**
    - **a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      - **(1)** Products that are still in your physical possession; or
      - **(2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
        - **(a)** When all of the work called for in your contract has been completed.
        - **(b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
        - **(c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

      Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    - **b.** Does not include "bodily injury" or "property damage" arising out of:
      - **(1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
      - **(2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
      - **(3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:
    - **a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    - **b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

    As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:
    - **a.** Stored as or on;
    - **b.** Created or used on; or
    - **c.** Transmitted to or from;

    computer software, including systems and applications software, hard or floppy disks, CD-

    ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    - **a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2026 — 3/26/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1323324 AllOne Health Resources, Inc 100 N. Pennsylvania Avenue Wilkes-Barre PA 18701	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** QBE Specialty Insurance Company — 11515 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23218459 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
	☐ ☐							$ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liability	N	N	140002205	12/1/2025	12/1/2026	* See Below	

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

Professional Liability Limits: $2,000,000 per claim / $6,000,000 Annual Aggregate. Self-Insured Retention $40,000 each claim.

CERTIFICATE HOLDER

23218459
City of Spokane, Washington
808 W. Spokane Falls Blvd.
Spokane WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Consent

Council Meeting Date: 05/11/2026

Date Rec'd	3/16/2026
Clerk's File #	OPR 2025-0305
Cross Ref #	OPR 2020-0723
Project #	
Bid #	
Requisition #	

Submitting Dept	INFORMATION TECHNOLOGY
Contact Name/Phone	PEGGY LUND X6954
Contact E-Mail	KLUND@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	HYLAND ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT RENEWAL

Agenda Wording

Contract with Hyland for software supporting On Base document imaging system. Contract term begins 04/01/2026 and ends 03/31/2030. The 2026 annual maintenance is $79,087.70, plus applicable tax.

Summary (Background)

Hyland Software supports the City's OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging & Management System. Hyland Software is the only supplier of OnBase licensing. This contract is amending contract OPR 2025-0305 to four (4) years in to mitigate a 7.5% annual CPI to 5.5%. Total contract amount is $343,419.96. Four-year breakout is: 2026 $79,087.70 2027 $83,437.60 2028 $88,026.55 2029 $92,868.11 Total $343,419.96

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software subscription

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 subscription

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 subscription

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 Hyland Software.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 343,419.96
Current Year Cost	$ 79,087.70
Subsequent Year(s) Cost	$ 83,437.60

Narrative

Amount		Budget Account
Expense	$ 79,087.70	# 5300-73300-18850-54214
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	MARTINEZ, LAZ		
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Noreen Kilbane; Noreen.kilbane@hyland.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2025-0305
Hyland Contract #: EU-10294-HYL045018

City of Spokane

CONTRACT RENEWAL

Title: ONBASE SOFTWARE SUPPORT

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HYLAND SOFTWARE, INC**., whose address is, 28105 Clemens Road, Westlake, Ohio 44145, as ("Company"). individually hereafter referenced as a "Party", and together as the "Parties", individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, on May 22, 2025 the parties executed a one year Contract covering contract term April 1, 2025- to March 31, 2026 wherein the Company agreed to provide Software Support and Maintenance for OnBase Software, the City's Document Management System; and

WHEREAS, in an effort to reduce costs of a shorter duration one year contract, renewal, the Parties have agreed to renew the contract for an additional four (4) year contract term mitigating City's annual Consumer Price Index (CPI) increase from 7.5% to 5.5%, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The original Contract, dated May 22, 2025, 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 April 1, 2026 and run through March 31, 2030.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **THREE HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED NINETEEN AND 96/100 DOLLARS** (**$343,419.96**), plus applicable sales tax, payable in accordance with Company's Quote No. HYL072731, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

HYLAND SOFTWARE, INC. .	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract Amendment:
Company's Quote No. HYL072731

26-050

HYLAND™

Quote

Hyland Reference Number: HYL072731

Parties	
Customer Name ("Customer")	City of Spokane, WA
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	**Shipping Details**
Name: City of Spokane, WA	Name: City of Spokane, WA
Bill To Address	**Ship To Address**
808 W. Spokane Falls Blvd. Spokane Washington 99201 United States	808 W. Spokane Falls Blvd. Spokane Washington 99201 United States
Bill To Contact	**Ship To Contact**
Name: Katherine Lund Email: klund@spokanecity.org Phone: 5096256954	Name: Katherine Lund Email: klund@spokanecity.org Phone: 5096256954
Quote Details	**Sales Representative**
Term Length in Months: 48 Pricing Expiration Date: April 30, 2026 Quote Reference: Q-422700	Name: Ross Kohlmyer Email: ross.kohlmyer@hyland.com Phone: +1.440.788.5890

ON-PREMISE SUBSCRIPTIONS

Product Code	Product Name	Schedule	Quantity
AEIPI2_SUBS	Enterprise Application Enabler	GSA	1
AIIPW2_SUBS	Desktop Document Imaging (30 ppm max)	GSA	1
AIIPW3_SUBS	Desktop Document Imaging (Unlimited)	GSA	8
AMIPW1_SUBS	Agenda Management	Open Market	1
APIPQ3_SUBS	Query API (Initial 500 queries/hour) (OnBase Unity/Core)	GSA	1
CLIPW1_SUBS	COLD/ERM	GSA	1
CMIPI1_SUBS	Configuration Migration Utility	Open Market	1
CTIPC_SUBS	Concurrent Client	GSA	67
DIIPW2_SUBS	Production Document Imaging (Kofax or Twain) (2+)	GSA	2
DMIPI1_SUBS	EDM Services	GSA	1
DPIPW1_SUBS	Document Import Processor	GSA	1
DXIPI1_SUBS	Integration for DocuSign eSignature	GSA	1
GWIPI1_SUBS	Public Sector Constituency Web Access	GSA	204400
IDIPC1_SUBS	Full-Text Indexing Concurrent Client for Autonomy IDOL	Open Market	1
IDIPI1_SUBS	Full-Text Indexing Server for Autonomy IDOL	Open Market	1
ISIPW1_SUBS	Production Document Imaging (ISIS or TWAIN) (1)	GSA	1
ISIPW2_SUBS	Production Document Imaging (ISIS or TWAIN) (2+)	GSA	6
OBIPW1_SUBS	Multi-User Server	GSA	1
OMIPI1-IPHN_SUBS	Mobile Access for iPhone	GSA	1
OMIPW1-IPAD_SUBS	Mobile Access for iPad	GSA	1
PDFIPI1_SUBS	PDF Framework	GSA	1
PTIPC1_SUBS	Virtual Print Driver	GSA	1
REAIPI1_SUBS	REST API Integration Toolkit	Open Market	1
STIPI1_SUBS	StatusView	Open Market	1
UFIPI1_SUBS	Unity Forms	Open Market	1
UIIPI1_SUBS	Unity Integration Toolkit	GSA	1
UNIPI1_SUBS	Unity Client Server	Open Market	1
VLIPC_SUBS	WorkView Concurrent Client SL	GSA	3

WLIPC_SUBS	Workflow Concurrent Client SL	GSA	21

Product Code	Product Name	Schedule	Quantity
WTIPI1_SUBS	Conversion From Microsoft Office To Image Framework	GSA	1
WTIPI1-AS_SUBS	Conversion From Microsoft Office To Image Framework (Aspose)	GSA	1
WTIPW1_SUBS	Web Server	GSA	1

PAYMENT SUMMARY

Year	Subscription Payments
Year 1	USD 79,087.70
Year 2	USD 83,437.60
Year 3	USD 88,026.55
Year 4	USD 92,868.11

Prices are exclusive of all taxes and governmental charges (such as duties). All invoices issued by Hyland will include all applicable taxes based on the jurisdiction in which the Customer is located. Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

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HYLASOF-01 OPLOVELOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/25/2026

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

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

PRODUCER	CONTACT NAME:	
Henderson Brothers Inc 920 Ft. Duquesne Blvd. Pittsburgh, PA 15222	PHONE (A/C, No, Ext): (412) 261-1842	FAX (A/C, No): (412) 261-4149
	E-MAIL ADDRESS: mailroom@hendersonbrothers.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hyland Software, Inc.; HSI Holdings I, Inc. 28105 Clemens Road Westlake, OH 44145-1145	INSURER A : Federal Insurance Company	20281
	INSURER B : Great Northern Insurance	20303
	INSURER C : Pacific Employers Insurance Company	22748
	INSURER D : Allied World Assurance Co.	19489
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		35783325	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		73522883	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			79882068	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71748177	12/31/2025	12/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Tech PL/E&O			0312-7231	3/2/2026	3/2/2027	Each Occ / Aggregate	5,000,000

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

HSI #10294

The City of Spokane is included as Additional Insured with respect to General Liability and Auto Liability as required by written contract. A written 30-Day Notice of Cancellation applies with respect to General Liability on behalf of the Additional Insured as provided by endorsement.

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

Roberto J Hyppert..

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License Information:

New search Back to results

Entity name: HYLAND SOFTWARE INC

Business name: HYLAND SOFTWARE INC.

Entity type: Profit Corporation

UBI #: 602-207-254

Business ID: 001

Location ID: 0002

Location: Active

Location address: 28105 CLEMENS RD
WESTLAKE OH 44145-1100

Mailing address: 28500 CLEMENS RD
WESTLAKE OH 44145-1145

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	052133			Active		Aug-01-2013
Camas General Business - Non-Resident				Active	Jul-31-2026	Jul-29-2025

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Issaquah General Business - Non-Resident				Active	Jul-31-2026	Jul-26-2024
Redmond General Business - Non-Resident				Active	Jul-31-2026	Jul-29-2025
Spokane General Business - Non-Resident				Active	Mar-31-2027	Mar-27-2026
Vancouver General Business - Non-Resident				Active	Jul-31-2026	Jul-23-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GHAI, JITESH	

Registered Trade Names

Registered trade names	Status	First issued
HYLAND SOFTWARE, INC.	Active	Aug-01-2013

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/30/2026 8:02:09 AM

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Consent

Council Meeting Date: 05/11/2026

Date Rec'd	4/14/2026
Clerk's File #	OPR 2026-0404
Cross Ref #	ORD C36868
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	NATE SULYA 6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE
Sponsoring at Administrators Request	NO

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

Agenda Item Name CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP) GRANT (26-

Agenda Wording

Contract with the Washington Department of Commerce (26-96330-008) to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for affordable housing for $945,446.

Summary (Background)

In 2025, Spokane submitted grant applications to CHIP to help fund utility improvements at the affordable housing project 315 9th Senior Affordable Housing. In January 2026, the City was awarded $945,446 for the project. The grant pays for onsite water, sewer and stormwater improvements for the housing development; offsite water, sewer, and stormwater improvements in the right-of-way, connecting to the development; and reimburses waived water, sewer and stormwater system development charges for the project.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 945,446
Current Year Cost	$ 945,446
Subsequent Year(s) Cost	$ 00

Narrative

A special budget ordinance will be taken before Council to accept and create budget for this award.

Amount		Budget Account
Revenue	$ 945,446.00	# 1
Expense	$ 945,446.00	# 1
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

n/a

Expense Occurrence	One-Time

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

No match required. No other budgetary impacts.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	ACCOUNTING -	DUFFEY, ANDREW
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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kpicanco@spokanecity.org	eraea@spokanecity.org

OPR 2026-0404

Washington State Department of Commerce

Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)

Contract Number:
26-96330-008

For

To support the development of affordable housing by paying for utility infrastructure improvements for the 315 W 9th Senior Affordable Housing project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

Dated: Tuesday, July 1, 2025

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Face Sheet

Contract Number 26-96330-008

Growth Management Services
Connecting Housing to Infrastructure Program

1. Grantee City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		**2. Project Name and Address** 315 W 9th Senior Affordable Housing 315 W 9th Ave Spokane, WA 99204	
3. Grantee Representative Nate Sulya Program Professional nsulya@spokanecity.org		**4. COMMERCE Representative** Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov	PO Box 42525 1500 Jefferson Street Olympia, WA 98504
5. Contract Amount $945,446	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** July 1, 2025	**8. End Date** June 30, 2027, subject to reappropriation
9. Federal Funds (as applicable) $0.00	**Federal Agency:** N/A	**ALN** N/A	
10. Tax ID # 91-6001280	**11. SWV #** SWV0003387	**12. UBI #** 328-013-877	**13. UEI #**
14. Award Method ☐ **Non-Competitive** x **Competitive**	**NOFO/RFX #** N/A	**Proviso #** 40000675	

15. Contract Purpose

To support the development of affordable housing by paying for utility infrastructure improvements for the 315 W 9th Senior Affordable Housing project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.

FOR GRANTEE	**FOR COMMERCE**
_____ Marlene Feist, Public Works Director mfeist@spokanecity.org	_____ Mark K. Barkley, Assistant Director Local Government Division
_____ Date	_____ Date **APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Special Terms and Conditions

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed $945,446, (nine hundred forty-five thousand, four hundred forty-six dollars) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, including backup documentation of costs, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.
Each invoice/reimbursement request will either be submitted through the Commerce Contracts Management System or submitted to Commerce with a complete and signed Invoice Voucher (Form A-19) provided by a COMMERCE Representative and shall include the Contract Number 26-96330-008. Backup documentation detailing each cost, including invoices or receipts, must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.
Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Grantee, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:

- **i.** Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- **ii.** Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- **iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- **iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. NO THIRD-PARTY BENEFICIARIES

This Agreement is enforceable only by COMMERCE and GRANTEE and is not intended to establish any third-party entitlements, rights, or causes of action.

11. OWNERSHIP

COMMERCE disclaims any ownership in deliverables reimbursed under this grant.

12. PUBLIC BENEFIT OF LATECOMER FEES

Any latecomer fees as defined by RCW 35.91.020 collected by the Grantee or Subgrantee at any tier arising from infrastructure funded in whole or in part by this Contract, shall be remitted to the Grantee's affordable housing fund or to another funding source designated by the Grantee in support of affordable housing in the community.

13. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to all work performed under this Contract. COMMERCE reserves the right to review all state-funded projects and to require that work performed by Subcontractors of this Contract comply with this section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust) executed by landowner/sub recipient of the grant. The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 25 years from the date in which the property is improved upon and a statement of occupancy is issued for the purposes of affordable housing as intended under the funding. For single family housing units a partial reconveyance may be issued at the time of sale to qualified homeowner, but the affordability period will remain in effect under a covenant. For multi family housing units a reconveyance will be issued after the 25 year period has expired.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. The property shall be covenanted for the purposes intended under the funding for a period of 25 years.

E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

14. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

15. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

16. DUPLICATE PAYMENT

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

18. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

26. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Grantee certifies that all Grantees and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, to the extent applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the extent required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW to the extent applicable, and shall make such records available for COMMERCE's review upon request

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

32. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

36. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

37. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

38. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

40. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a “Termination for Convenience” if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days’ written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

42. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

44. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: SCOPE OF WORK:

Scope of Work

Water: 6” water connection in the street plus related on-site work for 1 building,

Sewer: 6” sewer connection in the street plus related on-site work for 1 35-unit building

Stormwater: roof drain connections, Bio-filtration swale with retaining walls, stormtech chamber system, and infiltration galleries and related rock removal trenching, bedding and piping (6” SDR 35 PVC and a storm cleanout)

Project Requirements

Based on the criteria within the state capital budget, SB 5195 Sec 1020, and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2028.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs:	100,988
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs:	319,503
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	0
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	524,955
Contract Total		945,446

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2027, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment C: Commitment of Continued Affordability

Monitoring will be completed by the City of Spokane as part of the City's HEART fund loan agreement.

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce's Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.

"Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the Housing Trust Fund Handbook applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

[1] "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

315 W 9th Senior Affordable Housing	
County and parcel number(s) of property:	Spokane County, 35194.2825, 35194.2124, 35194.2125
Organization monitoring continued affordability:	City of Spokane
Term of affordability:	50 years
Documentation evidencing securitization of affordability	HEART Fund Loan Agreement

Enter Number of Units in each category below:	
30% AMI- Studio	
30% AMI- 1 Bedroom	11
30% AMI- 2 Bedroom	
30% AMI- 3 Bedroom	
30% AMI- Other	
50% AMI- Studio	
50% AMI- 1 Bedroom	6
50% AMI- 2 Bedroom	2
50% AMI- 3 Bedroom	
50% AMI- Other	
60% AMI- Studio	
60% AMI- 1 Bedroom	
60% AMI- 2 Bedroom	
60% AMI- 3 Bedroom	
60% AMI- Other	
80% AMI- Studio	
80% AMI- 1 Bedroom	14
80% AMI- 2 Bedroom	3
80% AMI- 3 Bedroom	
80% AMI- Other	

Initial breakdown of affordable units pending community need

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

_____ _____

Marlene Feist, Public Works Director DATE

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Consent

Council Meeting Date: 05/11/2026

Date Rec'd	4/14/2026
Clerk's File #	OPR 2026-0405
Cross Ref #	ORD C36868
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	NATE SULYA 6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE
Sponsoring at Administrators Request	NO

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

Agenda Item Name: CONNECTING HOUSING TO INFRASTURE (CHIP) GRANT (26-96330-006)

Agenda Wording

Contract with the Washington Department of Commerce (26-96330-006) to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for affordable housing for $1,000,000.

Summary (Background)

In 2025, Spokane submitted grant applications to CHIP in partnership with 1727 E Hartson LLC, to help fund utility improvements at the latter's affordable housing project, Threshold Apartments and Ben Burr Townhomes. In January 2026, the City was awarded $1,000,000 for the project. The grant pays for onsite water, sewer and stormwater improvements for the housing development; offsite water, sewer, and stormwater improvements in the right-of-way, connecting to the development; and reimburses waived water, sewer and stormwater system development charges for the project.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,000,000
Current Year Cost	$ 1,000,000
Subsequent Year(s) Cost	$ 00

Narrative

A special budget ordinance will be taken before Council to accept and create budget for this award.

Amount		Budget Account
Revenue	$ 1,000,000.00	# 1
Expense	$ 1,000,000.00	# 1
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

n/a

Expense Occurrence	One-Time

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

No match required. No other budgetary impacts.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	ACCOUNTING -	DUFFEY, ANDREW
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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OPR 2026-0405

Washington State Department of Commerce

Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)

Contract Number:
26-96330-006

For

To support the development of affordable housing by paying for utility infrastructure improvements for the Ben Burr and Threshold project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

Dated: Tuesday, July 1, 2025

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Face Sheet

Contract Number 26-96330-006

Growth Management Services
Connecting Housing to Infrastructure Program

1. Grantee City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		**2. Project Name and Address** Ben Burr and Threshold Project 1727 E. Hartson Spokane, WA 99202	
3. Grantee Representative Nate Sulya Program Professional nsulya@spokanecity.org		**4. COMMERCE Representative** Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov	PO Box 42525 1500 Jefferson Street Olympia, WA 98504
5. Contract Amount $1,000,000	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** July 1, 2025	**8. End Date** June 30, 2027, subject to reappropriation
9. Federal Funds (as applicable) $0.00	**Federal Agency:** N/A	**ALN** N/A	
10. Tax ID # 91-6001280	**11. SWV #** SWV0003387	**12. UBI #** 328-013-877	**13. UEI #**
14. Award Method ☐ **Non-Competitive** x **Competitive**	**NOFO/RFX #** N/A	**Proviso #** 40000675	

15. Contract Purpose

To support the development of affordable housing by paying for utility infrastructure improvements for the Ben Burr and Threshold project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.

FOR GRANTEE	**FOR COMMERCE**
_____ Marlene Feist, Public Works Director mfeist@spokanecity.org	_____ Mark K. Barkley, Assistant Director Local Government Division
_____ Date	_____ Date **APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Special Terms and Conditions

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed $1,000,000, (One million dollars) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, including backup documentation of costs, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.
Each invoice/reimbursement request will either be submitted through the Commerce Contracts Management System or submitted to Commerce with a complete and signed Invoice Voucher (Form A-19) provided by a COMMERCE Representative and shall include the Contract Number 26-96330-006. Backup documentation detailing each cost, including invoices or receipts, must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.
Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Grantee, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:

- **i.** Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- **ii.** Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- **iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- **iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. NO THIRD-PARTY BENEFICIARIES

This Agreement is enforceable only by COMMERCE and GRANTEE and is not intended to establish any third-party entitlements, rights, or causes of action.

11. OWNERSHIP

COMMERCE disclaims any ownership in deliverables reimbursed under this grant.

12. PUBLIC BENEFIT OF LATECOMER FEES

Any latecomer fees as defined by RCW 35.91.020 collected by the Grantee or Subgrantee at any tier arising from infrastructure funded in whole or in part by this Contract, shall be remitted to the Grantee's affordable housing fund or to another funding source designated by the Grantee in support of affordable housing in the community.

13. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to all work performed under this Contract. COMMERCE reserves the right to review all state-funded projects and to require that work performed by Subcontractors of this Contract comply with this section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust) executed by landowner/sub recipient of the grant. The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 25 years from the date in which the property is improved upon and a statement of occupancy is issued for the purposes of affordable housing as intended under the funding. For single family housing units a partial reconveyance may be issued at the time of sale to qualified homeowner, but the affordability period will remain in effect under a covenant. For multi family housing units a reconveyance will be issued after the 25 year period has expired.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. The property shall be covenanted for the purposes intended under the funding for a period of 25 years.

E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

14. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

15. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

16. DUPLICATE PAYMENT

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

18. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

26. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Grantee certifies that all Grantees and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, to the extent applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the extent required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW to the extent applicable, and shall make such records available for COMMERCE's review upon request

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

32. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

36. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

37. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

38. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

40. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a “Termination for Convenience” if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days’ written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

42. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

44. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: SCOPE OF WORK:

Scope of Work

Water: Connect & upsize to the 6-inch water main in Hartson Ave. Water main will be extended down Hartson Ave to the east, & up Pittsburgh St to the north providing water to the north half of the site, as well to the south and east vacant 6 acres of parcels for future city late-comer fees. There will be significant demo,trenching through basalt and dirt, ROW restoration, landscaping restoration, design, mgmt and permit fees.

Sewer: Existing 4" side sewers are undersized. Install new 6" commercial side sewers for Threshold and new 4" laterals for Ben Burr. New sewer to the east, manholes, taps, cleanouts every 100', 2% slope, 3.5' cover, and 18"/5' separation from water lines. Meets City Design Standards Section 4. There will be significant demo, trenching through basalt and dirt, ROW restoration, landscaping restoration, design, mgmt and permit fees.

Stormwater: Install on-site stormwater facilities (vault, swales, catch basins, piping) for full site. Complies with Spokane Regional Stormwater Manual and City Design Standards Section 6. Site is in a CARA; design will include protective measures and DOE UIC registration.

Project Requirements

Based on the criteria within the state capital budget, SB 5195 Sec 1020, and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2028.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs:	194,532.26
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs:	558,803.22
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	0
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	411,386.00
Contract Total		1,000,000.00

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2027, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment C: Commitment of Continued Affordability

The Threshold Apartments (rental) will be monitored by the City of Spokane CHHS as part of HOME and 1590 compliance. The Ben Burr Townhomes (ownership) will be monitored under the City's HOME/1406 ownership compliance structure with resale covenants.

Affordability for both the Threshold Apartments and Ben Burr Townhomes will be secured through a recorded covenant and deed of trust, meeting and exceeding the minimum 25-year requirement. Because the project has already received awards from the City of Spokane through 1590, HOME, and 1406 funds, as well as designation under the Multifamily Tax Exemption (MFTE) program, the affordability period is governed by multiple overlapping compliance frameworks. Collectively, these funding sources require long-term monitoring and reporting that extend beyond 25 years.

For the rental component (Threshold Apartments), tenant income certification, lease review, and rent schedule compliance will be monitored annually by the City of Spokane's Community, Housing, and Human Services (CHHS) Department. Digital records will be maintained by and made available for city audit. HOME compliance additionally requires regular reporting, income verification, and long-term record retention, while MFTE requires annual third-party verification of unit affordability.

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce's Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.

"Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the Housing Trust Fund Handbook applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

[1] "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

Ben Burr and Threshold Project	
County and parcel number(s) of property:	Spokane County, 35202.001
Organization monitoring continued affordability:	City of Spokane CHHS
Term of affordability:	50 years
Documentation evidencing securitization of affordability	CHHS Contract

Enter Number of Units in each category below:	
30% AMI- Studio	
30% AMI- 1 Bedroom	
30% AMI- 2 Bedroom	
30% AMI- 3 Bedroom	
30% AMI- Other	
50% AMI- Studio	
50% AMI- 1 Bedroom	4
50% AMI- 2 Bedroom	
50% AMI- 3 Bedroom	
50% AMI- Other	
60% AMI- Studio	
60% AMI- 1 Bedroom	
60% AMI- 2 Bedroom	
60% AMI- 3 Bedroom	6
60% AMI- Other	
80% AMI- Studio	
80% AMI- 1 Bedroom	6
80% AMI- 2 Bedroom	6
80% AMI- 3 Bedroom	12
80% AMI- Other	

Initial breakdown of affordable units pending community need

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

Marlene Feist, Public Works Director

DATE

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 04/20/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 05/11/2026		**Date Rec'd**	3/23/2026
		Clerk's File #	OPR 2026-0406
		Cross Ref #	
		Project #	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	HOLLIS STAAL 509-625-6854	**Requisition #**	
Contact E-Mail	HSTAAL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 6030 N RUBY ST.		

Agenda Wording

Conditional Multifamily Tax Exemption contract with Quigley 2 LLC, for the property located at 6030 N Ruby St., to create 7 dwelling units. Following construction the project intends to finalize under the 12 year exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that The 6030 N Ruby St. application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Area identified in SMC 08.15.030. The application proposes to create 7 residential units on the property at 6030 N Ruby St., within the Nevada Heights neighborhood (District 1). The property is zoned GC-70, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Multi-Family Tax Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

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

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

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

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eking@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2026-0406

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Quigley 2 LLC, as "Owner/Taxpayer" whose business address is 2421 S Helena Ct., SPOKANE, WA, 99201.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

SPOKANE TER L39-40 B47

Assessor's Parcel Number(s) 36322.1018, commonly known as 6030 N Ruby St.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption;

NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a) The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **7** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year, if applicable;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The units subject to this agreement, including any owner-occupied units, shall be used and occupied only for multifamily permanent residential occupancy and use. No unit shall operate as transient lodging. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least twenty-five percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2026

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

Attest:

_____
City Clerk

Quigley 2 LLC/Brian Bunker

_____

_____

Owner/Taxpayer

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/14/2026		
Clerk's File #	ORD C36868		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	SPECIAL BUDGET ORDINANCE TO ACCEPT CHIP GRANT AWARDS		

Agenda Wording

Special Budget Ordinance amending ORD C36794 to accept grant funds awarded by the Department of Commerce Connecting Housing to Infrastructure Program (CHIP).

Summary (Background)

The City of Spokane received grant funds totaling $1,945,446 from the Dept. of Commerce Connecting Housing to Infrastructure Program (CHIP). Applications were submitted in 2025, and funds were awarded in mid-January 2026. This SBO adds the revenue to the 2026 budget and increases the budget authority to utilize the funding.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,945,446
Current Year Cost	$ 1,945,446
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Expense	$ 945,446	# 4250-98864-38141-54201-10259
Revenue	$ 945,446	# 4250-98864-99999-33442-10259
Expense	$ 1,000,000	# 4250-98864-38141-54201-10260
Revenue	$ 1,000,000	# 4250-98864-99999-33442-10260
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No, this grant is non-recurring.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	MANAGEMENT &	MILLER, JACOB
Division Director	FEIST, MARLENE	ACCOUNTING -	DUFFEY, ANDREW
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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ORDINANCE NO C36868

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT GRANT FUNDS AWARDED BY THE DEPARTMENT OF COMMERCE’S CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP), AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Integrated Capital Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Integrated Capital Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $1,945,446.
A) Of the increased revenue, $1,945,446 is provided solely from the Department of Commerce.

2) Increase appropriation by $1,945,446.
A) Of the increased appropriation, $1,945,446 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept grant funds awarded by the Department of Commerce’s Connecting Housing to Infrastructure Program (CHIP), and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 04/20/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	4/13/2026
		Clerk's File #	ORD C36869
		Cross Ref #	
Council Meeting Date: 05/11/2026		**Project #**	
Submitting Dept	PARKS & RECREATION	**Bid #**	
Contact Name/Phone	JASON CONLEY 6211	**Requisition #**	
Contact E-Mail	JCONLEY@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – 8 PARK LEVY POSITIONS, 1 ADDITIONAL PARK		

Agenda Wording

Special Budget Ordinance amending C36794 to authorize a total of nine additional Parks & Recreation positions, eight of which are funded by the 2026 Parks property tax levy.

Summary (Background)

Parks will get their first levy revenue in May of 2026. It is critical to have the park operations, park ranger, and project management staff prior to 2027 to ensure we begin to honor our commitments back to the community regarding park safety, maintenance, and playground and restroom replacements and renovations. $1,015,050 is already included in the 2026 budget for the 8 levy positions; we are only requesting the authorized FTE with this SBO. The Equity and Inclusion Specialist was a Project Position that expired in 2025, so the funds were budgeted in 2026 under "Budget Reserve" versus an authorized FTE. This SBO is to authorize that FTE. 1400-54800-76911-06980-99999 3.0 FTE (Park Ranger) 1400-54800-76150-00760-99999 1.0 FTE (Project Manager -Parks) 1400-54800-76810-06970-99999 1.0 FTE (Facilities Maint. Foreperson) 1400-54800-76820-06920-99999 2.0 FTE (Park Caretaker) 1400-54800-76820-06100-99999 1.0 FTE (Certified Irrigation Specialist) 1400-30210-76100-00920-99999 1.0 FTE (Equity and Inclusion Specialist)

What impacts would the proposal have on historically excluded communities?

The Spokane Parks Levy is a 20-year initiative approved by voters in November 2025 to enhance every park in every neighborhood across the City of Spokane.

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

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

Projects will be tracked against the Parks Master Plan and Together Spokane initiative.

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

This proposal aligns with the 2022 Parks Master Plan and the Together Spokane initiative.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** $1,015,050
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

$1,015,050 is already included in the 2026 budget for the levy positions, and funding for the Equity & Inclusion Specialist is included in a budget reserve line; we are only authorizing the nine additional Full-time Equivalents (FTE) with this SBO.

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

Funding Source	Recurring
Funding Source Type	Taxes

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

Yes, the 8 positions will have funding for the 20 year length of the Parks Levy. After that period, Parks will need to re-align budget priorities and/or seek additional funding sources to maintain these positions. This work would start well before the 20-year mark. The 1 position funded outside of the levy will be included in the annual Parks Budget to the Park Board and will be at their discretion for continuance.

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	CONLEY, JASON K.	**MANAGEMENT &**	MILLER, JACOB
Division Director	JONES, GARRETT		
Accounting Manager	GBYRD		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	GBYRD		

Distribution List

ORDINANCE NO C36869

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO AUTHORIZE NINE ADDITIONAL PARKS & RECREATION POSITIONS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Park Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Park Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add 3.0 classified Park Ranger positions (from 3 to 6).
2) Add 1.0 classified Project Manager - Parks position (from 1 to 2).
3) Add 1.0 classified Facilities Maintenance Foreperson position (from 4 to 5).
4) Add 2.0 classified Park Caretaker positions (from 10 to 12).
5) Add 1.0 classified Certified Irrigation Specialist position (from 7 to 8).
6) Add 1.0 classified Equity and Inclusion Specialist position (from 0 to 1).

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to authorize nine additional Parks & Recreation positions, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

SBO Request
Urban Experience Committee

Committee Date	April 20, 2026
Submitting Department	Parks & Recreation
Fund to Receive Budget (if different from submitting dept)	1400
Contact Name	Jason Conley x6211
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – 8 Park Levy Positions, 1 Additional Park Position
Grant Item	☐ Yes ☒ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the 2027-2028 biennium budget? **What are the budget codes? (Accountant-provided)**	Parks will get their first levy revenue in May of 2026. It is critical to have the park operations, park ranger and project management staff prior to 2027 to ensure we begin to honor our commitments back to the community regarding park safety, maintenance, and playground and restroom replacements and renovations. The Equity and Inclusion Specialist was a 2 year project employee (2024-2025) that is now being filled as a temp-seasonal employee. To not lose momentum and to continue this great work, the desire is to make this a full-time position in 2026. 1400-54800-76911-06980-99999 3.0 FTE (Park Ranger) 1400-54800-76150-00760-99999 1.0 FTE (Project Manager -Parks) 1400-54800-76810-06970-99999 1.0 FTE (Facilities Maint. Foreperson) 1400-54800-76820-06920-99999 2.0 FTE (Park Caretaker) 1400-54800-76820-06100-99999 1.0 FTE (Certified Irrigation Specialist) 1400-30210-76100-00920-99999 1.0 FTE (Equity and Inclusion Specialist) *$1,015,050 is already included in the 2026 budget for the 8 levy positions; we are only requesting the authorized FTE with this SBO. The Equity and Inclusion Specialist was a Project Position that expired in 2025 so the funds were budgeted in 2026 under "Budget Reserve" versus an authorized FTE. This SBO is just to authorize that FTE.*

Fiscal Impact
Revenue: $0
Appropriation: $0
Funding Source ☐ One-time ☒ Recurring
Specify funding source: Taxes
Is this funding source sustainable for future years, months, etc? Yes, the 8 positions will have funding for the 20 year length of the Parks Levy. After that period, Parks will need to re-align budget priorities and/or seek additional funding sources to maintain these positions. This work would start well before the 20 year mark. The 1 position funded outside of the levy will be included in the annual Parks Budget to the Park Board and will be at their discretion for continuance.
Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A
Other budget impacts: (FTE related?)

Return to budget@spokanecity.org and allow up to one week for drafting.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/14/2026
Clerk's File #	ORD C36870
Cross Ref #	OPR 2026-0231
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	CHRIS AVERYT 6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	ZZAPPONE SDIXIT
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	SPECIAL BUDGET ORDINANCE - GREEN AREA MAINTENANCE MOU

Agenda Wording

This SBO implements the budget for the Green Area Maintenance MOU that was approved by Council on March 30, 2026. The MOU moves positions from the Water to Parks & Recreation and adds revenue/expenditure authority for interfund payments as outlined in the MOU. An SBO was not originally written to accompany the MOU.

Summary (Background)

The Interdepartmental Agreement regarding Green Area Maintenance (Right of Way Maintenance) (OPR 2026-0231) between Parks, Water, Streets, and Wastewater Management was approved by Council 3/30/2026. This SBO adjusts the budget so the agreement can be fulfilled in 2026. An SBO was not originally submitted to accompany the MOU. Wastewater Management is excluded from the SBO because they already have this payment budgeted in 2026.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 999,633
Current Year Cost	$ 999,633
Subsequent Year(s) Cost	$ 1,100,000

Narrative

Four positions are being moved from Water to Parks. Two additional positions are being added to Parks for a total of six positions authorized for Parks. Budget is being added for Streets and Water to make interfund payments to Parks.

Amount		Budget Account
Revenue	$ 1,100,000	# 1400-42455-99999-34919-99999
Expense	$ 366,666	# 1100-21700-42300-54141-99999
Expense	$ 580,500	# 1400-42455-76820-5xxxx-99999
Expense	$ (314,200)	# 4100-42450-34145-5xxxx-99999
Expense	$ 366,667	# 4100-42455-34145-54801-99999
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Parks' new position expenses are being funded by payments from Streets, Water, and Wastewater Management.

Expense Occurrence	Recurring

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

Positions and interfund payments will be included in the budget for the five-year term of this agreement.

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

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ORDINANCE NO C36870

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO IMPLEMENT THE INTERDEPARTMENTAL AGREEMENT FOR GREEN AREA MAINTENANCE, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Street Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $366,666.
    a) Of the increased appropriation, $366,666 is provided solely for interfund other professional services.

Section 2. That in the budget of the Park Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add two (2) classified Irrigation Specialist positions (from 7 to 9).
2) Add one (1) classified Laborer II position (from 5 to 6).
3) Add one (1) classified Laborer I position (from 0 to 1).
4) Add one (1) classified Gardener I position (from 4 to 5).
5) Add one (1) classified Facilities Maintenance Foreperson position (from 4 to 5).
6) Increase revenue by $1,100,000.
    a) Of the increased revenue, $1,100,000 is provided solely for interfund other general governmental services.
7) Increase appropriation by $580,500.
    a) Of the increased appropriation, $580,500 is provided solely for base wages and related benefits.

Section 3. That in the budget of the Water Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Remove one (1) classified Irrigation Specialist position (from 3 to 2).
2) Remove one (1) classified Laborer II position (from 34 to 33).
3) Remove one (1) classified Laborer I position (from 6 to 5).

4) Remove one (1) classified Gardener I position (from 1 to 0).
5) Decrease appropriation by $314,200.
   a) Of the decreased appropriation, $314,200 is provided solely for base wages and related benefits.
6) Increase appropriation by $366,667.
   a) Of the increased appropriation, $366,667 is provided solely for repairs and maintenance.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the approval of the interdepartmental agreement for Green Area maintenance, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/14/2026
Clerk's File #	RES 2026-0028
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CODE ENFORCEMENT
Contact Name/Phone	JASON 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	EXISTING SIDEWALK MAINTENANCE AND MINOR REPAIRS PUBLIC RULE

Agenda Wording

A resolution approving an Existing Sidewalk Maintenance and Minor Repairs Public Rule.

Summary (Background)

This resolution approves an Existing Sidewalk Maintenance and Minor Repairs Public Rule. This public rule was published in May 2025. This resolution formalizes the public rule under the new public rule process.

What impacts would the proposal have on historically excluded communities?

This public rule was published in May 2025. This resolution formalizes the public rule under the new public rule process.

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?

This public rule aligns with SMC 12.01.010.

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director	GARCIA, LUIS		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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sbishop@spokanecity.org	nzollinger@spokanecity.org

RESOLUTION 2026 – 0028

A resolution approving an Existing Sidewalk Maintenance and Minor Repairs Public Rule.

WHEREAS, the Spokane City Council adopted Ordinance C36604, making it easier for property owners to make minor repairs on existing sidewalks; and

WHEREAS, Ordinance C36604 went into effect on December 26, 2024; and

WHEREAS, Public Rule 4700-25-01 - Existing Sidewalk Maintenance and Minor Repairs was published on May 1, 2025; and

WHEREAS, after adoption of Public Rule 4700-25-01, the City Council adopted Ordinance C36752, prescribing a process for adoption of public rules and providing a mechanism for approval of existing public rules, codified in Chapter 3.14 SMC; and

WHEREAS, SMC 03.14.080 provides those public rules published before January 7, 2025, may continue to be enforced for three (3) years, so long as public notice and City Council review have been initiated as provided in SMC 03.14.030 and is pending during such enforcement period; and

WHEREAS, pursuant to SMC 3.14.080; the Administration is seeking formal adoption of Public Rule 4700-25-01; and

WHEREAS, the proposed public rule has been published in the Gazette pursuant to the SMC 03.14.030(A)(1); and

WHEREAS, the proposed public rule has been shared with identified stakeholders pursuant to SMC 03.14.030(A)(2); and

WHEREAS, the proposed public rule is filed for City Council review and approval pursuant to SMC 03.14.030(A)(3);

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the attached public rule.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
PUBLIC RULE AND PROCEDURE

CITY OF SPOKANE PUBLIC RULE AND REGULATION	RULE 4700-25-01 LGL 2025-0020
TITLE – Existing Sidewalk Maintenance and Minor Repairs EFFECTIVE DATE – May 1, 2025 REVISION DATE (N/A)	

1.0 GENERAL

1.1 PURPOSE

The purpose of this public rule is to comply with the provisions of Spokane Municipal Code (SMC) 12.01.010.C and 12.01.010.D, establishing and clarifying the application of the ordinance relating to minor sidewalk repairs and maintenance projects. This rule defines the types of projects that require plan review, permitting, licensing and bonding requirements for contractors, as well as minor repairs that may be exempt from such requirements.

1.2 TABLE OF CONTENTS

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

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Community and Economic Development Division (Development Services Center and Code Enforcement Departments) and Public Works Division (Engineering Services).

3.0 REFERENCES

SMC 12.01.010

4.0 DEFINITIONS

"Lift" is an elevation gap between two sidewalk panels where they abut each other.

5.0 POLICY

It is the policy of the City of Spokane that owners and occupants of property that is adjacent to sidewalks are responsible for maintenance and repairs of existing sidewalks. Generally, any work upon the City right-of-way must follow proscribed permitting, licensing, bonding, and insurance requirements. However, such requirements historically have prevented adjacent owners (or their qualified contractors) from conducting minor repairs in the City right-of-way. This rule, as authorized by SMC 12.01.010.C and 12.01.010.D, establishes conditions under which owners may perform minor maintenance and repairs of existing sidewalk deficiencies without the requirements of certain licensing, bonding or insurance requirements. Nothing in this public rule is to be construed to waive applicable building and construction permit and inspection requirements except as specifically indicated in this rule.

6.0 PROCEDURE

6.1 For the following projects, no permit is required, and the work may be performed by the property owner:

- Grinding less than ½ inch (height) lifts to provide a level walking surface.
- Filling less than ½ inch (width) cracks, gaps or holes within panels or between panels.

6.2 For the following projects, a permit and plan review are required through the Development Services Center, but the work may be performed by the property owner:

- Grinding/filling of cracks, gaps or holes within or between panels in excess of ½ inch width.
- Surface coating to address spalling or surface deterioration.
- Less than 15 linear ft. of sidewalk replacement.

6.3 For the following projects, a permit and plan review are required through the Development Services Center. These projects must be performed by a licensed and bonded contractor that meets City specifications:

- Any sidewalk replacement or repair where tree work or root related issues are involved. A tree permit from Urban Forestry must also be obtained to perform this type of work.
- Sidewalk replacement of more than 15 linear ft.
- Any sidewalk repair project, regardless of scope, in a non-residential zone or not adjacent to a single-family home.
- Any project otherwise described in sections 6.1. and 6.2 above.

7.0 RESPONSIBILITIES

The Development Services Center is responsible for all aspects of plan review, permit issuance, and inspections conducted under the permit process.

8.0 APPENDICES

N/A

APPROVED BY:

Michael J Piccolo
Michael J Piccolo (Jun 25, 2025 10:32 PDT)
City Attorney

Jun 25, 2025
Date

Jami Palmquist
Division Director

Jun 25, 2025
Date

Alexander Scott
Alexander Scott (Jul 2, 2025 16:02 PDT)
City Administrator

Jul 2, 2025
Date

PUBLIC RULE 4700-25-01 (Existing Sidewalk Maintenance and Minor Repairs)

Final Audit Report 2025-07-02

Created:	2025-06-25
By:	Daniel Rose (drose@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbLuooPHT8ssXnb9KHoS7OrQhtBnTD7DE

"PUBLIC RULE 4700-25-01 (Existing Sidewalk Maintenance and Minor Repairs)" History

Document created by Daniel Rose (drose@spokanecity.org)
2025-06-25 - 5:30:25 PM GMT

Document emailed to Michael Piccolo (mpiccolo@spokanecity.org) for signature
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Email viewed by Michael Piccolo (mpiccolo@spokanecity.org)
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Document e-signed by Tami Palmquist (tpalmquist@spokanecity.org)
Signature Date: 2025-06-25 - 5:32:00 PM GMT - Time Source: server

Signer Michael Piccolo (mpiccolo@spokanecity.org) entered name at signing as Michael J Piccolo
2025-06-25 - 5:32:50 PM GMT

Document e-signed by Michael J Piccolo (mpiccolo@spokanecity.org)
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Email viewed by Alexander Scott (ascott@spokanecity.org)
2025-07-02 - 11:02:32 PM GMT

Adobe Acrobat Sign

Document e-signed by Alexander Scott (ascott@spokanecity.org)

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Agreement completed.

2025-07-02 - 11:02:55 PM GMT

Adobe Acrobat Sign

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/28/2024

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2024

Date Rec'd	10/29/2024
Clerk's File #	ORD C36604
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CODE ENFORCEMENT & PARKING
Contact Name/Phone	JASON X6529
Contact E-Mail	JRUFFING@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON MCATHCART
Agenda Item Name	1200 - ORDINANCE TO AMEND SMC 12.01.010 - MINOR SIDEWALK REPAIRS

Agenda Wording

Amendment to SMC 12.01.010, adding a section authorizing relevant departments to implement administrative criteria allowing property owners to conduct minor sidewalk repairs

Summary (Background)

According to SMC 12.01.010, adjacent owners are responsible for sidewalk maintenance and repairs. Code Enforcement has been sending sidewalk maintenance letters to property owners for approximately 5 years, and while this type of complaint and subsequent violations initially were focused around the downtown core and other commercial areas, the majority of complaints are now received in residential neighborhoods.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

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

Narrative

N/A

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

FIRST READING OF THE ABOVE ORDINANCE HELD ON 11/4/2024 AND FURTHER ACTION WAS DEFERRED

CITY CLERK

PASSED BY SPOKANE CITY COUNCIL: 11/18/2024

CITY CLERK

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Current practice in the Development Services Center requires all work done in the right of way to be done by specific types of licensed and bonded contractors, with a substantial insurance requirement. This proposal is not to remove these requirements, but to provide flexibility and barrier reduction for minor sidewalk repairs. This proposal adds a section to SMC 12.01.010, authorizing relevant departments to implement administrative criteria so that property owners are able to conduct minor sidewalk repairs themselves if they desire.

Approvals		Additional Approvals	
Dept Head	GARCIA, LUIS		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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sbishop@spokanecity.org	

Committee Agenda Sheet
Finance & Administration Committee

Committee Date	October 21, 2024
Submitting Department	Code Enforcement and Development Services Center
Contact Name	Jason Ruffing
Contact Email & Phone	jruffing@spokanecity.org; 509-625-6529
Council Sponsor(s)	Council President Betsy Wilkerson
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 Minutes
Agenda Item Name	SMC 12.01.010 Amendment - Minor Sidewalk Repairs
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	According to SMC 12.01.010, adjacent owners are responsible for sidewalk maintenance and repairs. Code Enforcement has been sending sidewalk maintenance letters to property owners for approximately 5 years, and while this type of complaint and subsequent violations initially were focused around the downtown core and other commercial areas, the majority of complaints are now received in residential neighborhoods. Current practice in the Development Services Center requires all work done in the right of way to be done by specific types of licensed and bonded contractors, with a substantial insurance requirement. This proposal is not to remove these requirements, but to provide flexibility and barrier reduction for minor sidewalk repairs. This proposal adds a section to SMC 12.01.010, authorizing relevant departments to implement administrative criteria so that property owners are able to conduct minor sidewalk repairs themselves if they desire.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: NA

Current year cost:

Subsequent year(s) cost:

Narrative: There is no fiscal impact for this proposed code text amendment.

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

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

What impacts would the proposal have on historically excluded communities?

Sidewalk deficiencies are a city-wide problem. Under current practice, when a property owner receives a sidewalk violation letter, they must hire a specific type of contractor, with license, bonding and insurance requirements (details included as an attachment) to develop the scope of work, apply for the permit, and conduct the work in the right of way. This is the case across the full spectrum of potential deficiencies with the sidewalk, even when the needed correction is very minor, such as grinding down a lifted panel, replacing a

small portion of a broken sidewalk, surface repairs, etc. Our departments have heard that this requirement has resulted in unreasonable price proposals for minor work, and lengthy delays in achieving compliance. This proposal would allow all property owners, in all communities including those that are historically excluded, to potentially have access to a pathway to resolve the violation themselves, presumably at a much more reasonable cost and timeline than under the City's current practices. There will still be situations where a full sidewalk replacement, for both residential and commercial uses, will require a full replacement, and contractor, licensing, bonding and insurance requirements will still be in place. There will also be situations where tree maintenance and/or removal is necessary, and existing Urban Forestry regulations and controls will continue to apply in those situations. This proposal is specific to deficiencies where a minor repair would adequately resolve the deficiency, rather than a comprehensive solution.

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?

Accela, the current software system utilized by Code Enforcement does not have a mechanism to search specifically for sidewalk violations. We can track data for a larger violation type called right of way violations. As we work towards implementing the City's new software system, this violation type will be something that we can track and report on. We expect to see this change resulting in faster resolution of sidewalk violations, increased permit access, as more citizens would have a pathway to obtain their own permits, and less citizen frustrations with the barriers associated with resolving this violation.

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

Accela, the current software system utilized by Code Enforcement does not have a mechanism to search specifically for sidewalk violations. We can track data for a larger violation type called right of way violations. As we work towards implementing the City's new software system, this violation type will be something that we can track and report on. We expect to see this change resulting in faster resolution of sidewalk violations, increased permit access, as more citizens would have a pathway to obtain their own permits, and less citizen frustrations with the barriers associated with resolving this violation.

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

Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. This also aligns with the expectations of the existing Spokane Municipal Code regarding sidewalk maintenance. Reducing barriers so that minor sidewalk deficiencies can be corrected with less onerous regulations improves the safety of our community and better provides for safe pedestrian pathways throughout our city. The Development Services Team and Code Enforcement departments will develop an administrative policy with criteria for what is to be considered a minor repair. Owners will still need to propose their scope of work for sidewalk maintenance, obtain a permit for the work, and call for inspection to verify code compliance. This will not be an option for every sidewalk deficiency, and contractor, licensing, bonding and insurance requirements will still be required for larger scale repairs. Many sidewalk deficiencies also require tree work, and this proposal is not intended to remove or reduce any existing Urban Forestry requirements or oversight.

ORDINANCE NO C36604

An ordinance related to sidewalk maintenance; amending SMC 12.01.010 of the Spokane Municipal Code.

WHEREAS,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. that Section 12.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 12.01.010 Sidewalk Maintenance – Owner's Responsibility

A. Every owner and occupant of premises shall keep the sidewalk area including tree grates adjacent to any portion of the real property (including corners) in good and safe condition and repair at all times.

B. Where the director of engineering services determines there has been a failure to comply with this section, the director may send written notice to the premises advising of the violation. If the violation is not corrected, the director may proceed to remove or repair the condition, at the owner's and/or occupant's sole expense and liability.

C. The directors of Engineering Services, Development Services Center, Code Enforcement, and the City Engineer are authorized to waive license, bonding and insurance requirements for minor repairs on existing sidewalks.

D. The City Engineer, along with the Development Services Center and the Code Enforcement departments, shall develop and publish a public rule defining the types of sidewalk projects that qualify as minor repairs.

E. Nothing in this section shall be construed to waive building and construction permit and inspection requirements.

PASSED by the City Council on November 18, 2024

Council President

Attest:

City Clerk

Approved as to form:

City Attorney

Mayor

11/26/24
Date

12/26/2024
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/8/2026		
Clerk's File #	RES 2026-0029		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ACTIVATION OF PUBLIC SPACES PUBLIC RULE		

Agenda Wording

A resolution approving an Activation of Public Spaces Public Rule.

Summary (Background)

The purpose of this public rule is to implement an activation of public spaces program. The City finds the activation of the public right-of-way through festivals, parades, athletic events, sidewalk cafes, streateries, and parklets to be in the best interest of residents, visitors, and businesses in the city of Spokane. This public rule shall be liberally construed by the City in favor of activating public spaces through its permitting and licensing processes.

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?

License data will be tracked by the Development Services Center. Program data and stakeholder feedback following the implementation of the program will be used to evaluate its effectiveness.

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

License data will be tracked by the Development Services Center.

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

Comprehensive Plan DP 4.2 Comprehensive Plan SH 3.8 Comprehensive Plan N 1.1 Downtown Plan Priority Action 1.3 Downtown Plan Priority Action 2.5 Downtown Plan Priority Action PS 1.1

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

RESOLUTION 2026 – 0029

A resolution approving an Activation of Public Spaces Public Rule.

WHEREAS, the Spokane City Council adopted Ordinance C36850, encouraging the activation of public spaces; and

WHEREAS, Ordinance C36850 goes into effect on April 26, 2026; and

WHEREAS, the City seeks to publish a public rule implementing Ordinance C36850, including the procedures for expanded outdoor alcohol service; and

WHEREAS, the proposed public rule has been published in the Gazette pursuant to the SMC 03.14.030(A)(1); and

WHEREAS, the proposed public rule has been shared with identified stakeholders pursuant to SMC 03.14.030(A)(2); and

WHEREAS, the proposed public rule is filed for City Council review and approval pursuant to SMC 03.14.030(A)(3).

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the attached public rule.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
PUBLIC RULE AND PROCEDURE

CITY OF SPOKANE PUBLIC RULE AND PROCEDURE	RULE xxxz - LGL XXXX
TITLE **ACTIVATION OF PUBLIC SPACES PROGRAM** EFFECTIVE DATE April 1, 2026	

1.0 GENERAL

1.1 PURPOSE AND INTENT

The purpose of this public rule is to implement an activation of public spaces program. The City finds the activation of the public right-of-way through festivals, parades, athletic events, sidewalk cafes, streateries, and parklets to be in the best interest of residents, visitors, and businesses in the city of Spokane. This public rule shall be liberally construed by the City in favor of activating public spaces through its permitting and licensing processes.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
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4.0 DEFINITIONS
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6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule applies to all persons seeking licensure from the City of Spokane for expanded outdoor alcohol services, parklets, sidewalk cafes, streateries.

3.0 REFERENCES

RCW 66.24.800
RCW 66.24.820
Spokane Municipal Code 12.14
WAC 314-03

4.0 DEFINITIONS

4.1 All relevant definitions may be found in SMC 12.14.

5.0 POLICY

5.1 A no-fee license issued by the Development Services Center is required to provide expanded outdoor alcohol service. The license must be renewed annually. The expanded outdoor alcohol service license program expires December 31, 2027, unless reauthorized by the Washington State Legislature.

5.2 A license issued by the Development Services Center is required to operate a sidewalk café, streatery, or parklet in the public right-of-way. All sidewalk cafes, streateries, and parklets must meet the pedestrian passage requirements outlined in SMC 12.14.

5.3 Off-street private parking stalls may be converted to an outdoor alcohol service area, or other temporary seating, upon permission of the parking lot owner, when the parking lot is adjacent to the restaurant or utilized for mobile food vending. ADA accessible parking stalls and access aisles may not be repurposed for an outdoor alcohol service area, or other temporary seating.

5.4 A sidewalk café or outdoor alcohol service area may extend past the frontage of the applicant's business so long as the applicant has permission from the adjoining property owner or the adjoining property owner's agent.

5.5 The operational hours of a sidewalk café, streatery, parklet, outdoor alcohol service area, or other temporary seating are limited to the operating hours of the licensed business unless approved through a special events permit. The licensee is responsible for maintenance, litter removal, activation, and programming of the outdoor space with temporary materials such as tables, chairs, and umbrellas.

5.6 No heating, cooking, or open flames are permitted in a sidewalk café, streatery, parklet, outdoor alcohol service area, or other temporary seating area. However, outdoor space heaters are permitted. Outdoor space heaters must follow the manufacturer's recommendations and be located at least two feet from flammable objects or materials, including umbrella canvases or foliage.

5.7 Licensees approved for expanded outdoor alcohol service may share use of an outdoor alcohol service area with other approved licensees, and licensees may share use of an outdoor alcohol service area with businesses that do not engage in the sale or service of alcohol.

6.0 PROCEDURE

6.1 An applicant for expanded outdoor alcohol service must be licensed by the City before seeking approval from the Washington State Liquor and Cannabis Board.

6.2 Applicants seeking to repurpose private parking stalls for an outdoor alcohol service area, or other temporary seating must demonstrate through their license application a detailed site map showing building accessibility and emergency access.

6.3 Outdoor alcohol service areas may be enclosed, at the licensee's discretion, by means of a permanent or movable barrier or by means of a permanent fence-free demarcation. For an outdoor alcohol service area enclosed by means of a permanent or movable barrier of a minimum height, the permanent or movable barrier is not required to meet minimum height requirements on sloped site conditions.

6.4 The number of entrances and exits into and out of an outdoor alcohol service area is dependent upon the occupant load. The Spokane Fire Department will work with licensees to ensure a layout that meets requirements and works for the licensee.

6.5 Any permanent structures being proposed to expand outdoor seating must meet building codes and seek the appropriate building permits.

6.6 An employee of the licensee with a mandatory alcohol server training (MAST) permit must be assigned to, but is not required to be in, the outdoor alcohol service area at all times that patrons are present. A direct line of sight is not required from inside the licensed premises to the outdoor alcohol service area.

6.7 Street closure requests are reviewed and approved through the special events permitting process.

7.0 RESPONSIBILITIES

7.1 The Community and Economic Development Division and Office of the Mayor are responsible for the implementation of this public rule.

8.0 APPENDICES

8.1 Ordinance 36850

APPROVED BY:

_____

City Attorney

_____

Director of Community and Economic Development

City Administrator

Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 04/20/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	4/15/2026
		Clerk's File #	RES 2026-0030
		Cross Ref #	
Council Meeting Date: 05/11/2026		**Project #**	
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	HEATHER PAGE 6578	**Requisition #**	
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	2026 FUNDING RECOMMENDATIONS FOR THE COMMUNITY DEVELOPMENT		

Agenda Wording

The Community Development Block Grant (CDBG) capital application opened on November 15, 2025, and closed on January 15, 2026. Attached are the recommendations for funding allocation.

Summary (Background)

The Community Development Block Grant (CDBG) capital application opened on November 15, 2025, and closed on January 15, 2026. The CDBG funds available for allocation included: $400,000 Estimated 2026 CDBG Neighborhood Allocation $1,102,484 Estimated 2026 CDBG Capital and unspent funds from previous years CDBG Neighborhood Allocation Four applications were received for the CDBG Neighborhood Allocation funds for total request of $275,000 of the estimated $400,000 Program Year (PY) 2026 funds. While all the applications met CDBG eligibility requirements, one public infrastructure project could not move forward at this time and was not funded. The Affordable Housing Committee voted to fully fund the remaining projects. To address the funds remaining in this funding pool, the Community Assembly Community Development Committee requested that the excess CDBG Neighborhood funds be awarded to the three projects fairly. The AHC voted to divide the excess funding proportionally between the three applicants based on the initial requests they made. The final funding recommendations are as follows: 1. Shiloh Hills, Friendship Park Sports Court $266,667 2. Nevada Heights, Just One Neighborhood Project $88,889 3. Chief Garry Park, Northeast Youth and Family Services, Parking Lot $44,444 CDBG Capital Thirteen applications were received for CDBG Capital funds for a total request of $2,785,859 for $1,102,484 in estimated funding. After careful review and deliberation, the AHC recommended 4 projects for full funding, 4 projects for partial funding, 5 projects for no funding. North East Community Center Association submitted two applications for consideration. The NECCA Flooring project was a 2nd funding priority for NECCA. Given the limited funding, the second priority project was not recommended for CDBG funding. The VOA project requested funds in both the HOME and CDBG Capital rounds and was prioritized for funding in the HOME funding round and not selected for funding in the CDBG funding round. The public infrastructure project submitted by Lilac City Housing Alliance could not

move forward at this time, therefore the project was not recommended for funding. Projects recommended for funding and the amounts recommended: 1. Northeast Youth Center, NEYC Rehabilitation $210,000 2. Transitions, TLC Boiler Replacement $55,000 3. Northeast Public Development Authority, 3011 Wellesley $199,500 4. Northeast Community Center Association, Air Filtration and Upgrades $142,320 5. Catholic Housing Services of Eastern Washington, Ridpath $117,205 6. The Salvation Army, Stepping Stones Rehabilitation $150,000 7. Salish School Of Spokane, Salish Cultural Recreation Community Center $52,789 8. Martin Luther King Jr Community Center, Restroom Rehabilitation $175,670

What impacts would the proposal have on historically excluded communities?

CDBG funds support households earning less than 80% AMI. As funds granted through US Department of Housing and Urban Development, CDBG projects must comply with all aspects of Fair Housing regulations.

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

CDBG projects follow HUD protocols in reporting demographic data associated with projects. Data is reported in IDIS, HUD's reporting and data collection platform for CDBG funds.

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

The performance of CDBG projects is reported annually through the CAPER. Changes are made to projects to increase effectiveness during each contract term.

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

The CDBG funding allocations align with the City of Spokane's 2025-2029 Consolidated Plan and the 2026 Annual Action Plan as required by HUD.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** 1,502,484
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Funding for the capital projects comes from CDBG, a recurring formula grant from HUD.

Amount		**Budget Account**
Expense	**$** 1,502,484	**#** 1690-95576-99999-33114-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Grant

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

CDBG is a yearly formula grant allocation from HUD

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	KINDER, DAWN	**ACCOUNTING -**	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

RESOLUTION 2026-0030

A resolution setting forth the City Council's approval and endorsement of funding for contracts for Housing and Homeless Services (HHS) arising from the Community Development Block Grant (CDBG) program allocation. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City anticipates receiving $3,117,573 in an annual 2026 allocation, an estimated $1,200,000 in annual program income, and $419,737 in unused CDBG funds from the United States Department of Housing and Urban Development for PY2026 projects; and

WHEREAS, pursuant to 2026 Community Development Block Grant Request for Proposals HHS accepted applications for CDBG capital funding through an open, competitive process November 15, 2025-January 15, 2026; and

WHEREAS, on March 10, 2026, the CHHS Affordable Housing Committee thoroughly reviewed said applications and recommended the following eight projects for funding:

1.	Northeast Youth Center, NEYC Rehabilitation	$210,000
2.	Transitions, TLC Boiler Replacement	$55,000
3.	Northeast Public Development Authority, 3011 Wellesley	$199,500
4.	Northeast Community Center Association, Air Filtration and Upgrades	$142,320
5.	Catholic Housing Services of Eastern Washington, Ridpath	$117,205
6.	The Salvation Army, Stepping Stones Rehabilitation	$150,000
7.	Salish School Of Spokane, Salish Cultural Recreation Community Center	$52,789
8.	Martin Luther King Jr Community Center, Restroom Rehabilitation	$175,670
9.	Shiloh Hills, Friendship Park Sports Court	$266,667
10.	Nevada Heights, Just One Neighborhood Project	$88,889
11.	Chief Garry Park, Northeast Youth and Family Services, Parking Lot	$44,444

and

WHEREAS, the CHHS Board reviewed the Affordable Housing Committee's recommendations and approved the recommendations to go before the Spokane City Council for consideration on April 1, 2026; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts arising from this affordable housing funding round that will be executed once formalized;

BE IT FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

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

City Clerk

Approved as to form:

Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/15/2026
Clerk's File #	RES 2026-0031
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HOMELESS SERVICES		
Contact Name/Phone	HEATHER PAGE 6578		
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ANNUAL ACTION PLAN APPROVAL REQUEST		

Agenda Wording

Housing and Homeless Services (HHS) seeks approval of the 2026 Annual Action Plan for CDBG, HOME, and ESG federal grant programs and approval to enter into agreements with HUD and awarded organizations.

Summary (Background)

Housing and Homeless Services (HHS) seeks approval of the 2026 Annual Action Plan for CDBG, HOME, and ESG federal grant programs and approval to enter into agreements with HUD and awarded organizations. The Department of Housing and Urban Development requires grantees (City of Spokane) to submit an Annual Action Plan every year to receive Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) program, and Emergency Solutions Grant (ESG) program funds. The Annual Action Plan includes sections that outline expected resources, and funding priorities for the program year 7/1/2026 - 6/30/2027. HHS prepared the 2026 Annual Action Plan and submitted it to the public for feedback on March 4, 2026. HUD will issue a grant agreement after they review and approve the 2026 AAP submission. The 2026 Annual Action Plan will fund the activities that support the following needs and goals as identified in the 2025-2029 Consolidated Plan. • Increase and preserve the stock of affordable housing options for low- and moderate-income households. • Increase access to essential services for low-and moderate-income households and neighborhoods in the City of Spokane. • Improve public/community infrastructure for low-and moderate-income households and neighborhoods. • Create and expand economic development opportunities for low- and moderate-income individuals. Projects recommended for funding in the 2026 Annual Action Plan are represented in Section AP-35. Projects were selected through open competitive processes reviewed and approved by the CHHS Board. Amounts listed in the attached Resolution are HUD entitlement amounts and do not include program income.

What impacts would the proposal have on historically excluded communities?

CDBG, HOME, and ESG support households earning less than 80% AMI.

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?

CDBG, HOME, and ESG follow HUD protocols in reporting demographic data associated with projects. Data is reported in IDIS, HUD's reporting and data collection platform for CDBG and HOME; and in SAGE for ESG.

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

Data is reported in IDIS, HUD's reporting and data collection platform for CDBG and HOME; and in SAGE for ESG. Each year an annual performance report is published regarding the effectiveness of projects. Changes are made to projects to increase effectiveness during each contract term.

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

To receive this federal funding the funding must align with the 2025-2029 Consolidated Plan. The Consolidated Plan and Annual Action Plan build on components of the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 4,475,304.60
Current Year Cost	$ 4,475,304.60
Subsequent Year(s) Cost	$

Narrative

CDBG: $3,117,573.00 HOME: $1,092,547.60 ESG: $265,184.00 This is the City of Spokane's annual formula grant allocation from HUD. The City issues awards to eligible subrecipients to carry out the activities of the grants.

Amount		Budget Account
Expense	$ 3,117,573.00	# 1690-95576-99999-33114-99999
Expense	$ 1,092,547.60	# 1710-95579-99999-33114-99999
Expense	$ 265,184.00	# 1540-95573-99999-33114-99999
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.)

This is budget neutral as the expenses will be offset by the revenue from HUD reimbursements. ESG requires a 1:1 match.

Approvals		Additional Approvals	
Dept Head	KINDER, DAWN	ACCOUNTING -	DUFFEY, ANDREW
Division Director	KINDER, DAWN		
Accounting Manager	BROWN, SKYLER		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	hpage@spokanecity.org
dnorman@spokanecity.org	

RESOLUTION 2026-0031

WHEREAS, the Congress of the United States of America has found that the Nation's cities and urban communities face social, economic and environmental problems resulting from the growth and concentration of population in metropolitan areas; and

WHEREAS, in order to assist local governments in addressing these problems, the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, were enacted, which provided for a program of community development and housing assistance; and

WHEREAS, under the Housing and Community Development Act and the National Affordable Housing Act, the City of Spokane is "entitled" upon proper application to receive funds for the program year 2026 of approximately $3,117,573.00 - Community Development Block Grant (CDBG), $1,092,547.60 - HOME Investments Partnership Program (HOME), $265,184.00 - Emergency Solutions Grant (ESG); and

WHEREAS, the Housing and Homeless Services Department of the City of Spokane prepared the 2025-2029 Consolidated Plan in March 2025, and the 2026 Annual Action Plan in March 2026, describing the nature of the application and the process and procedures followed in its preparation; and

WHEREAS, during the course of the application process, a plan for citizen participation was developed and implemented which permitted citizens to participate in the preparation of the program and to articulate their needs, preferences, and priorities; and

WHEREAS, citizens were given full information concerning funds available for proposed community development and housing assistance, the range of activities that may be undertaken, the estimated amount of CDBG, HOME, and ESG funds proposed to be used for activities that will benefit persons of low and moderate income, and other important program requirements in public meetings and hearings, consultations, via the HHS website, and at community events between June 2024-March 2025, and September 2025; and

WHEREAS, citizen participation was extensive throughout the many public meetings and hearings, consultations, and engagement with a community needs survey between June 2024-March 2025, and September 2025, to obtain the view of Spokane citizens on community development and housing needs; and

WHEREAS, as a result of citizen's effort and City staff assistance, the Housing and Homeless Services Department and the Community, Housing, and Human Services Board has prepared an application for funds under the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act, as amended, and recommended to the City Council its adoption and approval;

Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL:

1. The City Council finds:

    a) that in preparing the 2026 Annual Action Plan for Title 1 CDBG funds, HOME funds, and

ESG funds, all rules and regulations as promulgated under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, have been complied with;

b) the Housing and Homeless Services Department, the Community, Housing, and Human Services Board, and the program participation with citizen/government participation are in the public interest and beneficial to the physical environment of our community and quality of life therein;

c) the certifications have been reviewed and the commitments of this City are understood.

2. That the 2026 Annual Action Plan for CDBG, HOME, and ESG funds is hereby approved. Without further Council action, the Mayor or her designee is authorized to sign and directed to file the same on or after May ____, 2026; to execute such additional documents as required to request and secure the release of Community Development Title I funds; to provide such other information as may be required to obtain the funds and execute the projects; and to proceed with project execution upon HUD approval of the Action Plan with the Housing and Homeless Services Department and the Community, Housing, and Human Services Board acting for the City Council as the policy body guiding project execution, including executing contracts and taking any other action necessary for the projects identified in the Housing and Homeless Services Department Action Plan.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

2026 ANNUAL ACTION PLAN

City of Spokane

Housing and Homeless Services Department
spokanechhs@spokanecity.org

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The U.S. Department of Housing and Urban Development (HUD) designated Spokane as an entitlement city, allowing Spokane to receive federal formula grants annually, including Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grants (ESG). These funds address the housing and community development needs of Spokane residents. The City of Spokane's (City) Community Housing and Human Services Department administers these grants, with the goal of providing safe, affordable housing, improving living conditions, and creating economic opportunities for low- and moderate-income households.

To receive these grants, the City must submit a 2025-2029 Consolidated Plan and annual action plans for each year of the planning period. The Consolidated Plan meets federal requirements under 24 CFR 91.200-91.230 and guides the allocation of CDBG, HOME, and ESG funds. Key sections include Consultation and Citizen Participation, Housing Market Analysis, Housing and Homeless Needs Assessment, the Five-Year Strategic Plan, and the first-year Annual Action Plan, along with supporting documentation. The Strategic Plan outlines goals and targets for each funding category based on data analysis and community feedback.

The PY 2026 Annual Action Plan (AAP) is a subset of the Strategic Plan, outlining fund allocations for the program year. The AAP serves as the baseline for evaluating program effectiveness, as reported in the Consolidated Annual Performance and Evaluation Report (CAPER). PY 2026 begins on July 1, 2026, and ends on June 30, 2027.

The City expects to receive approximately $4,475,304 in HUD formula funding in PY 2026: an estimated $3,117,573 in CDBG, $1,092,547 in HOME, and $265184 in ESG funds. Additionally, the City anticipates $1,200,000 in CDBG program income and $145,240 in HOME program income. Program income fluctuates based on housing market conditions, mortgage rates, and unemployment in Spokane County.

In addition to the formula grants, the City was awarded HOME-ARP funding in 2021 to address the needs of homeless and non-homeless special needs populations. The City must expend the entire HOME-ARP allocation by June 30, 2030. As of this reporting period, the entire $4,628,671 of HOME-ARP funds have been allocated to subrecipients, with contracts ending in 2028. Although HOME-ARP is a one-time funding source, awarded in 2021, it is expected to increase the number of low- to moderate-income beneficiaries reported in the Consolidated Annual Performance and Evaluation Report (CAPER).

The City of Spokane agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

The City of Spokane will not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Spokane's PY 2026 objectives and outcomes have been identified in the tables provided in AP-20, AP-35, AP-38.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

At the release of the PY 2026 Annual Action Plan, the City of Spokane cannot comment on performance of projects funded with CDBG, HOME or ESG in PY 2025. The HUD grant agreements were not signed by HUD, and provided to the City of Spokane until December 05, 2025, six months after the start of the program year. The City of Spokane does not execute contracts with subrecipients until they receive the signed agreements from HUD. PY 2025 subrecipients of entitlement funds have not been under contract long enough to evaluate their performance.

Six months of reporting data will be available as of the CAPER reporting deadline of September 30, 2026. The City of Spokane will be able to comment on PY 2025 performance at that time.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Spokane implemented a comprehensive citizen participation and consultation process to support development of the HUD 2026 Annual Action Plan and the 2026 Community Development Block Grant (CDBG) Request for Proposals. As part of this process, the City hosted a series of four public community workshops designed to solicit resident input on community needs, funding priorities, and proposed uses of federal CDBG and HOME funds. Participants were asked to help inform priorities for an estimated $2.3 million in CDBG capital and HOME affordable housing investment.

Workshops were held at easy to access, community-based locations across the city, including the Dr. Martin Luther King Jr. Community Center, Northeast Community Center, Nuestras Raíces Centro Comunitario, and West Central Community Center. Meetings were scheduled on multiple dates and at

both daytime and evening hours to maximize participation. One workshop offered a hybrid in-person and virtual attendance option to reduce barriers to engagement. Light refreshments were provided at select meetings, and the City partnered with neighborhood and cultural community centers to support outreach and participation.

Input received through these workshops was reviewed and incorporated into the 2026 Annual Action Plan to ensure proposed funding priorities reflect community-identified needs, align with HUD requirements, and advance housing and community development outcomes.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments were received. A brief narrative summary of citizen outreach is attached.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received. The City of Spokane accepts all comments submitted.

7. Summary

The 2025-2029 Consolidated Plan outlines Spokane’s objectives to address housing shortages, affordability challenges, and community development priorities. It presents data-driven strategies to improve housing conditions, reduce homelessness, and enhance public services and facilities. The 2026 Annual Action Plan identifies the activities that will be completed to meet the Consolidated Plan's objectives and key outcomes. Specifically, in Program Year 2026, the City of Spokane, through the Housing and Homeless Services Department will address the following outcomes of the 2025-2029 Consolidated Plan:

Housing Stability Improvements

- Increase in Affordable Housing Units: Targeted development efforts will expand the affordable housing inventory.
- Preservation of Affordable Housing Units: Low-cost financing options ensure that affordable housing remains safe and sanitary for low-to-moderate income households.
- Reduced Housing Cost Burden: Rental assistance and homeownership programs aim to lower cost burdens for at-risk populations.

Enhanced Community Resources

- Public Facility Upgrades: Investments in community centers, senior services, and ADA-compliant facilities will improve livability.
- Increased Mental Health and Addiction Services: Expanded funding for treatment programs will address rising behavioral health challenges.
- Workforce and Economic Development: Initiatives will support job training and financial stability for low-income households.

Homelessness Reduction

- Decrease in Unsheltered Homelessness: Expansion of shelter options and rapid rehousing services will provide stable housing alternatives.
- Improved Support Services: Enhanced case management and transitional programs will reduce chronic homelessness.

The 2025-2029 Consolidated Plan underscores Spokane’s commitment to addressing its housing crisis and community development needs. The Consolidated Plan's strategies prioritize affordability, stability, and appropriate housing options ensuring long-term improvements for vulnerable populations through the strategic allocation of CDBG, HOME, and ESG funds. Activities identified for funding in the 2026 Annual Action Plan align with the strategic allocation of CDBG, HOME and ESG funds identified in the Consolidated Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SPOKANE	
CDBG Administrator	SPOKANE	Housing and Homeless Services Department
HOPWA Administrator		NA
HOME Administrator	SPOKANE	Housing and Homeless Services Department
ESG Administrator	SPOKANE	Housing and Homeless Services Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

City of Spokane
Community Housing and Human Services
808 W Spokane Falls Blvd
Spokane, WA 99201
spokanechhs@spokanecity.org
(509) 625-6325

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In preparing the 2025-2029 Consolidated Plan, the City consulted a broad cross-section of agencies and organizations representing elderly persons, individuals with disabilities, veterans, persons with HIV/AIDS, immigrant and refugee communities, tribal partners, housing developers, broadband providers, employment services, and domestic violence service providers. Key partners included Aging and Long Term Care of Eastern Washington, Better Health Together, Community Frameworks, Goodwill Industries of the Inland Northwest, Latinos en Spokane, Spokane Neighborhood Action Partners, Spokane Veterans Affairs, YWCA of Spokane, the Spokane Low Income Housing Consortium, and the Spokane City Council.

Consultations were conducted through stakeholder meetings, board presentations, collaborative workgroups, and data-sharing processes. Feedback and system data gathered through these engagements informed priority needs, funding strategies, anti-poverty goals, and performance measures reflected in the 2026 Annual Action Plan. No major housing or community development stakeholders were intentionally excluded, and the City will continue to advance transparent planning processes throughout implementation that consistently include stakeholders.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

During Program Year 2026, the City of Spokane will continue to enhance coordination among public and assisted housing providers and private and governmental health, mental health, and social service agencies to improve housing stability and reduce homelessness.

The City maintains ongoing collaboration with the Spokane Housing Authority (SHA) to align rental assistance, public housing, Housing Choice Voucher utilization, housing development, and supportive service strategies. Coordination efforts focus on expanding access to affordable housing, prioritizing households experiencing homelessness, and improving referral pathways between subsidized housing and supportive services.

The City also partners with local healthcare and behavioral health providers, including CHAS Health and Frontier Behavioral Health, to integrate housing stabilization with primary care, behavioral health treatment, and substance use disorder services. Crisis response and diversion efforts are coordinated with the Spokane Fire Department, the Spokane Police Department, and Spokane County to reduce unnecessary hospitalization and incarceration among individuals experiencing homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City actively participates in and consults with the Spokane Continuum of Care (CoC), which coordinates regional planning, funding, and system performance for homelessness response. The CoC prioritizes chronically homeless individuals and families, households with children, veterans, survivors of domestic violence, and unaccompanied youth.

In 2026, the City will continue aligning local investments with CoC priorities, including:

- Prioritization of high-barrier and chronically homeless households through coordinated entry.
- Expansion of permanent supportive housing and rapid rehousing interventions.
- Strengthening homelessness prevention and diversion strategies.
- Promoting access to housing and services for everyone.

The City supports regional coordination among Spokane County jurisdictions to improve system performance, data sharing, and resource alignment across housing, healthcare, and public safety systems.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City consults with the CoC in determining ESG allocations, establishing performance standards, and evaluating outcomes for ESG-funded activities. ESG funding decisions are informed by CoC system performance data, identified service gaps, and local needs assessments.

Performance standards for ESG-funded projects emphasize housing placement rates, returns to homelessness, length of time homeless, and successful exits to permanent housing.

The City coordinates with the CoC regarding policies and procedures for the operation and administration of the regional Homeless Management Information System (HMIS). HMIS governance, data standards, and reporting requirements are developed at the CoC level to ensure compliance with HUD requirements and to support system-wide performance measurement.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Aging and Long Term Care of Eastern Washington
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
2	**Agency/Group/Organization**	Better Health Together
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy Special Needs Facilities and Services; Non housing community development assets
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane and Spokane County staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.

3	**Agency/Group/Organization**	Better Health Together Tribal Partner Collaborative
	Agency/Group/Organization Type	Regional organization Tirbal Partners
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Spokane staff were invited to attend a Tribal Partners Collaborative meeting. Staff shared general information about the Consolidated Plan and asked for feedback and input based on the collaborative's areas of expertise. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
4	**Agency/Group/Organization**	BROADLINC PDA
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Other government - County
	What section of the Plan was addressed by Consultation?	Broadband needs of housing occupied by low-moderate-income households
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
5	**Agency/Group/Organization**	CHAS
	Agency/Group/Organization Type	Services-Health

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
6	**Agency/Group/Organization**	Community Frameworks
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
7	**Agency/Group/Organization**	Disability Action Center North East Washington
	Agency/Group/Organization Type	Services-Persons with Disabilities

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
8	**Agency/Group/Organization**	Goodwill Industries
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.

9	**Agency/Group/Organization**	Latinos en Spokane
	Agency/Group/Organization Type	Services - Housing Service-Fair Housing Services for undocumented and immigrant populations
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
10	**Agency/Group/Organization**	Priority Spokane
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.

11	**Agency/Group/Organization**	Spokane AIDS Network
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
12	**Agency/Group/Organization**	SPOKANE HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.

13	**Agency/Group/Organization**	Spokane Neighborhood Action Partners
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
14	**Agency/Group/Organization**	Spokane Regional Health District
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
15	**Agency/Group/Organization**	Spokane Veterans Affairs
	Agency/Group/Organization Type	Services - Veterans
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Needs - Veterans Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
16	**Agency/Group/Organization**	YWCA OF SPOKANE
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Employment Services - Victims

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
17	**Agency/Group/Organization**	Spokane Low Income Housing Consortium
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A staff member from the City of Spokane was invited to attend a Spokane Low Income Housing Consortium meeting to share general information about the Consolidated Plan and accept feedback and input based on the organization's areas of expertise. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
18	**Agency/Group/Organization**	Community Housing and Human Services Board
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CHHS Board helps set funding priorities based on the needs and goals in the Consolidated Plan and provides recommendations to Spokane City Council. CHHS staff work closely with the Board to discuss community needs for low- and moderate-income populations. Periodic updates were provided during monthly CHHS Board meetings and feedback was received and considered.
19	**Agency/Group/Organization**	WA 502 Spokane Regional Continuum of Care Board
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Spokane staff were invited to attend a CoC meeting. Staff shared general information about the Consolidated Plan and asked for feedback and input based on the CoC's areas of expertise. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
20	**Agency/Group/Organization**	Spokane City Council
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CHHS staff provided a presentation to City Council members during their August 29, 2024, Study Session. The presentation offered background information on the Consolidated Plan and an overview of the process used to gather community input and pertinent data. Council members were provided with an opportunity to offer feedback to inform the goals of the Consolidated Plan.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Spokane consults with numerous community stakeholders to ensure resources are provided to citizens in need of public assistance. The list of organizations listed above is representative of government agencies, services providers, educators, veteran services, and public health. HHS provides comprehensive opportunities for citizen engagement in all planning processes.

No major agencies involved in housing or community development were intentionally excluded from consultation. Every effort was made to ensure advanced publication of meetings and opportunities to contribute.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	City of Spokane, Community Housing and Human Services	The Continuum of Care (CoC) promotes community-wide planning and strategic use of resources to address homelessness, improve coordination and integration with mainstream resources and other programs targeted to people experiencing homelessness, improve data collection and performance measurement, and allow each community to tailor its program to the strengths and challenges within that community. Overlapping goals include: promoting an accountable, and transparent homeless crisis response system; prioritizing those with the greatest barrier to housing stability and the greatest risk of harm; preventing episodes of homelessness whenever possible; seeking to house everyone in a stable setting that meets their needs; strengthening the homeless provider workforce.
Assessment of Fair Housing	City of Spokane, Community Housing and Human Services	The Assessment of Fair Housing (AFH) is designed to improve community planning and overcome fair housing issues. The AFH process begins with comprehensive community participation and results in the establishment of fair housing goals to increase fair housing choice and provide equal access and opportunity for all community members. Fair housing barriers identified through this research were considered while developing the Consolidated Plan.
City of Spokane Comprehensive Plan	City of Spokane, Department of Planning Services	The City of Spokane Comprehensive Plan provides guidance for all aspects of the City's growth and development for a period of 20 years. The plan is a set of visions, goals, policies, and implementation strategies that outline how the City should grow physically, socially, and economically. Overlapping goals include: fair and affordable housing, increased housing opportunities, housing rehabilitation, support for economic development programs and small businesses, infrastructure investments, facilities for special needs populations, investments in social health, food access and security.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Shaping Spokane Housing	City of Spokane, Department of Planning Services	Shaping Spokane Housing aims to address the City of Spokane's housing needs while preserving community character and livability. Based on the well-informed strategies in the Spokane Housing Action Plan, the program identifies comprehensive plan policies and development code regulations that can be improved to increase housing choice throughout Spokane. Overlapping goals include: increasing housing choice and attainability for all income levels and housing types; expanding the number of multi-unit developments within the City; and accelerating construction of more housing of all type in neighborhoods.
PlanSpokane - Climate Planning	City of Spokane, Department of Planning Services	Climate Planning supports community resiliency and addresses growing climate hazards. This plan is mandated by the Washington State Growth Management Act and will eventually be incorporated into City of Spokane's Comprehensive Plan. Overlapping goals include: developing infrastructure and policies that help reduce risks to public health and safeguard homes and businesses; and ensuring vulnerable residents have access to resources and support to overcome climate hazards. Concepts from the Climate Plan informed the Hazard Mitigation strategy in the Consolidated Plan.
Spokane County Consolidated Plan	Spokane County Housing and Community Development	Spokane County is currently developing its 2025-29 Consolidated Plan. The City and County worked together to gather data and community feedback to inform the shared goals of affordable housing, addressing community needs, and making place-based investment decisions.
Landscape Scan, Roadmap, and Recommendations	Better Health Together	Care coordination is foundational in providing whole-person care that integrates health and social services. In 2022, Better Health Together conducted a landscape scan of Eastern Washington to identify the current state of care coordination and opportunities for transforming to an improved, whole-person care coordination model. Overlapping goals include: improving resources to support public services; support organizations in developing tools and processes for public services; and expanding community relationships.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Housing Choice Voucher Administrative Plan	Spokane Housing Authority	SHA is a key partner in housing and services offered to low-income households, and special needs, at-risk of homelessness, and homeless households. Housing Choice Vouchers are a critical intervention to stabilizing housing in Spokane.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of Spokane followed a robust community engagement plan for gathering public feedback in developing the 2025-2029 Consolidated Plan. Spokane will continue seeking the community's feedback as the 2026-2029 Annual Action Plans are developed.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Spokane implemented an inclusive citizen participation and consultation process to support development of the HUD 2026 Annual Action Plan, the 2026 Community Development Block Grant (CDBG) Request for Proposals, and the HOME Program Request for Proposals. As part of this process, the City hosted a series of four public community workshops designed to solicit resident input on community needs, funding priorities, and proposed uses of federal CDBG and HOME funds. Participants were asked to help inform priorities for an estimated $2.3 million in CDBG capital and HOME affordable housing investment.

Workshops were held at accessible, community-based locations across the city, including the Dr. Martin Luther King Jr. Community Center, Northeast Community Center, Nuestras Raíces Centro Comunitario, and West Central Community Center. Meetings were scheduled on multiple dates and at both daytime and evening hours to maximize participation. One workshop offered a hybrid in-person and virtual attendance option to reduce barriers to engagement. Light refreshments were provided at select meetings, and the City partnered with neighborhood and cultural community centers to support outreach and participation.

Input received through these workshops was reviewed and incorporated into the 2026 Annual Action Plan to ensure proposed funding priorities reflect community-identified needs, align with HUD requirements, and advance equitable housing and community development outcomes.

The draft 2026 Annual Action Plan was presented at the CHHS Board meeting on March 4, 2026, and again as a Public Hearing on April 1, 2026. The draft 2026 Annual Action Plan was posted to the City's website throughout the public comment period. (https://my.spokanecity.org/chhs/documents/).

Citizens were encouraged to make a comment in the following manner

- During CHHS Board Meetings
- Email to HHS (spokanechhs@spokanecity.org)
- Phone (509-625-6325)

The Public Comment Period

- Begins March 4, 2026
- Ends April 4, 2026

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	September 17, 2025, 5:30pm - 7:00pmDr. Martin Luther King Jr. Community Center500 S. Stone St, Spokane, WA 99202CHHS staff presented goals established for the 2025-2029 Consolidated Plan and the activities allowable under CDBG guidelines. Attendees were asked to identify and rank priorities they felt were most important for the 2026 program year. There were 8 people present.	Responses are summarized in the Citizen Participation appendix.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community	September 18, 2025, 2:00pm - 3:30pmNortheast Community Center4001 N. Cook St, Spokane, WA 99207 / Hybrid CHHS staff presented goals established for the 2025-2029 Consolidated Plan and the activities allowable under CDBG guidelines. Attendees were asked to identify and rank priorities they felt were most important for the 2026 program year. There were 11 people present.	Responses are summarized in the Citizen Participation appendix.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Non-targeted/broad community	September 24, 2025, 2:00pm - 3:30pmNuestras Raices Centro Communitario1214 E. Sprague Ave, Spokane, WA 99202CHHS staff presented goals established for the 2025-2029 Consolidated Plan and the activities allowable under CDBG guidelines. Attendees were asked to identify and rank priorities they felt were most important for the 2026 program year. There were 12 people present.	Responses are summarized in the Citizen Participation appendix.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Non-targeted/broad community	September 25, 2025, 5:30pm - 7:00pmWest Central Community Center1603 N. Belt St., Spokane, WA 99205CHHS staff presented goals established for the 2025-2029 Consolidated Plan and the activities allowable under CDBG guidelines. Attendees were asked to identify and rank priorities they felt were most important for the 2026 program year. There were 6 people present.	Responses are summarized in the Citizen Participation appendix.	All comments were accepted.	
5	Newspaper Ad	Non-targeted/broad community	March 4, 2026. Notice of Public Comment Period and Public Hearing in the Spokesman Review.	No public comments submitted.	No public comments submitted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Meeting	Non-targeted/broad community	March 4, 2026. CHHS Board Meeting. In attendance: Board members and members of the public.	No public comments submitted.	No public comments submitted.	
7	Public Hearing	Non-targeted/broad community	April 1, 2026. CHHS Board Meeting. In attendance: Board members and members of the public.	No public comments submitted.	No public comments submitted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The anticipated resources for CDBG, HOME, and ESG are estimates based on the 2026 allocations. These allocations are subject to change in Year 3 - Year 5 of the Consolidated Plan. The City of Spokane plans for minor fluctuations in funding and adjusts the project awards accordingly. In the event of a decrease in funding, the City will reduce each selected project's award by an equal amount. Conversely, if funding increases, partial awards will be adjusted by equal percentages, and alternative projects may be funded.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	3,117,573.00	1,200,000.00	419,737.00	4,737,310.00	12,952,719.00	PI is from the RL fund and must be used as per RL requirements. PI is calculated as an average of the previous three years of RL PI. The prior year resources are not expected to be available in future years.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,092,547.60	145,240.40	0.00	1,237,788.00	3,713,364.00	PI calculated as an average of the previous two years of PI.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	265,184.00	0.00	0.00	265,184.00	795,552.00	ESG earns no program income.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG public facilities and improvement projects frequently leverage CDBG grants in conjunction with funding from other sources, including Avista, the Washington State Department of Commerce's Connecting Housing to Infrastructure Program, and various philanthropic organizations.

Matching funds for the HOME Program are generated when the City allocates local revenue from the Sales and Use Tax for Affordable Housing and Supportive Services (1590). Subrecipients of HOME Program grants utilize these funds to secure additional financial support from the Washington State Department of Commerce Housing Trust Fund, the Federal Home Loan Bank Affordable Housing Program, the Low Income Housing Tax Credit Program, and other state and federal funding sources.

The City of Spokane collaborates with the Washington State Department of Commerce to secure funding aimed at addressing homelessness. These funding sources are used to support the goals outlined in the WA 502 CoC 5-Year Strategic Plan to Prevent and End Homelessness and to serve as matching funds for the Emergency Solutions Grant (ESG) program.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Housing and Homeless Services (HHS) Department owns several parcels of vacant property acquired through the Derelict Acquisition and Rehabilitation Program, established by the City of Spokane in 2017. These properties are designated for use in activities that are eligible under the CDBG program. The HHS Department is working with the community to develop these properties in accordance with CDBG requirements, with the aim of addressing community needs for affordable housing, workforce development initiatives, and public facilities.

Discussion

All funding allocations will be utilized in accordance with the eligibility requirements specified in the Code of Federal Regulations. These funds will support activities that address the needs of low- and moderate-income individuals and families. For further information regarding the eligible use of these funds, please contact the Housing and Homeless Services Department at spokanechhs@spokanecity.org.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase & preserve the affordable housing stock	2025	2029	Affordable Housing	City of Spokane	Affordable rental housing Housing repair and rehabilitation Home Ownership opportunities	CDBG: $1,700,000.00 HOME: $1,155,348.00	Rental units constructed: 10 Household Housing Unit Rental units rehabilitated: 35 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit Tenant-based rental assistance / Rapid Rehousing: 10 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase access to essential services	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Spokane	Increased mental health services Increased childcare services Increased access to addiction treatment services Supportive services for vulnerable populations Workforce development	CDBG: $469,970.00	Public service activities other than Low/Moderate Income Housing Benefit: 4000 Persons Assisted
3	Improve public/community infrastructure	2025	2029	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	City of Spokane	Neighborhood Improvements More and/or improved childcare facilities Facility improvements for non-profits	CDBG: $1,102,484.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 29652 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 117 Households Assisted Rental units rehabilitated: 179 Household Housing Unit
4	Create/expand economic opportunities	2025	2029	Non-Housing Community Development	City of Spokane	Microenterprise programs	CDBG: $249,976.00	Jobs created/retained: 25 Jobs Businesses assisted: 15 Businesses Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase & preserve the affordable housing stock
	Goal Description	Investments through the HOME program, HOME-ARP, CDBG Single-Family Rehabilitation, CDBG Minor Home Repair, and CDBG Homeownership programs, in addition to local tax dollar investments will be used to preserve and increases the stock of affordable housing for extremely low income, low income and moderate-income households.
2	**Goal Name**	Increase access to essential services
	Goal Description	Increase access to essential services for low-and moderate-income households and neighborhoods in the City of Spokane. Provision of public services designed to benefit low- and moderate-income individuals and communities by addressing various social needs and improving quality of life. The essential services identified most often as funding priorities through the public engagement process include: childcare services, mental health services, addiction treatment services, and supportive services for vulnerable populations. Funds obligated for Public Services activities must not exceed 15% of the annual grant allocation plus 15% of Program Income received during the prior year.
3	**Goal Name**	Improve public/community infrastructure
	Goal Description	Improve public and community infrastructure within low- and moderate-income neighborhoods in the City of Spokane to support safe and resilient communities. Investments through the CDBG program and local funds will be used to acquire, construct, reconstruct, rehabilitate, and improve public facilities and infrastructure. Eligible activities may include improvements to community centers, public facilities, parks, ADA compliant upgrades, streets, sidewalks, utilities, and other neighborhood infrastructure that primarily benefits low- and moderate-income residents. These investments are intended to enhance public safety, increase ADA upgrades, support service delivery, and strengthen neighborhood vitality while meeting applicable HUD national objective requirements.

4	**Goal Name**	Create/expand economic opportunities
	Goal Description	Create and expand economic development opportunities for low- and moderate-income individuals. Assistance to increase workforce development, job skills and training, and the advancement of businesses owned by or serving low- to moderate income populations. Facilitating economic development through the establishment, stabilization, and expansion of microenterprises. A microenterprise is a business having five or fewer employees, one of whom owns the business.

Projects

AP-35 Projects – 91.220(d)

Introduction

A comprehensive community engagement strategy has established four primary goals and thirteen specific priorities for the Consolidated Plan. On an annual basis, the City of Spokane will direct funding allocations toward selected priorities from the thirteen outlined in the Consolidated Plan. For Program Year (PY) 2026, the identified funding priorities are as follows:

Public Services/Economic Development: Enhanced and expanded mental health services, improved and/or expanded childcare services, and the development of job training programs.

Public Facilities/Public Improvements: Neighborhood revitalization efforts, improved childcare facilities, improvements to multi-family affordable housing rental units through rehabilitation, and increased affordable housing units through acquisition.

HOME Priorities: New construction of affordable multi-unit rental housing, acquisition of multi-unit rental housing, and rehabilitation multi-unit rental housing.

Homeownership: Programs offering housing counseling, homeowner education, and down payment assistance.

Activity delivery costs are associated with eligible activities and identified in the IDIS budgets.

Projects

#	Project Name
1	PY26 Micro Enterprise SNAP Financial Access
2	PY26 Micro Enterprise - Community-Minded Enterprises Child Care Providers
3	PY26 Public Services - Spokane Workforce Council Reconnect2Work
4	PY26 Public Services - Christ Kitchen Job Training
5	PY26 Public Services - YWCA Spokane Mental Health Therapy
6	PY26 Public Services - Partners w/Families & Children Advocacy Center
7	PY26 Home Rehab - SNAP Minor Home Repair
8	PY26 Capital - NEYC Play Area Rehab
10	PY26 Capital - Transitions TLC Boiler
11	PY26 Capital - NEPDA Childcare Facility
12	PY26 Capital - NECC Air Filtration & Upgrades
13	PY26 Capital - CHSEW Ridpath Club Rehab

#	Project Name
14	PY26 Capital - The Salvation Army Stepping Stones Rehab (Phase II)
15	PY26 Capital - Salish of Spokane Cultural Recreation Community Center
16	PY26 Capital - MLK Center Restroom ADA Accessibility
18	PY26 NA - Shiloh Hills Friendship Park Court
19	PY26 NA - Just One Neighborhood Project
20	PY26 NA - NEYFS Parking Lot ADA & Safety Improvements
21	PY26 HOME Rental Housing
22	PY26 HOME Administration
23	PY26 HOME CHDO
24	PY26 Home Rehab - SNAP Single Family Rehabilitation
25	PY26 SFR Program Administration
26	PY26 Homeownership - SNAP Homeownership
27	PY26 CDBG Administration
28	PY26 ESG Spokane

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The PY 2026 allocation priorities were identified by the community through the community engagement activities summarized in AP-10 and AP-12 . The City of Spokane's main obstacle to addressing needs is the lack of funding to meet all the needs identified through the competitive application for funding process.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	PY26 Micro Enterprise SNAP Financial Access
	Target Area	City of Spokane
	Goals Supported	Create/expand economic opportunities
	Needs Addressed	Workforce development Microenterprise programs
	Funding	CDBG: $150,000.00
	Description	SNAP will provide low-cost business loans, business and financial counseling, technical assistance for grant and loan applications to LMI start-up businesses in Spokane.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	SNAP will provide 60 (~5/month)low-income City residents receiving business training and technical assistance, and 50 (~4/month) City businesses assisted, 20 of which will be start-ups. We will provide 23 (~2/month) microenterprises with financing to include loans, assistance with grant applications and capital acquisitions as a result of our services for the priority need of financial assistance to small businesses. A projected 50 jobs (~4/month) will be created or retained during this program year.
	Location Description	Spokane Neighborhood Action Partners – Financial Access, 3102 W Whistalks Way, Spokane, WA 99224
	Planned Activities	SNAP will provide 60 (~5/month)low-income City residents receiving business training and technical assistance, and 50 (~4/month) City businesses assisted, 20 of which will be start-ups. We will provide 23 (~2/month) microenterprises with financing to include loans, assistance with grant applications and capital acquisitions as a result of our services for the priority need of financial assistance to small businesses. A projected 50 jobs (~4/month) will be created or retained during this program year.
2	**Project Name**	PY26 Micro Enterprise - Community-Minded Enterprises Child Care Providers
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Create/expand economic opportunities
	Needs Addressed	Increased childcare services Workforce development Microenterprise programs

	Funding	CDBG: $99,976.00
	Description	Community-Minded Enterprises will provide DCYF-certified childcare training, business coaching, and licensing support through linguistically and culturally responsive TA.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	8 individuals will receive training.
	Location Description	Community-Minded Enterprises 2001 N Division Spokane, WA 99207
	Planned Activities	Provide Family Child Care Training from our DCYF-certified trainer, who will teach the Spanish-language version of the state's child care licensing curriculum. Provide business coaching using CME's proprietary Business of Child Care curriculum to position these providers to have sustainable businesses. Support cohort members with linguistically and culturally responsive TA on childcare subject matter, small business skills and practices, and systems navigation/practical help. Provide ongoing coaching (including home visits to set up the licensed child care space), help ordering materials, help obtaining documents or obtaining degree equivalency reports (such as a high school diploma or equivalency), and help obtaining required background checks and TB tests.
3	**Project Name**	PY26 Public Services - Spokane Workforce Council Reconnect2Work
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Create/expand economic opportunities
	Needs Addressed	Increased childcare services Workforce development
	Funding	CDBG: $117,325.00
	Description	Spokane Workforce Council will provide training programs for LMI individuals to access early learning career pathways, collaborate w businesses to develop on-site childcare, support providers in hiring, retention, creation of new licensed centers and in-home care, and stabilizing current centers.
	Target Date	12/31/2027

	Estimate the number and type of families that will benefit from the proposed activities	25 individuals trained and employed through our Childcare Basics+ training program 75 licensed childcare centers (center-based care or in-home) served through hiring, retention, start-up, and/or operational support 350 families served by those childcare centers who are low-moderate income
	Location Description	City-wide
	Planned Activities	25 individuals trained and employed through our Childcare Basics+ training program 75 licensed childcare centers (center-based care or in-home) served through hiring, retention, start-up, and/or operational support 350 families served by those childcare centers who are low-moderate income
4	**Project Name**	PY26 Public Services - Christ Kitchen Job Training
	Target Area	City of Spokane
	Goals Supported	Create/expand economic opportunities
	Needs Addressed	Workforce development
	Funding	CDBG: $35,000.00
	Description	Christ Kitchen will provide a job training program for LMI women in nine fields including: Commercial Baking, Barista, Culinary Arts, Catering, Horticulture, Office Administration, Retail/Wholesale, Customer Service/Marketing, and Food Truck Management.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	85 individuals will receive job training.
	Location Description	Christ Kitchen 2410 N Monroe Street Spokane, WA 99205-3349

	Planned Activities	Employment training in Commercial Baking, Barista, Culinary Arts, Catering, Horticulture, Office Administration, Retail/Wholesale, Customer Service/Marketing, and Food Truck Management. Jobs for Life curriculum, which matches a woman to a mentor at Christ Kitchen or in the community, and includes resume writing, interview coaching, and introductions to potential employers.
5	**Project Name**	PY26 Public Services - YWCA Spokane Mental Health Therapy
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services
	Needs Addressed	Increased mental health services
	Funding	CDBG: $87,372.00
	Description	YWCA will provide mental health services for DV adult survivors and children who are uninsured or unable to pay for treatment.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	100 individuals will receive mental health services.
	Location Description	YWCA Spokane 930 N. Monroe St Spokane, WA 99201
	Planned Activities	100 unduplicated survivors and children access individual therapy per year. Most survivors will participate in numerous therapy sessions throughout the year. YWCA will enroll 8-9 new clients every month while providing ongoing therapy to existing participants.
6	**Project Name**	PY26 Public Services - Partners w/Families & Children Advocacy Center
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services
	Needs Addressed	Increased mental health services Supportive services for vulnerable populations
	Funding	CDBG: $96,639.00
	Description	Children's Advocacy Center (CAC) services for children/youth aged 0-17, and adults with intellectual disabilities suspected of being a victim and or witness of abuse.

	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	492 individuals will receive services.
	Location Description	Partners with Families & Children 106 W Mission Ave Spokane, WA 99201
	Planned Activities	Mental Health Services – this project provides immediate and ongoing mental health support for child abuse victims and their non-offending caregivers/families.
7	**Project Name**	PY26 Home Rehab - SNAP Minor Home Repair
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Housing repair and rehabilitation
	Funding	CDBG: $500,000.00
	Description	SNAP will administer the Minor Home Repair program, which provides small home repairs, as grants, to homeowners at or below 80% Area Median Income. To be eligible, homes must be owner-occupied and located within the City of Spokane. Minor home repairs will address health and safety hazards and/or ADA issues that may make homes unsafe or uninhabitable. This includes, but is not limited to, security, plumbing, heating, electrical, roof, weatherization, and sewer repairs, as well as ADA modifications.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	200 owner-occupied single family households will receive home repairs.
	Location Description	City of Spokane

	Planned Activities	SNAP will administer the Minor Home Repair program, which provides small home repairs, as grants, to homeowners at or below 80% Area Median Income. To be eligible, homes must be owner-occupied and located within the City of Spokane. Minor home repairs will address health and safety hazards and/or ADA issues that may make homes unsafe or uninhabitable. This includes, but is not limited to, security, plumbing, heating, electrical, roof, weatherization, and sewer repairs, as well as ADA modifications.
8	**Project Name**	PY26 Capital - NEYC Play Area Rehab
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements More and/or improved childcare facilities Facility improvements for non-profits
	Funding	CDBG: $210,000.00
	Description	Phase 1 of a 3-phase project to expand NEYC childcare and early learning facilities. Relocate and upgrade our 5,000 sq. foot outdoor play area to create space for new classrooms. Demolishing an old bank kiosk attached to the east side of facility, relocating play structures and equipment to the cleared area. Installing new chip surfacing beneath play structures to improve safety. Relocating and expanding raised learning gardens. Constructing a multi-sport court. Installing outdoor shade structures.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	130 beneficiaries
	Location Description	3004 E Queen Ave Spokane WA 99217
	Planned Activities	Rehab
9	**Project Name**	PY26 Capital - Transitions TLC Boiler
	Target Area	City of Spokane

	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements Facility improvements for non-profits
	Funding	CDBG: $55,000
	Description	Transitional Living Center Boiler Replacement. TLC will purchase two high-efficiency Lochinvar boilers; labor and installation costs; and permits.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	825 Beneficiaries
	Location Description	3128 N Hemlock St Spokane WA 99205
	Planned Activities	HVAC replacement
10	**Project Name**	PY26 Capital - NEPDA Childcare Facility
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements More and/or improved childcare facilities Facility improvements for non-profits
	Funding	CDBG: $199,500.00
	Description	Construction of a ~6,500 sq ft childcare facility in Northeast Spokane.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	100
	Location Description	3011 E Wellesley Ave Spokane WA 99217

	Planned Activities	Construction of a ~6,500 sq ft childcare facility in Northeast Spokane.
11	**Project Name**	PY26 Capital - NECC Air Filtration & Upgrades
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements More and/or improved childcare facilities Facility improvements for non-profits
	Funding	CDBG: $142,320.00
	Description	Clean air filtration and replacement of old HVAC equipment. Replace 30-year-old heating, cooling and ventilation systems with new High Efficient equipment and better air quality Air Filtration systems. This project and these updates will be made in the early childhood classes (ECEAP and Head Start at the Northeast Community Center.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	100
	Location Description	4001 N Cook St Spokane WA 99207
	Planned Activities	Rehab
12	**Project Name**	PY26 Capital - CHSEW Ridpath Club Rehab
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Affordable rental housing
	Funding	CDBG: $117,205.00
	Description	Bring the Ridpath Club Apartments into full compliance with HUD's NSPIRE Inspection Checklist.
	Target Date	6/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	179
	Location Description	515 W Sprague Ave Spokane WA 99201
	Planned Activities	Multi Family Rehab
13	**Project Name**	PY26 Capital - The Salvation Army Stepping Stones Rehab (Phase II)
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Facility improvements for non-profits
	Funding	CDBG: $150,000
	Description	Renovating 10 units of 30-unit transitional housing complex.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	117
	Location Description	127 E. Nora Ave. Spokane WA 99207
	Planned Activities	Rehab
14	**Project Name**	PY26 Capital - Salish of Spokane Cultural Recreation Community Center
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	More and/or improved childcare facilities Facility improvements for non-profits
	Funding	CDBG: $52,789.00
	Description	Construction of educational building and a Cultural and Recreational Community Center

	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	4282
	Location Description	2720 W Elliot Drive Spokane WA 99224
	Planned Activities	
15	**Project Name**	PY26 Capital - MLK Center Restroom ADA Accessibility
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements Facility improvements for non-profits
	Funding	CDBG: $175,670.00
	Description	This project will modernize existing men and women community restrooms to achieve full compliance with the Americans with Disabilities Act (ADA) and improve accessibility, safety, and usability for individuals with disabilities, older adults, caregivers, and the general public.
	Target Date	06/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	2250
	Location Description	500 S Stone St Spokane WA 99202
	Planned Activities	Rehab
16	**Project Name**	PY26 NA - Shiloh Hills Friendship Park Court
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure

	Needs Addressed	Neighborhood Improvements
	Funding	CDBG: $266,667.00
	Description	The renovation will include resurfacing or replacing worn and cracked pavement and restoring proper drainage to ensure safety and longevity. Additional upgrades will include court markings, nets, and fixtures, improved accessibility, and enhanced lighting and fencing where needed.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	17115
	Location Description	631 E. Greta Ave Spokane WA 99208
	Planned Activities	Rehab
17	**Project Name**	PY26 NA - Just One Neighborhood Project
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements Facility improvements for non-profits
	Funding	CDBG: $88,889.00
	Description	The proposed project includes securing a conditional use permit; trenching; building a foundation pad; purchasing a building; construction; purchasing materials; connecting water, sewer, gas, and electricity to the building; installing an HVAC system and lighting; laying the concrete for the driveway; any other improvements to conform to building code; and landscaping.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	2000

	Location Description	4421 N Nevada St. Spokane WA 99207
	Planned Activities	Rehab
18	**Project Name**	PY26 NA - NEYFS Parking Lot ADA & Safety Improvements
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements Facility improvements for non-profits
	Funding	CDBG: $44,444.00
	Description	A site evaluation and design process aligned with local, state, and federal accessibility standards; Demolition and removal of remaining gas station structures and failing pavement; Grading and leveling to improve circulation and drainage; Installation of new paved surfaces that are firm, stable, and slip-resistant; construction of ADA-compliant parking spaces, curb cuts, and ramps; and final striping, signage, and wayfinding to clearly mark accessible routes.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	750
	Location Description	1831 E Mission Avenue Spokane WA 99202
	Planned Activities	Rehab
19	**Project Name**	PY26 HOME Rental Housing
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Affordable rental housing
	Funding	HOME: $928,341.00

	Description	HOME funds will be used to acquire, construct, and rehabilitate approximately 10 affordable housing units within the City of Spokane. All units will be reserved for low- and or moderate-income households, meeting HUDs national objective.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	HOME funding will support the development and redevelopment of approximately 10 affordable housing units per year within the City of Spokane. All units will be reserved for low- and or moderate-income households, meeting HUDs national objective.
	Location Description	Unknown at this time, but all locations being considered are within the City of Spokane. The HOME Program is administered by staff in the Community, Housing, and Human Services Department (CHHS) located at: Spokane City Hall 808 W Spokane Falls Blvd Spokane, WA 99201
	Planned Activities	HOME funding will support the development and redevelopment of approximately 10 affordable housing units within the City of Spokane. All units will be reserved for low-income households. The City of Spokane plans to utilize local revenue from the Sales and Use Tax for Affordable Housing and Supportive Services to meet the federally required HOME match requirements. Match results are reported in the PY 2026 CAPER.
20	**Project Name**	PY26 HOME Administration
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Affordable rental housing
	Funding	HOME: $123,778.00
	Description	Costs of administering the HOME program.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	The HOME Program is administered by staff in the Housing and Homeless Services Department (HHS) located at: Spokane City Hall 808 W Spokane Falls Blvd Spokane, WA 99201
	Planned Activities	General administration of the HOME Program. Administrative activities include community engagement, planning, reporting to funder, making grant awards, technical assistance, environmental reviews, procurement, compliance monitoring, certified payroll review, etc.
21	**Project Name**	PY26 HOME CHDO
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Affordable rental housing
	Funding	HOME: $185,669.00
	Description	This project is a placeholder for future funding allocation to sub recipient(s). HUD requires a 15% HOME Community Housing Development Organization (CHDO) set-aside for affordable housing. 15% of HOME is inadequate for funding a project that often needs other layers of funding and time to generate the total funds for development. Annual amounts are set-aside for multi-family development, and these funds will be used to complete those projects. CHDO allocations will be addressed in the Federal IDIS Program rather than the 2026 Annual Action Plan. Changes to CHDO project(s) are not considered to be substantial amendments, because the project is described in one Annual Action Plan with multiple years' projects contributing to the same development. This project is meant to provide additional funds as needed for one or more projects.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	CHHS will allocate these funds through a competitive process to eligible housing developments. The number and type of families is unknown at the time of publication.

	Location Description	City-wide. The HOME Program is administered by staff in the Housing and Homeless Services Department (CHHS) located at: Spokane City Hall 808 W Spokane Falls Blvd Spokane, WA 99201
	Planned Activities	Construction, acquisition, rehabilitation of multi-family rental housing.
22	**Project Name**	PY26 Home Rehab - SNAP Single Family Rehabilitation
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Housing repair and rehabilitation
	Funding	CDBG: $1,200,000.00
	Description	SNAP will administer the Single Family Rehabilitation program which provides low-interest loans for needed home repairs to assist low- and moderate-income homeowners in maintaining a safe and efficient home. Home repairs will address health and safety deficiencies and reduce operating costs to the extent practicable.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	20 owner-occupied, single family households will be assisted.
	Location Description	City of Spokane
	Planned Activities	Provide low-cost loans for needed home repairs to assist low- and moderate-income homeowners maintain a safe and efficient home. Home repairs will address health and safety deficiencies and reduce operating costs (to the extent practicable). This project will support the creation of 30 unduplicated home rehabilitation loans, ranging from $10,000-50,000, to homeowners who occupy the assisted home as their primary residence.
23	**Project Name**	PY26 SFR Program Administration
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Housing repair and rehabilitation

	Funding	CDBG: $225,000.00
	Description	For the administration of the RL funded SFR program.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A. For the administration of the SFR revolving loan program.
	Location Description	The SFR Program is administered by staff in the Housing and Homeless Services Department (HHS) located at: Spokane City Hall 808 W Spokane Falls Blvd Spokane, WA 99201
	Planned Activities	Eligible administrative costs associated with the SFR revolving loan program.
24	**Project Name**	PY26 Homeownership - SNAP Homeownership
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Home Ownership opportunities
	Funding	CDBG: $100,000.00
	Description	SNAP will manage a single family homeownership program which is available to households in the City of Spokane whose annual income is less than 80% AMI. The homeownership program includes foundational homeownership education through individual counseling and group workshops, as well as pre- and post-purchase housing counseling to prepare households for the financial aspects of homeownership.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	75 households will receive homeownership education.
	Location Description	City of Spokane

	Planned Activities	SNAP will manage a single family homeownership program which is accessible to households in the City of Spokane whose annual income is less than 80% AMI. The homeownership program includes foundational homeownership education through individual counseling and group workshops, as well as pre- and post-purchase housing counseling to prepare households for the financial aspects of homeownership.
25	**Project Name**	PY26 CDBG Administration
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock Increase access to essential services Improve public/community infrastructure Create/expand economic opportunities
	Needs Addressed	Affordable rental housing Increased mental health services Increased childcare services Housing repair and rehabilitation Neighborhood Improvements Increased access to addiction treatment services More and/or improved childcare facilities Supportive services for vulnerable populations Facility improvements for non-profits Home Ownership opportunities Workforce development Microenterprise programs Financing for economic and community development
	Funding	CDBG: $623,514.00
	Description	Planning and administration costs associated with the CDBG program.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A. Funds to be used for planning and administration of the CDBG program.
	Location Description	City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201

	Planned Activities	Approved administrative activities.
26	**Project Name**	PY26 ESG Spokane
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services
	Needs Addressed	Supportive services for vulnerable populations
	Funding	ESG: $265,184.00
	Description	This is a placeholder. A project has not been selected for funding at the submission of the AAP. The City of Spokane will not exceed the regulatory requirements listed in 24 CFR Part 576.100. The City utilizes state and local funds to support the regulatory match requirements found at 24 CFR Part 576.201.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The City of Spokane anticipates that 250 households experiencing homelessness will be assisted with ESG funds.
	Location Description	City of Spokane
	Planned Activities	TBD. The City of Spokane will not exceed the regulatory requirements listed in 24 CFR Part 576.100.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG and HOME funds have been distributed across low-to-moderate income neighborhoods city-wide. No one geographical area was targeted for funding.

Geographic Distribution

Target Area	Percentage of Funds
City of Spokane	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

CBDG and HOME funds are distributed city-wide, rather than to a targeted geographical area due to the number of low-to-moderate income neighborhoods that exist across the entire city.

Discussion

HOME, CDBG, ESG funds are distributed city-wide due to the number of low-to-moderate income neighborhoods that exist across the entire city.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The affordable housing numbers in the first of the following charts represent the anticipated beneficiaries to be served through the public service projects selected for funding in the PY2026. The second of the following charts includes the predicted numbers to be served in PY2026 through HOME projects, CDBG capital projects, HOME-ARP TBRA, and the Single Family Rehabilitation program.

One Year Goals for the Number of Households to be Supported	
Homeless	100
Non-Homeless	4,000
Special-Needs	0
Total	4,100

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	10
Rehab of Existing Units	35
Acquisition of Existing Units	0
Total	55

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The number of households receiving rental assistance reported in the table above reflects the number of households to be served by the HOME-ARP TBRA program.

AP-60 Public Housing – 91.220(h)

Introduction

Spokane Housing Authority (SHA) is the designated public housing authority serving Spokane, Ferry, Pend Orielle, Whitman, Stevens, and Lincoln Counties. SHA does not own traditional HUD public housing units but administers over 6,000 Housing Choice vouchers and is designated as a Moving to Work (MTW) demonstration agency. SHA also develops and manages affordable housing properties through tax credits and extensive community partnership.

Actions planned during the next year to address the needs to public housing

For the coming year, SHA will continue implementing strategies that create program efficiency, increase landlord participation, and expand housing options. Strategies include:

- Streamlining core processes to reduce administrative burden and improve customer service.
- Stabilizing and broadening the rental supply for Housing Choice Voucher (HCV) program participants through accelerated lease-ups and alternative inspection schedules.
- Advancing development through tax-credits to expand long-term affordability throughout Spokane.
- Strengthening economic mobility through the Family Self-Sufficiency Program, supportive services provision, and expanded community partnerships.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

SHA will continue operating and expanding the Family Self Sufficiency (FSS) Program, which is available to voucher program participants. Families enrolled in FSS receive coaching, financial literacy support, employment readiness services, connections to education opportunities, goal-planning support, and assistance building savings as they increase their income.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable. SHA is not designated as troubled.

Discussion

In the coming year SHA will continue implementing MTW strategies that expand housing choice, increase landlord participation, streamline administrative processes, and promote self-sufficiency.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

During the 2026 Program Year, the City of Spokane will implement a coordinated, data-informed strategy to reduce and end homelessness, consistent with the goals of the Consolidated Plan and the priorities of the local Continuum of Care. The City will align federal resources, including ESG, CDBG, and HOME funds where applicable, with community partnerships and systemwide coordination to address homelessness across the full continuum—from prevention and outreach to emergency shelter, rapid rehousing, and permanent supportive housing.

Spokane's approach emphasizes coordinated entry, prioritization of the most vulnerable households, housing-focused interventions, and cross-system collaboration with healthcare, behavioral health, youth-serving systems, and housing providers. Through strong partnerships with agencies such as the Spokane Housing Authority and the Spokane Regional Health District, the City will work to reduce the length of time individuals and families experience homelessness, increase exits to permanent housing, prevent returns to homelessness, and reduce inflow into the homeless response system.

The following sections outline the City's one-year goals and actions related to outreach and assessment, emergency and transitional housing, transitions to permanent housing, and homelessness prevention.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During the 2026 program year, the City of Spokane will continue coordinated outreach efforts focused on engaging unsheltered individuals and families and connecting them to housing and services. The City supports monthly outreach coordination meetings that function as case conferencing and include multidisciplinary partners such as the Spokane Regional Health District, Street Medicine providers, Behavioral Health Organizations, and outreach teams funded through federal, state, and local resources.

Most outreach partners participate in the Homeless Management Information System (HMIS) and enroll individuals through the community's Coordinated Entry system to ensure standardized assessment, prioritization, and referral to appropriate housing interventions. Outreach teams maintain ongoing communication between meetings to coordinate engagement strategies, reduce duplication, and ensure vulnerable individuals are connected quickly to shelter, behavioral health services, and permanent housing resources.

All emergency shelters supported through City funding provide on-site or partner-based case

management to assess individual needs at entry and begin housing stabilization planning immediately.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will utilize Emergency Solutions Grant (ESG) and other resources to support low-barrier emergency shelter and transitional housing operations in 2026. Households experiencing a housing crisis are assessed through Coordinated Entry and referred to appropriate shelter or transitional housing programs based on vulnerability and household composition.

Providers serving families with children maintain flexible service models to ensure access regardless of household size or configuration. The City will continue to evaluate system capacity and target resources to address identified gaps among subpopulations, including families, youth, veterans, and individuals with behavioral health needs.

Emergency shelter programs will incorporate case management and housing navigation services to promote rapid exits to permanent housing and reduce lengths of stay.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In 2026, the City will prioritize reducing the length of time individuals and families experience homelessness and increasing exits to permanent housing.

Through Coordinated Entry, households with the highest needs—including chronically homeless individuals and families, families with children, veterans, and unaccompanied youth—will be prioritized for Rapid Rehousing and Permanent Supportive Housing (PSH). Rapid Rehousing programs funded by the City provide short- to medium-term rental assistance, housing search and landlord engagement, and case management to support quick placement into permanent housing.

For chronically homeless individuals, the City will support PSH interventions that combine long-term rental assistance with ongoing supportive services addressing mental health, substance use disorders, and other barriers to stability.

The City will collaborate with the Spokane Housing Authority, private landlords, and housing developers to increase access to affordable housing units and promote landlord participation through incentives

and rental assistance strategies.

Supportive services available to program participants may include case management, employment and income support, behavioral health referrals, financial literacy education, and connections to mainstream benefits. Veterans will be connected to specialized resources including HUD-VASH and Supportive Services for Veteran Families (SSVF).

System performance will be monitored through HMIS data to track reductions in length of homelessness, increases in permanent housing exits, and rates of return to homelessness, with adjustments made as needed to improve outcomes.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will implement targeted homelessness prevention and diversion strategies in 2026 to reduce inflow into the homeless system, particularly among extremely low-income households.

Prevention activities will include emergency rental and utility assistance, landlord-tenant mediation, and short-term financial assistance designed to prevent eviction. Housing stabilization services will provide case management, budgeting assistance, tenant education, and advocacy to help households maintain housing.

The City will coordinate with healthcare providers, behavioral health systems, correctional institutions, foster care agencies, schools, workforce development programs, and other public and private partners to strengthen discharge planning and reduce discharges into homelessness. Youth-focused prevention efforts will include transitional housing, life skills training, and continued implementation of a Host Homes pilot program aimed at reducing youth entry into homelessness.

Through early identification, cross-system collaboration, and targeted financial assistance, the City will work to prevent homelessness among vulnerable individuals and families and promote long-term housing stability.

Discussion

The CoC and City of Spokane are committed to reaching the goals outlined in the CoC-s 5-Year plan and are continuing to make progress towards decreasing the number of households experiencing homelessness and the number of households returning to homelessness following placement into permanent housing.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

For PY 2026, the City of Spokane will continue implementing targeted actions to remove or reduce the negative effects of public policies that serve as barriers to affordable housing development, consistent with the goals of the Washington State Department of Commerce Affordable Housing Advisory Board's 2023–2028 Housing Advisory Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Expand and Stabilize Local Housing Funding: The City will continue implementation of the 0.1% local sales tax authorized under House Bill 1590 and codified in Spokane Municipal Code 08.07C.030. PY 2026 funds will support affordable housing development, operations, and related services, providing a stable and predictable revenue source to offset gaps in capital financing, rising construction costs, and limited private investment in low- and moderate-income housing.

Implement Zoning and Land Use Reforms (BOCA Code): The City will fully implement and monitor the impacts of the Building Opportunities and Choices for All (BOCA) Code, effective January 1, 2024. During PY 2026, the City will:

- Apply reduced parking requirements for residential development near transit.
- Allow reduced minimum lot sizes and increased housing density on individual lots.
- Utilize increased height allowances and reduced setback standards in eligible zones.
- Facilitate infill development on vacant and underutilized lots.
- Expand use of the Unit Lot Subdivision process to encourage smaller-scale and "missing middle" housing.

These reforms are intended to reduce land use barriers, increase development feasibility, and expand housing options in high-opportunity neighborhoods.

Streamline Administrative and Permitting Processes: To address time and cost burdens associated with permitting and design review, the City's Planning Department will advance and implement its pre-reviewed housing design pilot program. In PY 2026, the City will:

- Finalize and publish pre-approved site and building plans for a range of housing types (e.g., single-family, duplex, triplex, fourplex).
- Promote use of these plans to reduce architectural, environmental review, and permitting costs.
- Continue internal review of permitting timelines and development fees to identify additional

efficiencies.

- These actions are designed to reduce soft costs and accelerate housing production.

Support Various and Missing Middle Housing Models: Recognizing limited housing options for moderate-income households, the City will prioritize projects that expand “missing middle” housing typologies, particularly infill development near transit, employment centers, and services. Funding and regulatory flexibility will be used to support smaller-scale projects in addition to larger multifamily developments. â¿¯ â¿¯

Discussion:

The City of Spokane is actively reviewing barriers to developing affordable housing and working to mitigate those barriers. The changes are happening quickly, although the impacts of the changes may not be represented in the data for several years.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Spokane 2026 Annual Action Plan outlines coordinated strategies to remove barriers to housing stability, expand and preserve affordable housing, reduce lead-based paint hazards, combat poverty, strengthen institutional capacity, and enhance system-wide coordination. Through regulatory reform, targeted investments, strategic partnerships, and compliance-focused program implementation, the City advances housing and economic opportunity for low- and moderate-income residents and vulnerable populations.

Actions planned to address obstacles to meeting underserved needs

For the 2026 Annual Action Plan, the Spokane will address barriers to meeting housing and service needs by advancing targeted strategies for vulnerable populations, including seniors, persons with disabilities, veterans, domestic violence survivors, and individuals transitioning from mental and physical health institutions.

The City will prioritize housing stability for seniors on fixed incomes by coordinating with regional partners, including Aging and Long Term Care of Eastern Washington, to expand person-centered essential needs services and promote affordable, ADA compliant housing options. Efforts will focus on reducing cost burden and improving access to supportive services that allow seniors to age in place.

To support persons with disabilities, the City will collaborate with housing developers and service providers to increase the supply of affordable, ADA compliant units and strengthen connections to essential needs services that promote independent living and long-term housing stability.

The City will continue to support veterans experiencing housing instability by coordinating with Spokane County Veterans Services and programs such as Supportive Services for Veteran Families to expand access to rental assistance and supportive services.

Actions planned to foster and maintain affordable housing

The City of Spokane is advancing affordable housing through regulatory reform, innovative development tools, and dedicated funding.

Zoning and Regulatory Reform (BOCA Code)
Effective January 1, 2024, the Building Opportunities and Choices for All (BOCA) Code modernizes local land use regulations to increase housing supply and density. Key provisions reduce parking requirements near transit, decrease minimum lot sizes, increase height allowances, lower setback requirements, expand the Unit Lot Subdivision process, establish footprint and impervious surface standards, and remove barriers to infill development. These changes enable more housing units on individual lots and

support more efficient land use.

Pre-Reviewed Housing Design Pilot
The Planning Department is implementing a pilot program to pre-review site and building plans for housing types ranging from single-family homes to fourplexes. Once approved, these plans will be available online to streamline permitting, reduce design and review costs, and accelerate housing production.

Insurance Transparency
In 2023, Washington State adopted Chapter 284-30A WAC, requiring insurers to provide clear explanations of residential premium increases at renewal. This added transparency supports housing cost stability for homeowners.

Dedicated Housing Funding
In 2023, the City adopted Spokane Municipal Code 08.07C.030, authorizing a 0.1% sales tax under Washington State House Bill 1590 to fund affordable housing and related services. This revenue source provides stable, long-term investment in housing development.

Together, these strategies create a supportive regulatory framework, reduce development barriers, and provide sustained funding to expand and preserve affordable housing in Spokane.

Actions planned to reduce lead-based paint hazards

The City of Spokane will continue to address and reduce lead-based paint hazards through its Single Family and Multifamily Rehabilitation Programs, which are intentionally targeted to older housing stock most likely to contain lead-based paint. All pre-1978 housing units assisted through these programs are evaluated for the presence of lead-based paint, and any identified hazards are addressed in accordance with HUD Title X, the Renovation, Repair, and Painting (RRP) Rule, and Lead-Based Paint (LBP) Abatement requirements.

Lead hazard control activities begin with a thorough assessment to determine the scope of work, including visual inspections conducted by trained Housing Quality Standards (HQS) inspectors, X-ray fluorescence (XRF) testing, and risk assessments, as appropriate. Residents receive required educational materials, including the EPA's Renovate Right or HUD's Protect Your Family From Lead in Your Home pamphlets, prior to renovation or lease execution.

All lead-related work is performed by RRP- and LBP-certified contractors, and subrecipients are required to maintain documentation of contractor certifications. Lead-safe work practices are enforced throughout rehabilitation activities, with clearance testing conducted on all disturbed leaded surfaces. Abatement measures may include wet scraping, removal of friction and impact surfaces, soil treatment, and specialized cleaning to meet clearance standards. The City will continue to provide oversight and

technical assistance to ensure ongoing compliance with federal and state lead-based paint regulations.

Actions planned to reduce the number of poverty-level families

The City of Spokane's anti-poverty strategy is guided by its Comprehensive Plan and related economic development and housing policies. The City is currently in the process of updating its Comprehensive Plan through the PlanSpokane 2046 periodic update, including revisions to the Economic Prosperity element, to reflect current data, state requirements, and community input. These updates reinforce the City's commitment to reducing poverty by expanding income and employment opportunities and reducing income disparities.

Consistent with draft Economic Prosperity Goal EP-4, Living Wage Jobs and Income Disparity, the City prioritizes the recruitment and retention of businesses that provide living-wage jobs and competitive benefits, while supporting partnerships with community-based organizations to advance income parity and employment access. These efforts focus on strengthening economic resilience for low- and moderate-income households.

A key measure of the Spokane Regional Continuum of Care (CoC) Five-Year Performance Management Plan (2025–2030), tracks the percentage of people participating in homelessness assistance programs who experience an increase in employment income, recognizing employment as a critical factor in achieving long-term stability.

These poverty-reduction goals are aligned with the Consolidated Plan's anti-poverty strategy through targeted investments in workforce development, job training, microenterprise assistance, and small business grants and loans funded with CDBG and HOME resources, supporting both economic self-sufficiency and housing stability.

Actions planned to develop institutional structure

In 2026, the City of Spokane will continue strengthening its institutional framework to effectively implement the Consolidated Plan, with a focus on housing stability, homelessness response, and coordinated service delivery.

Enhance Departmental Capacity
The City will maintain and refine recent departmental restructuring to improve coordination across housing, community development, economic development, and homelessness response functions. Emphasis will be placed on efficient grant administration, cross-department collaboration, and performance monitoring to ensure timely and effective implementation of CPD-funded programs.

Strengthen Partnerships with Nonprofits and the Spokane Housing Authority
The City will continue formal collaboration with nonprofit providers and the Spokane Housing Authority to expand affordable housing production, preserve existing units, and coordinate supportive services for

low-income households, individuals experiencing homelessness, and persons with special needs.

Leverage the Spokane Community, Housing, and Human Services (CHHS) Board
The CHHS Board and its subcommittees will continue to provide policy guidance, funding recommendations, and community-based expertise to support transparent decision-making and strategic investment of federal resources.

Expand and Stabilize Resources
To address ongoing resource constraints, the City will pursue additional local, state, and federal funding opportunities, strengthen grant management systems, and align investments to maximize impact for low- and moderate-income households and priority populations.

Support Implementation of the Continuum of Care Strategy
The City will coordinate with the regional Continuum of Care to implement its updated Five-Year Plan to End Homelessness. This includes aligning funding priorities, identifying system gaps, improving data-driven decision-making, and strengthening housing-focused strategies to reduce homelessness and increase self-sufficiency.

Improve System Coordination and Service Delivery
The City will enhance coordination among housing and service providers, expand connections to mainstream resources (including employment, healthcare, and behavioral health services), and promote client-centered, wraparound service models. These efforts will improve system navigation, reduce duplication, and strengthen outcomes for homeless individuals, families, and special needs populations.

Through these 2026 actions, the City of Spokane will reinforce a coordinated, accountable, and responsive institutional structure to carry out its Consolidated Plan priorities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City maintains close collaboration with the Spokane Housing Authority to align public housing, Housing Choice Vouchers, rental assistance strategies, and supportive service coordination. Ongoing partnerships with healthcare and behavioral health providers—including CHAS Health, Frontier Behavioral Health, and the Spokane Regional Health District—support integration of housing stabilization with primary care, behavioral health treatment, and substance use services. Coordination with the Spokane Fire Department, Spokane Police Department, and Spokane County strengthens diversion, crisis response, and cross-system collaboration to reduce unnecessary institutionalization among individuals experiencing homelessness.

Discussion:

The City of Spokane is taking a multifaceted approach to address housing insecurity and service needs.

Through community engagement, the City has identified critical issues and planned actions to address them, such as collaborating with service providers to improve housing availability and essential services.

The City plans to support veterans through programs like HUD-VASH and partner with the Spokane VA Medical Center to address healthcare and mental health needs. For domestic violence survivors, the City will work with the YWCA to secure funding for shelters and rapid rehousing. Additionally, the City will leverage state programs such as Governor's Opportunity for Supportive Housing (GOSH) and Foundational Community Supports (FCS) to aid individuals transitioning from institutional care.

The City is also pursuing zoning reforms through the Building Opportunities and Choices for All (BOCA) Code, effective January 2024, which will facilitate affordable housing development by reducing parking requirements, increasing density, and easing setbacks. Moreover, a pilot program for pre-reviewed housing designs aims to streamline construction processes and reduce costs. The City has enacted a 0.1% sales tax for affordable housing and related services, providing stable funding for housing initiatives.

In addition to these actions, the City is committed to reducing lead-based paint hazards in housing, ensuring compliance with federal and state regulations. Through these efforts, Spokane aims to reduce housing insecurity, enhance coordination among service providers, and increase access to stable, affordable housing for low-to-moderate households.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

See narratives below for additional information about the Community Development Block Grant Program (CDBG), HOME Program, and Emergency Solutions Grant Program (ESG).

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	1,000,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**1,000,000**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

The City of Spokane primarily uses the HOME funds as prescribed in 24 CFR 92.205, specifically as interest and non-interest-bearing loans. One distinct way the City leverages HOME funds is in offering loan forgiveness for an extension of the HUD affordability period of a project. The period is generally half the HUD Affordability period and has been an effective way to preserve the affordable housing stock created using the HOME program funds. Sales and Uses Tax Revenue funds will be used to fund acquisition, construction, homeownership, and rehabilitation leading to new units.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

HOME regulation 92.254 describes the qualifications of homeownership activities as affordable housing. City of Spokane has not budgeted HOME funds for homeownership activities in this funding round due to the investment of CDBG and Sales and Uses Tax Revenue funds for homebuyer activities. The City of Spokane retains written agreements used in a previous homeownership program. These agreements include a recapture provision triggered if a borrower sells, transfers, refinances, or changes the use of the property during the HOME period of affordability. This loan provision limits recaptured funds to net proceeds available from the sale rather than the entire HOME investment. The City's Single Family Rehabilitation program uses this same loan recapture provision which limits recaptured funds to net proceeds of a sale. Consequently, the City is not required to repay HUD should any sale, short sale, foreclosure, involuntary sale, etc. of a program-assisted home provide insufficient funds to fully repay the amount of loaned HUD funding.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

HOME regulation 92.254(a)(4) describes the minimum HOME period of affordability based upon the amount of HOME homeownership assistance. The City of Spokane has not budgeted HOME funds for homeownership activities. The City previously established maximum HOME assistance for each homebuyer transaction and that HOME assistance required a 10-year period of affordability. Earlier homeownership assistance loan documents provided some debt forgiveness over the 10-year HOME affordability period. All City homeownership assistance written agreements included a recapture provision that triggered repayment if a borrower sells, transfers, refinances, or changes the use of the property during the HOME period of affordability. This recapture provision limits recaptured funds to any net proceeds available from the sale rather than the entire HOME investment.

Similarly, HOME-funded affordable rental housing projects include acquisition, new construction, and/or renovation trigger minimum periods of affordability per 24 CFR 92.252(d). New construction projects are always subject to the regulation's 20-year affordability period, but acquisition and/or rehab projects commonly trigger a 5, 10, or 15-year HOME affordability period. The City of Spokane reserves the right to impose additional years of affordability that will run concurrently with the

HOME affordability period. These City-imposed affordability periods are described further in the HOME Multifamily Housing Program Description and agreements.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

   HOME funds will not be used to refinance existing debt secured by housing that is being rehabilitated with HOME funds under 24 CFR 92.206(b). However, HOME funds may be used to pay off principal and interest of a construction loan, bridge financing loan, or guaranteed loan as provided under 24 CFR 92.206(g).

5. **If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).**

   A portion of HOME ARP funds will be used to provide TBRA and will be available to all qualified populations as required by HOME ARP regulations, and as designated in CPD 21.10.

6. **If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).**

   The City of Spokane's HOME-ARP Allocation Plan does not allow a preference for the use of TBRA.

7. **If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a)**.

   Not applicable.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

See attachment.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

All households seeking ESG assistance that utilize Coordinated Entry must access services through the Spokane Regional CoC Coordinated Entry System (CES).

Assessment and prioritization shall be conducted using our locally adopted SALA Assessment tool in accordance with the CoC Coordinated Entry Policies. No alternative assessment tool shall be used for ESG prioritization. All ESG referrals and placements must follow SALA-based prioritization and CE ranking policies.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

As the CoC Collaborative Applicant, the City of Spokane works with the Continuum of Care Governance Board and Community Housing and Human Services Board (CHHS), to determine priorities for homeless funding. The Request for Proposals (RFP) for ESG funding is published on the City of Spokane's website, in the local newspaper, is sent to an email distribution list of private non-profit organizations, homeless provider groups and to faith-based groups, and to the Homeless Coalition. During the application process for homeless funding, the RFP and Evaluation Committee reviews applications and makes funding recommendations to CHHS Board. The CHHS Board then makes funding recommendations to the Spokane City Council. Once the City Council reviews and approves the recommendations, HHS begins the contracting process with subrecipients. Following the execution of contracts, HHS continues to monitor and support the subrecipients through the end of the contract term.

Applicants eligible to apply for ESG funds include:

- City or County governments
- Public and private nonprofit organizations (501(c)(3)
- Private for-profit organizations or individuals may implement certain economic development, low-income housing rehabilitation and microenterprise activities
- Faith based organizations

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City of Spokane currently meets the homeless participation requirement detailed in 24 CFR 576.405(1) through the intentional membership of persons with lived experience on the Community, Housing and Human Services Board subcommittees, Continuum of Care Governance Board, and the CoC RFP and Evaluation Committee. These committees are responsible for recommending policies and making funding decisions.

5. **Describe performance standards for evaluating ESG.**

ESG subrecipients are expected to demonstrate effective program performance, fiscal responsibility, and full participation in system coordination.

1. Program Performance:
Projects must adhere to the Five-Year Plan to Prevent and End Homelessness Program Management Plan. These metrics include, at minimum, length of time homeless, positive exits to housing (TH, PSH, PH), return to homelessness, and income growth.

2. Inventory Utilization:
Projects must maintain appropriate bed/unit utilization and assist the City with the States' annual "Golden Report". Subrecipients are expected to alert the City to any changes to their inventory within 30-days. Failure to communicate changes to the HMIS team may result in corrective action.

3. Spenddown Expectations:
Projects are expected to meet reasonable quarterly expenditures, barring any delays with contracts outside the control of the provider. Projects that are not being spent out in an appropriate or timely manner may be required to submit a Financial Improvement Plan. Failure to demonstrate improvement may result in funding adjustments, reduction of award, or non-renewal consideration consistent with ESG and local authority.

4. HMIS Participation and Data Quality
As noted in the Checklist found in the attachment, all homeless projects funded by the City of Spokane must participate in HMIS (or a comparable database), maintain data quality standards, accept Coordinated Entry referrals (if applicable), and contribute to local System Performance Measures.

Persistent underperformance, low utilization, non-participation in Coordinated Entry, fiscal inefficiencies, or documentation deficiencies are identified, the City may require a corrective action plan prior to funding determinations. For projects receiving both ESG and CoC Program funds, the CoC Reallocation Policy may be considered during ESG renewal evaluation.

Attachments

Citizen Participation Comments

2026 Annual Action Plan City of Spokane Citizen Participation Appendix

Summary of Citizen Participation Process

The City of Spokane follows its adopted Citizen Participation Plan to ensure compliance with 24 CFR 91.105 and to encourage citizen participation in the development of the Annual Action Plan. Efforts are made to ensure participation by low- and moderate-income persons, residents of underserved areas, persons with disabilities, and non-English-speaking populations.

The City provides a minimum 30-day public comment period and conducts at least one public hearing prior to submission of the Annual Action Plan to HUD. Notice of the availability of the draft plan and public hearing is published through legal advertisements and additional outreach methods, including the City's website and community networks.

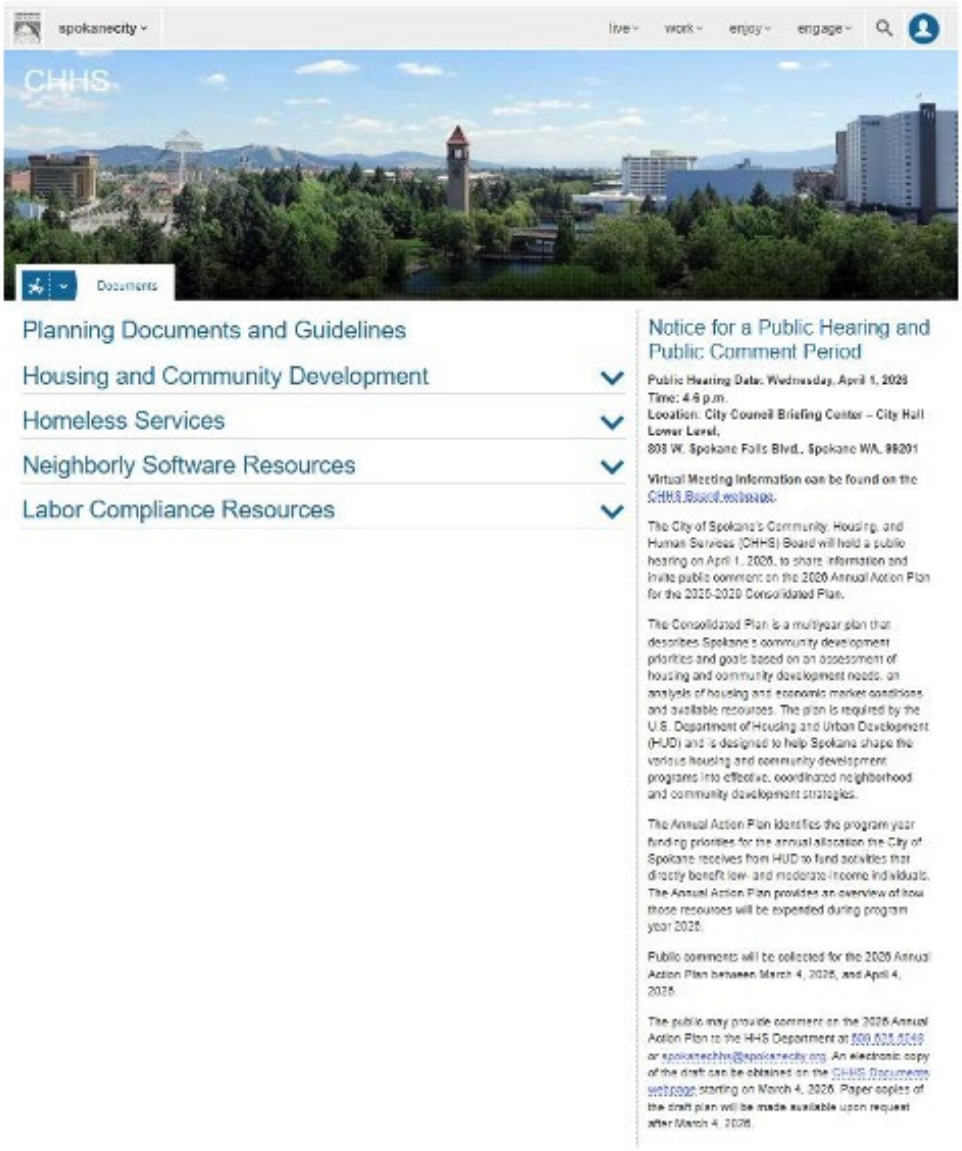
The draft Annual Action Plan is made available for public review, and comments may be submitted in writing, electronically, or at public hearings. All comments received are considered and summarized in the final submission.

The City provides for citizen participation in any substantial amendments to the Annual Action Plan, including public notice, a comment period, and a public hearing. Access to records, reasonable accommodation, and technical assistance are available to support inclusive participation.

- A draft of the 2026 Annual Action Plan was posted for public review on March 3, 2026, and the draft document was presented during the CHHS Board's public meeting. The public comment period was opened, and staff were available to receive public feedback. No public feedback was offered at that time.
- The public hearings were publicly noticed in the Spokesman Review on March 3, 2026.
- A public hearing was held at the CHHS Board meeting on April 1, 2026. Staff were available to receive public feedback. No public feedback was offered at that time.

2026 Annual Action Plan Notice for Public Hearing: City of Spokane Website

https://my.spokanecity.org/chhs/documents/



2026 Annual Action Plan Notice for Public Hearing: Spokesman Review

LEGAL NOTICES | LEGAL NOTICES | LEGAL NOTICES | GENERAL | GENERAL | GENERAL

Notice for all Public Hearing and Public Comment Period
Public Hearing Time
Wednesday, April 1, 2026
Time: 4:45 pm
Location: City Council Briefing Center – City Hall, Lower Level
808 W. Spokane Falls Blvd., Spokane WA, 99201

Virtual Meeting Information can be found on
https://my.spokanecity.org/bcc/boards/
<u>cdbg-action-plan-and-consolidated-annual-report/</u>

The City of Spokane's Community, Housing and Human Services Department will hold a public hearing on April 1, 2026, to receive comments on the draft 2026 Annual Action Plan.

The Annual Action Plan is an official application for federal funds under the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) programs. The plan is required by the U.S. Department of Housing and Urban Development (HUD) and describes how the City will use these funds to address housing and community development needs.

The Annual Action Plan identifies the program year funding priorities for the use of federal funds for the CDBG, HOME, and ESG programs and other activities directly benefiting low and moderate-income individuals. The Annual Action Plan provides an overview of how these resources will be invested during program year 2026.

Public comments will be accepted for the 2026 Annual Action Plan between March 17, 2026 and April 1, 2026.

The public may review the draft 2026 Annual Action Plan at the HUD Department on 808 W. Spokane Falls Blvd, Spokane, WA, 99201 or online at https://my.spokanecity.org/bcc/boards/cdbg-action-plan-and-consolidated-annual-report/. Written comments may be submitted to Melissa Wittstruck at mwittstruck@spokanecity.org. Written comments will be accepted until 5:00 PM on April 1, 2026.

ASSISTANCE FOR INDIVIDUALS WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY: The City of Spokane will provide auxiliary aids and services to individuals with disabilities, and translation services for persons with limited English proficiency, upon request. To request auxiliary aids or services or language interpreters, please contact Melissa Wittstruck at 509.625.6325 or mwittstruck@spokanecity.org. Persons who are deaf or hard of hearing may contact the Washington Relay Service at 7-1-1. Please contact us at least two working days prior to the meeting date to request assistance.

Persons who do not speak English may contact the Language Line at 509.625.6325 to request interpreter services at the meeting. Please contact us at least two working days prior to the meeting date to request assistance.

For further information, contact the HUD Department at 509.625.6325 or mwittstruck@spokanecity.org

It is the intent of the City of Spokane to comply with the Americans with Disabilities Act in all respects. If you have questions or concerns about accessibility, you may contact the Human Resources Office at 509.625.6363, (TTY) 509.625.6123, or e-mail at humanresources@spokanecity.org. Persons who need accommodation should notify the Human Resources Office at least 48 hours before the meeting date.

THE SPOKESMAN-REVIEW
SINCE 1883

EMPLOYMENT OPPORTUNITIES

DELIVERY ASSISTANT

EDITORIAL ASSISTANT

Annual Action Plan
2026

THE SPOKESMAN-REVIEW

999 W Riverside Ave, Spokane, WA 99201

PUBLISHER'S AFFIDAVIT

STATE OF NEW YORK
COUNTY OF ERIE } ss

Name:	SPOKANE CITY COMM HOUSING & HUMAN SVCS	**Client ID:**	100250
PO No:		**No. Lines:**	2 columns 58 lines
Total Cost:	$206.89	**Campaign:**	237859

I, Kristi Palmiero do solemnly swear that I am a Authorized Representative of The Spokesman-Review, a newspaper established and regularly published, once each day in the English language, in and of general circulation in the City of Spokane, Spokane County, Washington; and in the City of Coeur d'Alene, Kootenai County, Idaho; that said newspaper has been so established and regularly published and has had said general circulation continuously for more than six (6) months prior to the 23rd day of July, 1941; that said newspaper is printed in an office maintained at its place of publication in the City of Spokane, Washington; that said newspaper was approved and designated as a legal newspaper by order of the Superior Court of the State of Washington for Spokane County on the 23rd day of July, 1941, and that said order has not been revoked and is in full force and effect; that the notice attached hereto and which is a part of the proof of publication, was published in said newspaper 1 time(s), the publication having been made once each time on the following dates:

March 3, 2026.

That said notice was published in the regular and entire issue of every number of the paper during the period of time of publication, and that the notice was published in the newspaper proper and not in a supplement.

Subscribed and sworn to before me this 03 day of

March, 2026

Kristi Palmiero
(Advertising Agent)

TYSHAWN HARRISON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA6035266
Qualified in Erie County
Commission Expires April 7, 2027

(Notary)

Page 1 of 2
Copy of Ad on Page 2

THE SPOKESMAN-REVIEW

999 W Riverside Ave, Spokane, WA 99201

PUBLISHER'S AFFIDAVIT

Campaign: 337859

Notice for a Public Hearing and Public Comment Period
Public Hearing Date
Wednesday, April 1, 2026
Time: 4:10 p.m.
Location: City Council Briefing Center – City Hall Lower Level
808 W. Spokane Falls Blvd, Spokane, WA, 99201

Virtual Meeting information can be found at:
https://www.spokanecity.org/boards/community-housing-and-human-services-board/

The City of Spokane's Community, Housing, and Human Services (CHHS) Board will hold a public hearing on April 1, 2026 to share information and take public comment on the 2026 Annual Action Plan for the 2025-2029 Consolidated Plan.

The Consolidated Plan is a multi-year plan that describes Spokane's community development activities and goals based on an assessment of housing and community development needs, an analysis of housing and economic market conditions, and available resources. It is due to HUD by the U.S. Department of Housing and Urban Development (HUD) and is designed to help Spokane shape its various housing and community development programs into effective, coordinated neighborhood and community development strategies.

The Annual Action Plan describes the program year funding activities for the second allocation year of City of Spokane resources from HUD to benefit activities that directly assist low- and moderate-income individuals. The Annual Action Plan provides an overview of how these resources will be expended during program year 2026.

Public comments will be collected for the 2026 Annual Action Plan between March 4, 2026, and April 6, 2026.

The public may provide comment on the 2026 Annual Action Plan by the CHHS Department at 509-625-6325 or cpd-projects@spokanecity.org. An electronic copy of the draft can be obtained at https://my.spokanecity.org/chhs/documents/ starting on March 4, 2026. Paper copies of the draft plan will be made available upon request after March 4, 2026.

WASHINGTON STATE DISABILITIES ACT (WAC 192-04-040(2)): The City of Spokane is committed to providing equal access to its facilities, programs, and services for persons with disabilities. The Council Briefing Center in the lower level of Spokane City Hall, 808 W Spokane Falls Blvd., is equipped with an infrared amplified listening system for persons with hearing loss. Headsets may be checked out upon presentation of picture ID through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Katie Kosanke, Deputy Director of Human Resources, at 509.625.6325, 808 W. Spokane Falls Blvd, Spokane, WA 99201, or kkosanke@spokanecity.org.

Persons who are deaf or hard of hearing may contact the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date. TDD/TTY (800) 833-6388. The Consolidated Planning Process agrees to the maximum extent feasible to accommodate the needs of non-English speaking residents. The City assumes the responsible responsibility for document services. Individuals requesting an interpreter should contact the CHHS Department. All requests for interpreters must be made 72 hours prior to the public hearing; however, if a request is made, every reasonable attempt will be made to secure an interpreter.

For further information, contact the CHHS Department at 509-625-6325 or cpd-projects@spokanecity.org.

5827838

Summary of Public Comments/Feedback from Community Workshops

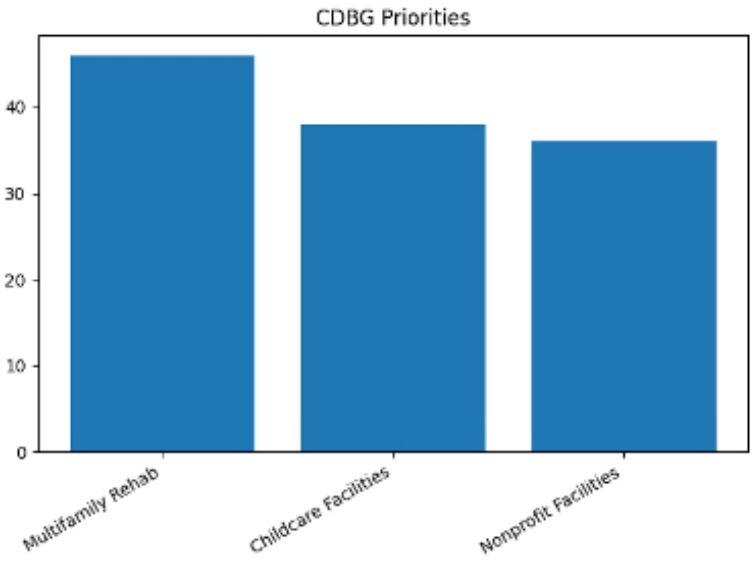
The City hosted a series of four public community workshops designed to solicit resident input on community needs, funding priorities, and proposed uses of federal CDBG and HOME funds. Participants were asked to complete a short survey to help inform priorities for an estimated $2.3 million in CDBG capital and HOME affordable housing investment.

Survey responses show strong alignment around housing preservation, higher-density development, and childcare infrastructure. CDBG priorities emphasize multifamily rehabilitation an childcare facilities, while HOME priorities strongly favor multi-unit and missing middle housing development.

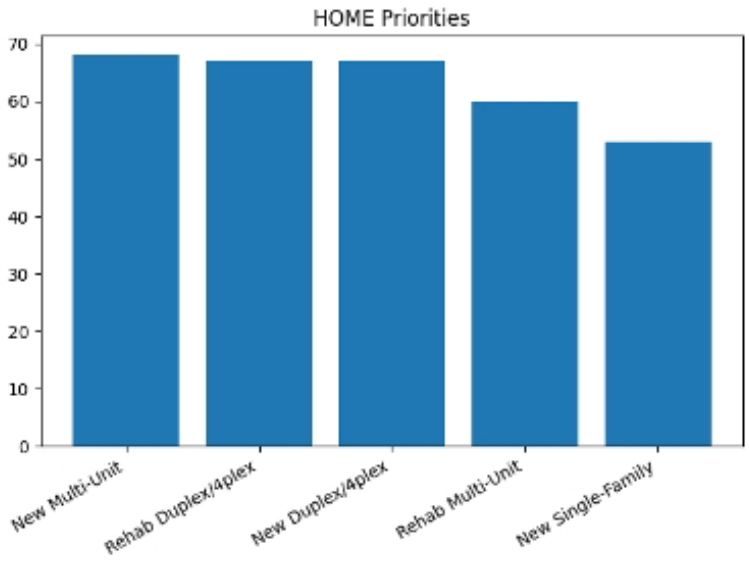
Key Findings:

- Multifamily housing rehabilitation is the top CDBG priority.
- Childcare facilities ranked second, indicating significant community need.
- HOME funds should prioritize multi-unit and duplex/fourplex development (new and rehab).
- Single-family rental housing is the lowest-ranked HOME priority.

CDBG Priorities:



Home Priorities:



Comments Made:

1	anonymous	Great job
2	anonymous	ADA improvements to existing home, duplex, and apartment buildings
3	anonymous	Would love to see a guide to homeownership as opposed to rental options.
4	anonymous	Acquisition of multifamily housing (to include some rehab component) is an important affordable housing support, especially given current cost increases in new construction, and financing costs.
5	anonymous	Applying to certify as a CHDO by a nonprofit faith-based organization is very difficult - often no staff.
6	anonymous	Needed - land banking, ability to buy existing property to build housing (which is applicable in this case), transparency on federal requirements and public charge.
7	anonymous	Use $ for neighborhood improvements. Simple/Safe Improvements - stop signs, crosswalks, bump outs.
8	anonymous	Rehab is the most effective use of funds

Grantee Unique Appendices

HOUSING AND HOMELESS
SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6315

Spokane City Council Approval of 2026 Annual Action Plan

and

WA-502 Spokane Regional Continuum of Care and City of Spokane Emergency Solutions Grant Written Standards

HOUSING AND HOMELESS
SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6315

Spokane City Council Approval of 2026 Annual Action Plan

To Be Added After Council Approval

HOUSING AND HOMELESS
SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6315

WA-502 Spokane Regional Continuum of Care and City of Spokane Emergency Solutions Grant Written Standards

City of Spokane Emergency Solutions Grant Written Standards

I. Introduction and Scope

The Homeless, Housing, Operations and Services Guidelines (HHOS), published by the City of Spokane, establish the local policies and procedures required to meet Continuum of Care (CoC) and Emergency Solutions Grant (ESG) written standards. In accordance with 24 CFR 576.400 and HUD CoC Program requirements. The HHOS Guidelines operationalize standards for determining participant eligibility, prioritizing assistance, and administering program components including street outreach, rapid rehousing, transitional housing, permanent supportive housing, homelessness prevention, emergency shelter, and coordinated entry. Collectively, these guidelines constitute the City's adopted written standards for ensuring that CoC and ESG funded assistance along with State and Local funded projects are delivered in a consistent, compliant, and performance-driven manner.

II. Alignment with the CoC Five-Year Plan to End and Prevent Homelessness and HHOS Guidelines

ESG Activities will support the CoC goal of making homelessness rare, brief, and non-recurring. Strategic alignment includes:

1. Prioritizing unsheltered households and those with the greatest barriers.
2. Advancing equitable access and outcomes (this is especially important in the context of rural and urban households).
3. Increasing exits to permanent housing.
4. Reducing length of time homeless.
5. Improving system-wide data quality and accountability.

III. Collaborative Applicant Authority and Governance

The City of Spokane, as ESG recipient and Collaborative Applicant, retains authority to monitor ESG subrecipient compliance with federal requirements, local Written Standards, and performance expectations and any other applicable requirements under the HHOS Guidelines (published by HHS).

IV. Coordinated Entry and SALA Assessment

All households seeking ESG assistance that utilize Coordinated Entry must access services through the Spokane Regional CoC Coordinated Entry System (CES).

Assessment and prioritization shall be conducted using our locally adopted SALA Assessment tool in accordance with the CoC Coordinated Entry Policies. No alternative assessment tool shall be used for ESG prioritization. All ESG referrals and placements must follow SALA-based prioritization and CE ranking policies.

V. Eligibility & Documentation

Households must meet ESG eligibility criteria as defined in 24 CFR §576.2. Depending on project type, eligibility and documentation of eligibility is required. Subrecipients are expected to familiarize themselves with controlling CFR's. Households must meet eligibility at program entry, and the documentation must support these criteria. Attached to these Written Standards is a general checklist that providers are encouraged to use in building out their own policies and procedures. This checklist is a minimum floor on what the City expects to see in a client file.

VI. Performance and Fiscal Utilization Expectation for ESG Subrecipients

ESG subrecipients are expected to demonstrate effective program performance, fiscal responsibility, and full participation in system coordination.

1. **Program Performance:**
   Projects must adhere to the Five-Year Plan to Prevent and End Homelessness Program Management Plan. These metrics include, at minimum, length of time homeless, positive exits to housing (TH, PSH, PH), return to homelessness, and income growth.
2. **Inventory Utilization:**
   Projects must maintain appropriate bed/unit utilization and assist the City with the States' annual "Golden Report". Subrecipients are expected to alert the City to any changes to their inventory within 30-days. Failure to communicate changes to the HMIS team may result in corrective action.
3. **Spenddown Expectations:**
   Projects are expected to meet reasonable quarterly expenditures, barring any delays with contracts outside the control of the provider. Projects that are not being spent out in an appropriate or timely manner may be required to submit a Financial Improvement Plan. Failure to demonstrate improvement

may result in funding adjustments, reduction of award, or non-renewal consideration consistent with ESG and local authority.

4. **HMIS Participation and Data Quality**
   As noted in the Checklist, all homeless projects funded by the City of Spokane must participate in HMIS (or a comparable database), maintain data quality standards, accept Coordinated Entry referrals (if applicable), and contribute to local System Performance Measures.
   Persistent underperformance, low utilization, non-participation in Coordinated Entry, fiscal inefficiencies, or documentation deficiencies are identified, the City may require a corrective action plan prior to funding determinations. For projects receiving both ESG and CoC Program funds, the CoC Reallocation Policy may be considered during ESG renewal evaluation.

VII. ESG Corrective Action & Appeal Process

If an ESG funded project is identified for funding reduction, non-renewal, or significant adjustment due to performance or spenddown concerns, the subrecipient will receive written notification outlining the basis for the decision.

The subrecipient may submit a written response or appeal within seven (7) days of notification, The City will receive submitted materials and issue a written determination within fourteen (14) business days.

This ESG appeal process is separate from the CoC Reallocation Appeal Process and applies solely to ESG funding decisions.

GENERAL CHECKLIST FOR PROGRAM ENROLLMENT

Households must meet ESG eligibility criteria as defined in 24 CFR §576.2. Depending on project type, eligibility and documentation of eligibility is required. Subrecipients are expected to familiarize themselves with controlling CFR's. Households must meet eligibility at program entry, and the documentation must support these criteria. Below is a general checklist that all agencies must maintain, at minimum, in a client file.

1. Participant Eligibility and Intake
    a. Third Party Certification of Homeless Status Documentation (Categories 1-4 as applicable)
    b. Third Party Certification of Income Eligibility (30% AMI)
    c. Intake assessment completed
    d. *Self-Certifications should only make up 10% or less of total households served.*
2. Inspection: **H**ousing **Q**uality **S**tandard or NSPIRE
    a. An inspection must be conducted prior to Move-In.
    b. Inspection must be documented and signed by the inspector. For a copy of an HQS/NSPIRE template please reach out directly to the Spokane Housing Authority. Inspections can be done by *any* certified HQS/NSPIRE inspector.
    c. All units must be inspected annually if household is enrolled for 12 months or more.
3. Fair Market Rent
    a. ESG does **not** allow rent to exceed Fair Market Rent. Providers can find Spokane County's FMR and Utility Allowances on the Spokane Housing Authority's website.
    b. In addition to meeting FMR, all units must also meet Rent Reasonableness. Rent Reasonableness shall follow the same criteria as outlined in the Spokane Housing Authority Administrative Plan.
4. Financial Assistance and Payments
    a. Lease (usually 12-months)
    b. All rental payments must be documented in HMIS.
    c. All payments outside of rental assistance must also be documented and allowable.
    d. No duplicate assistance across funding sources.

e. Payments align with participant eligibility and provider program rules. Progressive case management is expected to be a core tenet of all program policies and procedures.

5. Participant File Documentation
    a. Complete household file is maintained (electronically or paper)
    b. Required forms signed and dated.
    c. Case notes support services provided.
    d. Documentation is chronological and consistent.
6. Case Management
    a. Case management provided (if required by project type).
    b. Housing stability plan documented each month that subsidy is paid, or household is still enrolled in program.
    c. Regular contact is documented (paper file or internal database).
7. HMIS and Data Quality
    a. Household is entered into HMIS (or comparable database) and all services provided are also documented.
    b. Data is timely and accurate.
8. Fair Housing and Equal Access
    a. Subrecipients are expected to provide households with Fair Housing information (typically a brochure that can be accessed by NW Fair Housing or the Tenants Union)
    b. Subrecipients are expected to have information on Fair Housing and Non Discrimination publicly displayed in a public space at their respective agencies. This information should be in at least 2-3 different languages (top 2-3 spoken in Spokane).
    c. Equal Access Policies shall also be included in the policies and procedures of all subrecipients.
9. Termination Procedures
    a. Written termination policy is followed and reviewed on a regular cadence.
    b. Household has received and signed the policy.
    c. Opportunity for appeal provided and also signed.
10. Procurement and Conflicts of Interest (if applicable)
    a. This component is tied to subrecipient staff. All staff are expected to sign an attestation that if a conflict of interest arises, they are expected to alert their supervisor. Conflict of Interests should be signed annually (or at least biannually) and as new staff are onboarded.
    b. All subrecipients must maintain procurement policies when applicable.
11. Shelter and Facility Standards (if applicable)

a. Shelter meets minimum habitability standards.
b. Safety and sanitation requirements are met.

Grantee SF-424's and Certification(s)

CITY OF SPOKANE
HOUSING AND HOMELESS SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6315

Certifications, SF-424s, and HUD-424-Bs

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

04/14/2026
Date

Director, Housing and Human Services
Title

OMB Control No: 2506-0117 (exp. 09/30/2021)

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint – Its activities concerning lead based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

04/14/2026
Date

Director, Housing and Human Services
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92,209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

04/14/2026
Date

Director, Housing and Human Services
Title

OMB Control No: 2506-0117 (exp. 09/30/2021)

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

04/14/2026
Date

Director, Housing and Human Services
Title

OMB Control No: 2506-0117 (exp. 09/30/2021)

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CITY OF SPOKANE
HOUSING AND HOMELESS SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6315

CDBG

SF-424 & HUD-424-B

OMB Number: 4040-0004
Expiration Date: 08/31/2020

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision * If Revision, select appropriate letter(s): * Other (Specify):
* 3. Date Received: 06/27/2025	4. Applicant Identifier:
5a. Federal Entity Identifier:	5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Spokane	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 9 -6001260	* c. UEI: PSFCDY7VF4L

d. Address:

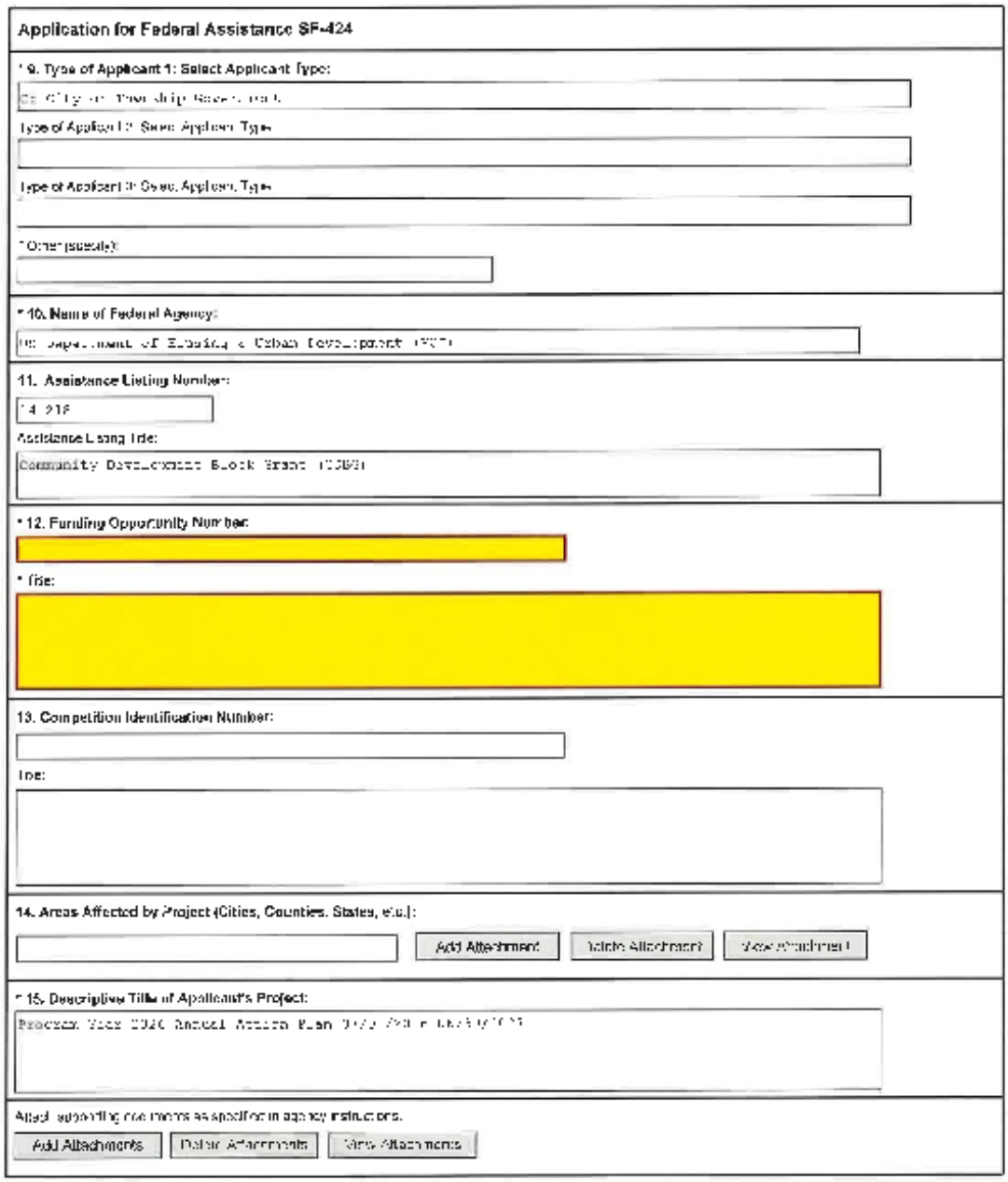
* Street1	[redacted]
Street2:	
* City:	Spokane
County/Parish:	
* State:	WA: Washington
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	99201-3017

e. Organizational Unit:

Department Name: [redacted]	Division Name: Economic and Human Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	* First Name: Teacher
Middle Name:	
* Last Name:	Page
Suffix:	
Title:	Program Manager, Housing & Community Development
Organizational Affiliation:	
* Telephone Number: 509[redacted]	Fax Number:
* Email: tpage@[redacted]city.org	



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing & Urban Development (HUD)

11. Assistance Listing Number:

14.218

Assistance Listing Title:

Community Development Block Grant (CDBG)

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

Program Year 2026 Annual Action Plan City of Lansing

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant [redacted] * b. Program/Project [redacted]

Attach an additional list of Program/Project Congressional Districts if needed.

[redacted] Add Attachment Delete Attachment View Attachment

17. Proposed Project:

* a. Start Date: [redacted] * b. End Date: [redacted]

18. Estimated Funding ($):

* a. Federal	[redacted]
* b. Applicant	[redacted]
* c. State	[redacted]
* d. Local	[redacted]
* e. Other	[redacted]
* f. Program Income	[redacted]
* g. TOTAL	[redacted]

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on [redacted]

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☑ No

If "Yes", provide explanation and attach

[redacted] Add Attachment Delete Attachment View Attachment

21. * By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

* Prefix:	[redacted] * First Name: [redacted]
Middle Name:	[redacted]
* Last Name:	[redacted]
Suffix:	[redacted]
* Title:	Director, Housing & Human Services
* Telephone Number:	[redacted] Fax Number: [redacted]
* Email:	[redacted]
* Signature of Authorized Representative:	[redacted] * Date Signed: [redacted]

OMB Control No: 2506-0117 (exp. 09/30/2021)

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number 2501-0044
Expiration Date: 07/31/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.9, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: | *First Name: Chad

Middle Name:

*Last Name: Kandoll

Suffix:

*Title: Director, Housing and Human Services

*Applicant Organization: City of Brookes

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance; OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8; the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable; and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100 which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

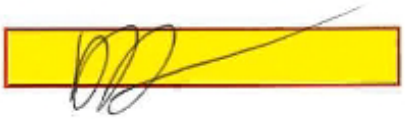
8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribes sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. [18 U.S.C. §§287, 1001, 1010, 1012; 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)].

*Signature



*Date

Form HUD-424-B (02/23)

CITY OF SPOKANE
HOUSING AND HOMELESS SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6115

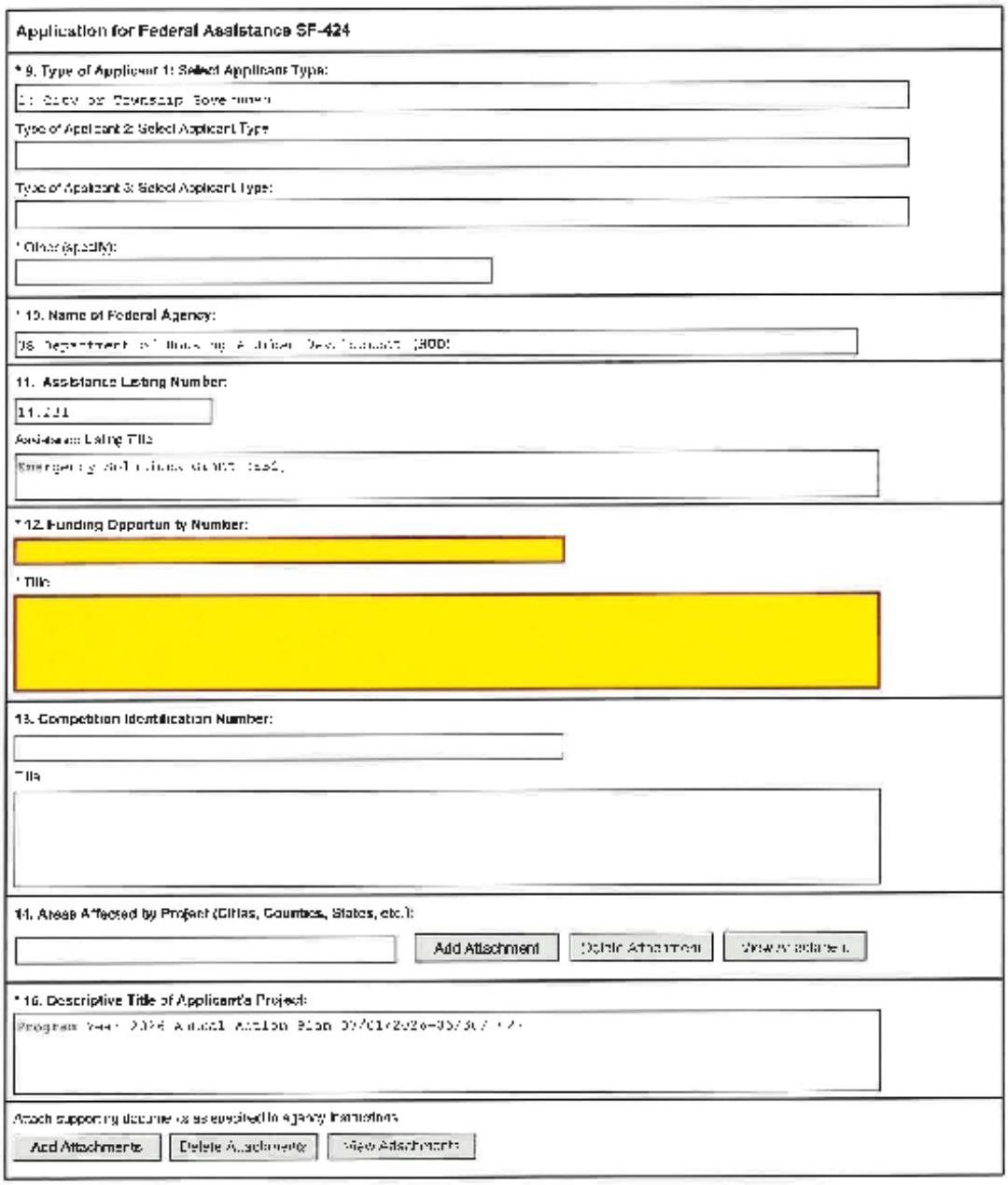
ESG

SF-424 & HUD-424-B

OMB Number: 4040-0004
Expiration Date: 08/31/2026

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Pre-application ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision
	* If Revision, select appropriate letter(s):
	* Other (Specify):
* 3. Date Received: [illegible]	4. Applicant Identifier:
5a. Federal Entity Identifier:	5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
* a. Legal Name: City of Spokane	
* b. Employer/Taxpayer Identification Number (EIN/TIN): [illegible]	* c. UEI: [illegible]
d. Address:	
* Street1: [illegible]	
Street2:	
* City: Spokane	
County/Parish:	
* State: WA: Washington	
Province:	
* Country: USA: UNITED STATES	
* Zip / Postal Code: [illegible]	
e. Organizational Unit:	
Department Name: [illegible]	Division Name: Housing and Human Services
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix:	* First Name: [illegible]
Middle Name:	
* Last Name: Page	
Suffix:	
Title: [illegible]	
Organizational Affiliation:	
* Telephone Number: [illegible]	Fax Number:
* Email: [illegible]	



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Assistance Listing Number:

11.231

Assistance Listing Title

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title

14. Areas Affected by Project (Cities, Counties, States, etc.):

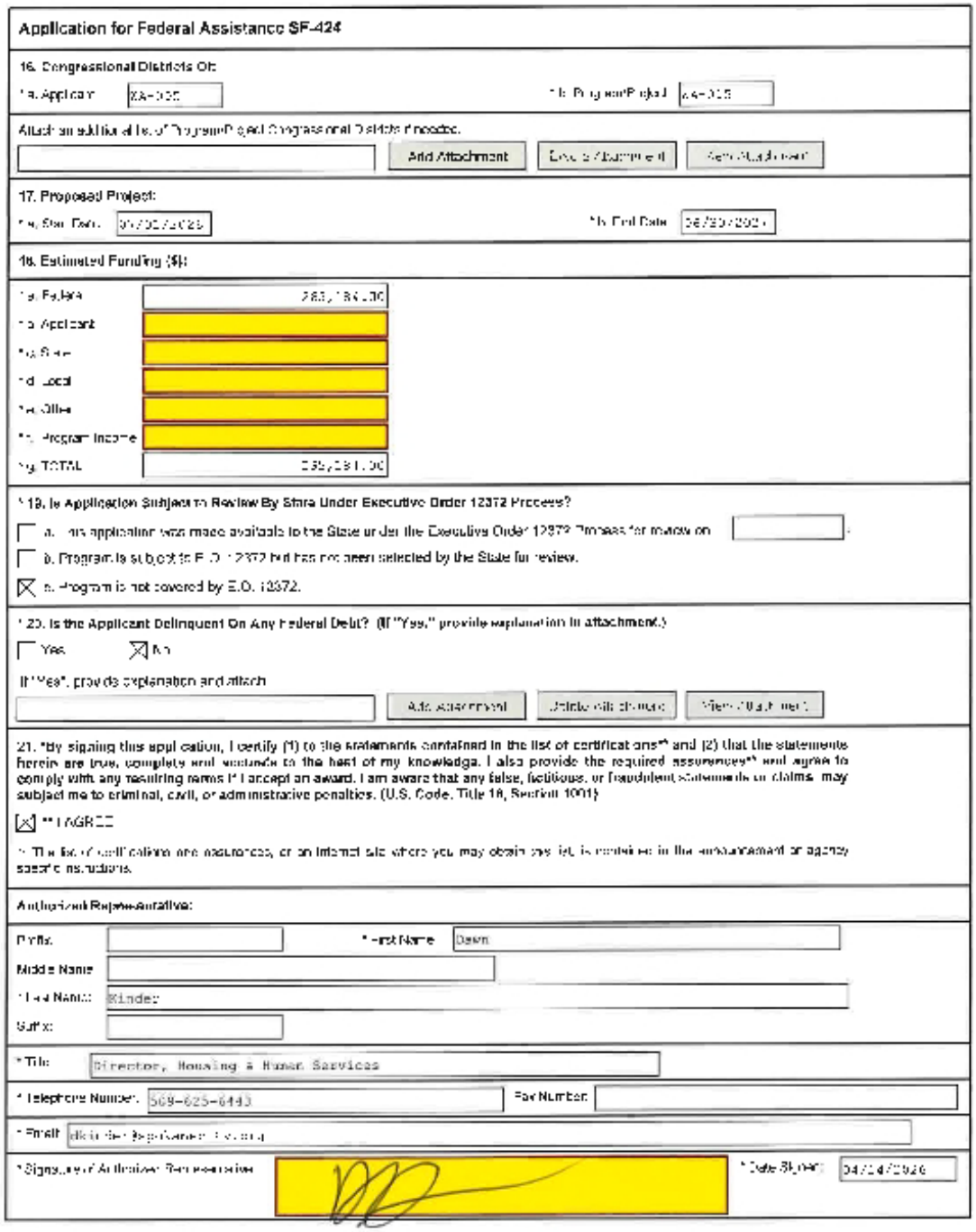
Add Attachment | Delete Attachment | View Attachment

* 16. Descriptive Title of Applicant's Project:

Program Year 2026 Annual Action Plan 07/01/2026-06/30/2027

Attach supporting documents as specified in agency instructions

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: XX-XXX

* b. Program/Project: XX-XXX

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2026

* b. End Date: 06/30/2027

18. Estimated Funding ($):

* a. Federal	283,184.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	283,184.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	* First Name: Dawn
Middle Name:	
* Last Name:	Rinder
Suffix:	
* Title:	Director, Housing & Human Services
* Telephone Number:	509-625-6443
Fax Number:	
* Email:	drinder@spokanecounty.org
* Signature of Authorized Representative:	
* Date Signed:	04/14/2026

OMB Control No: 2506-0117 (exp. 09/30/2021)

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 09/30/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF 424 B or SF 424 D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 C.F.R §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: | *First Name: [redacted]

Middle Name:

*Last Name: [redacted]

Suffix:

*Title: Director, Housing and Other Services

*Applicant Organization: City of Spokane

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 C.F.R. part 8; the Americans with Disabilities Act (42 U.S.C. §§ 12101 et.seq.); and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance, except that the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin and will affirmatively further fair housing, except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

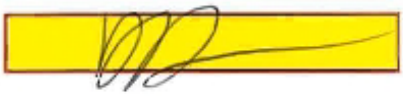
7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and as applicable. Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit, Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature: 

*Date: 8/14/2025

Form HUD-424-B (02/23)

CITY OF SPOKANE
HOUSING AND HOMELESS SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6315

HOME

SF-424 & HUD-424-B

OMB Number: 4040-0004
Expiration Date: 08/31/2026

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision If revision, select appropriate letter(s): * Other (Specify):
* 3. Date Received: 02/02/2026	4. Applicant Identifier:
5a. Federal Entity Identifier:	5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Spokane	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 91-6001280	* c. UEI: [redacted]

d. Address:

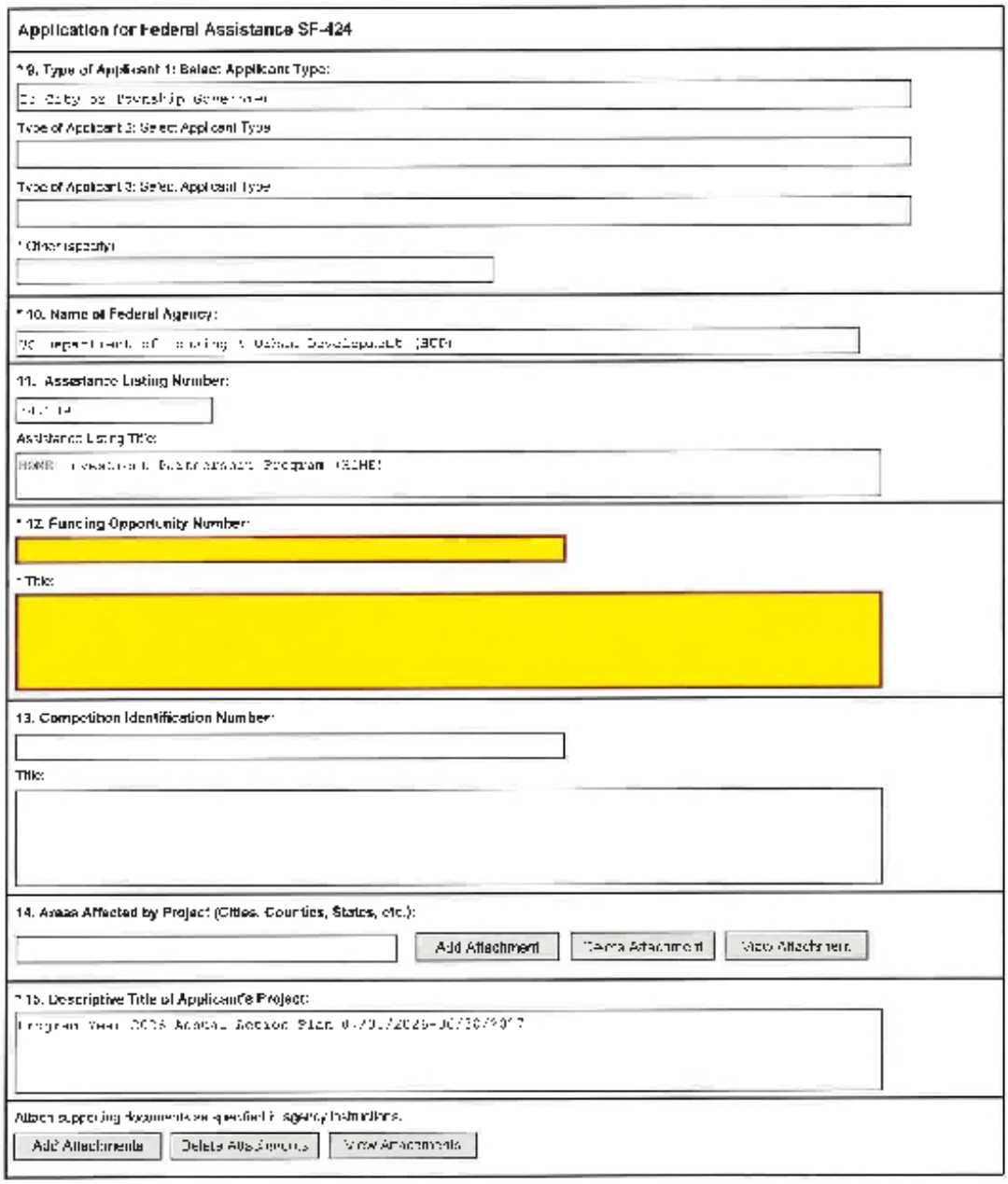
* Street1:	808 W. Spokane Falls Blvd.
Street2:	
* City:	Spokane
County/Parish:	
* State:	WA: Washington
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	99201-0174

e. Organizational Unit:

Department Name: Housing and Homeless Services	Division Name: Housing and Human Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	* First Name: [redacted]
Middle Name:	
* Last Name: [redacted]	
Suffix:	
Title: Program Manager, Housing & Community Develop.	
Organizational Affiliation:	
* Telephone Number: 509625-6078	Fax Number:
* Email: hpage@spokanecity.org	



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type

Type of Applicant 3: Select Applicant Type

* Other (specify)

* 10. Name of Federal Agency:

11. Assistance Listing Number:

Assistance Listing Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

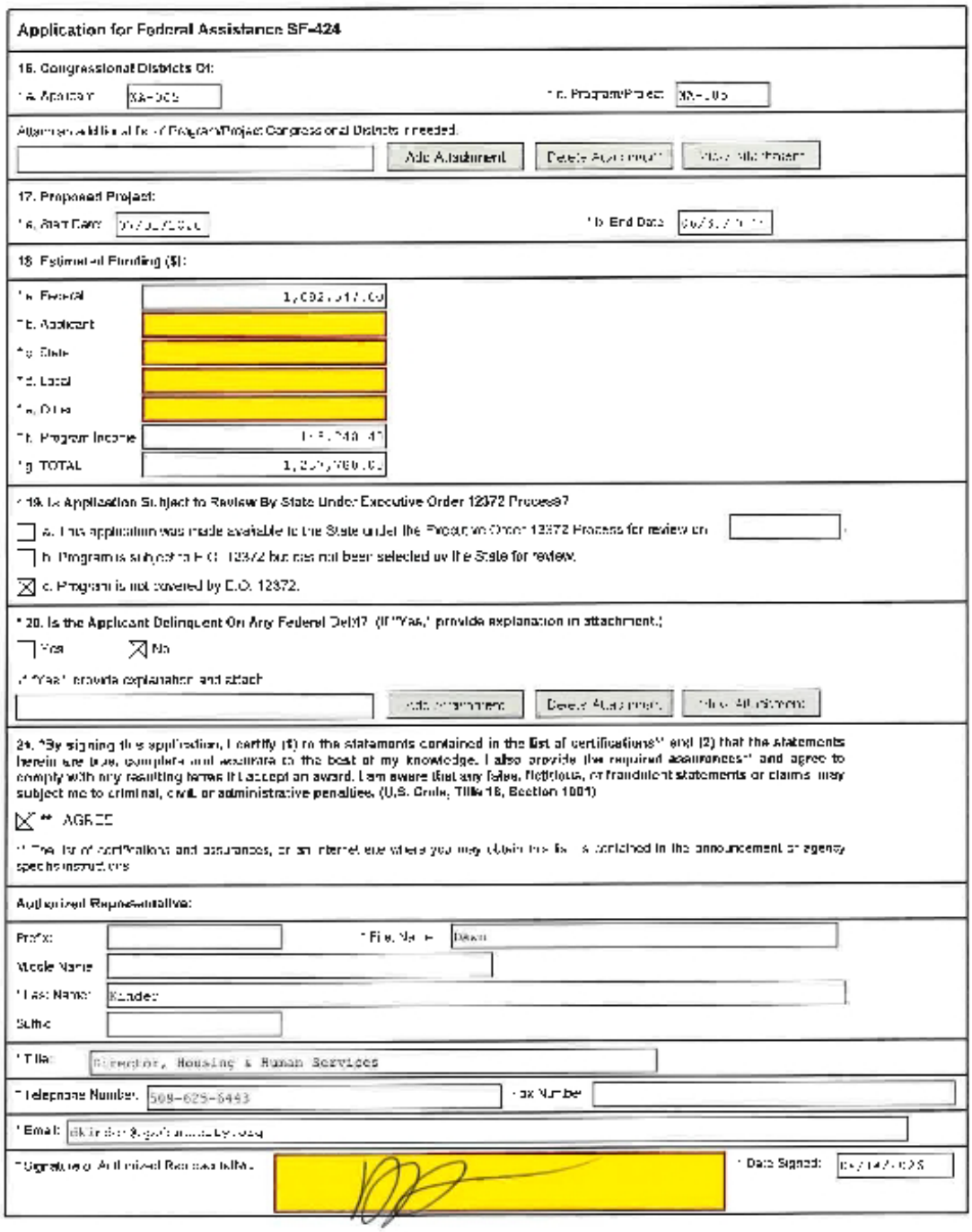
14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: XX-XX

* b. Program/Project: XX-XX

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2026

* b. End Date: 06/30/2027

18. Estimated Funding ($):

* a. Federal	1,092,317.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	168,340.47
* g. TOTAL	1,260,657.47

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes" provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Dawn
Middle Name:	
* Last Name:	Kander
Suffix:	
* Title:	Director, Housing & Human Services
* Telephone Number:	509-625-6443
Fax Number:	
* Email:	dkander@spokanecity.org
* Signature of Authorized Representative:	
* Date Signed:	05/14/2026

OMB Control No: 2506-0117 (exp. 09/30/2021)

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 12/23/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form in which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant

*Authorized Representative Name:

Prefix: | *First Name: Dave

Middle Name:

*Last Name: Binder

Suffix:

*Title: Director, Housing and Human Services

*Applicant Organization: City of Spokane

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance. Or if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 9, the Americans Disabilities Act (42 U.S.C. §§ 12101 et seq.) and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except: if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100 which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin and will affirmatively further fair housing, except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature:

*Date: [illegible]

Form HUD-424-B (02/23)

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/15/2026		
Clerk's File #	RES 2026-0032		
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	KEVIN 509-625-6184	**Requisition #**	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BROADWAY FOODS & LAUNDROMAT TIF FUNDING		

Agenda Wording

A resolution approving the use of $237,057 of West Quadrant TIF funding to repay the Broadway Foods and Broadway Laundromat for the installation of public infrastructure as part of their now-completed redevelopment and infill development project.

Summary (Background)

The West Quadrant TIF was set up to capture some of the property tax revenue around Kendall Yards and apply it to public infrastructure projects that benefit the surrounding neighborhoods. This Resolution, if approved, would authorize staff to negotiate a repayment agreement between the City and the owners of the Broadway Foods and Broadway Laundromat and ultimately to pay up to $237,057 in existing TIF funds for the purposes of repaying the owners for costs related to installing important pedestrian, street, and utility infrastructure adjacent to their properties. The Neighborhood Projects Advisory Committee met regarding this topic October and November 2025. In January 2026 the NPAC voted unanimously to recommend City Council approve the expenditure.

What impacts would the proposal have on historically excluded communities?

West Central includes many residents from historically excluded communities. This proposal would provide necessary services and employment in this neighborhood.

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

No long-term tracking or analysis is required or proposed under the TIF program aside from the normal financial and tax tracking reported in the Annual Report.

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

As program management initiates through the Planning & Economic Development department, annual performance of this program will be recorded and incorporated into the annual report prepared for the West Quadrant TIF and distributed to all stakeholders and the public.

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

The proposal is in line with the City's economic development programs and strategies and represents a key opportunity for the tax revenue generated, in part, by the redevelopment of the Kendall Yards area and surrounding neighborhood to benefit neighborhood residents, increasing food availability, jobs, and services in the neighborhood.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 237,057
Current Year Cost	$ 237,057
Subsequent Year(s) Cost	$ 0

Narrative

TIF Funds are repayment for public infrastructure to be installed or already installed. No additional costs are expected or required. All funds paid from received TIF property tax revenues.

Amount		Budget Account
Expense	$ 237,057	# 3501- 36230- 51010- 54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source One-Time

Funding Source Type Taxes

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

Yes—the TIF will continue through 2032 (or 2046 if the County ratifies the updates in Ord C35879). Revenue this year alone will exceed the amount of this payment proposal by more than twice.

Expense Occurrence

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

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

Distribution List	
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RESOLUTION 2026-0032

A resolution setting forth the City Council's approval and endorsement of funding for Broadway Foods and Broadway Laundromat from the Neighborhood Projects area of the West Quadrant Tax Increment Financing district. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing ("WQTIF") district, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee ("NPAC") to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects, pursuant to their purpose under Resolution RES 2007-0101; and

WHEREAS, the NPAC met on October 1, 2025 to hear a new request from the owners of Broadway Foods and the Broadway Laundromat for $174,714 in TIF funds for reimbursement for costs related to installing public infrastructure on two properties in the West Central neighborhood; and

WHEREAS, it was determined during staff due diligence that an additional $7,073 in costs related to a rental truck required to hold a power pole in place during construction qualified for potential TIF funding; and

WHEREAS, the NPAC has determined that the related improvements, including the rental truck costs, are within the WQTIF boundary and represent the types of projects the WQTIF funds may fund as described by ordinance C34032, and amended by ordinance C35879; and

WHEREAS, at their January 7, 2026 meeting the NPAC voted unanimously to recommend the City Council approve the use of funds for the proposed project in the amount of $181,787; and

WHEREAS, the City estimates that increment revenues to the WQTIF this year will be approximately $814,685, in addition to the $2,356,568 currently on hand for that account, an amount sufficient to pay the request outright;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses funding to be provided to the owners of Broadway Foods and the Broadway Laundromat from the WQTIF for the purposes of repayment of costs related to installation of public infrastructure in the WQTIF district; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through the Planning & Economic Development department, and any other applicable staff, to execute the appropriate contracts and related documents without further action by the City Council.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

STAFF REPORT

Broadway Foods & Laundromat TIF Funding Request

Project 26-014TIFS in the West Quadrant Tax Increment Financing District

Date: April 15, 2026

Action: Council Resolution & Contract

Applicant: Jolly Ghebreab, Owner
Broadway Foods & Broadway Laundromat

Requestor: Kevin Freibott, Senior Planner
Planning & Economic Development Department
kfreibott@spokanecity.org

Executive Summary

Having completed construction and redevelopment of two parcels on Broadway in West Central, the applicant applied to the City for reimbursement of public infrastructure installed as part of the overall redevelopment of those parcels from West Quadrant Tax Increment Financing district (WQTIF) funds. As part of their larger project to redevelop the parcels and restore both food availability and laundry services to the neighborhood, the applicant installed several public improvements like sidewalks, frontage improvements, and other features necessary to ensure pedestrian safety and circulation. This effort included work not strictly required by the City, but rather impelled by the applicants own desire to do right by their neighbors (e.g. the moving of large power poles situated in the center of sidewalks).

The Neighborhood Projects Advisory Committee (NPAC) is an official City Committee responsible for advising City Council as to funding priorities and requests related to the West Quadrant TIF, specifically the Neighborhood Projects area comprising those parts of the TIF district outside Kendall Yards. The NPAC received a presentation from the applicant at their regular October 2025 meeting, continued to hear updates and discuss the project at their regular November 2025 meeting, and in January 2026 voted unanimously to recommend council approve the funding request.

Following the NPAC recommendation, staff is requesting a Council Resolution approving the use of the TIF funds and authorizing staff to negotiate and execute a contract with the applicant for the repayment of costs directly related to the provision of public improvements in the amount of $181,787. Sufficient funds exist in the TIF fund now to pay this amount in full upon execution of a Repayment Agreement.

Staff recommends approval of this proposal.

Applicant's Request

The applicant is a local retail store owner and small-scale developer who has successfully built and operated convenience stores and other services in the TIF vicinity. The applicant is well-known by the neighborhood at large and has received overall support from the Neighborhood Council and others for his efforts to improve the neighborhood.

The applicant has spent the last few years redeveloping two parcels, one on each side of Broadway in the West Central neighborhood on the east side of Nettleton, the location of which is shown in **Exhibit A**. As part of those two projects, significant work was needed in the City's right-of-way (ROW) including:

- Sidewalk demo/reconstruction;
- Curbs and curb cuts;
- Export of excess soil;
- New driveway;
- New/improved utility connections;
- Alleyway repaving;
- Relocation of power poles;
- Planting of street trees;
- Landscaping; and
- Signage.

The total cost for all these efforts was $79,195 for the Broadway Foods property and an additional $95,519 for the Broadway Laundromat property, totaling $174,714. This amount represents the applicants' original request.

During deeper analysis of their proposal by staff, and via questions asked by NPAC at their October 2025 meeting, it was discovered that the applicant also had to pay for a rental truck to hold an Avista power pole for months while the project was built—ensuring that power service was maintained to the neighborhood while the pole was relocated. As this pole was located in the ROW and represented public infrastructure, NPAC felt that cost also warranted repayment. Accordingly, the applicant's request was increased by $7,073.19 to $181,787.

Also during this time, staff discovered that the project had paid $55,570 in permit fees directly related to work conducted in the City ROW (e.g. from utility connection work, etc.). NPAC felt these fees should be reimbursed as well, as they represented normal costs related to construction of public improvements. However, upon review, City legal felt these costs were not valid TIF improvements and thus the total amount remains at $181,787.

All pertinent materials submitted by the applicant are attached to this staff report as **Exhibit B**.

The Proposal and the West Quadrant TIF Ordinances

The West Quadrant TIF was enacted by Ordinance C34032, adopted by City Council May 14, 2007. The TIF district comprises parts of the West Central, Riverside, and Emerson/Garfield neighborhoods. The West Quadrant TIF itself exists in two parts, the Kendall Yards area and the Neighborhood Projects area. The Kendall Yards project, the original impetus for the TIF, includes all properties owned and developed by Greenstone Homes as part of the Kendall Yards project. The Neighborhood Projects area comprises all parts of the adopted TIF that lie outside Kendall Yards. (See **Exhibit A**). Funds generated by the neighborhood projects area are required to be paid to projects within that same area. Kendall Yards revenues are only used to pay for improvements within Kendall Yards itself.

Under the original Ordinance, a series of "neighborhood projects" were identified along with approximate costs and the various public improvements to be included in each.

Following a change in state law that added permanently affordable housing to the list of allowed public improvements[1], City Council adopted Ordinance ORD C35879 amending the TIF. That Ordinance struck the former list of neighborhood

[1] *See RCW 39.89.020.*

projects and instead deferred to the state definition of public improvements to guide future TIF funding. All the improvements listed in the "Applicant's Request" section above represent items defined as Public Improvements by RCW 39.89.020.

NPAC Consideration and Action

NPAC received a presentation on the request on October 1, 2025 and asked questions of the applicant. Additional questions were asked at NPAC's November 5, 2025 meeting. There was no December NPAC meeting. During their January 7, 2026 meeting NPAC asked a few more questions before a committee member made the following motion:

> ***Motion:*** *Recommend City Council approve the use of TIF funds in the amount of $237,057.26 in public improvement costs, asking staff to continue to explore whether the $55,270.07 in permit fees can be funded by the TIF[2], and paying the $55,270.07 only if the City can find that those are legal TIF reimbursements. This motion is made because:*
>
> *(1) Funds would go to known businesses serving the neighborhood;*
>
> *(2) The projects provide food availability in an area felt to be lacking those resources;*
>
> *(3) The projects provide needed employment in the neighborhood;*
>
> *(4) The projects redeveloped infill lots previously left dilapidated and under-maintained by previous owners; and*
>
> *(5) The projects would fund improvements that enhanced pedestrian and transportation safety in this location.*

Following a roll-call vote of voting members, the NPAC voted unanimously to approve the motion, after which staff prepared to bring the item to City Council.

Of note, Staff has not found any valid argument to date that permit fees can be reimbursed by TIF funds—thus the effective recommendation of the NPAC stands at an amount of $181,787.

Financial Status of the TIF

As of April 1, 2026, the neighborhood projects account stands at a positive balance of $2,356,568. Of those funds, several projects are underway and will likely be paid within the next year. These include prior approvals for the West Central Infrastructure Project, some quick-build work for 27 by 2027, and the Native project, totaling an encumbrance of $544,588. Subtracted from the cash on hand, that leaves $1,811,980 in the fund currently.

The TIF is ongoing and generates increasing amounts of revenue each year. The current forecast for TIF revenue in 2026 is $814,685, bringing the amount available for use this year to $2,626,665, more than sufficient to fund this request as well as the other request[3] currently pending for Council review and approval.

Current Cash on Hand:	$2,356,568
Encumbered Funds:	($544,588)
Forecast 2026 Revenue:	$814,685
Total Unencumbered Funds for 2026:	$2,626,665

According to the above calculations, staff asserts there is little chance that meeting the proposal's request for funds will negatively impact the TIF or its ability to continue to fund other projects, both approved projects and those that might come later.

Requested Council Action

Pursuant to the NPAC recommendation, Staff has provided a draft Council Resolution authorizing:

- *Use of $181,787 in West Quadrant TIF neighborhood projects funds for repayment to Broadway Foods and Broadway Laundromat for the installation of public infrastructure; and*

[2] *For clarification: the $55,270.07 was included in the overall amount of $237,057.26 mentioned in the motion, NOT in addition to it.*

[3] *Project 26-014TIFS, Broadway Foods and Laundromat.*

- *Staff to execute a Reimbursement Agreement between the City and Broadway Foods for the allocations of the funds with no further Council action required.*

A draft Resolution authorizing these actions is attached as **Exhibit C**.

Support for the Proposal

Several letters of support were provided to the City along with the application, from:

- Katie and James Salisbury – local residents
- Reverend Katy Shedlock – local resident
- Kate Burke – Exec. Director of River City Youth

These letters are attached along with the other application materials in **Exhibit B**.

Staff Recommendation

For the reasons outlined above, given the overall health of the TIF and the recommendation of NPAC, *staff recommends City Council approve the request.*

List of Exhibits:

Exhibit A: Project Location in the WQTIF
Exhibit B: Applicant Materials
Exhibit C: Draft Council Resolution

West Quadrant TIF and the Kendall Yards Subarea

Drawn April 07, 2026 by the Planning & Economic Development Department

Neighborhood Projects Area

Kendall Yards Subarea

Approximate Project Location

Buildings

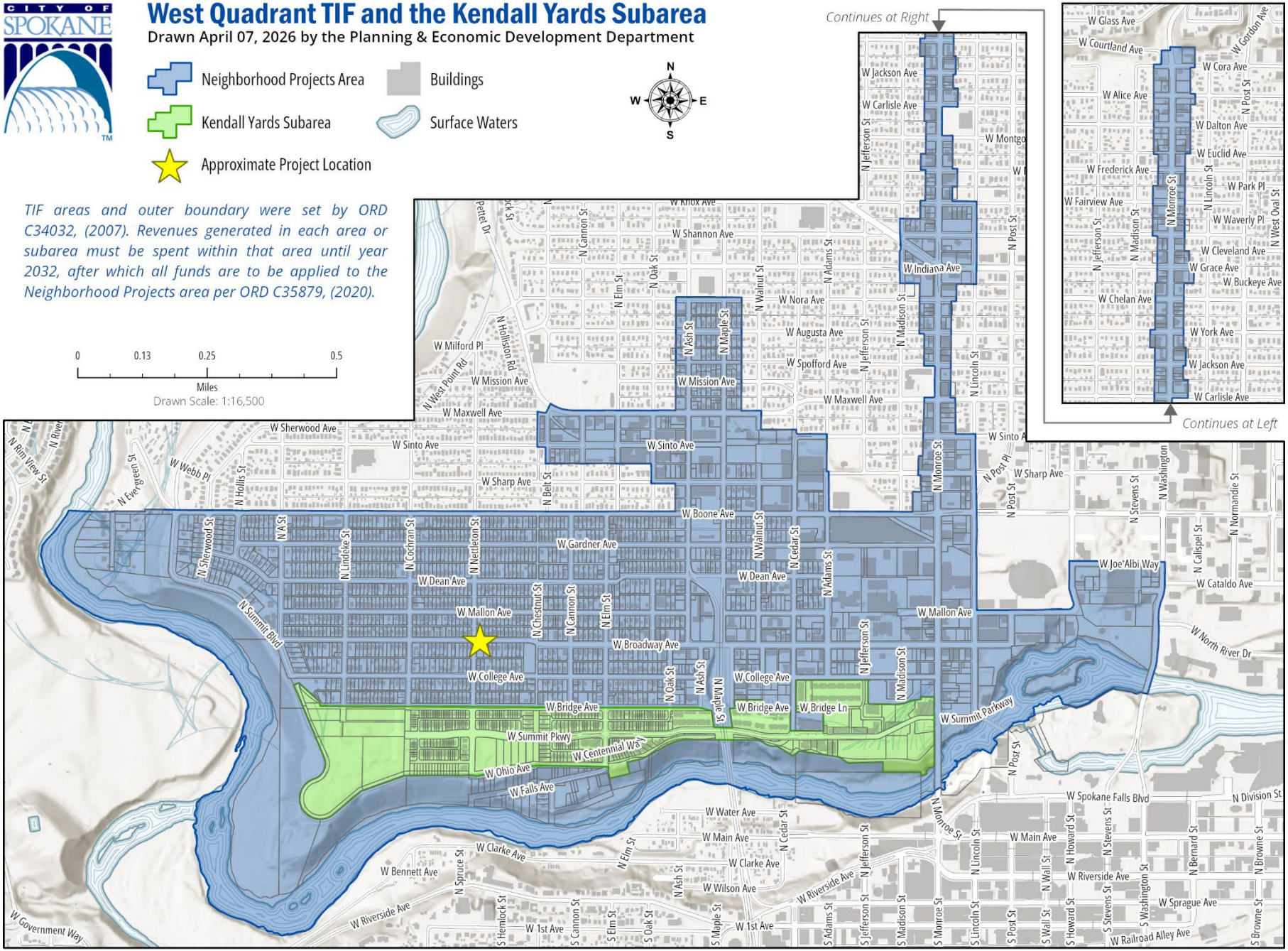
Surface Waters

TIF areas and outer boundary were set by ORD C34032, (2007). Revenues generated in each area or subarea must be spent within that area until year 2032, after which all funds are to be applied to the Neighborhood Projects area per ORD C35879, (2020).

0 0.13 0.25 0.5

Miles

Drawn Scale: 1:16,500



Drawn By: Kevin Freibott, Planning & Economic Development, kfreibott@spokanecity.org

Path: H:\Planning\Programs_Long_Range\GIS Mapping Program\West Quadrant TIF\West Quadrant TIF.aprx

Project 26-014TIFS, Broadway Foods & Laundromat TIF Funding Request

Exhibit B to the Staff Report

Application Materials and Letters of Support

General Application

Rev.20240311E

Description of Proposal

Requesting for pedestrian a high intensity activated crosswalk (HAWK) Signals on Broadway Ave. and Nettleton St. cross section due to high traffic.

Also requesting reimbursement for developer-paid, City-owned infrastructure at the cross-section of Nettleton and Broadway. Total amount requested is $174,714 for new sidewalks, curbs, driveways and ramps, alley

Address of Site Proposal
(if not yet assigned, obtain address from Development Services Center [509-625-6300] before submitting application):
2229 & 2228 West Broadway Ave Spokane WA 99201

Applicant

Name: Boone Express LLC

Address: 2040 W Boone Ave Spokane WA 99201

Phone: 509-326-6309/ cell 571-228-7816 Email: ghedlesons@gmail.com

Property Owner

Name: Boone Express LLC

Address: 2040 W Boone Ave. Spokane WA 99201

Phone: 509-326-6309 cell 571-228-7816 Email: ghedlesons@gmail.com

Agent

Name: N/A

Address:

Phone: Email:

Assessor's Parcel Numbers: 2228 W Broadway 25132.0829 and 2229 W Broadway 25133.0101

Legal Description of Site: Broadway Laundromat and Broadway Foods

Size of Property: 2228 W Broadway is 2,665 Sq.F 2229 W Broadway is 10,530 Sq.F including basement

List Specific Permits Requested in this Application:

Not required already issued and work is done

Submitted By:

Boone Express LLC

☐ Applicant ☑ Property Owner ☐ Property Purchaser ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, Jolly Gebreab, owner of the above-described property, do hereby authorize N/A to represent me and my interests in all matters regarding this application.

Acknowledgment

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____ day of _____, 20_____ , before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

_____

Notary Public in and for the State of Washington, residing at

_____

Request for TIF Funding
DRAFT Application

Rev.20250909

In addition to the General Application, requestors for funding from the West Quadrant TIF must fill out the following form and provide it to the Planning & Economic Development Department for review and submittal to the Neighborhood Project Advisory Committee. Supplemental sheets may be attached for longer answers.

PROJECT DETAILS:

Please provide the following information regarding the overall project to which this project relates. If no larger project exists, please provide as much information as possible.

Project Name: Broadway Foods & Broadway Laundromat

Project Address or General Location: 2229 & 2228 W Broadway Ave. Spokane WA 99201

Construction Dates (or Estimate): Starts (mm/yy) 01/2025 Ends (mm/yy) 06/2025

Total Cost of Project* (Approx.): $ Click or tap here to enter text. Total Requested from TIF: $ 174,714

Other Public or Private Funding for this Project (if any) and Approximate Amounts: funded through private debt & equity

**Please attach itemized cost estimates for improvements to be funded by the TIF, if available.*

PROPOSAL DESCRIPTION:

Please describe the overall project: Infrastructure improvements were required in order to develop two corners of the Nettleton-Broadway intersection and provide critical commercial/retail services to the neighborhood. eveloper-paid, The developer paid for City-owned infrastructure at the cross-section of Nettleton and Broadway, including: new sidewalks, curbs, driveways and ramps; alley pavement, upgraded utility connections, electric pole relocations, and city landscaping.

Features you hope to fund with TIF funding (check all that apply):

☐ Affordable Housing	☒ Streets & Curbs	☒ Sidewalks
☐ Crosswalks	☒ Signage & Signals	☒ Landscaping
☒ Street Trees	☐ Lighting/Streetlights	☒ Utility Connections
☒ Utility Lines	☒ Planning/Design	☐ Maintenance/Operations

☒ Other: Nettleton St. alley asphalt behind both the grocery store and laundromat

Partner Agencies or Organizations Affiliated with this Project: Click or tap here to enter text.

Related City Projects or Programs (if any): West Central Infrastructure Project: a crosswalk at Nettleton and Broadway has been identified as a priority for the neighborhood and the NPAC. It is not included in the costs of this application, but we are also requesting this project be moved up in priority. The new businesses will increase foot traffic, particularly of families, and we are concerned about visibility for pedestrians at this intersection. Please prioritize a crosswalk WITH FLASHING LIGHTS/SIGNS at this intersection.

COMMUNITY ENGAGEMENT:

Neighborhood Councils You Have Contacted Regarding This Proposal:

☐ Riverside ☒ West Central ☐ Emerson/Garfield

☐ Other: Click or tap here to enter text.

Presentations You Have Given to Neighborhood Councils Regarding This Proposal *(provide future dates if presentations are scheduled but have not yet occurred)*:

Riverside (Dates): Click or tap here to enter text. West Central (Dates): 3/13/24, 10/8/25

Emerson/Garfield (Dates): Click or tap here to enter text.

Other Engagement You Have Undertaken on this Project: We presented the project on 3/13/2024 to the West Central Neighborhood Council and received unilateral support and enthusiasm. We will present our request for TIF funds, specifically, at the next council meeting: 10/8/25.

SUPPLEMENTARY QUESTIONS:

Please attach a sheet or sheets answering the following general questions to the best of your knowledge and understanding. These questions, while general in nature, will help the Neighborhood Project Advisory Committee understand your project's value, needs, and contribution to the community and your project's relationship to the TIF's intended purpose.

1. Describe the problem, challenge, and/or opportunity your project is hoping to address.
2. Describe why TIF funds are essential/needed for this project.
3. Describe the end users and/or customers of your project. Who will be impacted by your project (positively as well as negatively) and how.
4. How might your project affect the health and safety of the neighborhood and the wider community?
5. Describe the short- and long-term economic benefits of your project, including any benefits to the immediate neighborhood as well as the larger community surrounding your project. Please submit documentation if any exists.
6. Describe how your project might benefit the surrounding neighborhood in other ways. Topics to consider are historic preservation, arts and creative outlets, job creation, affordable housing, infill (development in vacant lots, dilapidated properties), recreational access or amenities, and transportation safety or connectivity.
7. How does your project relate to the City's Comprehensive Plan? Identify any concepts in the Comprehensive Plan that relate to your project, including any goals or policies related to your project. (see www.shapingspokane.org)
8. Please attach any relevant site plans or drawings for your proposed project, preferably showing which improvements are to be TIF-funded.

SUBMITTED BY:

Name (PRINT): Jolly Ghebreab

Signature: _____ Date: 09/26/2025

☐ Applicant ☒ Property Owner ☐ Property Purchaser ☐ Agent

DRAFT

SUPPLEMENTARY QUESTIONS

1. Describe the problem, challenge, and/or opportunity your project is hoping to address.

Slightly west of downtown and the only neighborhood to be surrounded by the Spokane River, West Central was once a thriving middle-class suburb with a deep sense of place. Home to notable landmarks such as the old Natatorium Park and the County Courthouse, residents were served by many small shops within the neighborhood and were connected to the rest of the city via trolly car. However, the area has seen economic decline, property neglect, and social challenges since the 1970's. Over the years, many properties fell into disrepair and crime, poverty, and infrastructure issues became more pronounced.

Earlier efforts to convert historic properties into small multifamily homes now provide much needed affordable housing to many of Spokane's poorer residents. In recent history, single family zoning regulations prevented additional small businesses from establishing themselves. As a result, the neighborhood lacks amenities within walking distance. Development in the southern portion of the neighborhood (Kendall Yards) has led to improvements, but also raises concerns about gentrification, which now threatens the diversity and fabric of the neighborhood.

Despite the disrepair and recent grim history, the community's strength lies in its diversity (both socioeconomic and cultural) and numerous community assets. These include multiple faith-based communities, a community center, a healthcare facility, a performance space, a large garden, several commercial storefronts, and the resilient spirit its residents. The people who call West Central home are the people who keep our city thriving and diverse: service providers, retail workers, nonprofit organizers, teachers, artists, pastors, entrepreneurs, retirees, disabled, veterans, families, homeowners, and renters. The homes are a mixture of historic and modern; rehabbed and dilapidated.

There is a notable divide between the amenities and identities between Kendall Yards and West Central residents. This divide highlights the following three challenges in the neighborhood:

Challenge 1: Equitable access to healthy nutrition

The retail and commercial offerings in Kendall Yards have developed to serve the wealthier citizens in the community. Many poorer residents still rely on neighborhood retailers who are easy to walk to for inexpensive supplies. Nutritious food options are limited. In addition

SUPPLEMENTARY QUESTIONS

to the two convenience stores, retail options are: breweries/bars, an ice cream shop, and a bakery. There is no true grocery store.

Solution: The owners of the two primary stores that serve citizens in West Central have heard the call for a healthier product at a site that feels safe for families and individuals to access (i.e. NOT a 24/7 convenience store vibe).

Challenge 2: Laundry and Sanitation

West Central is comprised of both homeowners and renters who live with aging infrastructure and old buildings in various states of disrepair. Many small, converted homes do not have laundry facilities for tenants.

Moreover, many people who are housing insecure in West Central do not have an easy way to keep clean. The ability to wash one's clothes has important outcomes to health, employment, and psychological well-being.

Solution: These local business owners have built a laundromat across the street from the new grocery store. The closest laundromat is in the north part of West Central on Ash and Nora on a busy, car-oriented street. The new laundromat at Broadway & Nettleton is in the heart of the neighborhood, next to a food bank, and directly in front of a bus stop that connects the neighborhood to downtown. Parking is also available onsite. The establishment is extremely accessible to the diverse needs of the community.

Challenge 3: Uniting Kendall Yards and West Central under the shared identity of "neighbors".

There is a psychological divide between the two neighborhoods that is exacerbated by the challenges of physical connectivity. The expensive, new construction homes of Kendall Yards are a stark contrast to the historic and oft dilapidated homes in the rest of West Central that encompass a greater socioeconomic range. The infrastructure reflects this divide: there are only two intersections that connect the neighborhoods. Broadway Foods and the Laundromat are located on one of them.

In numerous ways, Kendall Yards has been an enormous benefit to the WC area of the city. However, it has also been a factor in speeding up gentrification and property speculation in the WC neighborhood.

Jolly Mart and Bongs are two well-established convenience stores in the center of West Central. The owners work behind the counter regularly and have built trusted relationships

SUPPLEMENTARY QUESTIONS

with the area's residents and are well-situated to understand the day-to-day struggles of the community. In response to deep listening, they are building a laundromat and grocery store at the Nettleton-Broadway intersection where the old Broadway Foods used to exist. This intersection is a unique opportunity for commercial/retail that serves BOTH neighborhoods. It offers an opportunity to bridge the physical and psychological divide by providing common amenities and a space for community gathering.

2. Describe why TIF funds are essential/needed for this project.

The two businesses can only be built if the required offsite infrastructure improvements are installed for both corners of the intersection. The project developers are small business owners with a long history of serving West Central and a track record of listening to the neighborhood. They are constantly seeking ways to leverage their investments for additional benefit to the community. The improvements are costly, and every dollar saved on infrastructure results in improved amenities for the neighborhood. Furthermore, using TIF funds in this project is an opportunity to showcase the TIF's goals of catalyzing economic development in an area that is the lynchpin between Kendall Yards and greater West Central.

3. Describe the end users and/or customers of your project. Who will be impacted by your project (positively as well as negatively) and how.

Broadway Foods will serve residents in both neighborhoods (Kendall Yards and West Central) with necessary grocery items, produce, and hot foods, as well as provide a seating area where residents can linger and mingle. The other grocery offerings are Bongs and Jolly Mart (West Central), which are in the style of "convenience stores", or My Fresh Basket (Kendall Yards). The current convenience stores are not set up for a robust produce line or ready-made fresh food, and the owners have noted that the style of the stores and merchandise selection serve as a deterrent to families. My Fresh Basket, a full-service grocery store with a deli, is an excellent amenity for residents in Kendall Yards and downtown, but it is too expensive for most residents in West Central. Broadway Foods seeks to provide a "middle option"- affordable, accessible, and healthy for all residents and their families.

Assuming that Kendall Yards homes are equipped with laundry amenities, the Laundromat will likely serve more WC residents and those who need larger machines to wash bedding,

sleeping bags, etc. The laundromat shares an alley with a local food bank and could be a helpful resource for the people they serve.

The laundromat was recently a vacant lot, while the lot across the street was home to the old Broadway Foods building which was vacant and boarded up. Vacant and dilapidated properties are known to attract nuisance activity; the reactivated spaces will encourage community traffic and discourage vandalism or other clandestine behavior. As these corners attract business, increased foot and car traffic may impact direct neighbors, but the owners have already worked to build relationships with those residing around the new development, and there is generally positive feedback.

4. How might your project affect the health and safety of the neighborhood and the wider community?

This project has positive, direct impacts to the health and safety of the neighborhood:

- **Time and Money Savings:** New, accessible services reduce household time and cost to travel outside of the neighborhood, providing concrete monetary and time savings, especially for low-income households.
- **Nutrition and Food Justice:** The grocery store will provide quality, fresh food items in an area that lacks this amenity. Moreover, it serves residents without requiring access to a car to drive to the store.
- **Services and Sanitation**: The laundromat will provide a local amenity to residents, particularly those who are low-income or housing insecure, so that they can be clean. Easy access to sanitation amenities has especially positive impacts on marginalized and/or poor communities' health and employment outcomes.
- **Jobs and Youth Development:** New businesses in the neighborhood also mean new job opportunities for residents, including youth, that results in immediate wage recirculation locally. West Central and Kendall Yards already have programs that invest in youth development (River City Youth, Spark Central). Local entry-level job opportunities for young people teach skills like customer service, money handling, and responsibility which improve employability.
- **Revitalize Blight:** These blocks were recently vacant and dull; the new businesses will be frequented by neighbors and workers, providing active, positive engagement with and regular maintenance to the area.

SUPPLEMENTARY QUESTIONS

- **Accessibility and Safety**. West Central has struggled with walkability and traffic safety, especially along arterials. Providing amenities within walking distance with enhanced sidewalks, better crosswalks, bike parking, and bus stop amenities around the site will enhance overall connectivity and safety.
- **Community Identity:** Positive health outcomes are linked to a strong sense of community. Gathering spaces like laundromats and local shops often become informal social hubs, strengthening neighborhood ties that support safety and collaboration.

5. Describe the short- and long-term economic benefits of your project, including any benefits to the immediate neighborhood as well as the larger community surrounding your project. Please submit documentation if any exists.

In the short term, the project generates jobs, boosts local spending, and reduces household costs. Cashiers, stock clerks, and laundry attendants provide new employment opportunities for neighborhood residents. Staff are likely to live nearby, meaning much of their income stays within the neighborhood economy. Residents save time and money by accessing groceries and laundry within walking distance, lowering transportation expenses and freeing up income for other uses.

In the long term, the reactivation of this corner creates a resilient neighborhood economy with ripple effects that strengthen the larger community—through better employment, improved property values, healthier residents, and more equitable access to essential services. Moreover, investment often begets more investment. Demonstrating that a small business cluster thrives can draw interest from financial institutions, housing developers, and additional businesses.

For the immediate neighborhood this looks like a stable employment base, increased property values, and neighborhood vitality as access to amenities like groceries and laundry facilities makes the area more desirable, boosting real estate values and local tax revenues.

These businesses can also be an “anchor” for other small businesses. Many case studies in neighborhood revitalization show that, once foot traffic increases, other enterprises (cafés, barbershops, childcare providers) often open nearby, creating a “neighborhood hub.” Finally, the immediate neighborhood may see a stronger local spending loop as

SUPPLEMENTARY QUESTIONS

residents spend more within walking distance rather than taking money out of the community by shopping further away.

The economic benefits to the larger community include:

- An economic multiplier effect where wages, profits, and local supply purchases circulate beyond the immediate block, supporting regional farmers, distributors, and service providers.
- Reduced transportation burden as lower car usage means fewer traffic-related costs to the city (wear on roads, parking demand) and potentially lower emissions.
- Food access and equity improvements: Grocery stores in underserved areas help address food deserts, improving long-term health outcomes that reduce public healthcare costs.

6. **Describe how your project might benefit the surrounding neighborhood in other ways. Topics to consider are historic preservation, arts and creative outlets, job creation, affordable housing, infill (development in vacant lots, dilapidated properties), recreational access or amenities, and transportation safety or connectivity.**

A neighborhood grocery and laundromat aren't just services—they're social infrastructure. They preserve culture, nurture creativity, provide dignity in everyday routines, and knit together housing, recreation, and mobility in ways that elevate quality of life across all socioeconomic groups. For West Central, these amenities can knit together arts, housing, transportation, and recreation in a way that builds pride and stability without displacing long-term residents. There are profound opportunities to partner with current neighborhood assets- other businesses, youth organizations, and community groups- to amplify their impact. In this way, these businesses become both practical amenities and symbolic investments in the neighborhood's future.

- **"Third-Space":** A small grocery or laundromat often doubles as an informal "third space" where community art can be displayed—murals, rotating exhibits, youth art projects, or cultural storytelling. Laundromats, in particular, can provide waiting time—an opportunity for creative programming like book swaps, art workshops, or music nights. Public art around the building (murals,

SUPPLEMENTARY QUESTIONS

sculptures, mosaics) can beautify the streetscape and deter vandalism, and the project owners are already in discussion about mural opportunities for the buildings.

- **Work-Life Balance:** Beyond income, local jobs provide stability and reduce the need for long commutes, strengthening work–life balance. Many West Central residents rely on public transit or walking; a neighborhood-based job cuts down commuting barriers. Moreover, local hiring fosters pride and makes the grocery and laundromat feel like "our place" rather than an outside business imposed on the neighborhood.
- **Supports Affordable Housing:** These businesses also support affordable housing. Neighborhood amenities like groceries and laundromats make existing affordable housing more viable and attractive by reducing "amenity deserts." West Central is one of Spokane's lower-income neighborhoods, with significant numbers of renters. Proximity to daily necessities means households without cars save money and stress, making housing affordability stretch further.
- **Resilient Community:** Filling a vacant or blighted property with a community-serving use reduces crime and increases safety. West Central still has vacant lots and dilapidated properties. Repurposing them with community-serving businesses strengthens the neighborhood's fabric. Infill reduces the "gaps" along pedestrian corridors, making streets feel safer and more inviting to walk, and it sets a precedent for small-scale, incremental growth rather than large, gentrifying projects.
- **Recreational amenities:** By anchoring foot traffic, the development can support nearby parks, trails, and community centers, which are numerous in Kendall Yards and West Central.
- **Transportation**: By anchoring everyday needs locally and within walking distance, the project strengthens the argument for improved transit service and multimodal infrastructure throughout the neighborhood, benefiting the whole neighborhood.

7. How does your project relate to the City's Comprehensive Plan? Identify any concepts in the Comprehensive Plan that relate to your project, including any goals or policies related to your project. (see www.shapingspokane.org)

SUPPLEMENTARY QUESTIONS

A small neighborhood grocery and laundromat in West Central strongly align with Spokane's Comprehensive Plan goals — especially policies in Chapter 11 for complete neighborhoods, neighborhood-serving commercial uses, improved transportation access, and equity/anti-displacement — and it can leverage neighborhood planning processes and local infrastructure programs. The Plan promotes multimodal access (walking, biking, transit), and both the laundry and grocery are located along Bus 21. This increases mobility equity and reduces car dependence, matching City priorities.

This project furthers the vision and priorities of Chapter 11 for Neighborhoods in Comprehensive Plan including:

- N 2.2 Neighborhood Centers - Develop neighborhoods that enable citizens to live, work, shop, socialize, and receive other essential services within their neighborhood.
- N 2.3 Special Needs Ensure that neighborhood-based services are available for special needs and located in proximity to public transit routes in order to be accessible to local residents.
- N 2.4 Neighborhood Improvement Encourage revitalization and improvement programs to conserve and upgrade existing properties and buildings.
- N 4.5 Multimodal Transportation Promote a variety of transportation options to reduce automobile dependency and neighborhood traffic. N 4.6 Pedestrian and Bicycle Connections Establish a continuous pedestrian and bicycle network within and between all neighborhoods.

The project supports additional policies in Chapter 4 (Transportation) for neighborhood accessibility, Chapter 7 (Economic Development) as it relates to small business as well as Chapter 8 (Urban Design), and Chapter 10 (Social Health). Applicable policies include:

- TR 7 Neighborhood Access Require developments to have open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
- DP 2.12 Infill Development - Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.
- SH 4.1 Universal Accessibility - Ensure that neighborhood facilities and programs are universally accessible.

SUPPLEMENTARY QUESTIONS

- SH 8.3 Access to Fresh Produce - Develop incentive programs to encourage convenience stores – especially those located in areas with limited access to full-service grocery stores, to carry fresh produce.
- ED 3.5 Locally-Owned Businesses - Support opportunities to expand and increase the number of locally-owned businesses in Spokane.
- ED 3.6 Small Businesses - Recognize the significant contributions of small businesses to the city's economy and seek to enhance small business opportunities.
- ED 6.1 Infrastructure Projects - Promote infrastructure projects that enhance the city's quality of life and business climate.

8. Please attach any relevant site plans or drawings for your proposed project, preferably showing which improvements are to be TIF-funded.

Attachments:

- Site plans and landscaping with markups for Broadway Foods and Laundromat
- Offsites Costs (TIF-applicable)
- Invoice supporting documentation
- Letters of support from neighbors

Offsites

Work Performed	Broadway Foods	Laundromat	Total	Notes
Remove existing sidewalk & install new concrete w/prep and compa	$21,700	$23,000	$44,700	
Remove existing curb & install new concrete	$11,950	$11,500	$23,450	
Export all extra dirt (50% city)	$9,000	$0	$9,000	
New concrete driveway	$5,500	$4,500	$10,000	
5 Tie in new 4" domestic water	$9,000	$0	$9,000	This is all City-owned
Install water services		$12,000	$12,000	This is all City-owned
Prep & Install asphalt in alley	$12,000	$12,000	$24,000	Need CO for Laundromat - Jolly is working with contractor to get this
Replace and relocate Avista poles from center of sidewalks		$21,794	$21,794	
City Tree Permit	$375	$375	$750	
Street Trees (arborist)	$3,750	$3,750	$7,500	need invoice - Jolly is getting from landscaper
Landscaping - Labor & Materials	$4,100	$3,400	$7,500	
Asphalt Improvements over connections	$1,300	$3,200	$4,500	Need amounts for this
Parking Signage	$520		$520	
Total	**$79,195**	**$95,519**	**$174,714**	

Invoice

Avista Pole relocation	x	
Broadway Foods and Laundry Offsite Trees permit	x	
Broadway Foods & Laundromat site costs	x	
Broadway Signage invoice	x	
Street trees & landscaping - Broadway Foods	x	*Confirming these are only offsite costs*
Street Trees & landscaping - Laundromat	x	*Confirming these are only offsite costs*

Gmail

Jill Yotz <jillyotz@gmail.com>

Support for Jolly to Receive Available TIF Funds

1 message

Katie Salisbury <ksalisbu@gmail.com> Mon, Sep 29, 2025 at 9:52 PM
To: jillyotz@gmail.com
Cc: James Halttunen <jhalttun@gmail.com>

Hello Jill,

Nice meeting you at Emily's barbecue on Saturday!

Thank you for your work to support Jolly Ghebreab and his business ventures in the neighborhood. Emily mentioned that you are collecting letters of support for some TIF funds being able to go to infrastructure near his businesses. We're not sure if this is exactly what you're looking for, but we just want to voice our gratitude for Jolly and his work to provide high quality, affordable, fresh food in the neighborhood. We go to Jolly Mart multiple times per week for last-minute staples or treats, and they almost always have what we need. Our daughter has recently taken pride in being able to do these trips herself, but the only thing that gives us pause about this is her needing to navigate traffic to get there. Any sort of infrastructure improvements that make his businesses more accessible and safe for community members to get to is a public good, in addition to improving walkability and safety more generally. We think that a flashing crosswalk at Nettleton and Broadway is a great idea, and we would also support improvements across Boone at Chestnut.

Take care,
Katie and James

September 29, 2025

To the NPAC:

I am writing this letter in support of Jolly Ghebreab to receive reimbursement funds from the West Quadrant TIF.

I'm a resident of the neighborhood (I live at 1838 W Gardner) and I'm the pastor of the West Central Abbey on the corner of Elm and Dean. My congregation has been involved in numerous efforts to make the West Quadrant TIF more responsive to the actual needs of West Central. We led a successful campaign in 2019 to change Washington state law so that affordable housing could be an allowable use of TIF funds. We have also been involved in efforts over the years at the city level to have the TIF extended and expanded.

Jolly invests in West Central because he cares deeply about our neighborhood. Unlike other developers who have projects all over town, Jolly chooses to invest in West Central, despite the challenges. He hires neighborhood residents. He has even worked to find his employees housing when they were in danger of losing it. When residents said they wanted a laundromat, he changed his plans to incorporate what our neighborhood needs. Without Bong's and Jollymart, West Central would be entirely reliant on My Fresh Basket for groceries, a business that is far too expensive for most of our residents. The new Broadway Foods that he is bringing to life is exactly what our neighborhood needs.

If Jolly had a large staff, like other developers, perhaps he would have known to ask about the TIF in advance, but that's not his situation. Instead, when he went to go get the required permits, and was given a list of infrastructure improvements he'd need to make, he simply took on the cost of doing those things. As someone who has personally spent a great deal of time and effort to make the TIF work better for West Central, I cannot think of a better recipient of TIF funds than Jolly Ghebreab.

I hope the NPAC does the right thing in this situation and recommends full reimbursement from the TIF to Jolly for the infrastructure improvements he's made on the corner of Broadway and Nettleton.

Sincerely,

Rev. Katy Shedlock

September 30, 2025

Neighborhood Project Advisory Committee (NPAC)
City of Spokane

Dear Members of the NPAC,

I am writing as both a neighbor in West Central and as the Executive Director of River City Youth to express my strong support for using West Quadrant Tax Increment Finance (WQTIF) funds to install a flashing pedestrian crosswalk in front of the new Broadway Foods at Broadway Avenue and Nettleton Street, as well as to provide reimbursement for the sidewalk and greenscape improvements already completed at that site.

Broadway Foods, owned by Jolly Ghebreab, is a vital addition to our neighborhood. Jollys' investment in reopening this corner store brings much-needed food access to West Central residents, many of whom walk, bike, or rely on transit to reach their daily needs. The upgrades he has already made to the property (including new sidewalks, trees, and landscaping) improve the streetscape and set a high standard for neighborhood business investment. Supporting reimbursement for those improvements would recognize this private commitment while encouraging future investment in our community.

Equally important is the installation of a flashing crosswalk at this busy intersection. As a neighbor, I know how difficult and unsafe it can be for pedestrians to cross Broadway in this area. As the leader of River City Youth, I also know how much our young people would benefit from safer access. Many of the youth we serve travel by foot or bike through this corridor. A pedestrian-activated signal would ensure their safety and promote walkability, equity, and access to essential services for all residents.

The WQTIF was designed to support infrastructure improvements that strengthen neighborhoods. This project represents an ideal use of those funds: it directly improves safety, leverages private investment, and ensures that critical community assets are accessible to everyone.

Thank you for considering this request and for your continued work to make West Central a safer, healthier, and more connected neighborhood. I urge you to prioritize this project in upcoming funding decisions.

Sincerely,

Kate Burke
Executive Director, River City Youth
West Central Neighbor
kate@rcyouth.org

Jun 19, 2024 7:44:57 AM

Job Location: 2229 W BROADWAY AVE

General Construction Agreement #: 56365

Dear Customer,

Enclosed are two copies of Avista's General Service Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original and your money order, personal check, or cashier's check in the amount of $21,794.80, if you have been notified that an up-front payment is required, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. If applicable, any required payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-727-9170 extension 4717 for additional information.

If you request a copy of the fully executed Agreement one will be sent to you.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Todd Harmon

Spokane - Electric
PO BOX 3727 MSC-46 Spokane, WA 99220-3727
Phone: 509-495-4493
Cell:
Email: Todd.Harmon@avistacorp.com

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99202

CUSTOMER COPY

General Construction Agreement

General Construction Agreement Date: Jun 19, 2024
Work Order # 1032325331

Expiration Date: Dec 19, 2024 12:00:00 AM
Agreement No.: 56365

This General Construction Agreement ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and the Requestor identified in Exhibit A, ("Requestor") (sometimes, individually, a "Party", and collectively, the "Parties").

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the "Work") on or adjacent to property identified above (the "Property"). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista's standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista's Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista's ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor's Point of Service, as that term is defined in Avista's Tariffs ("Avista Facilities").

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista's actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista's actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista's original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit 'A', prior to Avista's commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

CUSTOMER COPY

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____ Or Other: _____
Amount 21,794.80
Previous Extension #:

Avista Corporation	**Customer:**
Todd Harmon	
Signature	Signature
Todd Harmon	
Printed Name	Printed Name
Customer Project Coordinator	
Job Title	Job Title
Date: 6/19/24	Date: _____

Agreement # 56365

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): OWNER

Name: _____
Mailing Address: _____
, _____
Phone Number: _____

II. JOB INFORMATION

LOCATED AT: 2229 W BROADWAY AVE

Name of Plat: _____

or Legal Description: _____

or Location: SPOKANE

Construction contribution Scale _____

III. COST INFORMATION

EXCEPTIONAL COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
EXCEPTIONAL COSTMisc - See Note 2	0	$0.00	$21,794.80	($0.00)	$21,794.80
EXCEPTIONAL COST - Total					**$21,794.80**

Total Construction Costs: 21,794.80
Total Credits:
Net Customer Cost: 21,794.80

These costs are effective through Dec 19, 2024 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

COST TO REPLACE (3) POLES WITH TALLER POLES TO CREATE CLEARANCE FROM NEW BUILDING.
General Construction Agreement #: 56365

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99202

AVISTA COPY

General Construction Agreement

General Construction Agreement Date: Jun 19, 2024
Work Order # 1032325331

Expiration Date: Dec 19, 2024 12:00:00 AM
Agreement No.: 56365

This General Construction Agreement ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and the Requestor identified in Exhibit A, ("Requestor") (sometimes, individually, a "Party", and collectively, the "Parties").

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the "Work") on or adjacent to property identified above (the "Property"). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista's standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista's Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista's ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor's Point of Service, as that term is defined in Avista's Tariffs ("Avista Facilities").

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista's actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista's actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista's original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit 'A', prior to Avista's commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99202

AVISTA COPY

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____ Or Other: _____
Amount 21,794.80
Previous Extension #:

Avista Corporation	**Customer:**
Todd Harmon	
Signature	Signature
Todd Harmon	
Printed Name	Printed Name
Customer Project Coordinator	
Job Title	Job Title
Date: 6/19/24	Date: _____

Agreement # 56365

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): OWNER

Name: _____
Mailing Address: _____
, _____
Phone Number: _____

II. JOB INFORMATION

LOCATED AT: 2229 W BROADWAY AVE

Name of Plat: _____

or Legal Description: _____

or Location: SPOKANE

Construction contribution Scale _____

III. COST INFORMATION

EXCEPTIONAL COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
EXCEPTIONAL COSTMisc - See Note 2	0	$0.00	$21,794.80	($0.00)	$21,794.80
EXCEPTIONAL COST - Total					**$21,794.80**

Total Construction Costs: 21,794.80
Total Credits:
Net Customer Cost: 21,794.80

These costs are effective through Dec 19, 2024 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

COST TO REPLACE (3) POLES WITH TALLER POLES TO CREATE CLEARANCE FROM NEW BUILDING.
General Construction Agreement #: 56365

ESTIMATE

MY Excavation and Construction LLC
4314 W Brown Ln
Cheney, WA 99004

myexcavationandconstruction@gmail.com
+1 (509) 954-6488

EXCAVATION & CONSTRUCTION LLC

→ Cost of all the offsite work.

Jolly Ghebreab
Bill to
Jolly Ghebreab
2229 W Broadway Ave
Spokane WA 99201

→ Change order for Alley Asphalt

Ship to
Jolly Ghebreab
2229 W Broadway Ave
Spokane WA 99201

Estimate details
Estimate no.: 1063
Estimate date: 07/25/2023

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.		**Sales**	C03 - 2 Remove existing sidewalk		1	$3,200.00	$3,200.00
2.		**Sales**	C03 - 3 Remove existing curb		1	$2,250.00	$2,250.00
3.		**Sales**	C03 - 4 Remove existing concrete curb ramp		1	$750.00	$750.00
4.		**Sales**	C03 - 5 Remove existing concrete approach		1	$750.00	$750.00
5.		**Sales**	C03 - 6 Remove existing concrete ramp and landing		1	$750.00	$750.00
6.		**Sales**	C03 - 14 Remove existing sewer stub		~~1~~	~~$2,000.00~~	~~$2,000.00~~
7.		**Sales**	C03 - 18 Remove existing water service		~~1~~	~~$2,000.00~~	~~$2,000.00~~
8.		**Subtotal**	Subtotal				**$11,700.00**
9.		**Subtotal**	Subtotal				**$0.00**
10.		**Sales**	C05 - 1 Parking lot striping per plan		~~1~~	~~$2,750.00~~	~~$2,750.00~~
11.		**Sales**	C05 - 2 New 7' off site concrete sidewalk w/prep & compaction		~~1~~	~~$18,500.00~~	~~$18,500.00~~
12.		**Sales**	C05 - 4 New concrete curb		~~1~~	~~$8,200.00~~	~~$8,200.00~~
13.		**Sales**	C05 - 6 New concrete curb ramp		~~1~~	~~$1,500.00~~	$1,500.00

14.	**Sales**	✓	C05 - 7 New concrete driveway 100%	1	~~$5,500.00~~	~~$5,500.00~~
15.	**Sales**		C05 - 8 New asphalt w/prep compaction	1	$23,000.00	$23,000.00
16.	**Sales**		C05 - 9 New concrete retaining wall	1	~~$5,000.00~~	~~$5,000.00~~
17.	**Sales**		C05 - 12 New onsite concrete sidewalk	1	~~$5,000.00~~	~~$5,000.00~~
18.	**Sales**		C05 - 14 New trash enclosure concrete	1	~~$4,500.00~~	~~$4,500.00~~
19.	**Sales**	?	C05 - 15 New flush curb	1	~~$3,500.00~~	~~$3,500.00~~
20.	**Sales**		C05 - 16 New concrete curb wall	1	~~$4,500.00~~	~~$4,500.00~~
21.	**Subtotal**		Subtotal			**$81,950.00**
22.	**Sales**		C07 - 1 Dry well type 1	1	$8,000.00	$8,000.00
23.	**Sales**		C07 - 2 42lf 6"PVC storm drain	1	$2,500.00	$2,500.00
24.	**Sales**		C07 - 3 Dry well type 1	1	$8,000.00	$8,000.00
25.	**Sales**		C07 - 4 BIO-Infiltration swale	1	$3,500.00	$3,500.00
26.	**Sales**	?	C07 - 5 40lf ductile iron equilizer ?	1	$3,500.00	$3,500.00
27.	**Sales**		C07 - 9 SDCO	1	$400.00	$400.00
28.	**Subtotal**		Subtotal			**$25,900.00**
29.	**Sales**	✓	C08 - 5 Tie in new 4" domestic water	1	$9,000.00	$9,000.00
30.	**Sales**		C08 - 6 Copper irrigation	1	$2,000.00	$2,000.00
31.	**Sales**		C08 - 9 4" fire water building line	1	$3,500.00	$3,500.00
32.	**Sales**		C08 - 15 New gas trench	1	$1,200.00	$1,200.00
33.	**Subtotal**		Subtotal			**$15,700.00**
34.	**Sales**		Export all extra dirt 50% City	30	$300.00	$9,000.00
35.	**Subtotal**		Subtotal			**$9,000.00**
36.	**Sales**	✓	Prep and install asphalt in the alley	1	$12,000.00	$12,000.00

Subtotal	$156,250.00
Sales tax	$14,062.50
Total	**$170,312.50**

Note to customer

Broadway foods estimate.

What's included:
All excavation per the civil plan. All concrete on surface and asphalt with grading and compaction.

What isn't included: Permits, solid rock excavation and other not

ESTIMATE

MY Excavation and Construction LLC
4314 W Brown Ln
Cheney, WA 99004

myexcavationandconstruction@gmail.com
+1 (509) 954-6488

EXCAVATION & CONSTRUCTION LLC

→ Both with note & clean of the my Excavation Invoice.

Jolly Ghebreab

Bill to
Jolly Ghebreab
Broadway Laundrymat

Ship to
Jolly Ghebreab
2229 W Broadway
Spokane WA 99201

→ Change order for Alley Asphalt for laundromat is not on the Invoice
→ Change order for Demolishing Asphalt Alley Compacting grading

Estimate details
Estimate no.: 1064
Estimate date: 07/25/2023

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.		**Sales**	C1 - 1 Remove existing curb and install new concrete	✓	1	~~$11,500.00~~	~~$11,500.00~~
2.		**Sales**	C1 - 2 Remove existing sidewalk and install new concrete		1	~~$23,000.00~~	~~$23,000.00~~
3.		**Sales**	C1 - 3 Install new 20' driveway 180% 3,600 City Quote		1	~~$4,500.00~~	~~$4,500.00~~
4.		**Sales**	C1 - 4 New asphalt parking lot 3" over 4" Csts		1	~~$23,500.00~~	~~$23,500.00~~
5.		**Sales**	C1 - 8 New drainage swale		1	$4,000.00	$4,000.00
6.		**Sales**	C1 - 9 Install 50' of 6" rainwater leader		1	$3,500.00	$3,500.00
7.		**Subtotal**	Subtotal				**$70,000.00**
8.		**Sales** Confirming the water lift Connections.	C2 - 4-9 Install water services	? to connect line to the Building from City In.	1	$12,000.00	$12,000.00
9.		**Subtotal**	Subtotal				**$12,000.00**
10.		**Subtotal**	Subtotal				**$0.00**
11.		**Sales**	Export extra dirt		20	$300.00	$6,000.00
12.		**Sales** ?	Remove existing asphalt		1	$5,000.00	$5,000.00 → ~~12,000.00~~
13		Sale	prep & Asphalt compact & prep Alley way				
14		"					

Subtotal	$93,000.00
Sales tax	$8,370.00

Note to customer

What is included: Everything listed here from the civil plans. All drainage concrete and asphalt. All prep and compaction. All excavation.

What is not included: Solid rock excavation, permits, concrete foundation for the building.

Total **$101,370.00**

National Barricade & Sign Co.

6602 E. MAIN AVE.
SPOKANE VALLEY, WA 99212-0833

(509) 534-2619 FAX: (509) 534-2610

Sales Order

Date	S.O. No.
8/22/2025	40663

BILL TO:	SHIP TO:
CASH SALE (TAXABLE) JOLLY	

REP	PO # / PROJECT #	Terms	CONTACT	DATE REQ'D
AB		CC WITH ...	JOLLY (571) 228-7816	8/22/2025

QTY	DESCRIPTION	RATE	AMOUNT
1	18X30 .080 EG BLCK AND RED ON WHITE - NO PARKING BEYOND THIS POINT	52.00	52.00T
22 Took 1	TYPE A 12X12X12 BLOCK W/ANCHOR	165.00	165.00T
1	2"X10' 12 GA SQUARE TUBE POST	89.00	89.00T
22 Took 1	5/16" -18 X 2 3/4" HEX BOLT (LARGE)	1.75	1.75T

Brandon

Material ~ 335.14 +
135.13
Labor 500.00
1,020.27

10% Restocking charge on all returned merchandise. Non-stocked items subject to manufactures restocking charges and return freight. All items must be approved for return.

RECEIVED ... _____

SUBTOTAL	$307.75
SALES TAX (8.9%)	$27.39
TOTAL	$335.14

National Barricade & Sign Co.

6602 E. MAIN AVE.
SPOKANE VALLEY, WA 99212-0833

(509) 534-2619 FAX: (509) 534-2610

Sales Order

Date	S.O. No.
8/21/2025	40648

BILL TO:	SHIP TO:
CASH SALE (TAXABLE) JOLLY	

REP	PO # / PROJECT #	Terms	CONTACT	DATE REQ'D
DAISY		CC WITH ...	JOLLY	8/21/2025

QTY	DESCRIPTION	RATE	AMOUNT
1	TYPE A 12X12X12 BLOCK W/ANCHOR	165.00	165.00T
2	HARDWARE FOR A BLOCK	2.50	5.00T

Broadway

10% Restocking charge on all returned merchandise. Non-stocked items subject to manufactures restocking charges and return freight. All items must be approved for return.

RECEIVED ... _____

SUBTOTAL	$170.00
SALES TAX (8.9%)	$15.13
TOTAL	$185.13

Dew Drop Sprinklers & Landscaping
11827 E. Trent Ave
Spokane Valley WA 99206
509-922-7168

License: DEWDRDS825MP

Contract Invoice

Invoice#: 18392

Date: 05/27/2025

Billed To: BOONE EXPRESS, LLC.

SPOKANE WA

Project: BROADWAY MARKET
2229 W. BROADWAY
SPOKANE WA 99201

Due Date: 06/27/2025 **Terms:** 20DY **PO#**

Description	Amount
PLANTS & TREES	4,802.46
BARK	98.93
EQUPMENT	214.29
LABOR	589.16

A service charge of 12.00% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	0.00
Taxable Amount:	5,704.84
Sales Tax:	513.44
Amount Due	**6,218.28**

Dew Drop Sprinklers & Landscaping
11827 E. Trent Ave
Spokane Valley WA 99206
509-922-7168

License: DEWDRDS825MP

Contract Invoice

Invoice#: 18393

Date: 05/12/2025

Billed To: BOONE EXPRESS, LLC.

SPOKANE WA

Project: BROADWAY LAUNDROMAT
2228 W. BROADWAY
SPOKANE WA 99201

Due Date: 06/26/2025 **Terms:** 20DY **PO#**

Description	Amount
TREES & PLANTS	3,763.07
BARK	98.93
EQUIPMENT	214.29
LABOR	1,018.64

A service charge of 12.00% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	0.00
Taxable Amount:	5,094.93
Sales Tax:	458.54
Amount Due	**5,553.47**

Double D Trees, LLC

INVOICE

818 W 24th Ave

Spokane WA 99203

509-869-4364

INVOICE #	DATE
42125	4/21/2025

BILL TO

Jolly Ghebreab Boone Express LLC

Job Name	TERMS
Broadway Laundromat	Due Upon Receipt

DESCRIPTION			
City Tree Permit		1.00	175.00
Site Visit (2)		2.00	
Obstruction Permit		1.00	200.00
			-
			-
			-
			-
* Final bill will be after hours are fiqured for my spervisory hours are tallied			-
			-
			-
			-
			-
			-
			-
			-
Thank you for your business!	Total		$ 375.00

City Commercial Tree License T21000263CTL

-

If you have any questions about this invoice, please contact

Street Tree Permit

LANDSCAPE

Record/Permit Number: P2501881TREE

Development Services Center
808 W Spokane Falls Blvd
Spokane, WA 99201
Phone: (509) 625-6300
my.spokanecity.org

Job Title: 5 Street trees total, 6 additional not in right away

Expires:

Site Information:

Address: 2228 W BROADWAY AVE

Parcel #: 25132.0829

Permit Status: Issued
Status Date: 04/21/2025
Parent Permit:

Applicant

Doubl D Trees
818 W 24th Ave
Spokane WA 99203

Owner

BOONE EXPRESS LLC
2040 W BOONE AVE
SPOKANE WA 99201
5093282854

ENGINEERING TREE PERMIT

Type of Trees	Parrotia persica,Forest Green Oak
Specify Additional Work	Complete Landscape and Irrigation system by owners
# of Trees	5
Estimated Start Date	04/24/2025
Estimated Completion Date	04/29/2025
Site Placement	F1F2, L1,L2,L3
Courtesy Notice/Notice of Violation	UNCHECKED
Annual Tree Permit Number	P2500791OBAT

TREE TYPE OF WORK

Pruning	0
Planting	5
Removal	0
Root Treatment	0
Tree Protection Zone	0

Description of Work: 5 2inch trees per Plan dated 4/3/2023

Inspectors Comments:

SEE LS PLAN REVISED DATE 8/15/2023--sent in email to arborist on 4/21/2025
All street tree planting must be performed under the direct onsite supervision of an ISA certified arborist and must meet ISA and city standards and specifications.
Tree shall be 2" caliper when measured 6" above graft or root flare, whichever is higher.
Root flare shall be at or slightly above existing grade and visible.
Street trees must have a 60" diameter tree well at the base that is free of turf and other vegetation.
Remove all bamboo stakes, tree tape, tree tags, and any other packaging materials.
Street trees must be planted per city approved landscape plan.
Street Obstruction Permit also required.
PERMITS MUST BE ONSITE AND AVAILABLE UPON REQUEST

Contractor(s)

Construct Contr	DOUBLE D TREES	Lic: DOUBLDT792MK	(509) 869-4364

Inspector:

Fees:	Qty:	Amount:	Payments:	Ref#	Amount:

Estimated Balance Due : Amount: $0.00

CONDITIONS OF APPROVAL

Spokane City – Inspection Completed

From: NoReply_Permits@spokanecity.org (noreply_permits@spokanecity.org)

To: dombrowskiduane@yahoo.com

Date: Monday, April 21, 2025 at 06:51 AM PDT

Hello Duane Dombrowski,

The following inspection(s) was completed on 4/21/2025:

Permit Number	Inspection Type	Address	Inspector Name	Inspector Phone	Inspection Result
P2501881TREE	Pre-Inspection	2228 W BROADWAY AVE	Rebecca Phillips	509-363-5491	Approved

If the Inspector had additional comments about the inspection, they will be listed here:
SEE LS PLAN REVISED DATE 8/15/2023--sent in email to arborist on 4/21/2025 All street tree planting must be performed under the direct onsite supervision of an ISA certified arborist and must meet ISA and city standards and specifications. Tree shall be 2" caliper when measured 6" above graft or root flare, whichever is higher. Root flare shall be at or slightly above existing grade and visible. Street trees must have a 60" diameter tree well at the base that is free of turf and other vegetation. Remove all bamboo stakes, tree tape, tree tags, and any other packaging materials. Street trees must be planted per city approved landscape plan. Street Obstruction Permit also required. PERMITS MUST BE ONSITE AND AVAILABLE UPON REQUEST

If you have any questions or believe you received this email in error, please contact the City Inspector listed above.

Thank you,

The City of Spokane
Development Services Center
808 W Spokane Falls Blvd, Third Floor
Spokane, WA 99201

Dombrowskiduane@yahoo.com

Double D Trees, LLC

INVOICE

818 W 24th Ave

Spokane WA 99203

509-869-4364

INVOICE #	DATE
421252	4/21/2025

BILL TO
Jolly Ghebreab Boone Express LLC

Job Name	TERMS
Broadway Market	Due Upon Receipt

DESCRIPTION			
City Tree Permit		1.00	175.00
Site Visit (2)		2.00	
Obstruction Permit		1.00	200.00
			-
			-
			-
			-
* Final bill will be after hours are fiqured for my spervisory hours are tallied			-
			-
			-
			-
			-
			-
			-
Thank you for your business!	**Total**		**$ 375.00**

City Commercial Tree License T21000263CTL

-

If you have any questions about this invoice, please contact
Dombrowskiduane@yahoo.com

Street Tree Permit

Record/Permit Number: P2501882TREE

Development Services Center
808 W Spokane Falls Blvd
Spokane, WA 99201
Phone: (509) 625-6300
my.spokanecity.org

Job Title: 5 Street trees per plan dated 12/7/2023 **Expires:**

Site Information:

Address: 2229 W BROADWAY AVE
Parcel #: 25133.0101

Permit Status: Issued
Status Date: 04/21/2025
Parent Permit:

Applicant

Doubl D Trees
818 W 24th Ave
Spokane WA 99203

Owner

BOONE EXPRESS LLC
2040 W BO
SPOKANE WA 99201
5093282854

ENGINEERING TREE PERMIT

Type of Trees	Parrotia persica,Forest Green Oak
Specify Additional Work	Complete Landscape and Irrigation systems by owners
# of Trees	6
Estimated Start Date	04/23/2025
Estimated Completion Date	04/30/2025
Site Placement	F1,F2, R1,R2,R3,R4,
Comments	I am concerned about the corner Tree on Nettleton and Broadway, New power pole.
Courtesy Notice/Notice of Violation	UNCHECKED
Annual Tree Permit Number	P2500791OBAT

TREE TYPE OF WORK

Pruning	0
Planting	6
Removal	0
Root Treatment	0
Tree Protection Zone	0

Description of Work:

Inspectors Comments:

DO NOT PLANT TREE CLOSEST TO CORNER ALONG NETTLETON--SEE LS PLAN DATE 12/7/2023--sent in email to arborist on 4/21/2025
All street tree planting must be performed under the direct onsite supervision of an ISA certified arborist and must meet ISA and city standards and specifications.
Tree shall be 2" caliper when measured 6" above graft or root flare, whichever is higher.
Root flare shall be at or slightly above existing grade and visible.
Street trees must have a 60" diameter tree well at the base that is free of turf and other vegetation.
Remove all bamboo stakes, tree tape, tree tags, and any other packaging materials.
Street trees must be planted per city approved landscape plan.
Street Obstruction Permit also required.
PERMITS MUST BE ONSITE AND AVAILABLE UPON REQUEST

Contractor(s)

Construct Contr	DOUBLE D TREES	Lic: DOUBLDT792MK	(509) 869-4364

Inspector:

Fees:	Qty:	Amount:	Payments:	Ref#	Amount:

Estimated Balance Due : **Amount:** $0.00

Spokane City – Inspection Completed

From: NoReply_Permits@spokanecity.org (noreply_permits@spokanecity.org)

To: dombrowskiduane@yahoo.com

Date: Monday, April 21, 2025 at 06:19 AM PDT

Hello Duane Dombrowski,

The following inspection(s) was completed on 4/21/2025:

Permit Number	Inspection Type	Address	Inspector Name	Inspector Phone	Inspection Result
P2501882TREE	Pre-Inspection	2229 W BROADWAY AVE	Rebecca Phillips	509-363-5491	Approved

If the Inspector had additional comments about the inspection, they will be listed here:
DO NOT PLANT TREE CLOSEST TO CORNER ALONG NETTLETON--SEE LS PLAN DATE 12/7/2023--sent in email to arborist on 4/21/2025 All street tree planting must be performed under the direct onsite supervision of an ISA certified arborist and must meet ISA and city standards and specifications. Tree shall be 2" caliper when measured 6" above graft or root flare, whichever is higher. Root flare shall be at or slightly above existing grade and visible. Street trees must have a 60" diameter tree well at the base that is free of turf and other vegetation. Remove all bamboo stakes, tree tape, tree tags, and any other packaging materials. Street trees must be planted per city approved landscape plan. Street Obstruction Permit also required. PERMITS MUST BE ONSITE AND AVAILABLE UPON REQUEST

If you have any questions or believe you received this email in error, please contact the City Inspector listed above.

Thank you,

The City of Spokane
Development Services Center
808 W Spokane Falls Blvd, Third Floor
Spokane, WA 99201

Broadway Foods

2229 West Broadway Ave, Spokane, WA 99201

PLANT LIST

Street Trees

5 STREET TREES – Class I Parrotia persica

1 Street Trees – Class II Forest Green Oak

TREES

2 EWRC 'Excelsior' Western Red Cedar (6'

1 FLC Flowering Crab Apple 'Prairie Fire'

Shrubs

10 EGA Emerald Green Arborvitae (4' hig

3 GBS Globe Blue Spruce (2 gal.)

12 OLL Otto Luyken Laurel (2 gal.)

1 CR Carpet Rose (2 gal.)

Grasses / Perennials

2 SDL Stella d Oro Daylilly (1 gal.)

5 BES Black Eyed Susan (1 gal.)

19 SG Switch Grass 'Summer Sunrise' (1

11 KFG Karl Foerster Grass (1 gal.)

The Landscape-Irrigation Contractor is to provide the following:

Lawn areas are to be sodded.

Plastic Lawn edging at planting edges.

Install all Plant Material as listed (with all tree permits required)

Finish grading, hand raking and provide/install topsoil 2" thick in all landscape areas.

Install 2"-3" thick of Basalt Chip Rock Mulch in all planting areas, except for the (6) street trees.

Provide a 1-year warranty of all landscape and irrigation items from the time of acceptance of work.

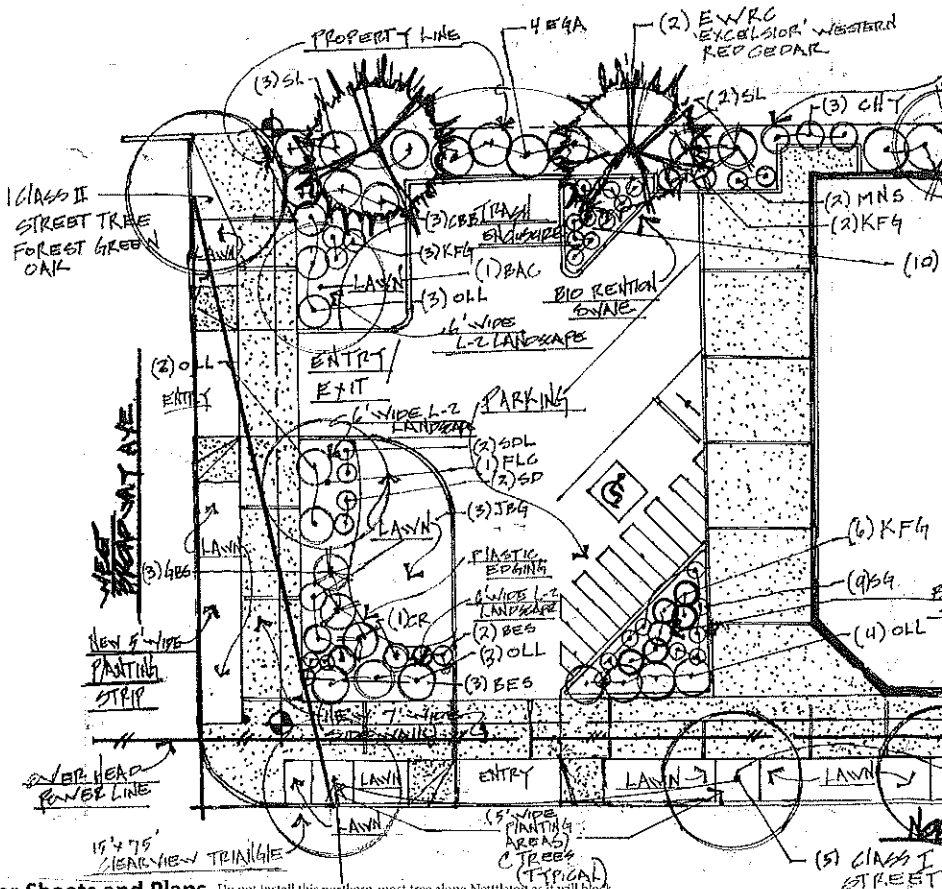
Irrigation Not

Provide a complete, 100%

Automatic controller, 1" d

Automatic valves, mainlin

1 year warranty on the irri



NOTES

i. ANY MODIFICATION TO THE APPROVED LANDSCAPE PLAN REQUIRES WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT AND CITY OF SPOKANE PLANNING PRIOR TO INSTALLATION.

ii. MULCH PRODUCTS (BARK/ROCK) ARE PROHIBITED IN THE RIGHT OF WAY. ANY MULCH PRODUCT (BARK/ROCK) INSTALLED ON SITE WILL NEED TO BE INSTALLED SO THAT THE TOP OF THE MULCH IS AT LEAST 1" BELOW THE PUBLIC SIDEWALK

a. Prior to street/public tree installation, pruning or removal please have the contracted Licensed certified arborist submit a complete Public Tree Permit Application at least 10 days prior to work being performed for this project to include Certified Arborist information and start and completion dates.
b. Street trees planted in continuous planting strips must have a five feet diameter tree well at the base that is free of turf and other vegetation.

Do not install this northern-most tree along Nettleton as it will block the stop sign per permit approval conditions (MDO 11/21/23).

Other Sheets and Plans

(Check Site Plan Civil Sheets for fencing, hardscaping, curb requirements, traffic control, site utilities, such as overhead and underground gas, electric, water, phone, power lines, etc.) Call for locate of utilities before digging.

Landscape Plan

Payment Receipt

L & M Truck Sales

4001 E. Boone
Spokane, WA 99202
(509) 535-4175

Received From
Broadway General Contractors LLC 2501 W Boone Ave Spokane, WA 99201

paid check # 1062 Ameriman

Date	2/21/2024
Payment Method	Check
Check/Ref No	1062

Payment Amount	$5,187.00
Total Amount Due	$0.00

digger truck rented to haul Avista pole.

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied
2/17/2024	25136	$5,187.00	$5,187.00

L&M Truck Sales
SALES • RENTAL • SERVICE

4001 E. Boone
Spokane, WA 99202
(509) 535-4175

Broadway
paid check #1071

Invoice

Date	Invoice #
4/1/2024	25316

Bill To	Ship To
Broadway General Contractors LLC 2501 W Boone Ave Spokane, WA 99201	2229 W Broadway Spokane, WA 99201

P.O. No.	Terms	Due Date	Rep	FOB
	Net 15	4/16/2024	DRR	

Item	Description	Serial #	Rental Dates	Quantity	Rate	Amount
41.6023 Rental	Rent 2015 M2-106 Altec DM47B-TR Digger	1FVDCXDT2FHGF2699	02/21/24 THRU 04/01/24		1,727.28	1,727.28T
	Wa Spokane County 9.2% Vehicle Sales Tax 3270				9.20%	158.91
				Total		$1,886.19

(2)

Project 26-014TIFS, Broadway Foods & Laundromat TIF Funding Request

Exhibit C to the Staff Report

DRAFT Resolution for Council Consideration

RESOLUTION 2026-____

A resolution setting forth the City Council's approval and endorsement of funding for Broadway Foods and Broadway Laundromat from the Neighborhood Projects area of the West Quadrant Tax Increment Financing district. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing ("WQTIF") district, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee ("NPAC") to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects, pursuant to their purpose under Resolution RES 2007-0101; and

WHEREAS, the NPAC met on October 1, 2025 to hear a new request from the owners of Broadway Foods and the Broadway Laundromat for $174,714 in TIF funds for reimbursement for costs related to installing public infrastructure on two properties in the West Central neighborhood; and

WHEREAS, it was determined during staff due diligence that an additional $7,073 in costs related to a rental truck required to hold a power pole in place during construction qualified for potential TIF funding; and

WHEREAS, the NPAC has determined that the related improvements, including the rental truck costs, are within the WQTIF boundary and represent the types of projects the WQTIF funds may fund as described by ordinance C34032, and amended by ordinance C35879; and

WHEREAS, at their January 7, 2026 meeting the NPAC voted unanimously to recommend the City Council approve the use of funds for the proposed project in the amount of $181,787; and

WHEREAS, the City estimates that increment revenues to the WQTIF this year will be approximately $814,685, in addition to the $2,356,568 currently on hand for that account, an amount sufficient to pay the request outright;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses funding to be provided to the owners of Broadway Foods and the Broadway Laundromat from the WQTIF for the purposes of repayment of costs related to installation of public infrastructure in the WQTIF district; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through the Planning & Economic Development department, and any other applicable staff, to execute the appropriate contracts and related documents without further action by the City Council.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/15/2026
Clerk's File #	RES 2026-0033
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	KEVIN 509-625-6184
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	KKLITZKE ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	HABITAT FOR HUMANITY SECOND WQTIF REQUEST

Agenda Wording

A resolution approving the use of $1,200,500 of West Quadrant TIF funding for the acquisition of homes in the TIF district for renovation & update to permanently affordable housing.

Summary (Background)

The City and Habitat for Humanity have recently completed a successful effort to fund permanently affordable housing in the West Central Neighborhood. In 2023 $500,000 in WQTIF funds was granted to Habitat for Humanity, which they used to purchase two homes and turn them into affordable, safe, homeownership opportunities in West Central. This second request from Habitat for Humanity would expand on that original effort. Habitat for Humanity has requested $1,200,500 in TIF funds for the purchase of up to seven homes in the TIF district, after which they will renovate and update those homes and deed restrict them so that the homes become "permanently affordable housing." Such housing is both an allowed expenditure for TIF funds under RCW 39.89.020 and the ordinances guiding the West Quadrant TIF. Staff is proposing a Council Resolution authorizing the use of TIF funds for this purpose and authorizing staff to negotiate a contract with Habitat for Humanity for the repayment of purchase costs subject to City regulations and state law. The Neighborhood Project Advisory Committee met in February 2026 to discuss this proposal and voted unanimously in March 2026 to recommend City Council approve the use of TIF funds for the full amount.

What impacts would the proposal have on historically excluded communities?

West Central includes many residents from historically excluded communities. This proposal would provide potential housing for those residents, though the project is not conditioned for those from these communities to be the only qualifying recipient.

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

No long-term tracking or analysis is required or proposed under the TIF program, aside from the normal financial and tax tracking reported in the Annual Report.

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

Annual performance of the TIF will be recorded and incorporated into the annual report prepared for the West Quadrant TIF and distributed to all stakeholders and the public.

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

This proposal is directly in line with other housing action plan efforts, projects, and studies already underway as a response to the City's declared housing emergency. Furthermore, provision of affordable housing complies substantially with numerous land use, neighborhood, and economic policies in the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,200,500
Current Year Cost	$ 600,250
Subsequent Year(s) Cost	$ 600,250

Narrative

TIF Funds are repayment for public infrastructure to be installed or already installed. No additional costs are expected or required. All funds paid from received TIF property tax revenues.

Amount		Budget Account
Expense	$ 1,200,500	# 3501- 36230- 51010- 54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

Yes—the TIF will continue through 2032 (or 2046 if the County ratifies the updates in Ord C35879). Adequate funds exist in the account to make this payment outright.

Expense Occurrence	One-Time

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

None.

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

Distribution List	
	Michelle Girardo (mgirardot@habitat-spokane.org)
smacdonald@spokanecity.org	sgardner@spokanecity.org
kfreibott@spokanecity.org	eking@spokanecity.org
abeck@spokanecity.org	nzollinger@spokanecity.org

RESOLUTION 2026-0033

A resolution setting forth the City Council's approval and endorsement of funding for Habitat for Humanity from the Neighborhood Projects area of the West Quadrant Tax Increment Financing district. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing ("WQTIF") district, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee ("NPAC") to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects, pursuant to their purpose under Resolution RES 2007-0101; and

WHEREAS, the City has successfully completed a prior request for WQTIF funds from Habitat for Humanity, as adopted in Resolution 2023-0042 and contracted in OPR 2024-0030, actions which directly resulted in two additional permanently affordable homes in the district in the past; and

WHEREAS, the NPAC met on February 4, 2026 to hear a new request from Habitat for Humanity for $1,200,500 in TIF funds for the acquisition of homes to be renovated and converted to permanently affordable housing; and

WHEREAS, the NPAC has determined that the proposed acquisitions are within the WQTIF boundary and represent the types of projects the WQTIF funds may fund as described by ordinance C34032, as amended by ordinance C35879; and

WHEREAS, at their March 4, 2026 meeting the NPAC voted unanimously to recommend the City Council approve the use of funds for the proposed project in the amount of $1,200,500; and

WHEREAS, the City estimates that increment revenues to the WQTIF this year will be approximately $814,685, in addition to the $2,356,568 currently on hand for that account, an amount sufficient to pay the request outright;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses funding to be provided to Habitat for Humanity from the WQTIF for the purposes of acquiring homes for the establishment of permanently affordable housing in the WQTIF district; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through the Planning & Economic Development department, and any other applicable staff, to execute the appropriate contracts and related documents without further action by the City Council.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

STAFF REPORT

Habitat for Humanity Second TIF Funding Request

Project 26-005TIFS in the West Quadrant Tax Increment Financing District

Date: April 15, 2026

Action: Council Resolution & Contract

Applicant: Michelle Girardot, Chief Executive Officer
Habitat for Humanity—Spokane

Requestor: Kevin Freibott, Senior Planner
Planning & Economic Development Department
kfreibott@spokanecity.org

Executive Summary

Having completed a contract with the City for the purchase and renovation of two houses in the West Central Neighborhood, Habitat for Humanity has requested West Quadrant TIF funds for the purchase of up to seven additional homes in the TIF district to create "permanently affordable housing." The request under consideration is for funding from the Neighborhood Projects area of the TIF in the amount of $1,200,500. TIF funding would be used to purchase the homes, while the actual renovation and conversion of the homes to permanently affordable housing status would be paid by Habitat for Humanity via other outside funding.

The Neighborhood Projects Advisory Committee (NPAC) is an official City Committee responsible for advising City Council as to funding priorities and requests related to the West Quadrant TIF, specifically the Neighborhood Projects area comprising those parts of the TIF district outside Kendall Yards. The NPAC received a presentation from the applicant at their regular February 2026 meeting. The NPAC then voted unanimously at their March 2026 meeting to recommend City Council approve the request.

Following the NPAC recommendation, staff is requesting a Council Resolution approving the use of the TIF funds and authorizing staff to negotiate and execute a contract with Habitat for Humanity for the repayment of acquisition costs of homes for permanently affordable housing. Sufficient funds exist in the TIF fund now to pay this amount in full, though the ultimate expenditure of funds may take more than one or two years depending on opportunity and market factors.

Staff recommends approval of this proposal.

Applicant's Request

As a non-profit developer and provider of affordable homeownership opportunities throughout the City and the region, Habitat for Humanity is uniquely placed to provide affordable housing in diverse situations while capitalizing a complex array of funding sources and programs needed to accomplish permanently affordable housing development in Washington.

Habitat for Humanity submitted a formal request[1] for TIF funding on January 14, 2026. Their request was for $1,200,500 in TIF funds for the purchase of homes that would be renovated and converted to permanently affordable housing. As is customary, Habitat for Humanity gave a presentation to NPAC on February 4, 2026. NPAC postponed a decision until their following meeting to allow time for thought and for Habitat for Humanity to fill out the draft TIF request form[2]. After filling out the forms and providing all requested materials, Habitat for Humanity returned to the NPAC at their April 1 meeting.

All materials submitted by the applicant are attached to this staff report (**Exhibit A)**.

The Proposal and the West Quadrant TIF Ordinances

The West Quadrant TIF was enacted by Ordinance C34032, adopted by City Council May 14, 2007. The TIF district comprises parts of the West Central, Riverside, and Emerson/Garfield neighborhoods. The West Quadrant TIF itself exists in two parts, the Kendall Yards area and the Neighborhood Projects area. The Kendall Yards project, the original impetus for the TIF, includes all properties owned and developed by Greenstone Homes as part of the Kendall Yards project. The Neighborhood Projects area comprises all parts of the adopted TIF that lie outside Kendall Yards. (See **Exhibit B**). Funds generated by the neighborhood projects area are required to be paid to project within that same area. Kendall Yards revenues are only used to pay for improvements within Kendall Yards itself.

Under the original Ordinance, a series of "neighborhood projects" were identified along with approximate costs and the various public improvements to be included in each. Permanently affordable housing in 2007 was not considered a "public improvement" and thus these kinds of projects were not identified for the TIF.

Following a change in state law that added permanently affordable housing to the list of allowed public improvements[3], City Council adopted Ordinance ORD C35879 amending the TIF. That Ordinance struck the former list of neighborhood projects and instead deferred to the state definition of public improvements to guide future TIF funding. As the state regulations had been updated to include permanently affordable housing and the TIF now pointed directly to the state regulations, permanently affordable housing is now an allowed TIF expenditure.

NPAC Consideration and Action

NPAC received a presentation on the request on February 4, 2026 and asked questions of the applicant. Optional additional materials were requested by NPAC, such as the then-draft TIF Request form and copies of the Habitat for Humanity presentation. At their April 1, 2026 meeting NPAC asked a few more questions before a committee member made the following motion:

> ***Motion:*** *Recommend City Council approve the use of TIF funds for Habitat for Humanity, as the proposal would return distressed properties to productive use, contribute to stronger neighborhood stability, support higher property*

[1] This is Habitat's second such request for TIF funding. In 2023 they requested and received $500,000 in TIF funds for the conversion of two homes to permanently affordable housing. See Project 23-005TIFS, Resolution RES 2023-0042, and Contract OPR 2024-0030. That contract was successfully completed in late 2025.

[2] At the time, the form was in its draft format, having been developed by the NPAC but awaiting City legal approval. It has since been approved.

[3] See RCW 39.89.020.

values, and reduce public costs associated with nuisance properties while also increasing access to homeownership and contributing to long-term household stability and neighborhood reinvestment.

Following a roll-call vote of voting members, the NPAC voted unanimously to approve the motion, after which staff prepared to bring the item to City Council.

Financial Status of the TIF

As of April 1, 2026, the neighborhood projects account stands at a positive balance of $2,356,568. Of those funds, several projects are underway and will likely be paid within the next year. These include prior approvals for the West Central Infrastructure Project, some quick-build work for 27 by 2027, and the Native project, totaling an encumbrance of $544,588. Subtracted from the cash on hand, that leaves $1,811,980 in the fund currently.

The TIF is ongoing and generates increasing amounts of revenue each year. The current forecast for TIF revenue in 2026 is $814,685, bringing the amount available for use this year to $2,626,665, more than sufficient to fund this request as well as the other request[4] currently pending for Council review and approval.

Current Cash on Hand:	$2,356,568
Encumbered Funds:	($544,588)
Forecast 2026 Revenue:	$814,685
Total Unencumbered Funds for 2026:	$2,626,665

According to the above calculations, staff asserts there is little chance that meeting the proposal's request for funds will negatively impact the TIF or its ability to continue to fund other projects, both approved projects and those that might come later.

Requested Council Action

Pursuant to the NPAC recommendation, Staff has provided a draft Council Resolution authorizing:

- *Use of $1,200,500 of West Quadrant TIF neighborhood projects funds for repayment to Habitat for Humanity for permanently affordable housing; and*
- *Staff to execute a Reimbursement Agreement between the City and Habitat for Humanity for the allocations of the funds with no further Council action required.*

A draft Resolution authorizing these actions is attached as **Exhibit C**.

Support for the Proposal

The City is currently facing a housing emergency, as affordability drops and the supply of available housing is insufficient to meet demand[5]. Additionally, in the past few years' annual reports, NPAC has frequently called upon City Council to fund more affordable housing projects with TIF funds[6]. Lastly, City Council itself has asked staff on numerous occasions about additional opportunities to allocate TIF funds to affordable housing in the district.

Staff Recommendation

For the reasons outlined above, given the overall health of the TIF and the effectiveness of past efforts to develop permanently affordable housing in partnership with Habitat for Humanity, *staff recommends City Council approve the request.*

List of Exhibits:

Exhibit A: Application for TIF Funding
Exhibit B: Reference Map of the WQTIF
Exhibit C: Draft Council Resolution

[4] *Project 26-014TIFS, Broadway Foods and Laundromat.*

[5] *See http://planspokane.org for more information on housing affordability and state requirements for providing sufficient housing at all levels.*

[6] *See the West Quadrant TIF webpage for the 2024 Annual Report and others.*

Project 26-005TIFS, Habitat for Humanity TIF Funding Request

Exhibit A to the Staff Report

Application Materials

General Application

Rev.20240311E

Description of Proposal

Habitat for Humanity–Spokane requests West Quadrant TIF acquisition funding to purchase seven fully rehabilitated single-family homes in West Central from A Better Way, LLC. Habitat will sell each home to an income-qualified household earning at or below 80% of Area Median Income and preserve long-term affordability through a Habitat Land Trust ground lease. TIF funds will be used exclusively for acquisition. Please see attached for more information

Address of Site Proposal
(if not yet assigned, obtain address from Development Services Center [509-625-6300] before submitting application):
Various

Applicant

Name: Habitat for Humanity Spokane

Address: 1805 E Trent ave Spokane, WA 99202

Phone: 509 530 0660 Email: mgirardot@habitat-spokane.org

Property Owner

Name: NA

Address:

Phone: Email:

Agent

Name: NA

Address:

Phone: Email:

Assessor's Parcel Numbers: Various

Legal Description of Site: NA

Size of Property: NA

List Specific Permits Requested in this Application:

Submitted By:

Habitat for Humanity Spokane

☑ Applicant ☐ Property Owner ☐ Property Purchaser ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, _____, owner of the above-described property, do hereby authorize _____ to represent me and my interests in all matters regarding this application.

Acknowledgment

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 25th day of March, 20 26 , before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

_____

Notary Public in and for the State of Washington, residing at

_____

Request for TIF Funding
DRAFT Application

Rev.20250909

In addition to the General Application, requestors for funding from the West Quadrant TIF must fill out the following form and provide it to the Planning & Economic Development Department for review and submittal to the Neighborhood Project Advisory Committee. Supplemental sheets may be attached for longer answers.

PROJECT DETAILS:

Please provide the following information regarding the overall project to which this project relates. If no larger project exists, please provide as much information as possible.

Project Name: Habitat for Humanity Permanently Affordable Homeownership

Project Address or General Location: WQ TIF

Construction Dates (or Estimate): Starts (mm/yy) 5/1/2026 Ends (mm/yy) 12/1/2027

Total Cost of Project* (Approx.): $ $3,202,500 Total Requested from TIF: $ $1,200,500

Other Public or Private Funding for this Project (if any) and Approximate Amounts:
Other public funds (HTF): $420,000
Homebuyer first mortgages: $840,000
Habitat Land Trust contribution: $602,000
Down Payment Assistance (credit union/HTF/HFC): $140,000

**Please attach itemized cost estimates for improvements to be funded by the TIF, if available.*

PROPOSAL DESCRIPTION:

Please describe the overall project: Habitat for Humanity–Spokane requests West Quadrant TIF acquisition funding to purchase seven fully rehabilitated single-family homes in West Central from A Better Way, LLC. Habitat will sell each home to an income-qualified household earning at or below 80% of Area Median Income and preserve long-term affordability through a Habitat Land Trust ground lease. TIF funds will be used exclusively for acquisition. Please see attached for more information.

Features you hope to fund with TIF funding (check all that apply):

☒ Affordable Housing	☐ Streets & Curbs	☐ Sidewalks
☐ Crosswalks	☐ Signage & Signals	☐ Landscaping
☐ Street Trees	☐ Lighting/Streetlights	☐ Utility Connections
☐ Utility Lines	☐ Planning/Design	☐ Maintenance/Operations

☐ Other: Click or tap here to enter text._____

Partner Agencies or Organizations Affiliated with this Project: please see attached

Related City Projects or Programs (if any): please see attached

COMMUNITY ENGAGEMENT:

Neighborhood Councils You Have Contacted Regarding This Proposal:

☐ Riverside ☒ West Central ☐ Emerson/Garfield

☐ Other: Click or tap here to enter text.

Presentations You Have Given to Neighborhood Councils Regarding This Proposal *(provide future dates if presentations are scheduled but have not yet occurred)*:

Riverside (Dates): Click or tap here to enter text. West Central (Dates): 4/8/26

Emerson/Garfield (Dates): Click or tap here to enter text.

Other Engagement You Have Undertaken on this Project: Click or tap here to enter text.

SUPPLEMENTARY QUESTIONS:

Please attach a sheet or sheets answering the following general questions to the best of your knowledge and understanding. These questions, while general in nature, will help the Neighborhood Project Advisory Committee understand your project's value, needs, and contribution to the community and your project's relationship to the TIF's intended purpose.

1. Describe the problem, challenge, and/or opportunity your project is hoping to address.
2. Describe why TIF funds are essential/needed for this project.
3. Describe the end users and/or customers of your project. Who will be impacted by your project (positively as well as negatively) and how.
4. How might your project affect the health and safety of the neighborhood and the wider community?
5. Describe the short- and long-term economic benefits of your project, including any benefits to the immediate neighborhood as well as the larger community surrounding your project. Please submit documentation if any exists.
6. Describe how your project might benefit the surrounding neighborhood in other ways. Topics to consider are historic preservation, arts and creative outlets, job creation, affordable housing, infill (development in vacant lots, dilapidated properties), recreational access or amenities, and transportation safety or connectivity.
7. How does your project relate to the City's Comprehensive Plan? Identify any concepts in the Comprehensive Plan that relate to your project, including any goals or policies related to your project. (see www.shapingspokane.org)
8. Please attach any relevant site plans or drawings for your proposed project, preferably showing which improvements are to be TIF-funded.

SUBMITTED BY:

Name (PRINT): Michelle M. Girardot

Signature: _____ Date: 2/6/2026

☒ Applicant ☐ Property Owner ☐ Property Purchaser ☐ Agent

West Central Permanently Affordable Homeownership

At-a-Glance Summary for West Quadrant Tax Increment Financing (TIF) Request & Supplemental Questions

Project Overview

Habitat is requesting **$1.2 million** in West Quadrant TIF funding to acquire **seven rehabilitated homes** in West Central and sell them to households earning at or below **80% of Area Median Income (AMI)**. Each home will remain permanently affordable through a **Habitat Land Trust ground lease**.

Funding Request **$1.2 million in TIF support**	**Homes Delivered** **7 rehabilitated homes acquired**
Homebuyer Eligibility **Households at or below 80% AMI**	**Affordability Mechanism** **Habitat Land Trust ground lease**

1. Problem, Challenge, and Opportunity

West Central faces a combination of aging housing stock, historic disinvestment, and limited homeownership opportunity. Many homes in the neighborhood were built in the early 1900s and require substantial rehabilitation to meet modern health and safety standards.

At the same time, homes that could become ownership opportunities often move quickly and become rentals, reducing access to homeownership for neighborhood residents. The opportunity is to intervene at the point of acquisition so that rehabilitated homes become stable, owner-occupied housing rather than returning to speculation or long-term rental conversion.

2. Why TIF Funds Are Essential

Acquisition is the barrier. Even with affordable mortgages and private support, Habitat cannot compete with cash buyers or absorb the full cost of acquiring rehabilitated West Central homes while keeping them affordable to households earning at or below 80% AMI.

West Quadrant TIF funds allow Habitat to acquire the homes and ensure they become permanently affordable homeownership opportunities. TIF funds are used exclusively for acquisition.

3. End Users / Who Will Be Impacted

The primary end users are income-qualified homebuyers who will purchase and occupy the homes. These households benefit from stable, permanently affordable homeownership in a neighborhood where such opportunities are increasingly limited.

The surrounding neighborhood also benefits when vacant or distressed properties are rehabilitated, occupied, and maintained. The project is not intended to displace existing residents; it is designed to ensure reinvestment benefits the neighborhood and the people who live there now.

4. Health and Safety

This project improves neighborhood health and safety by bringing older homes up to modern standards. Rehabilitation addresses common issues in older housing, including deteriorated materials, outdated systems, moisture intrusion, and poor energy performance.

The project also reduces nuisance activity often associated with vacant or distressed properties and replaces those conditions with stable, owner-occupied homes.

5. Short- and Long-Term Economic Benefits

In the short term, the project returns distressed properties to productive residential use.

In the long term, rehabilitated homes contribute to stronger neighborhood stability, support higher property values than vacant or blighted homes, and reduce public costs associated with nuisance properties, including code enforcement and public safety response. Increased access to homeownership also contributes to long-term household stability and neighborhood reinvestment.

6. Other Neighborhood Benefits

This project supports affordable housing, infill through rehabilitation of existing homes, and long-term neighborhood stability. It preserves the character of West Central by reinvesting in existing housing stock rather than displacing current residents.

By converting distressed properties into permanently affordable homes, the project supports safer blocks, stronger neighborhood cohesion, and continued reinvestment in West Central.

7. Relationship to the City's Comprehensive Plan

This project supports goals associated with housing affordability, neighborhood stabilization, reinvestment in existing housing stock, and expanded access to homeownership. It advances the City's interest in creating stable, inclusive neighborhoods and preserving housing opportunities for lower-income households.

8. Site Plans / Improvements to Be TIF-Funded

This is a scattered-site acquisition project, so traditional site plans are not applicable. The TIF-funded activity is acquisition of completed, rehabilitated single-family homes in West Central. Habitat will provide the acquisition documentation required under the City's reimbursement process.

Proven Local Delivery

Habitat for Humanity–Spokane has served more than **450 households** through homeownership and housing preservation work, including in West Central. In West Central specifically, Habitat has completed **twelve substantial rehabilitations** as part of neighborhood revitalization efforts. The previous West Quadrant TIF award supported **two homes** that are now permanently affordable, owner-occupied residences.

What This Request Will Deliver

- 7 rehabilitated homes acquired
- 7 permanently affordable homeownership opportunities
- Homes preserved through a Habitat Land Trust ground lease
- Safer, healthier, more stable blocks within WQ-TIF boundary

Wednesday, January 14, 2026

West Quadrant TIF Neighborhood Project Advisory Committee
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201.

Dear NPAC members,

West Central is at a pivotal moment. Residents have been clear about what they need: safer blocks, healthier housing, reinvestment in aging homes, and stability for the families who have shaped this neighborhood for generations. Habitat for Humanity–Spokane shares these goals. In partnership with A Better Way, LLC, we respectfully request $1.2 million in West Quadrant TIF funding to support the acquisition of seven rehabilitated homes in West Central, all of which will be sold to income-qualified families and preserved as permanently affordable, owner-occupied housing.

This proposal builds on the success of the previous WQTIF award, which funded the acquisition of two severely distressed West Central homes—both now transformed into permanently affordable, healthy, owner-occupied homes. With this investment, Spokane can scale that progress block by block and ensure revitalization benefits the people who live here today.

Thank you for your thoughtful consideration.

In partnership,

Michelle M. Girardot
Chief Executive Officer
Habitat for Humanity–Spokane

Permanently Affordable Homeownership in West Central

Introduction — A Block-Level Story

On a spring morning in West Central, volunteers began gathering before Habitat's construction trailer even opened—not corporate teams or church groups, but neighbors from the block itself. One had lived there for more than forty years and walked over with his own tools. Another resident couldn't volunteer on site but brought breakfast down to the crew as a thank-you. A grandfather helped unload materials at the curb, telling the site supervisor, "We've been waiting a long time for someone to care about this house."

Before Habitat and A Better Way stepped in, the property had been vacant for years. Neighbors kept an informal rotation: chasing away trespassers, calling in small fires, sweeping shattered glass from the sidewalk. One mother shared that she never let her children play in the front yard because of the constant activity next door. When the rehab was completed and a family moved in, she said quietly, "Thank you. I finally feel safe letting my kids play outside again."

These moments—relief, gratitude, pride—are not unusual in West Central. They are the daily reality of residents living alongside aging housing stock, lingering blight, and decades of disinvestment. And they are the reason this proposal exists.

Background — A Neighborhood Under Pressure

West Central is one of Spokane's oldest neighborhoods, with a large portion of the housing stock built during the early 1900s. This historic fabric gives West Central its character—but also its challenges. Many homes predate modern building standards and the 1978 ban on lead-based paint, creating elevated risks of lead exposure, wiring hazards, mold, and energy inefficiency, especially for low-income families

> The neighborhood's demographic and economic conditions compound those risks:
> • Nearly 70% of West Central households rent their homes, compared with 57% citywide and 67% owner-occupancy countywide.
> • The median household income is just above $35,000, more than 40% below the city median.
> • Mortgage denial rates in Spokane County reach 30–33% for borrowers of color, compared with 22–28% for white non-Hispanic applicants.

Even though West Central home prices have softened recently, with median sale values around $280,000–$320,000, they remain out of reach for most neighborhood residents. Investor competition for older homes remains high, leading to more rental conversions rather than opportunities for long-term homeownership.

Habitat for Humanity–Spokane has seen these dynamics firsthand. Across Spokane County, Habitat has served more than 450 households through homeownership and housing preservation work, including in West Central. In West Central specifically, Habitat has completed twelve substantial rehabilitations as part of neighborhood revitalization efforts. This work demonstrates that when distressed homes are stabilized and returned to owner-occupancy with long-term affordability protections, the impact is immediate at the block level and lasting for families.

The previous $500,000 WQTIF allocation funded two such homes—properties long considered "problem houses" by neighbors. Today, they are healthy, permanently affordable homes owned by local families who intend to stay.

This proposal scales that success by acquiring seven additional rehabilitated homes.

How the Program Works

This project uses a straightforward, proven model to convert distressed properties into permanently affordable, owner-occupied homes in West Central.

First, homes in West Central that are vacant, blighted, or at risk of continued disinvestment are fully rehabilitated to modern safety, health, and energy standards. Rehabilitation includes structural repairs, major systems, building envelope improvements, and environmental remediation as needed, returning the homes to safe, code-compliant condition.

Once rehabilitation is complete, Habitat for Humanity–Spokane purchases each home using West Quadrant TIF acquisition funds, along with philanthropic contributions, Habitat Store proceeds, and buyer mortgage proceeds. TIF funds are used exclusively for acquisition, consistent with the City's reimbursement structure.

Habitat then sells each home to an income-qualified household earning at or below 80% of Area Median Income (AMI). Buyers are prepared for homeownership through Habitat's education and underwriting process and purchase the home with an affordable first mortgage, often paired with down payment assistance.

To ensure long-term community benefit, each home is preserved as permanently affordable housing through a Habitat Land Trust ground lease. This ground lease ensures the home remains affordable for future West Central families, prevents speculative resale, and supports stable homeownership while allowing families to build security and modest equity.

This model removes distressed homes from the speculative market, replaces blight with stable homeownership, and delivers lasting benefits to residents, blocks, and the broader West Central community.

Need for TIF Funding

The need is clear and specific: acquisition capital.

Even with philanthropy and affordable mortgages, Habitat cannot compete with cash buyers or absorb the full cost of acquiring rehabilitated West Central homes. TIF is the only tool that closes the gap between:

- What it costs to purchase a rehabilitated home at fair market value
- What households earning ≤80% AMI can sustainably support through an affordable mortgage

Without WQTIF, these seven homes would return to speculation, vacancy, or deterioration—rather than becoming long-term assets for West Central families.

Use of Funds

The full $1.2 million request will be used for acquisition reimbursement, consistent with the City's Reimbursement Agreement structure.

After rehabilitation is completed by A Better Way, Habitat will purchase each home using:

- WQTIF acquisition reimbursement
- Philanthropic contributions
- Habitat Store proceeds
- Buyer mortgage proceeds

Each home will then be sold to an income-qualified household and bound by permanent affordability covenants.

Projected Outcomes

Healthier, Safer Blocks

Rehabilitated, owner-occupied homes reduce trespass calls, code violations, fires, and nuisance activity—conditions long documented in West Central.

Permanent Affordability

These homes will never flip into the speculative market. They will remain accessible to future generations of low-income buyers, preventing displacement.

Stronger Neighborhood Cohesion

Owner-occupants contribute to neighborhood watch, maintain their homes, and anchor blocks where renters have historically outnumbered homeowners 2-to-1.

Fiscal Benefits to the City

The City's *Abandoned Opportunity* analysis demonstrates that each vacant or blighted property costs the City nearly $2,000 per year in police, fire, code enforcement, and cleanup. Rehabilitated homes eliminate those chronic demands.

Rehabbed homes assessed at $300,000–$400,000 contribute $3,000–$4,000 annually in property tax—often far more than the pre-rehab value.

Over ten years, each home produces:

- $40,000–$70,000 in direct municipal benefit, and
- $80,000–$150,000 in broader public-system savings

Across seven homes, this translates to:

- $280,000–$490,000 municipal benefit
- $560,000–$1,050,000+ in broader public-system savings
- West Central benefits immediately. Spokane benefits long-term.

Sources of Funds

Funding Source	Amount	When Received?
other public funds (HTF)	**$ 420,000.00**	**Closing**
Mortgages	**$ 840,000.00**	**Closing**
Habitat Land Trust	**$ 602,000.00**	**Closing**
DPA sources (credit union, HTF, HFC)	**$ 140,000.00**	**Closing**
WQ-TIF Request (171,500 × 7 homes)	**$ 1,200,500.00**	**Acquisition**
Total	**$ 3,202,500.00**	

Interim Financing

Interim Funding Source	Amount
Banner Bank Line of Credit for Public Contracts	**$1,000,000**

Use of Funds

Activity	Amount
Acquisition (Land or Rehab)	**$ 2,515,380.00**
Construction	$ 525,000.00
Developer fee, legal, closing costs	$ 162,120.00
Total	**$ 3,202,500.00**

Conclusion

This project offers Spokane a proven, community-centered strategy to stabilize West Central. With a $1.2 million TIF investment, Spokane will convert seven distressed houses into permanently affordable homes—creating safer streets, healthier housing, stable homeownership, and long-term public savings. Most importantly, this investment ensures that West Central's future continues to belong to the people who live there now.

Habitat and its partners stand ready to deliver these homes quickly, responsibly, and with deep community benefit.

West Quadrant TIF and the Kendall Yards Subarea

Drawn April 07, 2026 by the Planning & Economic Development Department

Neighborhood Projects Area

Kendall Yards Subarea

Buildings

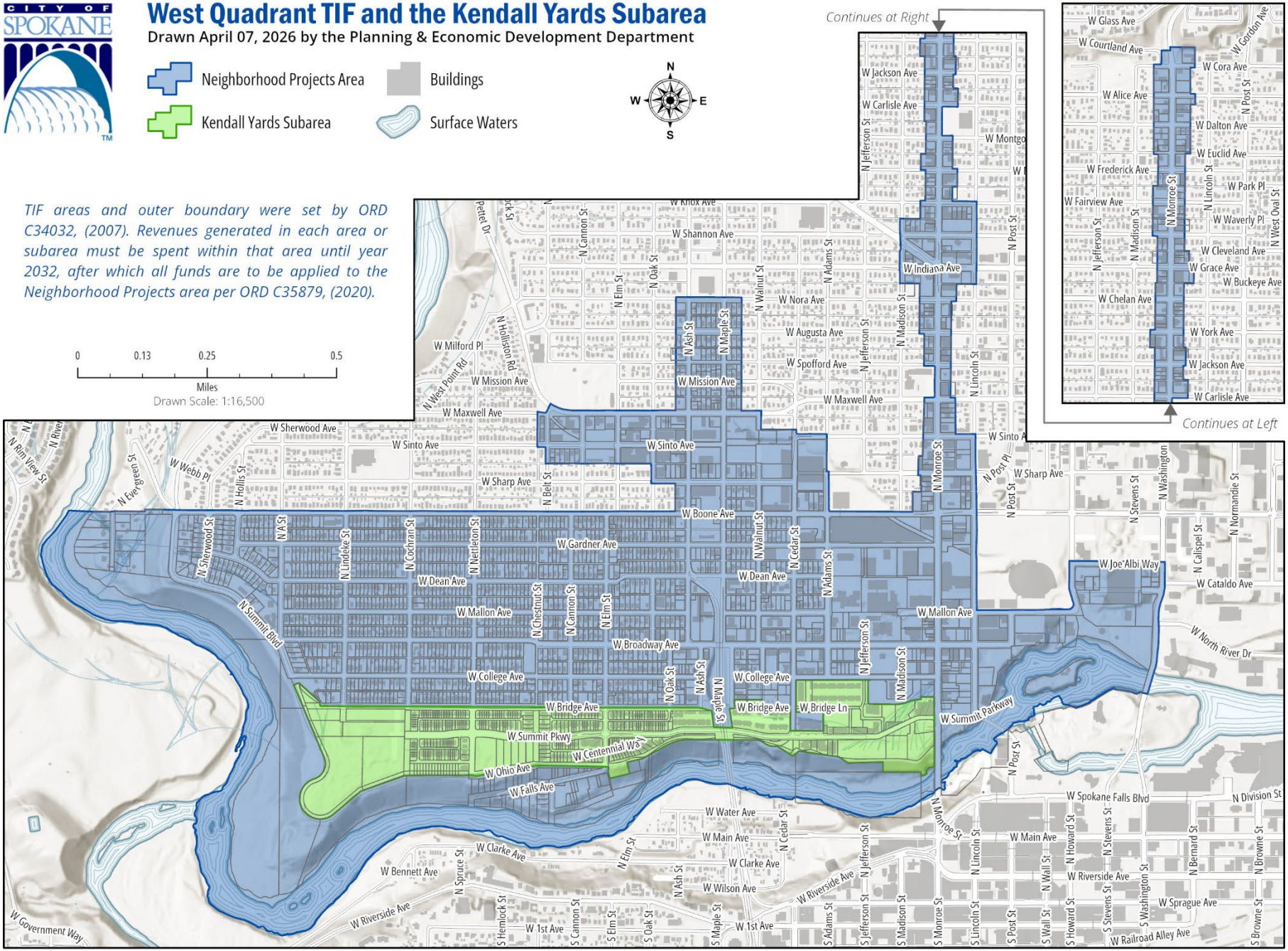
Surface Waters

TIF areas and outer boundary were set by ORD C34032, (2007). Revenues generated in each area or subarea must be spent within that area until year 2032, after which all funds are to be applied to the Neighborhood Projects area per ORD C35879, (2020).

0 0.13 0.25 0.5

Miles

Drawn Scale: 1:16,500



Drawn By: Kevin Freibott, Planning & Economic Development, kfreibott@spokanecity.org

Path: H:\Planning\Programs_Long_Range\GIS Mapping Program\West Quadrant TIF\West Quadrant TIF.aprx

Project 26-005TIFS, Habitat for Humanity TIF Funding Request

Exhibit C to the Staff Report

DRAFT Council Resolution

RESOLUTION 2026-____

A resolution setting forth the City Council's approval and endorsement of funding for Habitat for Humanity from the Neighborhood Projects area of the West Quadrant Tax Increment Financing district. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing ("WQTIF") district, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee ("NPAC") to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects, pursuant to their purpose under Resolution RES 2007-0101; and

WHEREAS, the City has successfully completed a prior request for WQTIF funds from Habitat for Humanity, as adopted in Resolution 2023-0042 and contracted in OPR 2024-0030, actions which directly resulted in two additional permanently affordable homes in the district in the past; and

WHEREAS, the NPAC met on February 4, 2026 to hear a new request from Habitat for Humanity for $1,200,500 in TIF funds for the acquisition of homes to be renovated and converted to permanently affordable housing; and

WHEREAS, the NPAC has determined that the proposed acquisitions are within the WQTIF boundary and represent the types of projects the WQTIF funds may fund as described by ordinance C34032, as amended by ordinance C35879; and

WHEREAS, at their March 4, 2026 meeting the NPAC voted unanimously to recommend the City Council approve the use of funds for the proposed project in the amount of $1,200,500; and

WHEREAS, the City estimates that increment revenues to the WQTIF this year will be approximately $814,685, in addition to the $2,356,568 currently on hand for that account, an amount sufficient to pay the request outright;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses funding to be provided to Habitat for Humanity from the WQTIF for the purposes of acquiring homes for the establishment of permanently affordable housing in the WQTIF district; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through the Planning & Economic Development department, and any other applicable staff, to execute the appropriate contracts and related documents without further action by the City Council.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 04/20/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	4/15/2026
		Clerk's File #	ORD C36867
		Cross Ref #	
Council Meeting Date: 05/11/2026		**Project #**	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SIX MONTH EXTENSION OF ORDINANCE C36699 REGARDING PLANNED UNIT		

Agenda Wording

An ordinance to consolidate and further amend two active interim zoning ordinances, ordinance C36699 and ordinance C36748, concerning planned unit developments; extending the expiration of both; further modifying section 17G.070.030; and reiterating a work program.

Summary (Background)

On June 23, 2025, City Council adopted ordinance C36699, an interim zoning ordinance which temporarily expands opportunities for small-scale commercial uses in Planned Unit Developments (PUDs). Under state law, ordinance C36699 expires one year after adoption unless extended for another six months. This ordinance would extend ordinance C36699 through December 23, 2026. It would also make two changes to the PUD code based on feedback from reviewing the development process for projects using these requirements. On August 25, 2025, City Council also adopted ordinance C36748, an interim zoning ordinance to clarify the calculation of density in planned unit developments, with an expiration date of August 25, 2026. Ordinance C36699 and ordinance C36748 both modify the same section of code and address the same subject. This ordinance extends the interim controls under both ordinances and has them expire on the same date. This ordinance does two things. First, the square footage allowed for individual commercial spaces would be expanded to 10,000 square feet. Applicants have noted that the current 5,000 square feet is challenging to lease in the marketplace. Second, the list of site development standards that can be modified would be amended to include new standards that were not in effect at the time the PUD code was last updated. Applicants have noted that newer standards are not addressed in the PUD code, which leaves uncertainty about whether they can be accounted for in a new PUD. Final reading will be a hearing

What impacts would the proposal have on historically excluded communities?

Residents of all neighborhoods, including those in lower-income neighborhoods, benefit from increased access to small-scale commercial businesses that provide goods and services. Increasing neighborhood access to small-scale commercial reduces the need to own and operate a car, empowers children to be independent, and can open up opportunities for residents to own and operate a business.

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

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

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

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

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?

• Comp Plan policy LU 1.3 - Small-format retail and medical uses are complementary to low-intensity residential neighborhoods • Comp Plan policy LU 4.2 - Provide a compatible mix of housing and commercial uses • Comp Plan policy H 1.4 – Locate new residential development where services are available • Comp Plan policy H 2.4 – Link housing with other uses, including daily-needs services • Comp Plan policy N 7.1 – Increase public gathering places within neighborhoods • Comp Plan policy N 2.1 – Ensure neighborhoods offer cultural, social, and recreational opportunities • Sustainability Action Plan strategy TL 1.1 – Increase housing in proximity to employment opportunities and activity centers • Sustainability Action Plan strategy TL 1.6 – Allow

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
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ORDINANCE NO. C36867

An ordinance to consolidate and further amend two active interim zoning ordinances, ordinance C36699 and ordinance C36748, concerning planned unit developments; extending the expiration of both; further modifying section 17G.070.030; and reiterating a work program.

WHEREAS, on June 23, 2025, City Council adopted ordinance C36699, an interim zoning ordinance regarding planned unit developments, with an expiration date of June 23, 2026; and

WHEREAS, on August 25, 2025, City Council adopted ordinance C36748, an interim zoning ordinance to clarify the calculation of density in planned unit developments, with an expiration date of August 25, 2026; and

WHEREAS, ordinance C36699 and ordinance C36748 both modify the same section of code and address the same subject; and

WHEREAS, consolidating amendments to SMC 17G.070.030 to align expiration dates will enhance the understanding of both ordinances, their effects, and timelines; and

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

WHEREAS, evaluation of the existing Planned Unit Development code has highlighted additional interim clarifications that would be immediately beneficial in providing more housing; and

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

WHEREAS, the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code is expected to continue beyond the expiration of June 23, 2026; and

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

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council’s findings of fact in support of the continuation of the interim official controls previously established by Ordinances C36699 and C36748.

Section 2. Hearing. That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

Section 3. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and propose modifications to the Planned Unit Development code as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code projects.

Section 4. Duration. That the duration of the interim official control enacted by ordinance C36699 and ordinance C36748 shall be extended an additional six months to December 23, 2026.

Section 5. That section 17G.070.030 of the Spokane Municipal Code, amended by ORD C36699 and ORD C36748, is further amended as follows:

Section 17G.070.030 Development Standards

A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:

    a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:

        i. community building with indoor and/or outdoor recreation facilities;
        ii. recreational vehicle and personal storage area;
        iii. consolidated guest parking facilities.

    b. Retail sales and service uses and office uses are permitted subject to the following limitations:

        i. The PUD site is larger than 20 acres; and
        ii. Individual retail sales and service uses and office uses shall not exceed a floor area of ((~~five~~)) ten thousand (((~~5,000~~))) (10,000) square feet each; and

iii. The total site area developed with retail sales and service uses and office uses shall not exceed five percent (5%) of the total PUD site area; and

vi. A one hundred percent (100%) increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses; and

vii. Outdoor seating is permitted and is not counted towards the limitations on floor area in subsection (b)(ii); and

viii. Retail sales and service uses and office uses shall follow the Centers and Corridors design standards for Pedestrian Streets in SMC 17C.122.060; and

ix. Prohibited uses include but are not limited to:

A. Marijuana production, processing, and retailing as controlled by SMC 17C.347
B. Off-premises alcohol outlets as defined and controlled by SMC 17C.348
C. Drive-through Facilities
D. Adult Business
E. Commercial Parking as defined in SMC 17C.190.220 on a surface parking lot
F. Mini-Storage Facilities
G. Quick Vehicle Servicing

2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:

a. Retail sales and service uses and office uses are permitted subject to the following limitations:

i. The PUD site is larger than ten acres,

ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.

iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.

iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.

v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.

vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.
b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and
c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

The calculation of density for a planned unit development is as provided in the base zone.

4. Transfer of Development Rights.

An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.
b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.
c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

    a. The minimum lot size, lot depth and lot width standards may be modified.
    b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

    The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

    a. Front and rear yard setbacks.

        i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.
        ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.
        iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.

    b. Side Yard Setbacks.

i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.
ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

c. Angled Setbacks.

i. Angled setbacks may be modified without limitation.

4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.
b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.230(C)(5).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a

street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

10. Building Footprint Per Primary Building.

An applicant may request an increase of up to 10% to the maximum allowable building footprint per primary building on an individual lot.

11. Other Standards.

The following standards may be modified without limitation:

a. Maximum total building coverage on individual lots;
b. Maximum lot impervious coverage on individual lots; and
c. Open space requirements on individual lots as provided in 17C.111.310.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the

active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

The requirements for common open space under this section are separate from open space requirements on individual lots as provided in SMC 17C.111.310 and Table 17C.111.205-2. As identified above in (C)(11), an applicant may request a modification to the standards in SMC Title 17C so long as the provided common open space is equal to or greater than those required by adherence to the open space standards in SMC Title 17C. Additional conditions for open space amenities may apply, as provided above.

1. In planned unit developments, the following requirements shall apply:

    a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.
    b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.
    c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:

    a. A homeowners' or property owners' association as regulated by state law.
    b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

1. Through lots.

   Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not “turn its back” on a collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date