CITY OF SPOKANE

REGARDING CITY COUNCIL MEETINGS

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

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

WebEx call in information:

July 14, 2026, 11:00 a.m. Agenda Review Session:
1-408-418-9388; access code: 2492 172 9618; password: 0320

July 15, 2026, 6:00 p.m. Legislative Session:
1-408-418-9388; access code: 2496 991 7004; password: 0320

To participate in public comment (including Open Forum):

Public comment sign-up is open beginning at 5:00 p.m. on Friday, July 10, 2026, and ending at 6:00 p.m. on Wednesday, July 15, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on July 13, 2026. You must sign up by 6:00 p.m. on Wednesday, July 15, 2026, to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

LAND ACKNOWLEDGEMENT

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

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

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

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

Adopted by Spokane City Council on the 22nd day of March, 2021

via Resolution 2021-0019

THE CITY OF SPOKANE

COUNCIL AGENDA

July 15, 2026

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

Mayor Lisa Brown
Council President Betsy Wilkerson

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

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers:

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

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

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

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

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

AGENDA REVIEW SESSION

(11:00 a.m. Tuesday, July 14, 2026)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

AGENDA REVIEW (Staff or Council Member briefings and discussion)

CONSIDERATION OF DEFERRALS OR AMENDMENTS OF ITEMS ON COUNCIL AGENDA

APPROVAL BY MOTION OF AGENDA

EXECUTIVE SESSION

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

LEGISLATIVE SESSION

(6:00 p.m. Wednesday, July 15, 2026)
(Council Chambers Lower Level of City Hall)

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

EXPRESS TESTIMONY

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

FINAL HEARINGS

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

PROPOSED LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address the entire proposed legislative items section as a whole. No final action is expected to be taken by council on these items during this legislative session.

Special Budget Ordinances (Proposed)

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

Resolutions (Proposed)

Ordinances (Proposed)

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

2. **ORD C36902** to adopt an overlay zone for property located at 4900 valley springs road in the city and county of Spokane, state of Washington, by amending the official zoning map to show a planned unit development overlay zone for said property (Council Sponsors: Council President Wilkerson and Council Member Cathcart) Melissa Owen

PENDING LEGISLATIVE ITEMS

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

A. Boards and Commissions Appointments (Pending)

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

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

B. Reports, Contracts and Claims (Pending)

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

1. Amend police uniform contract to add additional items and allow for vendor requested pricing increases. (OPR 2024-0289) (This item went to F&A on 6-22-26) (Council Sponsors: Council Members Telis and Cathcart) Chief Kevin Hall

2. Contract for the purchase and implementation of the USDD Phoenix G2 fire station alerting system to support the City's public safety communications systems. The USDD Phoenix G2 solution will provide comprehensive notification system for fire station alerting and automated radio dispatching. This system enhances resiliency and continuity of fire station alerting operations through redundant architecture and reliable network infrastructure, supporting the City's fire and emergency response capabilities. Approval authorizes contract execution, system deployment, and implementation. Proposed for acquisition through cooperative purchasing agreement HGAC EC07-23. (OPR 2026-0567) (This item went to F&A on 6-22-26) (Council Sponsors: Council President Wilkerson and Council Member Telis) Mike Forbes

3. Approval amend VB 301495 to allow for pricing increases at vendor request, and add additional optional ballistic body armor for Executive Staff. (OPR 2026-0325) (This item went to F&A on 6-22-26) (Council Sponsors: Council Members Telis and Cathcart) Chief Kevin Hall

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

Urban Experience Committee (UE) (Pending)

1. Conditional Multifamily Tax Exemption contract with 2430 and 2434 W Pacific Partnership, for the property located at 2430 W Pacivic Ave., to create 8 dwelling units. Following construction the project intends to finalize under the 8yr exemption.

(OPR 2026-0566) (Council Sponsors: Council Members Dixit and Zappone) Hollis Staal

2. Contract amendment provides additional funding for supplemental cleanup and abatement services within the public right of way in coordination with City Code Enforcement and the Downtown Spokane Partnership. This is an amendment for OPR 2024-0970 for work conducted by subcontractor under this contract. (OPR 2024-0970) (This item went to F&A on 6-22-26) (Council Sponsor: Council Member Dillon) Luis Garcia

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

1. Fleet Services would like to renew our Value Blanket with Pomp's Tire for the purchase of tires and tire related products for 3 years. (OPR 2024-0526) (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rick Giddings

2. Fleet Services would like to purchase a Trail King TKT30 Tilt Deck Equipment Trailer for the Water Department. (OPR 2026-0564) (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rick Giddings

3. Fleet Services would like to purchase the second of 2 International HV607 6 Wheel Dump Trucks for the Street Department. (OPR 2026-0565) (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rick Giddings

4. Contract amendment with Summit Law Group, Seattle, WA re Bacon, et. al., v. City of Spokane, et. al. This amendment will increase the contract by $200,000 for a contract total of $885,000.00. (OPR 2021-0722) (Council Sponsor: Council Member Dillon) Michael Piccolo

5. The City of Spokane's existing City Hall back up generator has reached its end of useful service life and is under contract to be replaced by Triumph Electric, LLC. located at 8902 S. Stevens Creek Road, Spokane, Washington. (OPR 2025-0701 / PW ITB 6408-25) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart) Dave Steele

6. The Street Department is seeking approval to amend the cost of Value Blanket VB-301399 with Western Systems Inc. to add $205,000 for the current contract period (10/4/2025-10/3/2026) to purchase signal equipment for the Pacific Greenway Project. (OPR 2022-0617) (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Clint Harris

7. Federal Lobbying Services Contract Renewal with Desimone Consulting (OPR 2025-0262) (Council Sponsors: Council President Wilkerson and Council Member Dillon) Adam McDaniel

C. Emergency Ordinances (Pending)

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

1. **ORD C36894** to repeal and amend Spokane Municipal Codes as needed to transfer the boiler and pressure vessel inspection program to the State and designate the Building Official as the responsible authority for the boiler operator license program. (Council Sponsors: Council Members Telis and Zappone) Tami Palmquist

D. Special Budget Ordinances (Pending)

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

The following item requires a rules suspension to be added to the pending section of the agenda (ORD C36905):

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

E. Resolutions and Ordinances (Pending)

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

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

3. **RES 2026-0051** approving settlement of claims made by Larry Pond in the amount of $105,000.00. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

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

5. **ORD C36892** expanding and strengthening the 1% for Public Art Program; amending Sections 04.05.050, 07.06.430, and 07.08.106; repealing Sections 07.06.410 and 07.06.420; and adopting a new Section 07.06.425 of the Spokane Municipal Code. Adam McDaniel

   Council Member Dixit requests motion to consider proposed amendment to Ordinance C36892 filed July 2, 2026, and included in agenda packet under ORD C36892.

6. **ORD C36901** relating to designated shared streets; adopting a new Section 12.08.070 to the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke) Jackson Deese

   Council Member Dixit requests motion to consider proposed amendment to Ordinance C36901 filed July 2, 2026, and included in agenda packet under ORD C36892.

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

   The following three items require a rules suspension to be added to the pending section of the agenda (ORD C36899, ORD C36898, ORD C36897):

8. **ORD C36899** issuance and delivery of not to exceed $53,000,000 of the city's limited tax general obligation refunding bonds, series 2026, to provide money to defease and/or refund all or a portion of the city's outstanding limited tax general obligation refunding bonds, series 2015. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Matt Boston

9. **ORD C36898** issuance and delivery of not to exceed $56,500,000 of the city's unlimited tax general obligation refunding bonds, series 2026, to provide money to defease and/or refund all or a portion of the city's outstanding unlimited tax general obligation bonds, series 2015. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Matt Boston

10. **ORD C36897** issuance and delivery of not to exceed $106,000,000 of the city's water and wastewater system revenue refunding bonds, series 2026 to pay, defease, redeem and retire all or a portion of the city's outstanding water and wastewater system revenue bonds, series 2014. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Matt Boston

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

12. **ORD C36895** relating to sewer to correct sections of 13.03 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Elizabeth Schoedel

F. Special Considerations (Pending)

FURTHER ACTION DEFERRED ON PENDING LEGISLATIVE ITEMS

FINAL LEGISLATIVE ITEMS

Speakers will have up to two (2) minutes to address all final legislative items as a whole. Council is expected to take final action on these items during the evening legislative session.

A. Boards and Commissions Appointments (Final)

Spokane Urban Native Advisory Council (SUNAC) (CPR 2026-0020) – Ten Appointments:

- Lacey Bacon-Abrahamson
- Tamika Lamere
- Toni Lodge
- Maureen Rosette
- Stephanie SiJohn
- Jenny Slagle
- Danielle Stensgar
- Angel Tomeo Sam
- Marina Turningrobe
- LaRae Wiley

B. Reports, Contracts and Claims (Final)

Public Safety and Community Health Committee (PSCHC)

Public Infrastructure, Environment and Sustainability Committee (PIES)

1. On-call contract for public engagement services with The Langdon Group for $100,000. (OPR 2026-0559 / RFP 6488-26) (Council Sponsor: Council Member Klitzke) Nate Sulya

2. On-call contract for public engagement services with Horrocks for $75,000. (OPR 2026-0560 / RFP 6488-26) (Council Sponsor: Council Member Klitzke) Nate Sulya

3. On-call contract for public engagement services with Kimley-Horn and Associates, Inc. (Spokane) for $150,000. (OPR 2026-0561 / RFP 6488-26) (Council Sponsor: Council Member Klitzke) Nate Sulya

4. This agenda item proposes to brief City Council on the potential for enacting an amendment to the 2024 Wheelshare Contract, which continues through the end of 2026, to consider adjustments to winter operational fees, fleet sizes and fleet composition. (OPR 2024-0437) (Council Sponsors: Council Members Zappone and Klitzke) Jackie Johnsen

5. Five-year master contract with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse/recycling containers and roll off boxes - estimated annual expenditure - $400,000, plus applicable taxes.(OPR 2026-0596) (Council Sponsor: Council Member Klitzke) Trace Bradburn

6. Contract renewal 2 of 2 with Applied Industrial Technologies (Spokane, WA) for the as-needed purchase and installation of conveyor belts at the Waste to Energy Facility from 7/1/26-6/30/27 and a total cost not to exceed $170,000.00, plus tax. (OPR 2023-0686) (Council Sponsor: Council Member Klitzke) Trace Bradburn

7. Contract with Osborn Consulting to perform a stormwater program and infrastructure evaluation and assessment. (OPR 2026-0562) (Council Sponsor: Council Member Klitzke) James “Trey” George III

8. Low Bid of Halme Construction, Inc. (Spokane) for Washington Stevens Grind and Overlay - $1,689,808.69. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Riverside Neighborhood) (OPR 2026-0563 / ENG 2023118) (Council Sponsor: Council Member Klitzke) Dan Buller

   The following item requires a rules suspension to be added to the final section of the agenda (OPR 2026-0575):

9. Low Bid of Active Construction, Inc. (Tacoma, WA) for Pacific Avenue Greenway - Howard to Sherman 2022069 - $3,365,650. An administrative reserve of 10% of the contract will be set aside. (Riverside and East Central Neighborhoods) (OPR 2026-0575 / ENG 2022069) (Council Sponsor: Council Member Klitzke) Dan Buller

Urban Experience Committee

1. Amendment to shift $10k from a Continuum of Care program to another program, Host Homes, operated by Catholic Charities to increase utilization of funds. (OPR 2025-0161) (Council Sponsor: Council Member Zappone) Jon Klapp

Finance and Administration Committee

Report of the Mayor of Pending:

1. Claims and payments of previously approved obligations, including those of Parks and Library, through June 19, 2026, total $5,376,554.61, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $4,658,725.03. (CPR 2026-0002)

2. Claims and payments of previously approved obligations, including those of Parks and Library, through June 26, 2026, total $15,304,211.11, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $14,906,245.05. (CPR 2026-0002)

3. Payroll claims of previously approved obligations through June 20, 2026: $10,555,202.18. (CPR 2026-0003)

Minutes:

1. City Council Meeting Minutes – June 15, 2026 (CPR 2026-0013)

2. City Council Meeting Minutes – June 22, 2026 (CPR 2026-0013)

3. City Council Special Meeting Minutes – June 11, 2026 (CPR 2026-0013)

4. City Council Special Meeting Minutes – June 18, 2026 (CPR 2026-0013)

C. Emergency Ordinances (Final) (Require 5 Affirmative Votes)

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

D. Special Budget Ordinances (Final) (Require 5 Affirmative Votes)

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

1. **ORD C36889** amending Ordinance No. C36794, entitled in part, “An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane”, and amending it to award Heart fund dollars to projects selected by the Affordable Housing Committee (AHC) and the Community, Housing, and Human Services

(CHHS) Board, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Heather Page

2. **ORD C36890** amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to provide eviction prevention services, and declaring an emergency. (Council Sponsors: Council Members Zappone and Dixit) Dawn Kinder

3. **ORD C36891** amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to add an accountant position for Parks & Recreation, and declaring an emergency. (Council Sponsors: Council Members Zappone and Dixit) Rich Lentz

4. **ORD C36885** amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to finance the purchase of public safety capital equipment, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart) (Deferred as amended from June 22, 2026, Agenda, during June 22, 2026, 3:30 p.m. Agenda Review Session) Matt Boston

5. **ORD C36904** amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to adjust pay ranges to align with salary analysis (for Quarter 2 – 2026), and declaring an emergency. (Council Sponsors: Council Members Zappone and Dixit) (Deferred as amended from June 22, 2026, Agenda, during June 22, 2026, 3:30 p.m. Agenda Review Session) Allison Adam

E. Resolutions and Ordinances (Final) (Require 4 Affirmative Votes)

1. **RES 2026-0043** setting forth the City Council's budget priorities for the 2027-2028 biennium, pursuant to Section 07.14.030 of the Spokane Municipal Code.(Council Sponsors: Council President Wilkerson and Council Member Dillon) Chris Wright

2. **RES 2026-0044** Funding Allocation from the City of Spokane's Housing and Homeless Services department for the Homeless, Housing, Operations, and Services program.(Council Sponsors: Council Members Zappone and Dixit) Keri Cederquist

3. **RES 2026-0045** HEART funds support households earning less than 60% AMI, meeting one of the restrictive use categories as identified in the RCW. This includes, Veterans, Seniors, households experiencing homelessness, households at-risk of homelessness, households fleeing domestic violence, unaccompanied youth and young adults, person with disabilities including behavioral health disabilities. These are households that represent historically excluded communities.(Council Sponsors: Council Members Zappone and Dillon) Heather Page

4. **RES 2026-0046** proposing arterial speed limit changes on sections of Central Avenue, Cowley Street, Deer Heights Road, Palouse Highway, Sunset Highway, G Street, Perry Street, Valley Springs Road and Summit Blvd-Mission Avenue. (Council Sponsors: Council Members Klitzke and Zappone) Inga Note

5. **RES 2026-0047** approving the appointment of Giacobbe Byrd as the City Clerk for the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Members Dixit and Cathcart) Alex Scott

6. **RES 2026-0048** approving settlement on West Terrace Golf v. City of Spokane litigation where (1) City to receive money from Court Registry in the amount of $92,003.02; (2) account write off of $93,573.60 plus interest and penalties of $51,852.60; (3) in exchange for full satisfaction, waiver and release of all claims and dismissal of the lawsuit with prejudice. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Elizabeth Schoedel

7. **RES 2026-0042** providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed $4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for public safety vehicles, improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto. (Council Sponsors: Council Members Telis and Cathcart) (Deferred as amended from June 22, 2026, Agenda, during June 22, 2026, 3:30 p.m. Agenda Review Session) Matt Boston

8. **ORD C36877** Creating a right for cooling for residential tenants and requiring that adequate cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon, Klitzke, and Dixit) (First Reading deferred to June 22, 2026, Agenda, from June 1, 2026, Agenda, during May 18, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Second Reading to July 15, 2026.) (As amended during June 8, 2026, 3:30 p.m. Agenda Review Session) Matt Boston

F. Special Considerations (Final)

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is

limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (https://my.spokanecity.org/citycouncil/documents/) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: https://my.spokanecity.org/citycouncil/meetings/signup/. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The July 15, 2026, Regular Legislative Session of the City Council is adjourned to July 22, 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.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/29/2026

Date Rec'd	6/17/2026		
Clerk's File #	ORD C36903		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	RENEE 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ALIGNING THE LOCAL OPTION COMMERCIAL PARKING TAX REMITTANCE		

Agenda Wording

An ordinance adjusting the remittance date of the local option commercial parking tax to better align with the Washington state filing deadlines; amending Section 08.22.040 of the Spokane Municipal Code.

Summary (Background)

This ordinance adjusts the due date of the local option commercial parking tax from fifteen days after the last day of the month to the last business day of the month. This change will make the remittance procedures administratively easier for commercial parking operators and City staff.

What impacts would the proposal have on historically excluded communities?

N/A - This proposed ordinance is a small administrative change providing administrative flexibility for commercial parking operators.

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

N/A - This proposed ordinance is a small administrative change providing administrative flexibility for commercial parking operators.

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

This proposed ordinance is based on feedback from parking operators as well as City staff.

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

This proposal is consistent with SMC 08.22 and other City remittance procedures.

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
	nzollinger@spokanecity.org
rrobertson@spokanecity.org	

ORDINANCE NO. C36903

An ordinance adjusting the remittance date of the local option commercial parking tax to better align with the Washington state filing deadlines; amending Section 08.22.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.22.040 of the Spokane Municipal Code is amended to read as follows:

Section 08.22.040 Collection and Remittance of Commercial Parking Tax to the City

A. A commercial parking business or person acting on behalf of a commercial parking business shall collect the amount of the commercial parking tax at the time payment for the parking fee is made.

B. The commercial parking tax shall be stated separately from the parking fee on all instruments evidencing the parking fee.

C. The commercial parking tax imposed by this chapter is due and payable monthly. Every commercial parking business or person subject to the commercial parking tax shall file a verified return, in such form as prescribed by the Chief Financial Officer and remit the tax due by the last day of the month. The commercial parking tax shall be deemed held in trust by the person required to collect the same until remitted to the City. Any commercial parking business or person that fails to collect the commercial parking tax, or that collects the commercial parking tax but fails to remit the commercial parking tax to the City, shall be liable to the City for the amount of such tax.

D. The City shall be authorized to review and inspect financial records involving activities of commercial parking businesses which are taxable by this tax, at least quarterly each year.

E. If a commercial parking business subject to this tax fails to pay any tax required by this chapter ((~~within fifteen (15) days~~)) by the last business day of the month after the due date thereof, there may be added to such tax a penalty of ten % (10%) of the tax per month for each month overdue, which shall be added to the amount of the tax due.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 06/15/2026 **Committee Agenda type:** Consent		**Date Rec'd**	6/10/2026
		Clerk's File #	ORD C36902
		Cross Ref #	
Council Meeting Date: 07/29/2026		**Project #**	
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	MELISSA OWEN 6063	**Requisition #**	
Contact E-Mail	MOWEN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BEACON HILL PUD OVERLAY ADOPTION ORDINANCE		

Agenda Wording

AN ORDINANCE TO ADOPT AN OVERLAY ZONE FOR PROPERTY LOCATED AT 4900 VALLEY SPRINGS ROAD IN THE CITY AND COUNTY OF SPOKANE, STATE OF WASHINGTON, BY AMENDING THE OFFICIAL ZONING MAP TO SHOW A PLANNED UNIT DEVELOPMENT OVERLAY ZONE FOR SAID PROPERTY

Summary (Background)

This is a private development proposal for which preliminary approval of the PUD and long plat was already received. All procedural requirements were completed prior to the application being heard before the Hearing Examiner on January 6, 2011. Pursuant to the Type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Long Plat on January 6, 2011. On February 8, 2011, the Hearing Examiner approved a Planned Unit Development Overlay Zone and a Preliminary Long Plat for said property subject to conditions. The appeal period for this decision ended February 22, 2011. Three developer agreements were entered into between 2018 and 2013 extending the life of the final PUD/Plat (Original Developer Agreement adopted by council on 11/26/18, 1st Amendment to the Developer Agreement adopted by council on March 17, 2022, and 2nd Amendment to the Developer Agreement adopted by council on May 22, 2023). The next procedural step is to adopt the Hearing Examiner Decision and update the City's Zoning Map to reflect the overlay. Subsequent building permits will be reviewed and approved by the Development Services Center. The total area proposed for the final PUD overlay is 32.825 acres. The difference in acreage between the preliminary and final overlay zones is based on a small forthcoming boundary line adjustment between parcel 35022.0050 (addressed as 4900 E Valley Springs Rd) and parcel 35022.0024 (addressed as 4848 E Valey Springs Rd), removal of land now under separate ownership which was originally proposed for development of 20 single family lots to the southwest of future Custer Street, and an approximate one-acre site directly between future Chronical Street and City-owned parcel 35022.0041 To complete the PUD Overlay process an ordinance is presented to City Council for the adoption of the Findings, Conclusions, and Decision of the Hearing Examiner dated February 8, 2011.

What impacts would the proposal have on historically excluded communities?

None known – this project completed the required public process including public hearing before the hearing examiner

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

N/A

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

N/A

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

The proposal was consistent with the City's 2001 Comprehensive Plan and 2006 updates at time of preliminary PUD and Long Plat application and continues to be consistent with multiple goals and polices from the land use, housing, and neighborhoods chapters of the Comprehensive Plan. The uses allowed under the 2011 decision include single-family, middle, and multi-family residential development ranging from detached and attached single-family homes, duplexes, triplexes and multi-family buildings. A total of 141 lots over +/-40 acres were approved for a total of 304 units. This project, Beacon Hill, includes common open space and public infrastructure such as street with separate sidewalks and utilities. The underlying zoning will remain R1

Council Subcommittee Review

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

Narrative

The applicant is proposing a change to the City's Zoning Map for portions of parcels 35022.0050 and 35022.0040 addressed as 4900 E Valley Springs Rd and unassigned (32.825 acres), by amending the official zoning map to show a planned unit development over

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
	tpalmquist@spokanecity.org
smacdonald@spokanecity.org	sgardner@spokanecity.org
tblack@spokanecity.org	akiehn@spokanecity.org

ORDINANCE NO. C36902

An ordinance to adopt an overlay zone for property located at 4900 Valley Springs Road in the City and County of Spokane, State of Washington, by amending the official zoning map to show a Planned Unit Development overlay zone for said property.

WHEREAS, The Hearing Examiner held a public hearing on January 6, 2011, at the request of the owner of certain property zoned RSF (Residential Single Family) and RMF (Residential Multifamily), and generally located on the south side of Wellesley Avenue east of Havana Street where Wellesley Avenue becomes Valley Springs Road within the City and County of Spokane, State of Washington, and on February 8, 2011, approved a Planned Unit Development Overlay Zone subject to conditions; and

WHEREAS, the designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment;

NOW, THEREFORE, the City of Spokane does ordain:

The Director of Planning Services is directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit B and legally described as:

A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN (SEE EXHIB A FOR FULL LEGAL DESCRIPTION)

with a Planned Unit Development Overlay Zone.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

EXHIBIT A - BEACON HILL PUD OVERLAY LEGAL DESCRIPTION:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN;

DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 2;

THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;

THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, 988.23 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 3;

THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 137.85 FEET;

THENCE SOUTH 90°00'00" WEST 208.71 FEET;

THENCE SOUTH 00°00'00" WEST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 274.77 FEET;

THENCE SOUTH 90°00'00" WEST 60.00 FEET;

THENCE NORTH 00°00'00" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 50.95 FEET;

THENCE SOUTH 89°45'43" WEST 82.32 FEET;

THENCE NORTH 00°00'00" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 89°45'43" WEST 87.62 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 330.00 FEET, CONCAVE TO THE NORTHWEST, THE CENTER OF WHICH BEARS NORTH 85°12'27" WEST;

THENCE SOUTHWESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°07'39", AN ARC DISTANCE OF 311.75 FEET TO A REVERSE CURVE WITH A RADIUS OF 470.00 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°02'37", AN ARC DISTANCE OF 156.22 FEET;

THENCE SOUTH 39°52'35" WEST 75.71 FEET TO A CURVE WITH A RADIUS OF 20.00 CONCAVE TO THE EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°42'52", AN ARC DISTANCE OF 29.57 FEET TO A REVERSE CURVE WITH A RADIUS OF 280.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°52'03", AN ARC DISTANCE OF 38.45 FEET;

THENCE SOUTH 53°01'46" WEST 60.00 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 220.00 FEET, CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 53°01'46" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°12'38", AN ARC DISTANCE OF 20.01 FEET, TO A COMPOUND CURVE WITH A RADIUS OF 20.00 FEET;

THENCE WESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°56'33", AN ARC DISTANCE OF 34.19 FEET;

THENCE SOUTH 39°52'35" WEST 20.00 FEET;

THENCE NORTH 50°07'25" WEST 60.00 FEET;

THENCE NORTH 39°52'35" EAST 106.35 FEET;

THENCE NORTH 50°07'25" WEST 120.00 FEET;

THENCE NORTH 39°52'35" EAST 90.00 FEET TO A CURVE WITH A RADIUS OF 650.00 FEET CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°41'45", AN ARC DISTANCE OF 144.03 FEET;

THENCE NORTH 37°25'40" WEST 556.15 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 3;

THENCE SOUTH 89°53'14" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 236.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3;

THENCE NORTH 00°08'35" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1193.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;

THENCE NORTH 89°43'06" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 00°08'35" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 207.76 FEET;

THENCE SOUTH 89°51'25" EAST 30.00 FEET;

THENCE SOUTH 00°08'35" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 330.69 FEET;

THENCE SOUTH 09°08'20" EAST 31.24 FEET;

THENCE NORTH 89°43'06" EAST ALONG A LINE PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 784.81 FEET;

THENCE NORTH 00°08'35" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 569.55 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;

THENCE NORTH 89°43'06" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 81.08 FEET;

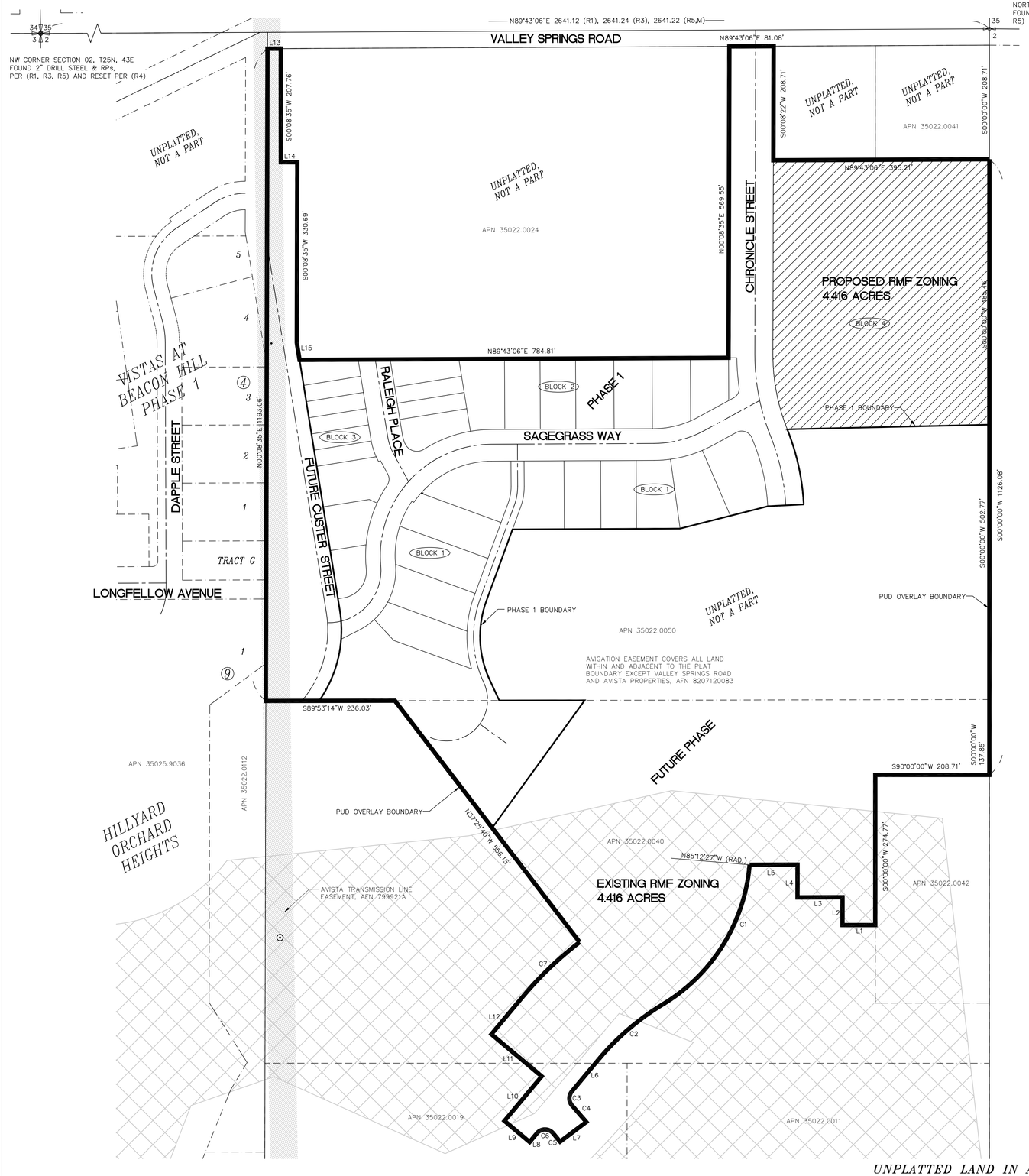
THENCE SOUTH 00°08'22" WEST 208.71 FEET;

THENCE NORTH 89°43'06" EAST ALONG A LINE PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 395.21 FEET TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING THE POINT OF BEGINNING;

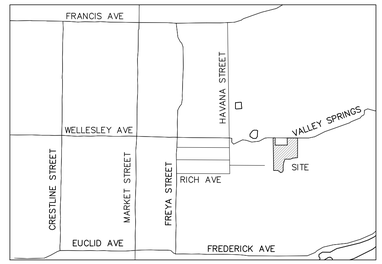
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

32.825 ACRES.

EXHIBIT B – BEACON HILL PUD OVERLAY MAP



VICINITY MAP



THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN;

DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 2;
THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;
THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, 988.23 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 3;
THENCE CONTINUING SOUTH 00°00'00" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 137.85 FEET;
THENCE SOUTH 90°00'00" WEST 208.71 FEET;
THENCE SOUTH 00°00'00" WEST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 274.77 FEET;
THENCE SOUTH 90°00'00" WEST 60.00 FEET;
THENCE NORTH 00°00'00" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 50.95 FEET;
THENCE SOUTH 89°45'43" WEST 82.32 FEET;
THENCE NORTH 00°00'00" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 60.00 FEET;
THENCE SOUTH 89°45'43" WEST 87.62 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 330.00 FEET, CONCAVE TO THE NORTHWEST, THE CENTER OF WHICH BEARS NORTH 85°12'27" WEST;
THENCE SOUTHWESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°02'37", AN ARC DISTANCE OF 156.22 FEET;
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THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°42'52", AN ARC DISTANCE OF 29.57 FEET TO A REVERSE CURVE WITH A RADIUS OF 280.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°52'03", AN ARC DISTANCE OF 38.45 FEET;
THENCE SOUTH 53°01'46" WEST 60.00 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 220.00 FEET, CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 53°01'46" WEST;
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THENCE NORTH 50°07'25" WEST 60.00 FEET;
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THENCE NORTHEASTLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°41'45", AN ARC DISTANCE OF 144.03 FEET;
THENCE NORTH 37°25'40" WEST 556.15 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 3;
THENCE SOUTH 89°53'14" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 236.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3;
THENCE NORTH 00°08'35" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1193.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;
THENCE NORTH 89°43'06" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 00°08'35" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 207.76 FEET;
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THENCE SOUTH 00°08'35" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 330.69 FEET;
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THENCE NORTH 89°43'06" EAST ALONG A LINE PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 784.81 FEET;
THENCE NORTH 00°08'35" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 569.55 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD;
THENCE NORTH 89°43'06" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 81.08 FEET;
THENCE SOUTH 00°08'22" WEST 208.71 FEET;
THENCE NORTH 89°43'06" EAST ALONG A LINE PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF VALLEY SPRINGS ROAD, A DISTANCE OF 395.21 FEET TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING THE POINT OF BEGINNING;

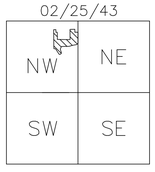
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

32.825 ACRES.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"W	60.00
L2	N00°00'00"E	50.95
L3	S89°45'43"W	82.32
L4	N00°00'00"E	60.00
L5	S89°45'43"W	87.62
L6	S39°52'35"W	75.71
L7	S53°01'46"W	60.00
L8	S39°52'35"W	20.00
L9	N50°07'25"W	60.00
L10	N39°52'35"E	106.35
L11	N50°07'25"W	120.00
L12	N39°52'35"E	90.00
L13	N89°43'06"E	25.00
L14	S89°51'25"E	30.00
L15	S09°08'20"E	31.24

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TAN
C1	54°07'39"	330.00	311.75	168.61
C2	19°02'37"	470.00	156.22	78.83
C3	84°42'52"	20.00	29.57	18.24
C4	07°52'03"	280.00	38.45	19.25
C5	05°12'38"	220.00	20.01	10.01
C6	97°56'33"	20.00	34.19	22.98
C7	12°41'45"	650.00	144.03	72.31

02/25/43



GRAPHIC SCALE (IN FEET)
0 40 80 160
1" = 80'

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS_____ DAY OF_____, 2026.
AT_____ IN BOOK_____ OF PLATS ON PAGE_____
AT THE REQUEST OF_____.

_____
SPOKANE COUNTY AUDITOR

BASIS OF BEARING

THE BEARING OF N89°43'06"E, ALONG THE NORTH SECTION LINE, WAS USED AS THE BASIS OF BEARING FOR THIS SUBDIVISION PER RECORD OF SURVEY, BOOK 34 OF SURVEYS, PAGE 57.

EQUIPMENT & PROCEDURE

THIS SURVEY WAS PERFORMED USING A NIKON DTM-520 TOTAL STATION AND EPOCH 50 GLOBAL POSITIONING SYSTEM IN CONJUNCTION WITH THE WASHINGTON STATE REFERENCE NETWORK. THE FIELD TRAVERSE METHODS USED ARE IN CONFORMANCE WITH WAC 332-130-090 AND RCW 58.09.

REFERENCES

(R1) RECORD OF SURVEY, BOOK 34 OF SURVEYS, PAGE 57

(R2) HILLYARD ORCHARD HEIGHTS PLAT, VOLUME "E" OF PLATS, PAGE 82

(R3) RECORD OF SURVEY, BOOK 107 OF SURVEYS, PAGE 48

(R4) RECORD OF SURVEY, BOOK 45 OF SURVEYS, PAGE 76

(R5) THE VISTAS AT BEACON HILL, PHASE 1 PLAT, BOOK 46 OF PLATS, PAGES 36-39

DATUM

NAVD88 BASED ON WSDOT MONUMENT GP32395-194. ELEVATION: 2040.193 USFt (621.852 METERS).

PROJECT DATA

PROJECT APPLICANT/CONTACT: BEACON HILL SPOKANE, INC
PETE RAYNER
509-263-4848
4848 E. VALLEY SPRINGS ROAD
SPOKANE, WA 99217

TOTAL PROJECT SIZE: 32.825 ACRES
PHASE 1: 14.569 ACRES

EXISTING ZONING DESIGNATION:
R1: 28.409 ACRES
RMF: 4.416 ACRES
PROPOSED ZONING:
PHASE 1:
R1: 10.153 ACRES
RMF: 4.416 ACRES
FUTURE PHASES:
R1: 18.256 ACRES

SURVEYORS CERTIFICATE

I, STEVEN W. TRIPP, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THE PLAT OF THE BEACON HILL PUD, PHASE 1, AS SHOWN HEREON, IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT ALL NON FRONTING LOT CORNERS ARE SET AS SHOWN ON THE PLAT. MONUMENTS AND FRONTING LOT CORNERS SHALL BE SET UPON COMPLETION OF THE UTILITY AND STREET IMPROVEMENTS.

STEVEN W. TRIPP P.L.S. #34151
PROFESSIONAL LAND SURVEYOR

BEACON HILL PUD, PHASE 1

Z25-564FPLT

UNPLATTED LAND IN A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION, 02 T25N, R43 EWM
SPOKANE COUNTY, WASHINGTON
SHEET 1 OF 2

909 N. ARGONNE RD
SPOKANE VALLEY, WA 99212
509-926-1322
SIMPSON ENGINEERS, INC.

P:\Projects\15501-16000\15895-RAYNER NEW\dwg\ACAD 2006\ACAD-BEACON HILL ADDITION PHASE 1-A FINAL PLAT PUD.dwg 6/3/2026 9:34:04 AM PDT

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 07/22/2026

Date Rec'd	6/17/2026		
Clerk's File #	CPR 1981-0402		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF DEAN DAVIS TO THE SPOKANE PARK BOARD		

Agenda Wording

Appointment of Dean Davis to the Spokane Park Board for a term of July 22, 2026 to July 25, 2031.

Summary (Background)

Appointment of Dean Davis to the Spokane Park Board for a term of July 22, 2026 to July 21, 2031.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 07/22/2026

Date Rec'd	6/17/2026		
Clerk's File #	CPR 1981-0402		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF GREGORY GORDON TO THE SPOKANE PARK BOARD		

Agenda Wording

Appointment of Gregory Gordon to the Spokane Park Board for a term of July 22, 2026 to July 21, 2031.

Summary (Background)

Appointment of Gregory Gordon to the Spokane Park Board for a term of July 22, 2026 to July 21, 2031.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/12/2026
		Clerk's File #	CPR 2024-0030
		Cross Ref #	
Council Meeting Date: 07/22/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF ELYSÉE KAZADI TO THE CLIMATE RESILIENCE AND		

Agenda Wording

Appointment of Elysée Kazadi to the Climate Resilience and Sustainability Board for a term of July 22, 2026, to July 21, 2028.

Summary (Background)

Appointment of Elysée Kazadi to the Climate Resilience and Sustainability Board for a term of July 22, 2026, to July 21, 2028.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/18/2026		
Clerk's File #	OPR 2024-0289		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	KEVIN HALL 4215	**Requisition #**	OPR 2024-0289
Contact E-Mail	KHALL@SPOKANEPOLICE.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AMEND POLICE UNIFORM CONTRACT		

Agenda Wording

Request to amend police uniform contract to add additional items and allow for vendor requested pricing increases.

Summary (Background)

Gall's provides police uniform, pouches, repairs and inventory services for the Spokane Police Department following award of RFP 6064-24. SPD would also like to amend our contract to allow additional uniform options, as well as include duty gear on this contract, which would utilize WA State contract 03414. Additionally, Gall's is requesting a pricing increase to keep up with the rising supplier costs, shipping costs, and increasing costs associated with material and labor.

What impacts would the proposal have on historically excluded communities?

There is no impact on historically excluded communities.

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

No data is collected

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

No data is collected

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

Providing uniforms and duty gear to police officers

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ Not to exceed $75,000/year
Current Year Cost	$ Not to exceed $75,000/year
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 75,000.00	# 0680-11410-21250-53202
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD	**PS EXEC REVIEW**	GBYRD
Division Director	GBYRD	**PURCHASING**	GBYRD
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
Lyons-Kiley@galls.com	spdfinance@spokanepolice.org
castro-melissa@galls.com	

1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2025, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators
The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

Supplier Costs
Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges
Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing. As a result, this year marks a 3.5% increase in freight shipping costs from major providers.

Labor and Talent Management
We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity
Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.

Mike Fadden
Chief Executive Officer Galls, LLC

PROPPER®
RIGHT TO THE CORE

17 Research Park Drive
St. Charles, MO 63304
PROPPER.COM

September, 10 2024

GALLS
1340 Russell Cave Road
Lexington, KY 40505

Dear GALLS,

I hope this letter finds you well. I am writing to inform you of an important update regarding our pricing structure. Effective January 1, 2025, we will be implementing a price increase across our product line.

We are mindful that it has been two years since we last adjusted our prices. During this period, we have worked diligently to absorb rising costs and maintain our pricing stability, despite significant increases in our operational expenses. However, due to increased costs of raw materials, and rising labor expenses, we find it necessary to adjust our prices to continue delivering the quality and service you have come to expect from us.

The forthcoming price adjustments will vary across our range of products. Specifically, the increases will range from 5% to 20%, depending on the item. This range reflects the varying impact of cost increases on different segments of our offerings.

We want to assure you that this decision was made after careful consideration and with the aim of continuing to provide you with exceptional value. Our commitment to quality and service remains our top priority, and this adjustment will enable us to sustain the high standards you rely on.

Should you have any questions or need further clarification regarding these changes, please do not hesitate to contact me directly. We are here to assist you and make this transition as smooth as possible.

Thank you for your understanding and continued support. We value your business and look forward to continuing to serve you with the same dedication and excellence.

Best

Robert Brin
SVP, Sales
Propper International Sales, Inc.
RobertB@propper.com | 636.685.1035

GOULD™
&GOODRICH

709 East McNeill Street · Lillington, NC 27546 USA
TEL 910.893.2071 or 800.277.0732 · Fax 910.893.4742
gouldusa@gouldusa.com · www.GouldUSA.com

A PASSION FOR PROTECTION

December 16, 2024

Galls
Attn: David Frye
1340 Russell Cave Rd.
Lexington, KY 40505

Re: 2025 Pricing

Dear Dave,

Further to your request, this letter is to confirm that on January 1, 2025 we will implement a 3% price increase on all Gould & Goodrich products. This increase is driven by increases in raw materials and labor.

In order to provide time for Galls to implement these changes, we will plan on implementing this increase on April 1, 2025 for all Galls orders.

Please feel free to contact me should you have any questions or require further assistance.

Sincerely,

Scott Nelson
President

Fechheimer

December 9, 2024

Galls
Lexington, Ky

Re: 2025 Price Increase Letter

To Whom It May Concern;
This letter is to confirm that on January 1, 2025 there will be a price increase on our Flying Cross and Vertx products of approximately 2.5%. The price increase is a result of increases in materials, trim, labor, and overhead.

If there are any questions or additional information that is needed please feel free to contact me.

Sincerely,

Brian Duffy
VP, Customer Service
513.792.1648

SANMAR

December 12, 2024

Account# 125293

GALLS LLC
1340 RUSSELL CAVE RD
LEXINGTON, KY 40505

To Whom it may concern,

Thank you for your inquiry regarding SanMar's annual pricing guide. SanMar does its best to provide exceptional value and recognizes that a variety of market conditions are beyond SanMar's control, including but not limited to, cost of raw materials, transportation costs and compliance with legal requirements, and may impact pricing from time to time. We therefore encourage our customers to check current pricing as there may have been pricing changes from prior years. If you have any additional questions, please do not hesitate to reach out to us.

Best Regards,

SanMar Pricing Department

December 3rd, 2024

As we enter 2025 and monitor global supply pressures, the volatility in many areas of the world have stabilized. Over the past couple of years, Workwear Outfitters has been able to mitigate many cost pressures. However, while inflation has moderated since the Covid years cost pressures around labor, utilities and freight remain.

I am pleased to let you know that Dickies will not be raising prices, while RedKap and Bulwark and Horace Small will have a nominal increase ***averaging*** *2.5 – 3% effective February 1, 2025.*
Net price files will be available and forwarded over the coming weeks.
Thank you for your business and we look forward to helping you grow throughout the year.

Best Regards
Brett Barthel
Vice President - Sales

November 19th, 2024

Galls
Attn: Laurie Dennis
1340 Russell Cave Rd.
Lexington, KY 40505

Subject: 2025 price increase

Dear Laurie:

We will be having a price increase starting 1/15/2025.

This price increase will average 3% or less, and is due to raw material increases.

I will have the price lists to you within the next couple of weeks, with the increase detailed for every item.

If there are any questions or additional information that is needed, please contact me.

Thank you.

Sincerely,

Mike Marmor
President

5.11 Global Innovation Center
3150 Bristol Street, 3rd Floor
Costa Mesa, CA 92626 USA
949.800.1511

June 5th, 2025

To Our Professional Customers,

At 5.11, we're committed to delivering purpose-built gear that performs when it counts. As material, transportation and receipt costs continue to shift globally, we've made careful updates to product pricing to reflect these changes and ensure we're offering the best possible value across our lineup.

You'll see price adjustments on items — averaging 10-12% - aimed at keeping our products competitive, durable, and mission-ready. We remain focused on making 5.11 gear accessible to as many customers as possible, without compromising on the quality, innovation, service and supply you expect from us.

The 5.11 Professional Sales team will continue to work with your agency and our distribution partners to ensure that you have the 5.11 product you need, when you need it.

We appreciate your continued support and look forward to continuing to serve those who live the motto: Always Be Ready.

Thank you for being a vital part of the 5.11 mission.

Sincerely,

Brian M. Tripp
VP, US Wholesale

Fechheimer

August 20, 2025

Galls Inc.
1340 Russell Cave Road
Lexington, KY 40505

Re: 2025 Price Increase

To Whom It May Concern;

As a result of continued cost increases in materials, trim, labor, tariffs, and overhead, Fechheimer will be implementing a price adjustment on all Flying Cross and Vertx styles, effective September 1, 2025. This adjustment represents a blended increase of approximately 5% across all stocked styles, with specific categories as follows:

- **Uniform Clothing:** Approximately 2% – 5% increase
- **Outerwear:** Approximately 9% – 15% increase

We remain committed to delivering the highest quality products and service, and this adjustment will allow us to continue investing in innovation, reliability, and the long-term support of our customers. If you have any questions or would like additional details, please do not hesitate to contact me directly.

Sincerely,

Brian Duffy
SVP, Customer Service

4545 Malsbary Road Cincinnati, Ohio 45242 Phone: 513-793-5400 Fax: 513-793-7819 www.fechheimer.com

AMWEAR USA
TACT SQUAD
UNITED UNIFORM MANUFACTURERS
250 N. Benjamin Ct. • Corona, CA • 92879 • (800) 858-6755 • F: (888) 880-9116 • tactsquad.com

July 15, 2025

TS0010
GALLS, LLC
1340 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
Att : Brian Linn

Dear Valued Customer,

We greatly appreciate your business, and as always, our goal is to provide you with the best possible pricing and delivery services.

Please find below a summary of your updated pricing. In April of this year, we initially communicated a price adjustment reflecting only a 5% increase, despite having incurred a 20% increase ourselves due to tariffs. After our discussion, we mutually agreed to postpone the implementation of this increase until further notice; however, no subsequent discussions took place.

At this time, we must inform you that, effective September 1, 2025, we will be applying the previously discussed 5% increase, along with an additional 3% increase as per our agreement. This adjustment will apply to Tact Squad and United products, as well as Galls Private Label products.

Tact Squad – Your current Wholesale Price Tier Level is T-4, with the exception of Tact Squad non-tier items. Refer to our current price list dated 4/28/25

United Uniform – Your current wholesale price is as listed on our new price list dated 4/28/25.

We express our gratitude for your continued support and patronage, as your business is of utmost importance to us.

Sincerely,

TACT SQUAD & UNITED UNIFORM MFG

1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2026, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators
The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

Supplier Costs
Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges
Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing. As a result, this year marks a 4% increase in freight shipping costs from major providers.

Labor and Talent Management
We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity
Our blended cost increase in 2026 is approximately 4%. Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.

Mike Fadden
Chief Executive Officer Galls, LLC

Dear Valued Customer,

We value the partnership we have built and believe in maintaining open lines of communication regarding changes that affect your business. I am writing to inform you of an upcoming adjustment to our wholesale pricing structure, effective February 2, 2026.

As you know, earlier this year we implemented a temporary 3% surcharge across all brands to address the immediate impact of global tariffs and an additional subsequent Nomex surcharge of 3%. At that time, we hoped market conditions would stabilize. However, the manufacturing landscape has continued to evolve. Over the last few quarters, we have absorbed significant cost increases across our supply chain, specifically regarding raw materials (fabrics & findings) and operational costs (labor rates & utility expenses) required to maintain our production standards.

To ensure we can continue delivering quality products and reliability you expect from us, we are updating our pricing. A general price increase of 3% will be applied to all brands to cover the material and operational variances mentioned above. At the same time, we will roll the tariff surcharge into the base unit price on February 2, 2026.

What This Means for You: Since you are already paying the tariff surcharge, the net price change to you is only 3%. Moving forward, you will no longer see a separate surcharge line item on your invoices; the costs will be consolidated into a single, transparent unit price. This allows for cleaner invoicing and a more predictable cost basis for your planning. Our updated price list reflecting these changes will be available early in the first quarter.

We do not take these decisions lightly. We have worked diligently to optimize our internal efficiencies to keep this adjustment to the absolute minimum necessary to maintain the integrity of our products. As mentioned earlier in the year, pricing will be adjusted should tariffs change significantly (up or down) over the coming months.

We are grateful for your continued business and trust. If you have any questions, please contact your Account Manager or Customer Support team.

Sincerely,

Brett Barthel
Sr. Vice President, Sales & Distributor Brands

CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT AMENDMENT

Title: POLICE UNIFORMS WITH FITTING, REPAIR AND INVENTORY SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **GALLS, LLC**, whose address is 1340 Russel Cave Road, Lexington, Kentucky 40505 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Police Uniforms with Fitting, Repair and Inventory Services.

WHEREAS, additional funds are need for pricing increases and for additional uniform items and duty gear, thus the original Contract needs to be formally amended by this written document; and

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

2. CONTRACT DOCUMENTS.
The Contract, dated April 29, 2024 and May 3, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

3. EFFECTIVE TERM.
This Contract Amendment shall become effective on June 1, 2026 and shall run through March 31, 2027.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$75,000.00**) plus applicable tax, and in accordance with the 2026 Price List attached hereto, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed

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

GALLS, LLC	**CITY OF SPOKANE** **POLICE DEPARTMENT**
By_____ Signature Date	By_____ Signature Date
_____ Type or Print Name	_____ Type or Print Name
_____ Title	_____ Title
Attest:	Approved as to form:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Agreement:

2026 Price List

26-164

UNI

Galls Part#	Manufacturer Part#
JA2620	72235
SW3297	72534ABR
SW3849	7610087
SH3842	111015
SH3843	112012
TR3040	114038
TR2530	114041
SH3847	121015
SH3857	122012
TR3055	124038
TR2531	124041

DUT

Galls Part#	Manufacturer Part#
NP892 BLK	7215
LP849 STX BLK	290H-1-13PBL
LP738 STX BLK 83	775-83-13
LH132 STX BLK 53	79-53-13
LP734 STX BLK 83	79-83-13
LP757 BLK STX 5	761-15-13
ZA577 STX	37-13
NP1652 BLK STX M3	37-4-13
LP552 SRH BLK 832	6365RDS-832-131
LP552 SLH BLK 832	6365RDS-832-132
ZV546 NYL BLK	65-22-PBL

IFORMS

Description	Colors
5.11 Stratos 1/4 Zip Pullover	Black, Navy
5.11 Tactical 1/4 Zip Job Shirt 2.0	Black, Navy
5.11 Tactical Women's 1/4 Zip Job Shirt	Black, Navy
Men's V2 Pro Performance Shirt L/S	Black, Navy
Men's V2 Pro Performance Shirt S/S	Black, Navy
Men's A2 Tactical Pant	Black, Navy
Men's V2 Pro Duty 6 pocket pant	Black, Navy
Women's V2 Pro performance L/S	Black, Navy
Women's V2 Pro performance S/S	Black, Navy
Women's A2 Tactical Pant	Black, Navy
Women's V2 Pro Duty 6 pocket pant	Black, Navy
	Black, Navy

ГY GEAR

Description
Nylon Duty Belt w/Cobra Buckle
Double Cuff Case
Slimline Open Triple Mag Pouch
Slimline Size 5 Glock 17 Open Double Mag Pouch
Slimline Size 6 Glock 17 Open Double Mag Pouch
Hardshell STX Radio Holder
MK4 OC Holder
MK3 OC Holder
Right Hand STX Holster w/ RDS and Light
Left Hand STX Holster w/ RDS and Light
Nylon Look Black Snap Keepers 4-Pack

License Information:

New search Back to results

Entity name: GALLS, LLC

Business name: GALLS, LLC

Entity type: Limited Liability Company

UBI #: 602-598-924

Business ID: 001

Location ID: 0003

Location: Active

Location address:
1306 N HOWARD ST
SPOKANE WA 99201-2412

Mailing address:
140 GRAND ST
STE 300
WHITE PLAINS NY 10601-4840

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Anacortes General Business - Non-Resident				Active	Dec-31-2026	Feb-06-2015
Bellingham General Business	055346			Active		Jan-27-2015
Clyde Hill General Business - Non-Resident				Active	Dec-31-2026	Feb-03-2015
DuPont General Business - Non-Resident	2981			Active	Dec-31-2026	Jan-28-2015
Duvall General Business - Non-Resident				Active	Dec-31-2026	Jan-29-2015
Gig Harbor General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Issaquah General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Lacey General Business - Non-Resident	24514			Active	Dec-31-2026	Jan-07-2015
Longview General Business - Non-Resident	279761			Active	Dec-31-2026	Feb-04-2015
Marysville General Business - Non-Resident	7227RET515			Active	Dec-31-2026	Feb-12-2015
Olympia General Business - Non-Resident	28797			Active	Dec-31-2026	Jan-28-2015
Port Townsend General Business - Non-Resident	010838			Active	Dec-31-2026	Feb-02-2015
Sedro Woolley General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Spokane General Business				Active	Dec-31-2026	Jan-27-2015
Tumwater General Business - Non-Resident	R-013134			Active	Dec-31-2026	Feb-06-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title

Owners and officers	Title
GALLS INTERMEDIATE HOLDINGS, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BLUMENTHAL UNIFORMS	Active	Nov-21-2014
BLUMENTHAL UNIFORMS AND EQUIPMENT	Active	Nov-21-2014
GALLS LLC	Active	Dec-22-2021
GALLS, LLC	Active	Jun-16-2022
POSTAL UNIFORMS DIRECT	Active	Nov-21-2014

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/24/2026 7:29:23 AM

Contact us

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Don't see what you expected?
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Client#: 1778682 GALLSLLC11

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/26/2026

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

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PRODUCER	CONTACT NAME: Jamie Melton	
USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	PHONE (A/C, No, Ext): 513 852-6300	FAX (A/C, No): 513 852-6428
	E-MAIL ADDRESS: jamie.melton@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED CB General Holdings, LLC; Galls LLC 1340 Russell Cave Road Lexington, KY 40505	INSURER B : Cincinnati Insurance Company	10677
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			36090816	03/01/2026	03/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73649221	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			56726792	03/01/2026	03/01/2027	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71843940	03/01/2026	03/01/2027	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Excess Liabi			EXS0570374	03/01/2026	03/01/2027	15,000,000	

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

CERTIFICATE HOLDER

City Of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/17/2026		
Clerk's File #	OPR 2026-0567		
Cross Ref #			
Project #			
Submitting Dept	SPOKANE UNITED 911 NETWORK	**Bid #**	
Contact Name/Phone	MIKE FORBES 509-435-7029	**Requisition #**	
Contact E-Mail	MFORBES@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PSAP - PROCUREMENT OF FIRE STATION ALERTING SYSTEM		

Agenda Wording

Consideration of a contract for the purchase and implementation of the USDD Phoenix G2 fire station alerting system to support the City's public safety communications systems. The USDD Phoenix G2 solution will provide comprehensive notification system for fire station alerting and automated radio dispatching. This system enhances resiliency and continuity of fire station alerting operations through redundant architecture and reliable network infrastructure, supporting the City's fire and emergency response capabilities. Approval authorizes contract execution, system deployment, and implementation. Proposed for acquisition through cooperative purchasing agreement HGAC EC07-23.

Summary (Background)

USDD Phoenix G2 is a comprehensive, cloud-based fire station alerting system that will serve as the City's primary system for alerting, notifying, and dispatching fire stations across the City's response area. The City selected USDD Phoenix G2 to support development and operation of our fire station alerting infrastructure by providing a secure, resilient alerting solution with redundant architecture, failover capability, and continuity of operations during outages or major incidents.The system delivers tones, voice dispatch, and visual alerting to fire stations to ensure timely response, efficient incident notification, and compliance with public safety operational requirements. This investment supports long-term public safety modernization by implementing a reliable, scalable, and service-oriented alerting platform for the community. USDD Phoenix G2 alerting solutions are currently deployed in fire and EMS agencies worldwide.

What impacts would the proposal have on historically excluded communities?

This system improves emergency response times citywide, providing equitable benefit to all Spokane neighborhoods including underserved and low-income areas. Its automated, protocol-driven alerting removes human discretion from the dispatch notification process, reducing the potential for unintentional disparities in response.

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

This system does not collect demographic data. The Fire Department can cross-reference CAD incident data with Census demographic information by geographic area to monitor whether response time improvements are equitably distributed across the city.

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

The Phoenix G2 Communications Gateway Dashboard logs all alert and acknowledgment activity, providing ongoing performance data. The Fire Department will track pre- and post-implementation dispatch and turnout times.

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

The system aligns with the Comprehensive Plan's public safety goals by improving emergency response infrastructure and service delivery across all city neighborhoods. It is consistent with the 2025–2030 Capital Improvement Program's public safety capital investment priorities and supports the City Council's legislative priority to strengthen fire department response capabilities.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 702075.94
Current Year Cost	$ 537309.78
Subsequent Year(s) Cost	$ 164766.16

Narrative

Current year costs include implementation fees. Future years (2-5) = $41,191.54 annually Total cost for 5 years: $702,075.94

Amount		Budget Account
Expense	$ $702,075.94	# 5901-79226-94280-56406
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	Recurring

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

N/A

Approvals		Additional Approvals	
Dept Head	WILLIAMS, STEPHEN C.		
Division Director	WILLIAMS, STEPHEN C.		
Accounting Manager	HAACK, KELLY A.		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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mforbes@spokanecity.org	dfredrickson@spokanecity.org
shawn.mahoney@honeywell.com	

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/08/2026

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Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL Specialty Insurance Co	37885
INSURER B:	Ironshore Indemnity Inc.	23647
INSURER C:	Greenwich Insurance Company	22322
INSURER D:	XL Insurance America Inc	24554
INSURER E:		
INSURER F:		

INSURED
Honeywell International Inc.
855 S. Mint
Charlotte NC 28202 USA

COVERAGES **CERTIFICATE NUMBER:** 570119902451 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	RGC943763013	04/01/2026	04/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $5,000,000 $50,000 $5,000,000 $5,000,000 Included
C	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y	Y	RAC943764213 AOS	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION			RAO943764513 EXCESS AUTO ONLY	04/01/2026	04/01/2027	EACH OCCURRENCE AGGREGATE	$4,000,000
D A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	RWD943540313 WC (AOS) RWC943540213 WC (AK, WI)	04/01/2026 04/01/2026	04/01/2027 04/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$5,000,000 $5,000,000 $5,000,000
B	Contractors Pollution Liability			ICELLUWOO162531 Env Cont Poll	12/31/2024	12/31/2026	Aggregate Per Occurrence Limit	$5,000,000 $5,000,000

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

City of Spokane, its officers and employees are included as Additional Insured for the General Liability and Automobile Liability policies with respect to Honeywell operations in connection with Honeywell International, Inc. Coverage is Primary and Non-Contributory for the General Liability and Automobile Liability policies. Waiver of Subrogation is granted in favor of City of Spokane, its officers and employees are for the General Liability, Automobile Liability and Workers' Compensation policies where required by written contract.

Certificate No : 570119902451

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000054391
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Honeywell International Inc.
POLICY NUMBER: See Certificate Number: 570119902451	
CARRIER: See Certificate Number: 570119902451 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Architects & Engineers Professional			RGO9435408 Prof. Liab. 5M - XL Spec	04/01/2013	04/01/2027	Limit (1)	$5,000,000
A	Excess Workers Compensation			RWE943540513 XS WC (NM) SIR applies per policy terms & conditions	04/01/2026	04/01/2027	EL Each Accident	$5,000,000
							EL Disease - Ea Empl	$5,000,000
A				RWE943540413 XS WC (AZ, OH, WA) SIR applies per policy terms & conditions	04/01/2026	04/01/2027		

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/2026

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PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN101670609--CPROF-26-27	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Honeywell International Inc. and/or its Subsidiary Companies 300 S Tryon St Suite 500, 6th Floor Charlotte, NC 28202	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Steadfast Insurance Company — 26387 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-012631011-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** [N]	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber / Technology Professional Liability			EOC 0296867 - 08	06/01/2025	07/01/2026	Limit:	10,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Honeywell International Inc. and/or its Subsidiary Companies 300 S Tryon St Suite 500, 6th Floor Charlotte, NC 28202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Professional policy evidenced above is subject to self-insured retentions for various perils covered.

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 05/08/2026

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PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000054391

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins Co	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Honeywell International Inc.
855 S. Mint
Charlotte NC 28202 USA

COVERAGES **CERTIFICATE NUMBER:** 570119902413 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY CAUSES OF LOSS / DEDUCTIBLES [ ] BASIC — BUILDING [ ] BROAD — CONTENTS [X] SPECIAL [ ] EARTHQUAKE [ ] WIND [ ] FLOOD	PPR782929301	05/01/2026	05/01/2027	[ ] BUILDING [ ] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP [X] Loss Limit	$50,000,000
	[ ] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	[ ] CRIME TYPE OF POLICY					
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"All Risk" of direct physical loss or damage to real and personal property insured including Flood, Earthquake and Boiler & Machinery subject to policy terms and conditions. Valuation: Replacement Cost if actually replaced; if not, Actual Cash Value.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570119902413

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AGENCY CUSTOMER ID: 570000054391

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Honeywell International Inc.
POLICY NUMBER	
See Certificate Number: 570119902413	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119902413	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 24 **FORM TITLE:** Certificate of Property Insurance

Participation

1.) Carrier: Starr Surplus Lines Insurance Company
Policy #: 26SSLDONA346681
Policy Term: 5/1/2026-5/1/2027
Participation: 12.5000%

2.) Carrier : Tokio Marine America Insurance Company (TMAIC)
Policy #: LCP6480129-15
Policy Term: 5/1/2026-5/1/2027
Participation: 2.5000%

3.) Carrier: Allianz Global Risks US Insurance Company
Policy #: USP00023126
Policy Term: 5/1/2026-5/1/2027
Participation: 5.000%

4.) Carrier: Certain Underwriters at Lloyd's - Syndicate TAL 1183
Policy #: AJG387439A26
Policy Term: 5/1/2026-5/1/2027
Participation: 4.000%

5.) Carrier: Endurance Assurance Company
Policy #: ARR10011007409
Policy Term: 5/1/2026-5/1/2027
Participation: 2.000%
Carrier: Ace American Insurance Company

6.) Policy #: GPA D03139530001
Policy Term: 5/1/2026-5/1/2027
Participation: 4.000%

7.) Carrier#: Lloyd's Underwriter Syndicate No. 1886 QBE, Lloyds Syndicate 1618, Lloyds Syndicate 4711, Lloyds Syndicate 5000, Lloyds Syndicate 2623, Lloyds Syndicate 623, Lloyds Syndicate 5555 Aon ACT

8.) Policy #: PTNAM2617857
Policy Term: 5/1/2026-5/1/2027
Participation: 6.5196%

9.) Carrier#: Mitsui Sumitomo Insurance Company of America
Policy #: ASU1000161
Policy Term: 5/1/2026-5/1/2027
Participation: 2.0000%

10.) Carrier#: Helvetia Swiss Insurance Company Limited, Aon ACT
Policy #: PTNAM2617842
Policy Term: 5/1/2026-5/1/2027
Participation: 8.2100%

11.) Carrier: Greenwich Insurance Company
Policy #: US00152667PR26A
Policy Term: 5/1/2026-5/1/2027
Participation: 7.0000%

12.) Carrier#: Zurich American Insurance Company
Policy #: TOP4363281-01
Policy Term: 5/1/2026-5/1/2027
Participation: 9.0000%

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AGENCY CUSTOMER ID: 570000054391

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Honeywell International Inc.
POLICY NUMBER	
See Certificate Number: 570119902413	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119902413	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 24 **FORM TITLE:** Certificate of Property Insurance

Participation

13.) Carrier#: Scor SE, Aon ACT
Policy #: PTNAM2617831
Policy Term: 5/1/2026-5/1/2027
Participation: 5.4700%

14.) Carrier#: Aviva Insurance Limited, Aon ACT
Policy #: PTNAM2617838
Policy Term: 5/1/2026-5/1/2027
Participation: 8.210000%

15.) Carrier#: Lex London (as a division of American International Group UK Limited), Aon ACT
Policy #: PTNAM2617855
Policy Term: 5/1/2026-5/1/2027
Limit: 10.9500%

16.) Carrier#: Columbia Casualty Company
Policy #: RMP8034886096
Policy Term: 5/1/2026-5/1/2027
Participation: 5.0000%

17.) Carrier#: Allied World Assurance Company
Policy #: P014640016A
Policy Term: 5/1/2026-5/1/2027
Participation: 2.0000%

18.) Carrier#: Liberty Specialty Markets Bermuda
Policy #: LSMAEN537263A
Policy Term: 5/1/2026-5/1/2027
Limit: 2.3904%

19.) Carrier#: Endurance Specialty Insurance Ltd
Policy #: BPD10009058410
Policy Term: 5/1/2026-5/1/2027
Participation: 2.0000%

20.) Carrier#: QBE Capital Ltd
Policy #:43425002026
Policy Term: 5/1/2026-5/1/2027
Participation: 1.2500%

Syndicates that make up the Aon Client Treaty
Lloyd's Syndicate 5555, Lloyd's Syndicate 4472, Lloyd's Syndicate 5623, Lloyd's Syndicate 1955, Lloyd's Syndicate 0510, Lloyd's Syndicate 2232, Lloyd's Syndicate 4444, Lloyd's Syndicate 1686, Lloyd's Syndicate 2001, Lloyd's Syndicate 3000

As respects to the Property placement, policies P014640016A, LSMAEN537263A, BPD10009058410, 43425002026, Aon Commercial Risk (U.S.) is generating and distributing this certificate in an administrative capacity. Aon Bermuda is the broker for the defined policies

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License Information:

New search Back to results

Entity name: HONEYWELL INTERNATIONAL INC.

Business name: HONEYWELL INTERNATIONAL, INC.

Entity type: Profit Corporation

UBI #: 601-040-967

Business ID: 001

Location ID: 0003

Location: Active

Location address: 15128 E EUCLID AVE
SPOKANE VALLEY WA 99216-1801

Mailing address: PO BOX 524
MINNEAPOLIS MN 55440-0524

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
DuPont General Business - Non-Resident	200			Active	Oct-31-2026	Apr-14-2025
Moses Lake General Business - Non-Resident	BUS2019-0557			Active	Oct-31-2026	Jan-01-1973
Spokane General Business - Non-Resident	T12038065BUS			Active	Oct-31-2026	Oct-15-2012
Spokane Valley General Business				Active	Oct-31-2026	Sep-30-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ZIMMERMAN, GABRIEL	ASSISTANT VP - TAXES

Registered Trade Names

Registered trade names	Status	First issued
HONEYWELL INTERNATIONAL INC	Active	Feb-17-2026

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/9/2026 10:46:34 AM

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US DIGITAL DESIGNS
by Honeywell
1150 W Grove Pkwy St #110
Tempe, AZ 85283

US DIGITAL DESIGNS
by Honeywell

Author: DMG
Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quotation to:

Spokane, WA
Spokane Fire Department

Project:

G2 Fire Station Alerting System
Two (2) Dispatch & Sixteen (16) Station Systems

HGACBuy and USDD entered into a Cooperative Purchase Agreement for 9-1-1-Equipment & Emergency Notification Software and Services - Contract #EC07-23 on or about August 14, 2023, (the 'Purchase Agreement') which allows H-GAC members to purchase USDD 'Products' and 'Services' (as defined below), which agreement is made available by its terms for use by End User.

Shawn Mahoney
Lead Territory Manager
(503)-338-8451
(602)-687-1730
Shawn.Mahoney@honeywell.com
stationalerting.com

The Customer is responsible for identifying any errors or omissions on this quote prior to placing the order.

This proposal is subject to corrections due to errors or omissions

2026 Pricing

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

PRIMARY DISPATCH SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
CADI-U	**CAD Interface - HxGN OnCall** (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	1	$ 15,411.38	$ 13,870.24	No Charge

DISPATCH SYSTEM COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
GARI-2	**G2 Gateway Audio Radio Interface (GARI) - Kitted with Rack-Mount Adapter Plate**	1	$ 3,845.89	$ 3,461.30	$ 3,461.30
GARI2-008R	**Consolette Motorola Interface Cable**	1	$ 300.00	$ 270.00	$ 270.00

DISPATCH SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
GW-VM	**G2 Communications Gateway - VMWare Virtual (Software for Controller with Install Assistance)**	1	$ 10,008.00	$ 9,007.20	$ 9,007.20
GW-CM	**Gateway Configuration & Modifications**	25	$ 373.75	$ 336.38	$ 8,409.50
GW-I-C	**Gateway Installation / BY CUSTOMER** (with Virtual Assistance by USDD Personnel)	1	$ 431.25	$ 388.13	$ 388.13
GW-PM	**Gateway Project Management**	1	$ 3,869.78	$ 3,482.80	$ 3,482.80
TRA-DIS-O	**Training - System Administrator / Dispatch Supervisor - On-Site** (4 Hours)	1	$ 5,259.19	$ 4,733.27	$ 4,733.27

US DIGITAL DESIGNS by Honeywell

PRIMARY DISPATCH SYSTEM

System Total:	$	29,752.20
Shipping Total:	$	43.00
System Subtotal	$	29,795.20

PRIMARY DISPATCH SERVICE & SUPPORT

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	**[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase** Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 1,415.39	$ 1,273.85	No Charge
RS-AYR-STD	**[STANDARD] Each Additional Year (12-Months) Service & Support**	4.0	$ 1,415.39	$ 1,273.85	$ 5,095.40

INDIVIDUAL DISPATCH SYSTEMS TOTALS

Primary Dispatch System Total:	$ 29,795.20

DISPATCH-LEVEL SUBTOTALS

ALL SYSTEMS SUBTOTAL:	29,752.20
ALL SHIPPING SUBTOTAL:	43.00
ALL SERVICE & SUPPORT:	5,095.40
ALL PRIMARY DISPATCH-LEVEL ESTIMATED TAX:	-
ALL PRIMARY DISPATCH-LEVEL GRAND TOTAL:	**34,890.60**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

BACKUP DISPATCH SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
CADI-U	**CAD Interface - HxGN OnCall** (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	1	$ 7,705.69	$ 6,935.12	No Charge

DISPATCH SYSTEM COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
GARI-2	**G2 Gateway Audio Radio Interface (GARI) - Kitted with Rack-Mount Adapter Plate**	1	$ 3,845.89	$ 3,461.30	$ 3,461.30
GARI2-008R	**Consolette Motorola Interface Cable**	1	$ 300.00	$ 270.00	$ 270.00

DISPATCH SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
GW-VM	**G2 Communications Gateway - VMWare Virtual (Software for Controller with Install Assistance)**	1	$ 10,008.00	$ 9,007.20	$ 9,007.20
GW-CM	**Gateway Configuration & Modifications**	25	$ 373.75	$ 336.38	$ 8,409.50
GW-I-C	**Gateway Installation / BY CUSTOMER** (with Virtual Assistance by USDD Personnel)	1	$ 431.25	$ 388.13	$ 388.13
GW-PM	**Gateway Project Management**	1	$ 3,869.78	$ 3,482.80	$ 3,482.80

US DIGITAL DESIGNS
by Honeywell

BACKUP DISPATCH SYSTEM

System Total:	$	25,018.93
Shipping Total:	$	43.00
System Subtotal	$	25,061.93

BACKUP DISPATCH SERVICE & SUPPORT

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	**[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase** Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 1,415.39	$ 1,273.85	No Charge
RS-AYR-STD	**[STANDARD] Each Additional Year (12-Months) Service & Support**	4.0	$ 1,415.39	$ 1,273.85	$ 5,095.40

INDIVIDUAL DISPATCH SYSTEMS TOTALS

Backup Dispatch System Total:	$ 25,061.93

DISPATCH-LEVEL SUBTOTALS

ALL SYSTEMS SUBTOTAL:	25,018.93
ALL SHIPPING SUBTOTAL:	43.00
ALL SERVICE & SUPPORT:	5,095.40
ALL BACKUP DISPATCH-LEVEL ESTIMATED TAX:	-
ALL BACKUP DISPATCH-LEVEL GRAND TOTAL:	30,157.33

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 01

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 01	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 02

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 02	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 03

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 03	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 04

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 04	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 05

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 05	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 06

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 06	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 07

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 07	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 08

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 08		
Equipment Only:	$	24,152.44

System:	$	29,102.44
Shipping:	$	339.00
Service & Support:	$	9,660.96
Estimated Tax:	$	-
Station Subtotal:	$	39,102.40

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 09

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 09	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 11

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 11	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 13

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 13	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 14

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 14		
Equipment Only:	$	24,152.44

System:	$	29,102.44
Shipping:	$	339.00
Service & Support:	$	9,660.96
Estimated Tax:	$	-
Station Subtotal:	$	39,102.40

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 15

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 15	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 16

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 16	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 17

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 17	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

STATION 18

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,504.91	$ 1,354.42	$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 24,203.40	$ 21,783.06	$ 21,783.06
UPS-STD	ATX UPS, Standard	1	$ 1,048.17	$ 943.35	$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 79.57	$ 71.61	$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-SU	Station Configuration & Commissioning	1	$ 3,025.00	$ 2,722.50	$ 2,722.50
ST-PM	Station Project Management	1	$ 1,650.00	$ 1,485.00	$ 1,485.00
ST-ES	Station Engineering & Design Services	1	$ 825.00	$ 742.50	$ 742.50
FREIGHT-CHARGES	Shipping	1	$ 339.00	$ 339.00	$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 2,683.60	$ 2,415.24	No Charge
RS-AYR-STD	[STANDARD] Each Additional Year (12-Months) Service & Support	4.0	$ 2,683.60	$ 2,415.24	$ 9,660.96

STATION 18	
Equipment Only:	$ 24,152.44

System:	$ 29,102.44
Shipping:	$ 339.00
Service & Support:	$ 9,660.96
Estimated Tax:	$ -
Station Subtotal:	**$ 39,102.40**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS
by Honeywell

US DIGITAL DESIGNS
by Honeywell

Date: 6/5/2026
Expires: 9/3/2026
Proposal: WA_SPOK003 v3

Quote Submitted To:
Spokane, WA
Spokane Fire Department

G2 FSA SYSTEM TRAINING

G2 FSA SYSTEM TRAINING

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
TRA-STA-O	**Training - Station-Level Configuration and Equipment Usage** - **On-Site** (4 Hours)	1	$ 5,259.19	$ 4,733.27	$ 4,733.27
TRA-IC-O	**Training - Installation Contractor** - **On-Site** / USDD G2 Certification / 8 Hours (only needed if required to use non-certified contractor)	1	$ 7,395.94	$ 6,656.34	$ 6,656.34

Estimated Tax:	$	-
G2 FSAS System Training:	$	11,389.61
G2 FSAS System Training Subtotal:	$	11,389.61

US DIGITAL DESIGNS
by Honeywell

Quote Submitted To:
Spokane, WA
Spokane Fire Department

SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE $USD]

PRIMARY DISPATCH SYSTEM :	$	29,795.20
PRIMARY DISPATCH SERVICE & SUPPORT :	$	5,095.40
PRIMARY DISPATCH SYSTEM ESTIMATED TAX:	$	-
BACKUP DISPATCH SYSTEM :	$	25,061.93
BACKUP DISPATCH SERVICE & SUPPORT :	$	5,095.40
BACKUP DISPATCH SYSTEM ESTIMATED TAX:	$	-
Notes: **Two (2) Dispatch Center Systems, Primary and Backup** included in this proposal.		
Dispatch-Level Subtotal:	**$**	**65,047.93**

STATION 01 SYSTEM:	$	29,441.44
STATION 01 SERVICE & SUPPORT:	$	9,660.96
STATION 01 ESTIMATED TAX:	$	-
STATION 02 SYSTEM:	$	29,441.44
STATION 02 SERVICE & SUPPORT:	$	9,660.96
STATION 02 ESTIMATED TAX:	$	-
STATION 03 SYSTEM:	$	29,441.44
STATION 03 SERVICE & SUPPORT:	$	9,660.96
STATION 03 ESTIMATED TAX:	$	-
STATION 04 SYSTEM:	$	29,441.44
STATION 04 SERVICE & SUPPORT:	$	9,660.96
STATION 04 ESTIMATED TAX:	$	-
STATION 05 SYSTEM:	$	29,441.44
STATION 05 SERVICE & SUPPORT:	$	9,660.96
STATION 05 ESTIMATED TAX:	$	-
STATION 06 SYSTEM:	$	29,441.44
STATION 06 SERVICE & SUPPORT:	$	9,660.96
STATION 06 ESTIMATED TAX:	$	-
STATION 07 SYSTEM:	$	29,441.44
STATION 07 SERVICE & SUPPORT:	$	9,660.96
STATION 07 ESTIMATED TAX:	$	-

US DIGITAL DESIGNS by Honeywell

STATION 08 SYSTEM:	$	29,441.44
STATION 08 SERVICE & SUPPORT:	$	9,660.96
STATION 08 ESTIMATED TAX:	$	-
STATION 09 SYSTEM:	$	29,441.44
STATION 09 SERVICE & SUPPORT:	$	9,660.96
STATION 09 ESTIMATED TAX:	$	-
STATION 11 SYSTEM:	$	29,441.44
STATION 11 SERVICE & SUPPORT:	$	9,660.96
STATION 11 ESTIMATED TAX:	$	-
STATION 13 SYSTEM:	$	29,441.44
STATION 13 SERVICE & SUPPORT:	$	9,660.96
STATION 13 ESTIMATED TAX:	$	-
STATION 14 SYSTEM:	$	29,441.44
STATION 14 SERVICE & SUPPORT:	$	9,660.96
STATION 14 ESTIMATED TAX:	$	-
STATION 15 SYSTEM:	$	29,441.44
STATION 15 SERVICE & SUPPORT:	$	9,660.96
STATION 15 ESTIMATED TAX:	$	-
STATION 16 SYSTEM:	$	29,441.44
STATION 16 SERVICE & SUPPORT:	$	9,660.96
STATION 16 ESTIMATED TAX:	$	-
STATION 17 SYSTEM:	$	29,441.44
STATION 17 SERVICE & SUPPORT:	$	9,660.96
STATION 17 ESTIMATED TAX:	$	-
STATION 18 SYSTEM:	$	29,441.44
STATION 18 SERVICE & SUPPORT:	$	9,660.96
STATION 18 ESTIMATED TAX:	$	-
G2 FSA SYSTEM TRAINING:	$	11,389.61
G2 FSA SYSTEM TRAINING ESTIMATED TAX:	$	-
Notes: Sixteen (16) Station Systems included in this proposal with installation not included.		

Station-Level Subtotal:	**$**	**637,028.01**

US Digital Designs System Total:	**$**	**702,075.94**

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement.

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

TERMS AND CONDITIONS OF HONEYWELL PRODUCT SALES

These terms and conditions of sale ("Terms and Conditions") are adopted effective January 1, 2023 (the "Terms and Conditions Effective Date"), and supersede all prior versions covering the sale of products and related services (collectively, "Products", as defined more specifically below) by Honeywell International Inc., through its US Digital Designs group ("Honeywell"). References to "Customer", "you", or "your" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the "Agreement") set forth the entire agreement between the parties relating to your purchase of Honeywell Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

1. **ORDERS.** Orders (including any revised and follow-on orders) (each, an "Order") for Honeywell Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by Honeywell and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. Honeywell's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order.

1.1 **No Returns.** Because of the nature of System and its Products, Honeywell cannot accept returns of Product for refund, credit, exchange or any other purpose. Notwithstanding, defective Products may be returned as provided for under Section 9.4 – Return Material Authorization Process. Customer must thoroughly assess its requirements and specifications prior to ordering.

2. **REMITTANCES**. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by Honeywell.

3. **QUOTE PRICING**. This proposal expires 90 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

4. **PAYMENT**.

4.1. **Invoicing & Payment**. Honeywell reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, Honeywell shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse Honeywell for any and all reasonable attorneys' fees and costs which are incurred by Honeywell in the collection of amounts due and payable hereunder.

4.2. **Payment Disputes**. Any disputes must be provided to Honeywell as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.

4.3. **No Set Off**. Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

4.4. **Credit Card Payments**. All Honeywell quotes are developed for the Customer with the understanding that any purchase of the Products listed thereon will facilitated using to Honeywell's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

5. **SURCHARGES.**

5.1. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

5.2. Honeywell will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

6. **CANCELLATION AND SUSPENSION**. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay Honeywell for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by Honeywell related to the Order.

7. **TAXES**. Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax Honeywell is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes Honeywell with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse Honeywell for any such payments made by Honeywell.

8. **SHIPPING/DELIVERY/RISK OF LOSS.**

8.1. **Delivery Liability**. Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.

8.1.1. Inspection upon Receipt. The Customer must inspect all shipments upon receipt. Any claims for damage, loss, or shortages must be submitted within 10 calendar days of receipt. Honeywell will not be responsible for claims made after this 10-day period.

8.2. **Future Delivery and Repricing**. Honeywell will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. Honeywell will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, Honeywell may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the Honeywell Products included in the Order. Honeywell will include any repricing in its final invoice related to the Order.

8.3. **Storage Fees**. If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay Honeywell a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. Honeywell will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.

8.4. **Title & Risk of Loss**. Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) Honeywell's point of shipment ("Honeywell Dock") for all shipments (except that Honeywell is responsible for obtaining any export license), and (ii) F.O.B. Honeywell Dock for all domestic shipments. For shipments from a Honeywell Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. Honeywell shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

9. **LIMITED WARRANTY**. CUSTOMER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

9.1 Product Warranty Terms

9.1.1. If Customer is purchasing a new System, i.e., the initial System for Customer, or for a new Dispatch System or Station System. subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), Honeywell warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from Customer's "Commissioning Date" ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. For purposes of subparagraph, "Commissioning Date" shall mean means the date on which an authorized Honeywell technician has inspected and approved installations, confirmed that all connections and start-up configurations are properly working, and confirming the System can send and receive alerts through the configured communication pathways.

9.1.2. If Customer is purchasing Products or services to add to or as replacement Products for an existing System, subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), Honeywell warrants and guarantees its products for 12 months from the day of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

9.2. **Product Defects**. If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by Honeywell, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Parts provided by Honeywell in fulfillment of its warranty obligation must be used in the same Honeywell Fire Station Alerting System for which the warranty claim is made.

9.3. **Procedure for Warranty Claim**s.

9.3.1. Prior to making a Warranty claim, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site at https://buildings.honeywell.com/us/en/brands/our-brands/usdd. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

9.3.2. If a defect with the Hardware arises and Customer makes a valid Support Service Request within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be new or equivalent to new in performance and reliability and at least functionally equivalent to the original Hardware. When Hardware is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Support Services must be used in the System to which this Agreement applies.

9.4. **Return Material Authorization Process**. If a Customer makes a claim for an advanced replacement of a Hardware component during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide Honeywell with the Hardware, model, serial number, and a description of the Hardware's failure to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Hardware that the Customer is returning. The original Hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in Honeywell's shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Hardware must be shipped back within 10 days of receiving the replacement Hardware. Failure to return the original Hardware or failure to return the original Hardware in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

9.5. **No Fault Found**. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, Honeywell shall invoice Customer for the full market value of the replacement Product.

9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.

9.6.1. Honeywell does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. Honeywell further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

9.6.2. Honeywell does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, Honeywell will be unable to warrant or support the Products unless Honeywell has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations

9.6.3. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

9.6.4. Honeywell cannot warrant nor support any system not using Honeywell-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-Honeywell products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of Honeywell's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

10. **LIMITATIONS OF LIABILITY**. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If Honeywell cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO HONEYWELL FOR THE PRODUCTS GIVING RISE TO THE CLAIM. Honeywell disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

11. **SERVICE AGREEMENT**. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between Honeywell and Customer. Honeywell offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact Honeywell regarding its Service Agreement and costs associated therewith.

12. **SOFTWARE PRODUCTS**. All software Products delivered by Honeywell to Customer or for which Honeywell provides access, including, without limitation, Honeywell's mobile application software and Products with embedded software or firmware (collectively, "Software") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by Honeywell and Customer's fire station alerting system (the "License"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by Honeywell with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

13. **INTELLECTUAL PROPERTY**: Customer hereby agrees and acknowledges that Honeywell owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter Honeywell's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Honeywell's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of Honeywell related to Honeywell's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

14. **FIRST ARRIVING MOBILE APP.** If Customer wishes to use its First Arriving Mobile App ("First Arriving") with the System being acquired from Honeywell, Customer agrees to the following:

14.1 Customer acknowledges that it bears full responsibility for complying with applicable law and regulations, including all privacy requirements, and for providing any required notices and obtaining all required consents in order for Honeywell to transmit alert to First Arriving. Customer also acknowledges that Honeywell bears no responsibility for any service failure by First Arriving, nor is Honeywell responsible for supporting First Arriving's services or platform. Honeywell is offering to transmit alerts that are transmitted through its Honeywell service to First Arriving merely as a courtesy to Customer.

14.2 IN NO EVENT SHALL HONEYWELL BE LIABLE TO CUSTOMER FOR ANY CLAIMS, WHETHER ARISING FROM ANY INDEMNIFICATION OBLIGATION HONEYWELL MAY HAVE OR THAT ARISE FROM A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHEWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDEIRECT, CONSEQUETIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) THAT RELATE TO OR ARISE OUT OF HONEYWELL'S TRANSMISSION OF ALERTS TO FIRST ARRIVING. FURTHER HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH ITS TRANSMISSION OF ALERTS TO FIRST ARRIVING WILL BE LIMITED TO THE GREATER OF THE AMOUNT PAID BY CUSTOMER TO HONEYWELL IN ORDER FOR HONEYWELL TO TRANSMIT ALERTS TO FIRST ARRIVING OR $100.

15 **REMOTE ACCESS TO THE SYSTEM.**

15.1 **Remote Access**. Honeywell requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide Honeywell support personnel VPN or similar remote network access to the Products for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. Honeywell will only access Customer's Products with the knowledge and consent of Customer. Honeywell will not access any other systems or data.

15.2. **Alternative to Network Access**. If the Customer elects not to provide remote network access to the Products, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.

15.3. **Timely Access**. Customers much ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the Customer is unable to provide remote access, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

15.4. **Physical Security Tokens**. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens, this may delay after hours service.

16. **GOVERNING LAW**. This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

17. **DISPUTE RESOLUTION/ARBITRATION**. Before either Honeywell or Customer initiate any dispute resolution process related to the Agreement, they must schedule an executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then Honeywell and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by litigation with jurisdiction being Maricopa County, Arizona.

18. **FORCE MAJEURE**. Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling its Order.

19. **ACCEPTANCE OF TERMS**. This proposal shall become a binding contract between the Customer and Honeywell when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to Honeywell for any of the goods or services herein described shall constitute acceptance.

19.1 **CUSTOMER CAUSED DELAYS.** If the Products and/or Services purchased by Customer hereunder are part of a new system or station implementation project (the "Project"), Honeywell and Customer shall mutually develop a project schedule or timetable ("Project Schedule"). Each party shall use commercially reasonable efforts to perform its obligations in accordance with the Project Schedule, subject to adjustments for reasonable changes or unforeseen events.

Honeywell shall not be liable for any delay, increased cost, or failure to perform to the extent caused by: (i) delays in obtaining parts, materials, equipment, services, or software from any Customer designated supplier; (ii) Customer's failure to timely provide required information, approvals, access, or resources; or (iii) any other act, omission, or circumstance caused by or within the reasonable control of Customer (each, a "Customer Caused Delay").

If a Customer Caused Delay occurs, Honeywell shall be entitled to equitable adjustments to the price, delivery dates, milestones, and any other affected terms to account for increased costs, delays, or other adverse impacts incurred by Honeywell. Such adjustments may include, without limitation: (a) increases in material or component costs required to complete the Project; (b) costs associated with buy out or long lead items, including additional costs due to currency exchange rate fluctuations; (c) increases in labor, mobilization, or installation costs; and (d) costs associated with pre building, warehousing, storage, handling, insurance, or preservation of equipment, at Honeywell's discretion.

If performance of the Project is delayed for a cumulative period exceeding six (6) months beyond the scheduled Project completion date due to Customer Caused Delays, Honeywell may, upon written notice to Customer, (i) suspend performance of the affected Products and/or Services until such delays are remedied, (ii) invoice Customer for reasonable costs incurred as a result of the suspension, and/or (iii) require renegotiation of pricing, schedule, and other affected terms as a condition to resuming performance.

Further, if either (a) the Project is not completed within six (6) months of the scheduled Project completion date due to Customer Caused Delays, or (b) Honeywell and Customer have not mutually agreed upon the required adjustments to price, delivery dates, and other affected terms within sixty (60) days following the expiration or continuation of such delays, Honeywell may, upon written notice, terminate or cancel any affected outstanding Customer Orders, in whole or in part, without liability. Such termination shall be without prejudice to Honeywell's right to recover amounts due for Products delivered, Services performed, and any reasonable costs incurred as a result of the Customer Caused Delay, including demobilization, storage, and restart costs.

20. **SEVERABILITY**. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto

21. **WAIVER**. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

22. **NO JOINT VENTURE**. The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

US DIGITAL DESIGNS
by Honeywell

END USER'S ACKNOWLEDGMENT AND AGREEMENT

This End User's Acknowledgment and Agreement ("EUAA") is made by and between Honeywell International Inc., through its US Digital Designs group ("Honeywell"), with its principal place of business at 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, and the following entity ("End User"):

City of Spokane, WA
Spokane Fire Department
44 W. Riverside Avenue
Spokane, WA 99201
Attn:
Telephone:
Email:

Recitals:

a. The Houston-Galveston Area Council (HGAC) and Honeywell entered into a Cooperative Purchase Agreement on or about August 14, 2023 ("Purchase Agreement") which allows HGAC Members to purchase components and services for Honeywell's Phoenix G2 Fire Station Alerting System which agreement is made available by its terms for use by End User.

b. End User has or intends to issue a Purchase Order to Honeywell under the terms of the Purchase Agreement for the acquisition of USDD Products and Services.

c. Honeywell's obligation to perform under the Purchase Agreement is contingent, in part, on Honeywell's receipt of End User's acknowledgement and agreement regarding (i) the "Warranty" (as defined below), (ii) Honeywell's retention of all rights to its "Intellectual Property" (as defined below), (iii) the software license set forth herein, (iv) the terms of installation, technical specifications, and scopes of work, and (v) other terms and conditions necessary to facilitate and govern the transaction (collectively "Contingencies"). This EUAA is intended to provide that acknowledgement and agreement.

d. End User desires to purchase the Products and Services described in the "Quote" (as defined below) through the Purchase Agreement and in accordance with the provisions of this EUAA.

Therefore, in order to satisfy the Contingencies and facilitate the transaction, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Honeywell and End User hereby agree as follows:

1. **Definitions**. For purposes of this EUAA, the following terms shall have the following meanings. In the event of any ambiguity or conflict between the definitions in this EUAA and those contained in the Master Price Agreement, this EUAA shall control unless otherwise agreed in writing by the parties.

   a. "Additional Services" means any and all services performed by Honeywell at the instruction or request of End User through its authorized personnel, including any Engineering Services that are not specifically included in the "Scope of Work" (as defined below).

   b. "Communications Gateway" means the pair of redundant servers used as the master communications hub for the System as set forth in the Quote.

   c. "Engineering Services" means engineering or project management services performed by Honeywell's employees, agents or contractors directly related to planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation site.

   d. "GaRI Audio Interface" means the proprietary VoiceAlert Radio Hardware component integrated into the Communications Gateway.

   e. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to End User by Honeywell, provided however, that Hardware shall not include any televisions, monitors, iPads or computer tablets manufactured by third parties.

   f. "Intellectual Property" means any and all rights of Honeywell related to Honeywell's products, Software, and Hardware, existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

g. "Products" means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.

a. "Quote" means the document attached as **Exhibit A**, excluding the section titled “Terms and Conditions,” if any.

h. "Scope of Work" means the document attached at **Exhibit B**. Scope of Work excludes any goods or services to be provided under the Service Agreement. The Scope of Work applies only to the Products and Services included in the Quote.

i. "Service Agreement" means the document attached as **Exhibit D**.

j. "Services" means the installation, configuration, startup, testing, training, and other services set forth in the Scope of Work as limited by the Quote.

k. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to End User by Honeywell under this Agreement.

l. "Station Controller" means the CPU and related computer components (Honeywell's ATX model) to be installed at each fire station as described in the Quote.

m. "System" means all Hardware and Software purchased by End User through the Purchase Agreement or directly from Honeywell under any contract, purchase order, or arrangement that is used exclusively by End User as part of its fire station alerting system, including without limitation the "PO's" (as defined below), provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation End User's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to End User directly by Honeywell. System also excludes any consumer electronics purchased through Honeywell (such as televisions purchased for use as monitors or signs, iPads, computer tablets, monitors and like merchandise).

n. "VoiceAlert Radio" means the Software that controls the GaRI Audio Interface and functionality of the optional radio alert system.

o. "Warranty" means the New System Warranty attached as **Exhibit C**.

Undefined technical terms, specifications and acronyms used throughout this EUAA shall have the meanings generally attributed to them in the fire station alerting industry.

2. **Products and Services**. Upon receipt of a Purchase Order ("PO") from End User for Products and Services described in the Quote, Honeywell will provide the Products and perform the Services pursuant to the terms of this EUAA and the Purchase Agreement. The Quote is subject to correction for errors and omissions, including the omission of any excise, use, or transaction levy, use fees, access fees, programs fees, audit fees, or other costs or reductions to the purchase price imposed by any code, statute, rule, regulation, executive order or program not specifically included as a line item in the Quote. Upon delivery to End User's site, End User shall bear all risk of loss or damage to any Products occurring thereafter..

3. **Invoices and Payment**.

a. All Products and Services identified in the Quote are being purchased by End User through the Purchase Agreement.

b. Honeywell shall invoice End User directly for (i) any Products and Services delivered to or performed for End User (ii) all Additional Services, and (iii) all Products provided to End User that are not identified in the Quote on a monthly basis. All undisputed invoices shall be due and payable within thirty days of receipt in United States currency, free of exchange, or any other charges. Disputed amounts shall be identified in writing within such period, and the parties shall cooperate in good faith to resolve the dispute.

4. **Design and Installation Services**.

a. Within 30 days after the execution of this EUAA or Honeywell's receipt of End User's PO, whichever is later, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient ("Project Meeting"). End User will use its best efforts to have all necessary representatives present at the Project Meeting.

b. Either party may elect to participate in the Project Meeting remotely via video or telephone conference.

c. Honeywell will provide a proposed project schedule for discussion at that time or otherwise consult with End User and its Dispatch Customers regarding development of a project schedule.

d. Thereafter, Honeywell and End User will collaborate to plan and document the layout, and installation protocols for the dispatch system and the project schedule (collectively the "Design Phase") consistent with the Quote and the Statement of Work.

e. End User shall issue its authorization to proceed with delivery of the Products and Services set forth in the Quote within 5 days of completion of the Design Phase.

f. Upon issuance of End User's authorization to proceed, no changes will be made to the design of the System except upon written change order approved by both parties specifying cost and schedule iPurchase Agreementcts.

5. **Subsequent Purchases**. At any time during the term of the Purchase Agreement, End User may purchase additional Products and Services, through the Purchase Agreement, by issuance of a PO incorporating the terms of this EUAA.

6. **Training**. Pursuant to a mutually agreed upon schedule, Honeywell shall provide training as set forth in the Scope of Work for the price stated in the Quote. Except as otherwise set forth in the Quote, all additional training provided by Honeywell shall be charged at the hourly rates applicable under the Purchase Agreement, plus reasonable costs and expenses incurred by Honeywell related to the training. Reasonable costs and expenses shall include air fare, lodging, meals, ground transportation, shipping, document reproduction, and other reasonably necessary costs and expenses related to the training. No additional training shall be provided until the parties have executed an agreement setting forth the scope, cost, and schedule for the additional training.

7. **Acceptance of Station Installation**. Upon substantial completion of installation at each fire station and at the End User's dispatch center, Honeywell or its subcontractor shall prepare and deliver to End User a written request for End User's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, End User shall inspect the station installation and (i) accept the installation as presented, or (ii) accept the installation subject to completion of specified tasks necessary for the installation to comply with the Scope of Work ("Punch List"); or (iii) reject the installation by written notice to Honeywell specifically identifying the defects and deficiencies of the installation that are not in compliance with the Scope of

Work ("Rejection Notice"). If End User accepts the installation subject to a Punch List, the installation shall be deemed materially complete. The Punch List shall specifically identify each task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, Honeywell shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted. If End User rejects the installation the Rejection Notice shall specifically identify each defect, deficiency, task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, Honeywell shall cause the installation to comply with the Scope of Work and submit a second Request for Acceptance.

8. **System Acceptance Testing**. Honeywell and End User shall jointly develop a written acceptance testing procedure ("ATP") and commence a test of the System ("Acceptance Test") consistent with the ATP. The ATP shall be based on the System standards and criteria set forth in the Scope of Work and the final configuration of the System as actually installed. Upon successful completion of the Acceptance Test, including correction by Honeywell of any defects or deficiencies identified during the Acceptance Test period, End User shall provide Honeywell with a "Certificate of Completion" in a form acceptable to Honeywell. If End User believes the Acceptance Test was unsuccessful, and if End User has complied with all "End User Obligations" (as defined below), End User may within seven days of the date on which the Acceptance Test is complete, provide Honeywell with written notice specifying the standards or criteria not met ("Failure Notice"). If within 30 days of the Failure Notice, Honeywell has not caused the System to meet the standards and criteria set forth in the Failure Notice, End User may pursue its remedies under the Purchase Agreement and this EUAA. Failure of End User to provide a timely Failure Notice shall constitute End User's irrevocable acceptance of the System. Failure to participate in testing shall not constitute acceptance unless Honeywell demonstrates that End User unreasonably refused to cooperate after receiving written notice and a reasonable opportunity to cure such refusal.

9. **Reserved**.

10. **Warranty**. Honeywell warrants and guarantees its Products and Services subject to the terms and limitations set forth in the Warranty attached hereto as Exhibit D and incorporated herein. The End User's rights and remedies with respect to Products and Services found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.

11. **Service and Support Option**. Upon expiration of the "Warranty Period" (as defined in the Warranty), End User may elect to purchase certain support and

maintenance services on the terms and conditions set forth in the Service Agreement, executed contemporaneously herewith. Under the terms of the Service Agreement End User shall have four one-year options to purchase certain support and maintenance services directly from Honeywell (each a "Service Option"). The compensation to be paid to Honeywell under the Service Agreement is the "Annual Fee" (as defined in the Service Agreement). Honeywell may invoice End User for the Annual Fee as set forth in the Service Agreement. End User shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth in the Service Agreement. After the expiration of the Warranty Period, Honeywell shall have no obligation to provide the services set forth in the Service Agreement unless and until End User exercises the Service Option and pays the Annual Fee. The "Lead Contracting Agency" (as defined in the Purchase Agreement) is not a party to the Service Agreement. The Service Agreement is a separate contract entered into directly between Honeywell and End User and is not in any way part of or governed by the Purchase Agreement.

12. **Intellectual Property**. End User hereby agrees and acknowledges that Honeywell owns all rights, title, and interest in and to the Intellectual Property. End User agrees to not remove, obscure, or alter Honeywell's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Honeywell's products. Nothing herein shall be deemed to give, transfer, or convey to End User any rights in the Intellectual Property other than the license to use the Software, as set forth below. Honeywell shall not assert proprietary rights over data generated by End User’s use of the System.

13. **License**. At all times that End User is in compliance with the terms of this EUAA and the Purchase Agreement, End User shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System. This license shall survive termination of the EUAA with respect to Software necessary for ongoing operation of the System.

14. **Insurance**.

    a. Honeywell shall purchase and maintain such insurance as required below for claims which may arise out of, or result from, Honeywell's operations under this Agreement, whether such operations are by Honeywell or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

    b. Honeywell shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the End User throughout the term of this Agreement:

Commercial General Liability Insurance with limits of $1,000,000 per occurrence, $2,000,000 general aggregate, $2,000,000 products and completed operations total limit, and $1,000,000 personal injury and advertising liability.

Workers' Compensation and Employer's Liability with Workers' Compensation limits as required by the State of Washington and Employer's Liability limits.

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

Tech E & O/Cyber in the amount of $5,000,000 aggregate.

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

c. Honeywell has or shall submit the Certificates of Insurance evidencing coverage as specified above prior to commencement of performance. Notwithstanding the foregoing, if after submission of the Certificate of Insurance End User authorizes Honeywell or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance described in the Certificates of Insurance is in full compliance with the requirements set forth above, and such requirements shall be deemed revised and amended to require only the coverages provided in the Certificate of Insurance. These terms are effective and shall be controlling whether the Certificate of Insurance is provided before or after the date of this EUAA.

15. **End User Point of Contact.** End User shall assign a minimum of one and a maximum of three contact people to manage the installation and administration of the System (the "System Administrator"). End User shall provide Honeywell with written notice of such assignment prior to the Project Meeting. End User may change the System Administrator only upon written notice to Honeywell. The System Administrator shall have the principal responsibility of overseeing and managing this EUAA on behalf of End User and shall be the primary point of contact for End User. End User will ensure that the System Administrator is reasonably available to Honeywell, and Honeywell may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide Additional Services.

16. **End User Obligations.** End User shall take and perform all reasonable action necessary to facilitate Honeywell's performance of the Scope of Work hereunder. Prior to the Project Meeting, Honeywell shall provide End User with certain project documentation that lists tasks to be performed by End User to enable Honeywell to configure the Communications Gateway and prepare for installation and implementation. In addition to the foregoing, End User shall be responsible for procuring and/or providing the following for use with the System:

    a. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the installation, testing and functionality of the of the System;

    b. Provide a CAD interface to the System on the existing or new CAD System. If this requires software installation or development for the End User's CAD system, the End User must contact the CAD vendor and schedule this work in a timely manner, or the System installation may be significantly delayed.

    c. Provide the voice and data radio system, data network infrastructure, dispatch computers with current version web browser, and personnel skilled in End User's radio and data systems. Honeywell's web-based user interface software is only supported on the most recent versions of Microsoft Edge, Google Chrome, and Mozilla Firefox web browsers;

    d. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system. Radios or consoles must have PTT input, audio input, and COR output for full System functionality. Provide any third-party console software licenses as necessary;

e. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the Customer Equipment, including the replacement of UPS batteries as necessary;

f. Providing all reasonable security and bearing all risk of loss or damage to for any Products delivered to, stored at, or installed on End User's property;

g. Providing a stable means of data transmission between the Communications Gateway and each Station Controller serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

h. The correct use of the Products and System in accordance with the manufacturer and Honeywell's operating instructions; and

i. The security, accessibility, and integrity of the System, Customer Equipment, and installation site.

Honeywell acknowledges that End User's obligations under this section shall not relieve Honeywell of its responsibility to coordinate installation activities and ensure overall System functionality, unless End User's failure to perform its obligations prevents Honeywell from performing under this Agreement.

17. **Remote Access to System**.

a. Honeywell requires remote network access to the System, including access to End User's Communications Gateways, Station Controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this End User will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access End User's System with the knowledge and consent of End User.

b. **Alternative to Network Access**. If End User elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. End Users that elect not to routinely provide network access may temporarily reinstate this access to allow

Honeywell to perform the above services. The following services will not be performed without this access:

- System software upgrades
- System software customization
- Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
- Detailed log analysis
- Bulk updates to System database tables
- Troubleshooting that requires low-level system access or large file transfer

c. Timely Access. End User must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that End User is unable to provide remote access, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

d. Physical Security Tokens. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens this may delay after hours service.

e. Remote access shall be provided only in accordance with End User's cybersecurity and network-access policies. Honeywell shall limit such access to the minimum necessary for support, shall log all sessions, and shall maintain confidentiality of all system data. Honeywell shall indemnify and hold harmless End User for any losses arising from unauthorized access or data breach proven to have been caused solely by Honeywell or its agents. Any changes to End User's cybersecurity or network-access policy shall be provided to Honeywell no less than 30 days prior to adoption of such changes. If the adopted changes impairs Honeywell's ability to perform the Services, Honeywell shall have the option to modify the Services as described in this Section, or terminate this Agreement or the Service Agreement if an acceptable resolution is not agreed upon by the parties.

18. **Termination**

a. By End User. If the Purchase Agreement, any PO, or this EUAA is canceled or terminated by End User or the Lead Contracting Agency for any reason other than Honeywell's breach, End User shall immediately pay Honeywell for all work in progress, Services rendered, all inventoried or ordered

Products, and all other costs incurred by Honeywell related to this transaction.

b. By Honeywell. If End User refuses or fails to perform any of its obligations in accordance with this EUAA or the Purchase Agreement, Honeywell shall provide written notice thereof to End User ("Default Notice"). The Default Notice shall specifically describe the nature of the alleged failure and demand that End User cure such failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be 10 days, and in all other events shall not be less than 30 days ("Cure Period"). If End User fails to cure the failure within the Cure Period, such failure shall be deemed a default under this EUAA. In such event, Honeywell shall have the right to terminate this EUAA by written notice to End User, and End User shall immediately pay Honeywell for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by Honeywell related to this transaction.

c. For Failure to Complete Design Phase. If the parties cannot complete the initial Design Phase within 30 days of the initial Project Meeting, either party may terminate this EUAA by written notice to the other. In such event, End User shall immediately pay Honeywell for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by Honeywell related to this transaction.

19. **Assignment**. The Parties shall not assign in whole or in part this EUAA without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Honeywell may freely transfer its rights under this EUAA in the event of a sale of all or substantially all of its assets or stock. Additionally, Honeywell may subcontract any or all of the Installation and Products manufacturing.

20. **Reserved**.

21. **Notices**. Whenever any provision of this EUAA requires the giving of written notice, it shall be deemed to have been validly given if delivered (i) in person, (ii) by registered mail, postage pre-paid, (iii) by a nationally recognized overnight courier service, or (iv) electronically via facsimile copy or email, provided that the sender obtains confirmation of transmission, to the following:

For the End User:
City of Spokane, WA
Spokane Fire Department
44 W. Riverside Avenue
Spokane, WA 99201

Attn:
Email:

For Honeywell:
Honeywell International Inc., through its US Digital Designs group
Attention: Susheel Tenguria, General Manager
1150 W. Grove Parkway, Suite 110
Tempe, Arizona 85283
Telephone: (602) 687-1730
Email: USDDContracts@honeywell.com

22. **Headings and Usage**. The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this EUAA. When the context of the words used in this EUAA indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

23. **Waiver**. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this EUAA shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this EUAA.

24. **Execution in Counterparts**. This EUAA may be executed in counterparts, all of which taken together shall be deemed one original. The date of this EUAA shall be the latest date on which any party executes this EUAA.

25. **Entire Agreement**. This EUAA contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This EUAA supersedes and replaces the "terms and conditions" section set forth in the Quote, if any. This EUAA may not be amended, altered, or changed except by the express written agreement of the parties. The terms of this EUAA shall take precedence over any conflicting terms in any PO or the Purchase Agreement.

26. **Joint Effort**. This EUAA has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this EUAA or any term thereof. The Parties represent and warrant to each other that each Party has had the opportunity to review this Contract with counsel of its own choosing, that each Party has either reviewed this Contract with counsel or has elected to forego such review, and that no Party shall deny the validity of this Contract on the grounds that the Party did not understand the nature and consequences of this Contract or did not have the advice of counsel.

27. **Savings Clause**. In the event any part, provision, or term of this EUAA is deemed to be illegal or unenforceable, this EUAA shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the EUAA shall be and remain in full force and effect.

28. **End User Representative**. The undersigned representative of End User hereby represents and warrants that s/he has the authority to bind End User and that the execution, delivery and performance by End User under this EUAA will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which End User is a party.

29. **Incorporation of all Recitals and Exhibits**. All recitals, exhibits, addenda, schedules and other documents referenced herein and attached hereto are hereby fully incorporated and made a part hereof by this reference as if the terms and content thereof had been fully set forth in the body of this EUAA.

30. **Third Party Beneficiaries**. Except as otherwise expressly set forth herein, this Contract does not and is not intended to confer any rights, benefits or remedies upon any person or entity other than the Parties.

31. **Additional Acts and Documents**. Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested by the other Party to carry out the provisions, intent and purposes of this Contract.

32. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict-of-laws rules. Venue for any action arising hereunder shall be in Sandoval County, New Mexico.

City of Spokane/Fire Department:	Honeywell International Inc.
By: _____	By: _____
Name:	Susheel Tenguria
Its:	General Manager
Date: _____	Date:_____

EXHIBIT A

Quote

See USDD Quote #WA_SPOK003-Qv1-2DispatchCenters&16StationSystems dated May 13, 2026 attached hereto.

EXHIBIT B

Scope of Work

Provision of the hardware and software described in the Quote, for installation in End User's Primary and Backup Dispatch Centers and 16 fire stations. Hardware to be installed in the fire stations include ATX Station Controller and UPS, with installation to provided by End User personnel.

Overview

The purpose of this Scope of Work ("SOW") is to detail the tasks and responsibilities of Honeywell related to the provision the Phoenix G2 Fire Station Alerting System ("System") for End User.

Project Deliverables

The deliverables provided under this SOW include station alerting hardware and software, software configuration, dispatch hardware installation, and user, administrator and maintenance training (schedule coordinated with End User) as detailed on the Quote provided to the End User.

Hardware Deliverables

Honeywell will provide the hardware as detailed on the Quote provided to the End User. Hardware delivery/shipment is intended to be a single shipment to a single receiving point. The End User provided warehouse must be an environmentally controlled and secure storage area.

Software Deliverables

Honeywell will provide standard embedded software for the operation of the station alerting system. This includes the software for the operation of the central Communications Gateway and GaRI radio system interfaces.

Modifications to Standard Products

Modifications will be made, if required, to Honeywell's standard products where necessary to provide the agreed upon functionality. Modifications will include VoiceAlert element order and repetition, and printer display elements.

Standard Interface Software

Honeywell's Communications Gateway will interface to End User's CAD system using the Honeywell standard fire station alerting interface. The costs associated with CAD provider's fees are not included. CAD Provider's portion of the FSA interface is the responsibility of the End User.

Training

a. Dispatch System Operation (half-day). The Dispatch System Operation class is intended to give dispatch center personnel the skills to use the alerting system through the CAD system, to operate the Manual Alerting client and to recognize system faults. The class will be hands-on using the system prior to go live.

b. Administration and Maintenance (half-day). The Administration and Maintenance class is intended to give technical service personnel the skills to perform system configuration, basic diagnostics and troubleshooting on the station alerting system. The class will be hands-on using the system prior to go live

c. Installation Training (8 hours). The G2 certification will familiarize personnel who will be performing installation with unique features of the System. US Digital Designs will provide training and supervision to End User or selected contractor's personnel in the installation and configuration of the station equipment. This training will include installation classroom training, sample installations by Honeywell personnel, supervision for personnel during initial installations, and telephone follow-up as necessary.

Honeywell Project Roles and Responsibility

Overview

Honeywell will assign qualified personnel to implement the System for the Project. The project team will be located primarily at the Honeywell headquarters in Tempe, Arizona, but will travel as necessary to the End User's location.

The following is a proposed list of Honeywell project personnel roles for this project. The list of roles may change as necessary to accommodate new project requirements.

Honeywell Project Manager

The Honeywell project manager ("Project Manager") will have the overall responsibility for ensuring the success of the Honeywell portion of this project. The Project Manager will be the primary contact for project-related issues and will be responsible for issue resolution. The Project Manager will also develop an issue escalation plan in conjunction with the End User's System Administrator.

Software Engineer
The Honeywell Software Engineer will be responsible for Honeywell's configuration of software required for the system, and for the resolution of any Honeywell software issues identified during the project.

End User Roles and Responsibilities

End User's staff must be familiar with the End User's existing systems and needs with respect to fire station alerting. In particular, End User must have subject matter experts available for consultation on the existing communications systems, both in the station and the communications center, and the current and proposed data networks.

Honeywell will need to rely on the End User's personnel for direction on equipment location in the data center. It is critical that personnel with both knowledge and authority be available for this direction.

End User will also be required to provide any necessary third-party consultation and configuration work for systems outside the overall contract.

End User Point of Contact
End User shall assign a minimum of one and a maximum of three contact people to manage the installation and administration of the System (the "System Administrator"). End User shall provide Honeywell with written notice of such assignment prior to the Project Meeting (defined below). End User may change the System Administrator only upon written notice to Honeywell. The System Administrator shall have the principal responsibility of overseeing and managing this project on behalf of End User and shall be the primary point of contact for End User. The End User may replace the person serving as its System Administrator only upon prior written notice to Honeywell. End User will ensure that the System Administrator is reasonably available to Honeywell and Honeywell may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide additional services.

Project Implementation

Project Planning
Project planning will begin with the initial project meeting ("Project Meeting"). Honeywell will participate in the Project Meeting (which could be web based depending on scheduling constraints). This meeting is important to developing the

expectations of the End User and establishing the specific equipment and services to be delivered by Honeywell.

Honeywell will work with the End User and CAD provider to develop an implementation plan and schedule that meets the needs of the End User and is completed within the overall timeframe of the project. The implementation plan will list all equipment to be delivered and will detail the delivery timeframe for this equipment as well as any work to be done by End User prior to or after delivery and installation.

Honeywell Designers will produce a custom rendering of each fire station system design based upon floor plans provided by End User, and will include any information provided by End User, such as architectural demands of the stations and station/End User culture so that End User's personnel can most efficiently perform their duties. Each station design will list a Bill of Materials including quantities and will be subject to End User review and approval prior to any installation. Any changes thereafter will be marked on the Design and submitted for approval by End User.

Any equipment, software development, installation or other work that is outside the scope of the equipment and services described in the Quote will be considered out of scope and may be subject to a formal change order. After the acceptance of the design, all changes in scope will be considered subject to a formal change order.

<u>Virtualized Communications Gateway</u>
End User has opted to implement the Communications Gateway (the redundant servers) in a virtualized environment. In doing so, End User acknowledges that Honeywell will not be providing the physical Hardware comprising of the Communications Gateway, and the Software comprising the Communications Gateway will reside on End User-provided servers. To implement the Communications Gateways in the virtualized environment, Honeywell will require the following from End User:

a. Provide and maintain the virtual environment infrastructure, including all hardware and software necessary to host the virtual environment, either directly or through third parties. Honeywell will require the following:

    - VM Ware
    - Two separate VM hosts each with the ability to house a VM with the following minimum specs:
        - 4 Processor Cores
        - 8 GB RAM
        - 64 GB Drive Space / Maximum Image Size
        - A minimum of 2 separate NICs, VLANs, or Virtual NICs/Switches

- Additional networks will require additional network hardware or virtual network.

b. Provide any relevant information regarding End User's virtual environment infrastructure to Honeywell and assist Honeywell to determine appropriate configuration for optimum performance of the Communications Gateway software. Honeywell will provide network protocol diagrams to End User for details on protocol necessary for system operations. End User will be responsible to configure the virtual server to meet minimum processor, memory, disk and configuration requirements recommended for the server component and as jointly developed by End User and Honeywell.

CAD Interface Customization

Honeywell will provide its standard API for CAD System alerting interfacing and will customize this interface to operate with the current version of End User's CAD system FSA interface. Any associated FSA interface fees charged by End User's CAD provider are not included in Quote.

Installation

Honeywell will provide assistance to End User to install the virtualized Gateways in End User's data center or other communications equipment location near the CAD equipment. Honeywell will also install the Gateway Audio Radio Interface (GARI) unit(s) and assist in the connection to End User radio equipment.

End User has opted to perform a "self-installation" of the Station-Level components, consisting of the ATX Station Controller and UPS. Honeywell will provide the required installation training to certified End User personnel for a G2 Certified Installation. Regardless of the party responsible for providing installation, all Product must be installed by a End User approved, Honeywell approved, and Honeywell certified Phoenix G2 FSA installation contractor. Honeywell staff will perform final inspection and start-up each station.

System Functionality Demonstration

Honeywell will demonstrate the functionality of the installed and configured system after system installation. This demonstration will preferably utilize the CAD system to allow end-to-end demonstration.

Acceptance Test Procedures

After all installation is complete and basic functionality has been demonstrated, End User and Honeywell will initiate the Acceptance Test Procedure ("ATP"). The ATP procedure will be jointly developed based on the intended functionality of the System as actually installed and carried in the EUAA.

Training
Honeywell will provide training to End User personnel on the operation, administration and maintenance of the System as priced in the Quote. The training will be provided in half-day class(es) as required. This training will be scheduled in conjunction with system testing and acceptance.

Project Controlling Process
Honeywell will report to the System Administrator to track the progress of the project and will work diligently to ensure that the project remains on or ahead of schedule. The schedule may be adjusted to accommodate End User's activity.

Change Management Process
A change management plan shall be developed jointly by End User and Honeywell to document procedures for additions, deletions and modifications to the scope of the project. This includes software feature development and delivery and installation of additional equipment requested by the End User.

Document Review
Honeywell will submit documentation developed under this project for approval prior to inclusion in the project documents as necessary.

Project Closure

Overview
The project closure process ensures that all outstanding issues are resolved, provides feedback on the project successes and issues to End User and Honeywell, and transitions End User and the System from a project to a support process.

Completion of Punch List Items
Honeywell will work with End User to identify any outstanding items for resolution. A list will be made of any unresolved issues and a disposition will be created for each item.

System Acceptance
Please see Section 8 of the EUAA

Transition to Support
After a successful Acceptance Test and a short confirmation period, as mutually defined in the ATP process document, End User will be transitioned to support from the project team. The primary contact for End User may change. It is important for End User to continue to provide remote access to the System after the transition to

support to allow Honeywell support personnel to perform remote diagnostics on the System.

Project Closure

After transition of the End User to technical support, Honeywell will prepare a document detailing any outstanding issues, lessons learned and other pertinent information for End User and/or CAD provider.

EXHIBIT C

New System Warranty

US DIGITAL DESIGNS
by Honeywell

NEW SYSTEM WARRANTY

1. **Warranty**. Subject to the terms, conditions and limitations contained herein, Honeywell International, Inc., through its US Digital Designs group ("**Honeywell**") warrants and guarantees the Phoenix G2 Fire Station Alerting System products purchased and integrated into CITY OF SPOKANE's ("Customer") Dispatch System and Fire Stations for a period of 12-months from the Customer's Commissioning Date at ("**Warranty Period**"). The Customer's rights and remedies with respect to any defect in the material or workmanship of the System (as defined below) shall be limited exclusively to the rights and remedies set forth herein (the "Warranty").

2. **Definitions**.

   a. "**Authorized Contact**" mean a person appointed by Customer who is authorized to make use of the Support Services (as defined below);

   b. "**Emergency Support**" means telephone access for Customer's Authorized Contacts to Honeywell's senior staff and engineers in the event of a Mission Critical Failure;

   c. **"Commissioning Date"** means the date on which an authorized Honeywell technician has inspected and approved station installations, confirmed that all connections and start-up configurations are properly working, and conducted tests between stations and the dispatch centers confirming the System can send and receive alerts through the configured communication pathways.

   d. "**Hardware**" means all physically tangible electro-mechanical systems or sub-systems and associated documentation provided to Customer by Honeywell; Hardware does not include any components, hardware, or software provided by third parties including, without limitation, Customer's computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices, internet and network connections, and any other parts

or items not provided to Customer directly by Honeywell, nor does Hardware include any televisions or monitors manufactured by third parties, even if Honeywell provided such televisions or monitors to Customer;

e. "**Mission Critical Failure**" means a defect in the materials or workmanship of the System causes any fire station served by the System to be incapable of receiving dispatches through all communications paths; provided, however, that any such failure caused by third party products or software, operator error, internet or telephony service outages, misuse or neglect of the System, or any other cause outside of Honeywell's control, including, without limitation, lightning strike, power surges or other acts of God does not constitute a Mission Critical Failure;

f. "**Product**" or "**Products**" mean the Hardware, Software and other tangible goods, equipment, supplies, and components included in the System (as defined below);

g. "**Software**" means software programs, including both standalone and embedded software, firmware in executable code form, including any updates, upgrades, and patches thereto, as well as any relevant documentation, that are licensed to Customer by Honeywell for use in connection with the System, including, without limitation the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices;

h. "**Support Services**" mean those services provided by Honeywell which are set forth in this Agreement, including, without limitation, Hardware warranty service, Software updates, and support and maintenance for the System (including, without limitation, Emergency Support Services) during the Warranty Period; and

i. "**System**" means all Hardware and Software purchased by Customer, either directly from Honeywell or from authorized Honeywell reseller, under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its Phoenix G2 Fire Station Alerting System; provided, however, that the term "System" specifically excludes any components, hardware, or software provided by third parties including, without limitation, Customer's computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by Honeywell.

3. **System Maintenance and Support**. During the Warranty Period, Honeywell agrees to provide the Support Services to Customer. Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

c. 24 hour per day telephone access for Customer's Authorized Contact to Honeywell's senior staff and engineers in the event of a Mission Critical Failure;

d. Updates for all System Software, as and when released by Honeywell; and

e. Advance replacement of defective or malfunctioning Hardware, subject to Honeywell's Return Material Authorization ("**RMA**") Process described below.

Honeywell shall provide technical support in accordance with mutually agreed response-time objectives, ensuring priority handling of any event affecting dispatch or emergency operations.

4. **Support Services Requests**. Prior to requesting Support Services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity (a "**Support Service Request**"). The first such contact must occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site: https://buildings.honeywell.com/us/en/brands/our-brands/usdd. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

5. **Replacement Hardware**. If a defect with the Hardware arises and Customer makes a valid Support Service Request within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be new or equivalent to new in performance and reliability and at least functionally equivalent to the original Hardware. When Hardware is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Support Services must be used in the System to which this Agreement applies.

All costs of shipment, handling, and risk of loss in transit shall be borne by Honeywell. End User shall not incur any replacement charge for defective or damaged Products returned in accordance with Honeywell's instructions.

6. **Return Material Authorization Process**. If a Customer makes a claim for an advanced replacement of a Hardware component during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide Honeywell with the Hardware, model, serial number, and a description of the Hardware's failure to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Hardware that the Customer is returning. The original Hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in Honeywell's shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Hardware must be shipped back within 10 days of receiving the replacement Hardware. Failure to return the original Hardware or failure to return the original Hardware in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

7. **No Fault Found**. Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no defect under the Warranty. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or because the Hardware is "old." Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

8. **Mission Critical Failure**. Customer's use of Emergency Support in the absence of a Mission Critical Failure shall constitute additional services not covered by this Warranty and the time expended will be charged at Honeywell's then current rates.

9. **Authorized Support Contacts**. In order to facilitate Honeywell's delivery of the Support Services, Customer shall appoint a minimum of one and a maximum of three Authorized Contacts. The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it

by means of training and function, and who have knowledge of Customer's network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network, or communications system troubleshooting, and physical inspection or actions on the System components.

10. **Customer Facilitation of Support Services**. In order for Honeywell to undertake its Support Service obligations, Customer will be responsible for providing the following:

a. Remote access to the System, as more specifically described below;

b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "**Customer Equipment**"), including printer paper, toner, and ink necessary for the operation, testing, troubleshooting, and functionality of the System;

c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries, as necessary;

d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the System; such means of data transmission may include, but are not limited to, TCP/IP, data modems, leased lines, radios, etc.;

e. The correct use of the System in accordance with Honeywell's operating instructions; and

f. The security and integrity of the System.

Honeywell acknowledges that End User's cooperation obligations shall not relieve Honeywell of its warranty responsibilities. Notwithstanding, the inability of Honeywell to perform Customer Support (as defined below) because of lack of access to the System caused by End User's refusal to cooperate, shall cause Customer Support to be limited or unavailable as outlined in Section 12 below.

11. **Remote Access**. Honeywell requires remote network access to the Customer's System, including its communications gateways, station controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation

and Support Service tasks under this Agreement. Customer will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel (“**Customer Support**”) to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access Customer’s System with the knowledge and consent of Customer.

a. Alternative to Network Access. If the Customer elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access:

    - System software upgrades
    - System software customization
    - Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
    - Detailed log analysis
    - Bulk updates to System database tables
    - Troubleshooting that requires low-level system access or large file transfer

b. Timely Access. Customers much ensure that remote access is available prior to notifying Honeywell of a Support Service request. In the event that the Customer is unable to provide remote access, Honeywell will not be required to provide Support Service outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

c. Physical Security Tokens. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens this may delay after hours service.

Honeywell’s remote access shall comply with End User’s cybersecurity and network-access policies. Honeywell shall use only secure, logged connections, and shall not transfer or copy any End User data without prior written approval.

12. **Exclusions and Limitations of Liability**. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from Customer’s failure to follow instructions relating to the System’s use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions

manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS**. If Honeywell cannot lawfully disclaim statutory or implied warranties, then, to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impairment.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF REVENUE, LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF REPUTATION, AND LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS WARRANTY. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS WARRANTY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO HONEYWELL FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

13. **Governing Law**. This Warranty will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles. Venue for any action arising hereunder shall be in Maricopa County, Arizona

14. **Force Majeure**. Except for Customer's duty to pay sums due hereunder, neither Honeywell nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a **"Force Majeure Event"** is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

a. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and

b. use responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, either party may provide notice to -the other that it is cancelling this Warranty.

EXHIBIT D

Form of Service Agreement

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between Honeywell International Inc., through its US Digital Designs group ("Honeywell"), with its principal place of business at 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, and the following entity ("Customer"):

City of Spokane, WA
Spokane Fire Department
44 W. Riverside Avenue
Spokane, WA 99201
Attn:
Telephone:
Email:

1. **Recitals**. Customer requires Honeywell to provide Software maintenance and Hardware repair services for the Phoenix G2 Fire Station Alerting System Products (as those terms are defined below) acquired and implemented by Customer. Honeywell has agreed to service the Customer's System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

2. **Definitions**. For purposes of this Agreement, the following terms shall have the following meanings:

a. "Additional Services" shall have the meaning set forth in Section 9 below;

b. "Application or App" shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.

c. "Commencement Date" shall be **[Insert Date Warranty Expires].**

d. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by Honeywell, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;

e. “Emergency Support” means telephone access for Customer’s System Administrator” (as defined below) to Honeywell’s senior staff and engineers in the event of a Mission Critical Failure.

f. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of Honeywell’s direct control does not constitute a Mission Critical Failure.

g. “Services” shall have the meaning set forth in Section 3, below;

h. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by Honeywell;

i. “System” means all Hardware and Software purchased by Customer either directly from Honeywell or authorized Honeywell Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by Honeywell;

j. “Term” means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 13 below.

Any undefined term shall have the meaning set forth in the End User’s Acknowledgment and Agreement (EUAA). In the event of conflict between this Agreement and the EUAA, the terms more favorable to End User shall control.

3. **Honeywell Scope of Services**. During the Term of this Agreement, Honeywell agrees to provide Hardware repair service and Software updates and maintenance for

the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;

d. Updates for all System Software, as and when released by Honeywell;

e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.

f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under the Honeywell warranty applicable to the Hardware) subject to Honeywell's Return Material Authorization ("RMA") Process described below; and

g. Ground shipping for the return of repaired Hardware.

Honeywell shall provide Services in accordance with response-time standards mutually agreed in writing. All Services shall be performed in a manner consistent with industry best practices and with due regard for public-safety operations.

4. **Claims**. Prior to requesting Services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, either Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. Honeywell's technical support contact information can be found on Honeywell's web site: https://buildings.honeywell.com/us/en/brands/our-brands/usdd. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

5. **Advance Replacement of Hardware**. If a Hardware component requires repair during the Term, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be a product that is new or equivalent to new

in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If Customer makes a claim for an advanced replacement of a Hardware component during the Term, Customer shall provide Honeywell with the Hardware component model and serial number and failure information to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid ground shipping to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that Customer is returning. The original hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

7. No Fault Found. Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is "old." Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

If Hardware returned under a valid RMA is determined by Honeywell to be free of defect, no fee shall be charged unless Honeywell provides written diagnostic documentation supporting that finding.

8. **Limitations**. The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized Honeywell representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of Honeywell, use with non-

Honeywell products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in Honeywell's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Honeywell shall not be liable to provide Services at any time when Customer is in breach of any obligation to Honeywell under this Agreement or any other contract. Exclusions shall not apply to damage resulting from Honeywell's negligence, improper instructions, or defective design.

9. **Additional Services by Honeywell**. Except for the Services, all other acts or performances requested or required of Honeywell by Customer ("Additional Services") will be charged at Honeywell's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by Honeywell on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 12% per annum, or the maximum allowed by law, whichever is less. All Additional Services must be pre-approved in writing by End User. Honeywell shall provide a written estimate of cost and time before commencing any Additional Services.

10. **Authorized Support Contacts**. In order to facilitate Honeywell's delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services ("Authorized Contacts"). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

11. **Customer Facilitation of Services**. Customer will be responsible for providing the following:

a. The provision of remote access to the System, as more specifically described in Section 12 below;

b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;

c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;

d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

e. The correct use of the System in accordance with Honeywell's operating instructions; and

f. The security and integrity of the System.

12. **Remote Access**. Honeywell requires remote network access to Customer's system, including its Communications Gateways, Station Controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will ensure that Customer will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access Customer's System with the knowledge and consent of Customer.

a. Alternative to Network Access. If Customer elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access:

- System software upgrades
- System software customization

- Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
- Detailed log analysis
- Bulk updates to System database tables
- Troubleshooting that requires low-level system access or large file transfer

b. Timely Access. Customer must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the remote access cannot be provided, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

c. Physical Security Tokens. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If Customer requires the use of physical security tokens this may delay after hours service.

Remote access shall comply with End User's network-security policies. Honeywell shall use secure, logged sessions limited to necessary maintenance activities, shall not copy or remove system data, and shall immediately notify End User of any security incident. Honeywell shall indemnify and hold End User harmless from losses caused by unauthorized access or data compromise proven to be solely attributable to Honeywell or its agents.

13. **Ongoing Service Term, Renewal and Termination**. The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of Customer's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual Fee" (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. Either party may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If the party receiving notice fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, Honeywell may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Honeywell shall be nonrefundable.

14. **Annual Fees**. On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay Honeywell an Annual Fee in advance for the Services

to be delivered hereunder (the "Annual Fee"). The Annual Fee for the Initial Term and each Additional Term shall be as set forth below.

Initial Term	Year 2	Year 3	Year 4	Year 5

Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum.

15. **Purchase of Additional Hardware and Software**. In the event Customer purchases additional Hardware and Software cumulatively in excess of $15,000 during the Term of this Agreement, upon expiration of the warranty on such additional Hardware and Software, Customer and Honeywell may enter into separate Service Agreements for such Hardware or Software, or include the annual fee for servicing such additional Hardware and Software to the Annual Fee **[Service Fee]**, as the parties may mutually agree.

16. **Reinstatement.** If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

b. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. Honeywell reserves the right to reinstate or not reinstate Systems in its sole discretion.

c. Customer shall pay a Reinstatement Fee, to be determined by Honeywell based upon the length Customer has been without service and support. The Reinstatement Fee shall be in addition to the Annual Fee then payable under this Agreement. The Reinstatement Fee is non-refundable.

17. **Exclusions and Limitations**. Honeywell warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) damage or failure caused by installation or

service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS**. If Honeywell cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT HONEYWELL'S SOLE ELECTION, IF CUSTOMER NOTIFIES HONEYWELL IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell disclaims any representation that it will be able to repair any hardware under this Service Agreement

or make a product exchange without risk to or loss of the programs or data stored thereon.

These exclusions and limitations on HONEYWELL liability do not apply to any claims for bodily injury or property damages that may arise in connection with onsite training or installation of the product and services HONEYWELL provides under this agreement.

18. **Force Majeure**. Except for Customer's duty to pay sums due hereunder, neither Honeywell nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a **"Force Majeure Event"** is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

c. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and

d. use responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, either party may provide notice to the other that it is cancelling this Service Agreement.

19. **Headings and Usage**. The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.

20. **Waiver**. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

21. **Governing Law; Parties in Interest**. This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the Parties. Venue for any action arising hereunder shall lie exclusively in Maricopa County, Arizona.

22. **Execution in Counterparts**. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any Party executes this Agreement. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.

23. **Entire Agreement**. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the Parties.

24. **Review**. The Parties acknowledge that they have had an adequate opportunity to review this Agreement, as well as the opportunity to consult legal counsel regarding this Agreement. Accordingly, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

25. **Assignment**. The Parties shall not assign, in whole or in part, the Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Honeywell may freely transfer its rights under this Agreement in the event of a sale or transfer of all or substantially all of its assets or stock. Each Party binds itself, its successors, assigns, executors, administrators, or other representatives to the other Party hereto and to successors, assigns, executors, administrators, or other representatives of such other Party in connection with all terms and conditions of this Agreement.

26. **Savings Clause**. In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

27. **Customer Representative**. The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery, and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

City of Spokane/Spokane Fire Department:	Honeywell International Inc.
By: _____	By_____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date:_____

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/18/2026		
Clerk's File #	OPR 2026-0325		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	KEVIN HALL 4215	**Requisition #**	VB 301495
Contact E-Mail	KHALL@SPOKANEPOLICE.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AMEND VALUE BLANKET 301495		

Agenda Wording

Request approval amend VB 301495 to allow for pricing increases at vendor request, and add additional optional ballistic body armor for Executive Staff.

Summary (Background)

The Spokane Police Department currently has a value blanket in place with Galls, utilizing NASPO Master Agreement #198468 and WA State contract #01224 to supply the SPD with ballistic body armor and external carriers. SPD would like to extend the options of body armor for Executive Staff, as well as amend the current agreement to allow for pricing increases as requested by the vendor due to rising costs for materials, staff and transportation costs. Current VB is in place through 4/30/2030.

What impacts would the proposal have on historically excluded communities?

No impact.

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

No Data is collected.

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

No Data is collected.

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 200,000.00 per year
Current Year Cost	**$** 200,000.00 per year
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 200,000.00	**#** 0680-11410-21250-53528-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD	**PS EXEC REVIEW**	GBYRD
Division Director	GBYRD	**PURCHASING**	GBYRD
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
Lyons-Kiley@galls.com	castro-melissa@galls.com
spdfinance@@spokanepolice.org	

City of Spokane Request for Quote – Annual Value Blanket – As Needed

QUOTE #: 31791960

PROJECT TITLE: Ballistic Body armor, carriers and ballistic Helmets

TERM: BASE YEARS: 4 **OPTIONAL RENEWALS:** 0

DEPARTMENT: Spokane Police Department

DUE DATE: _____, **no later than** _____

The purpose of this Request for Quote is to invite quotes to supply The City of Spokane Spokane Police Department Department with Ballistic body armor, carriers and ballistic helmets.

Responses to this quote and any questions concerning this Request For Quote should be directed to:

Name Michelle Loucks, Email dloucks@spokanepolice.org.

Deliver to: 1100 W Mallon Ave., Spokane, WA 99260

Delivery time may be a consideration to award. Therefore, the City requests a completed delivery date as soon as possible after receipt of the purchase order.

Supplier acknowledges delivery of all products within the following number of business days ARO _____

PRICING SHEET				
ITEM #	**EST QTY**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL**
1		Point Blank AXBIIIZ Hilite 1 Carrier	1277.64	
2		AXII 2/1 HI Lite Carrier	1049.76	
3		Tacoma Carrier PBE Crossover Vest	387.72	
4		PBE ID Panel Single Prespaced letters and numbers	21.06	
5		PBE ID Panel single prespaced letters and numbers	13.50	
6		Executive Body Armor and Carier Level AXBIIIA Male Custom Vest	1267.92	
7		Operator Elite Helmet	960.96	
8		Paraclete Mich Mid Cut w/pads, boa harness	493.92	
9		PBE Helmet chin extender strap	22.40	
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20		Freight/Shipping Charge (taxable)		
			Subtotal	
			Applicable taxes	
			GRAND TOTAL	

City of Spokane Request for Quote – Annual Value Blanket – As Needed

Attachments: The following attachments are made a part of this Request for Quote:
NASPO Master agreement 198468

VALUE BLANKET

- The Value Blanket order resulting from this Request for Quote will be for a 4 year term with the 0 optional renewals.
- The vendors prices shall remain firm throughout the first year of the contract period.
  - PRICING ADJUSTMENTS: Price adjustments may be submitted during the anniversary moth of the set-up value blanket Order. Price increases must be submitted with justification for the price increase, and it will be at the discretion of the City to approve said price increase.
- Supplier acknowledges all invoices shall reference the City's value blanket number, which shall be provided upon award, and the full name of the city employee who purchased the invoiced items.
- The City reserves the right to recommend award of this business however is most advantageous to the continued efficient operation of the City. This award may be split between multiple suppliers.
- **Additional Items** – Supplier acknowledges that the city may purchase through this value blanket additional _____, from the winning supplier which are not explicitly quoted herein and agrees to sell those items at a percentage off of list price _____ Percentage off shall remain unchanged throughout the life of the contract. I Agree ☐

Additional Terms & Conditions

Sales Tax: The City of Spokane is not a tax-exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.

Additional Costs: Bidder to list any additional costs to be incurred, any other costs added to this purchase after award will not be accepted.

Business Registration Requirement: Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business license and City of Spokane endorsement. See **Doing Business in Spokane - City of Spokane, Washington** for additional resources. If the Bidder does not believe it is required to obtain a business registration, complete the **Business License Exemption Request Form** and submit to City Taxes & Licensing to request an exemption status determination.

Washington State Unified Business Identifier: 602-598-924

Payment Terms: Net 30 (unless otherwise agreed to). Payment shall be made via direct deposit/ACH (unless otherwise agreed to) after receipt of the goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

City of Spokane Request for Quote – Annual Value Blanket – As Needed

Statement Certifying PCB Content:
In accordance with SMC 7.06.172(A), the City has a preference for products and product packaging that do not contain polychlorinated biphenyls (PCB's) above the practical quantification limit (except when it is not cost-effective, or technically feasible to do so).

the Bidder shall indicate that the products bid and to be supplied (to include product packaging)
☐ The product(s) and packaging offered under this bid are PCB-free as defined above.
☐ The product(s) and/or packaging offered under this bid contain PCBs. Provide explanation and details below (including material type, component, or packaging element):

_____

Failure to provide this declaration may result in the bid being deemed non-responsive.

Moreover, and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

Minority Business Enterprise
Supplier (☐ IS) (☐ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS
Supplier (☐ IS) (☐ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

BIDDER INFORMATION

Company Name: _____

By: _____ Title: _____

Phone: _____ Email: _____

Authorized Bidder Signature: _____

SIGNATURE ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS QUOTE.

FEIEMIEMFMFMF

City of Spokane Request for Quote – Annual Value Blanket – As Needed

INSTRUCTIONS

1. All Quotes should be prepared on this document furnished by the Purchaser and signed by an authorized person of Bidder's firm. Acceptable alternate, instead of completing the pricing sheet on this form the Bidder may supply a copy of their company quote, in conjunction with completing, signing and returning this form. **Failure to complete and sign this form may result in rejection of quote.**

2. It is the responsibility of the Bidder to be sure the emailed quote is received. The buyer is not responsible for Quotes delivered late. It is the responsibility of the Bidder to be sure the Quotes are sent sufficiently ahead of time to be received no later than the due date.

3. Pricing provided shall be good for a minimum of 30 days from the due date of the quote, unless otherwise specified.

4. The items to be furnished by the Bidder on this Quote shall be new product, compliant to the specifications listed, unless otherwise agreed to in writing.

5. If the product differs from the provisions contained herein, these differences must be explained in detail.

6. Evaluation of quotes, shall be based on the following but not limited to, where applicable:
    - The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser.
    - The quality of the items quoted their conformity to specifications and the purpose for which they are required.
    - The Bidder's ability to provide prompt and efficient service and/or delivery.
    - The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
    - The quality of performance of previous contracts or services.
    - The previous and existing compliance by the Bidder with the laws relating to the contract or services.
    - Uniformity or interchangeability.
    - The energy efficiency of the product throughout its life.
    - Any other information having a bearing on the decision to award the contract.

7. The City of Spokane reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote in a manner that is most advantageous to the continued efficient operation of the City at prices shown.

8. Award of purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Interlocal, cooperative or State Contracts where applicable will be considered as quote. Unsuccessful Bidders will not automatically be notified of Quote results.

9. Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.

10. Proprietary Information/Public Disclosure: Materials submitted in response to this competitive procurement shall become the property of the City. All received proposals/responses shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the proposal/response, it will not be made available until the affected Bidder has been given an opportunity to seek a court injunction against the requested disclosure.

1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2025, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators
The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

Supplier Costs
Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges
Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing. As a result, this year marks a 3.5% increase in freight shipping costs from major providers.

Labor and Talent Management
We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity
Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.

Mike Fadden
Chief Executive Officer Galls, LLC

PROPPER®
RIGHT TO THE CORE

17 Research Park Drive
St. Charles, MO 63304
PROPPER.COM

September, 10 2024

GALLS
1340 Russell Cave Road
Lexington, KY 40505

Dear GALLS,

I hope this letter finds you well. I am writing to inform you of an important update regarding our pricing structure. Effective January 1, 2025, we will be implementing a price increase across our product line.

We are mindful that it has been two years since we last adjusted our prices. During this period, we have worked diligently to absorb rising costs and maintain our pricing stability, despite significant increases in our operational expenses. However, due to increased costs of raw materials, and rising labor expenses, we find it necessary to adjust our prices to continue delivering the quality and service you have come to expect from us.

The forthcoming price adjustments will vary across our range of products. Specifically, the increases will range from 5% to 20%, depending on the item. This range reflects the varying impact of cost increases on different segments of our offerings.

We want to assure you that this decision was made after careful consideration and with the aim of continuing to provide you with exceptional value. Our commitment to quality and service remains our top priority, and this adjustment will enable us to sustain the high standards you rely on.

Should you have any questions or need further clarification regarding these changes, please do not hesitate to contact me directly. We are here to assist you and make this transition as smooth as possible.

Thank you for your understanding and continued support. We value your business and look forward to continuing to serve you with the same dedication and excellence.

Best

Robert Brin
SVP, Sales
Propper International Sales, Inc.
RobertB@propper.com | 636.685.1035

GOULD™
&GOODRICH

709 East McNeill Street · Lillington, NC 27546 USA
TEL 910.893.2071 or 800.277.0732 · Fax 910.893.4742
gouldusa@gouldusa.com · www.GouldUSA.com

A PASSION FOR PROTECTION

December 16, 2024

Galls
Attn: David Frye
1340 Russell Cave Rd.
Lexington, KY 40505

Re: 2025 Pricing

Dear Dave,

Further to your request, this letter is to confirm that on January 1, 2025 we will implement a 3% price increase on all Gould & Goodrich products. This increase is driven by increases in raw materials and labor.

In order to provide time for Galls to implement these changes, we will plan on implementing this increase on April 1, 2025 for all Galls orders.

Please feel free to contact me should you have any questions or require further assistance.

Sincerely,

Scott Nelson
President

Fechheimer

December 9, 2024

Galls
Lexington, Ky

Re: 2025 Price Increase Letter

To Whom It May Concern;
This letter is to confirm that on January 1, 2025 there will be a price increase on our Flying Cross and Vertx products of approximately 2.5%. The price increase is a result of increases in materials, trim, labor, and overhead.

If there are any questions or additional information that is needed please feel free to contact me.

Sincerely,

Brian Duffy
VP, Customer Service
513.792.1648

SANMAR

December 12, 2024

Account# 125293

GALLS LLC
1340 RUSSELL CAVE RD
LEXINGTON, KY 40505

To Whom it may concern,

Thank you for your inquiry regarding SanMar's annual pricing guide. SanMar does its best to provide exceptional value and recognizes that a variety of market conditions are beyond SanMar's control, including but not limited to, cost of raw materials, transportation costs and compliance with legal requirements, and may impact pricing from time to time. We therefore encourage our customers to check current pricing as there may have been pricing changes from prior years. If you have any additional questions, please do not hesitate to reach out to us.

Best Regards,

SanMar Pricing Department

December 3rd, 2024

As we enter 2025 and monitor global supply pressures, the volatility in many areas of the world have stabilized. Over the past couple of years, Workwear Outfitters has been able to mitigate many cost pressures. However, while inflation has moderated since the Covid years cost pressures around labor, utilities and freight remain.

I am pleased to let you know that Dickies will not be raising prices, while RedKap and Bulwark and Horace Small will have a nominal increase ***averaging*** *2.5 – 3% effective February 1, 2025.*
Net price files will be available and forwarded over the coming weeks.
Thank you for your business and we look forward to helping you grow throughout the year.

Best Regards
Brett Barthel
Vice President - Sales

November 19th, 2024

Galls
Attn: Laurie Dennis
1340 Russell Cave Rd.
Lexington, KY 40505

Subject: 2025 price increase

Dear Laurie:

We will be having a price increase starting 1/15/2025.

This price increase will average 3% or less, and is due to raw material increases.

I will have the price lists to you within the next couple of weeks, with the increase detailed for every item.

If there are any questions or additional information that is needed, please contact me.

Thank you.

Sincerely,

Mike Marmor
President

5.11 Global Innovation Center
3150 Bristol Street, 3rd Floor
Costa Mesa, CA 92626 USA
949.800.1511

June 5th, 2025

To Our Professional Customers,

At 5.11, we're committed to delivering purpose-built gear that performs when it counts. As material, transportation and receipt costs continue to shift globally, we've made careful updates to product pricing to reflect these changes and ensure we're offering the best possible value across our lineup.

You'll see price adjustments on items — averaging 10-12% - aimed at keeping our products competitive, durable, and mission-ready. We remain focused on making 5.11 gear accessible to as many customers as possible, without compromising on the quality, innovation, service and supply you expect from us.

The 5.11 Professional Sales team will continue to work with your agency and our distribution partners to ensure that you have the 5.11 product you need, when you need it.

We appreciate your continued support and look forward to continuing to serve those who live the motto: Always Be Ready.

Thank you for being a vital part of the 5.11 mission.

Sincerely,

Brian M. Tripp
VP, US Wholesale

Fechheimer

August 20, 2025

Galls Inc.
1340 Russell Cave Road
Lexington, KY 40505

Re: 2025 Price Increase

To Whom It May Concern;

As a result of continued cost increases in materials, trim, labor, tariffs, and overhead, Fechheimer will be implementing a price adjustment on all Flying Cross and Vertx styles, effective September 1, 2025. This adjustment represents a blended increase of approximately 5% across all stocked styles, with specific categories as follows:

- **Uniform Clothing:** Approximately 2% – 5% increase
- **Outerwear:** Approximately 9% – 15% increase

We remain committed to delivering the highest quality products and service, and this adjustment will allow us to continue investing in innovation, reliability, and the long-term support of our customers. If you have any questions or would like additional details, please do not hesitate to contact me directly.

Sincerely,

Brian Duffy
SVP, Customer Service

4545 Malsbary Road Cincinnati, Ohio 45242 Phone: 513-793-5400 Fax: 513-793-7819 www.fechheimer.com

AMWEAR USA
TACT SQUAD
UNITED UNIFORM MANUFACTURERS
250 N. Benjamin Ct. • Corona, CA • 92879 • (800) 858-6755 • F: (888) 880-9116 • tactsquad.com

July 15, 2025

TS0010
GALLS, LLC
1340 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
Att : Brian Linn

Dear Valued Customer,

We greatly appreciate your business, and as always, our goal is to provide you with the best possible pricing and delivery services.

Please find below a summary of your updated pricing. In April of this year, we initially communicated a price adjustment reflecting only a 5% increase, despite having incurred a 20% increase ourselves due to tariffs. After our discussion, we mutually agreed to postpone the implementation of this increase until further notice; however, no subsequent discussions took place.

At this time, we must inform you that, effective September 1, 2025, we will be applying the previously discussed 5% increase, along with an additional 3% increase as per our agreement. This adjustment will apply to Tact Squad and United products, as well as Galls Private Label products.

Tact Squad – Your current Wholesale Price Tier Level is T-4, with the exception of Tact Squad non-tier items. Refer to our current price list dated 4/28/25

United Uniform – Your current wholesale price is as listed on our new price list dated 4/28/25.

We express our gratitude for your continued support and patronage, as your business is of utmost importance to us.

Sincerely,

TACT SQUAD & UNITED UNIFORM MFG

1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2026, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators
The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

Supplier Costs
Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges
Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing. As a result, this year marks a 4% increase in freight shipping costs from major providers.

Labor and Talent Management
We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity
Our blended cost increase in 2026 is approximately 4%. Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.

Mike Fadden
Chief Executive Officer Galls, LLC

Dear Valued Customer,

We value the partnership we have built and believe in maintaining open lines of communication regarding changes that affect your business. I am writing to inform you of an upcoming adjustment to our wholesale pricing structure, effective February 2, 2026.

As you know, earlier this year we implemented a temporary 3% surcharge across all brands to address the immediate impact of global tariffs and an additional subsequent Nomex surcharge of 3%. At that time, we hoped market conditions would stabilize. However, the manufacturing landscape has continued to evolve. Over the last few quarters, we have absorbed significant cost increases across our supply chain, specifically regarding raw materials (fabrics & findings) and operational costs (labor rates & utility expenses) required to maintain our production standards.

To ensure we can continue delivering quality products and reliability you expect from us, we are updating our pricing. A general price increase of 3% will be applied to all brands to cover the material and operational variances mentioned above. At the same time, we will roll the tariff surcharge into the base unit price on February 2, 2026.

What This Means for You: Since you are already paying the tariff surcharge, the net price change to you is only 3%. Moving forward, you will no longer see a separate surcharge line item on your invoices; the costs will be consolidated into a single, transparent unit price. This allows for cleaner invoicing and a more predictable cost basis for your planning. Our updated price list reflecting these changes will be available early in the first quarter.

We do not take these decisions lightly. We have worked diligently to optimize our internal efficiencies to keep this adjustment to the absolute minimum necessary to maintain the integrity of our products. As mentioned earlier in the year, pricing will be adjusted should tariffs change significantly (up or down) over the coming months.

We are grateful for your continued business and trust. If you have any questions, please contact your Account Manager or Customer Support team.

Sincerely,

Brett Barthel
Sr. Vice President, Sales & Distributor Brands

License Information:

New search Back to results

Entity name: GALLS, LLC

Business name: GALLS, LLC

Entity type: Limited Liability Company

UBI #: 602-598-924

Business ID: 001

Location ID: 0003

Location: Active

Location address:
1306 N HOWARD ST
SPOKANE WA 99201-2412

Mailing address:
140 GRAND ST
STE 300
WHITE PLAINS NY 10601-4840

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Anacortes General Business - Non-Resident				Active	Dec-31-2026	Feb-06-2015
Bellingham General Business	055346			Active		Jan-27-2015
Clyde Hill General Business - Non-Resident				Active	Dec-31-2026	Feb-03-2015
DuPont General Business - Non-Resident	2981			Active	Dec-31-2026	Jan-28-2015
Duvall General Business - Non-Resident				Active	Dec-31-2026	Jan-29-2015
Gig Harbor General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Issaquah General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Lacey General Business - Non-Resident	24514			Active	Dec-31-2026	Jan-07-2015
Longview General Business - Non-Resident	279761			Active	Dec-31-2026	Feb-04-2015
Marysville General Business - Non-Resident	7227RET515			Active	Dec-31-2026	Feb-12-2015
Olympia General Business - Non-Resident	28797			Active	Dec-31-2026	Jan-28-2015
Port Townsend General Business - Non-Resident	010838			Active	Dec-31-2026	Feb-02-2015
Sedro Woolley General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Spokane General Business				Active	Dec-31-2026	Jan-27-2015
Tumwater General Business - Non-Resident	R-013134			Active	Dec-31-2026	Feb-06-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title

Owners and officers	Title
GALLS INTERMEDIATE HOLDINGS, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BLUMENTHAL UNIFORMS	Active	Nov-21-2014
BLUMENTHAL UNIFORMS AND EQUIPMENT	Active	Nov-21-2014
GALLS LLC	Active	Dec-22-2021
GALLS, LLC	Active	Jun-16-2022
POSTAL UNIFORMS DIRECT	Active	Nov-21-2014

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/24/2026 7:29:23 AM

Contact us

How are we doing?
Take our survey!

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

Client#: 1778682 GALLSLLC11

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/26/2026

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

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

PRODUCER	CONTACT NAME: Jamie Melton	
USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	PHONE (A/C, No, Ext): 513 852-6300	FAX (A/C, No): 513 852-6428
	E-MAIL ADDRESS: jamie.melton@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED CB General Holdings, LLC; Galls LLC 1340 Russell Cave Road Lexington, KY 40505	INSURER B : Cincinnati Insurance Company	10677
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			36090816	03/01/2026	03/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73649221	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			56726792	03/01/2026	03/01/2027	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71843940	03/01/2026	03/01/2027	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Excess Liabi			EXS0570374	03/01/2026	03/01/2027	15,000,000	

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

CERTIFICATE HOLDER

City Of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/15/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/9/2026
Clerk's File #	OPR 2026-0566
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	HOLLIS STAAL 509-625-6854
Contact E-Mail	HSTAAL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	SDIXIT ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 2430 W PACIFIC AVENUE

Agenda Wording

Conditional Multifamily Tax Exemption contract with 2430 and 2434 W Pacific Partnership, for the property located at 2430 W Pacivic Ave., to create 8 dwelling units. Following construction the project intends to finalize under the 8yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multi-Family Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the West Pacific Townhomes application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 8 residential units on the property at 2430 W Pacific Ave., within Browne's Addition neighborhood (District 3). The property is zoned RHD-35 and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as an 8-year Multi-Family Tax Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact

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

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

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eking@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2026-0566

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 2430 and 2434 W Pacific Partnership, as "Owner/Taxpayer" whose business address is 503 E 2nd Avenue, Spokane, WA. 99202.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

BROWNES 2ND L32-33 B39, BROWNES 2ND L59 B39, BROWNES 2ND L29-30 B39

Assessor's Parcel Number(s) 25242.1015, 25242.1014, 25242.1012, commonly known as 2430 W Pacific Ave.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 8 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing

of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not

responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2026

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

City Clerk

2430 and 2434 W Pacific Partnership

_____

_____

Owner/Taxpayer

Attest:

_____

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/17/2026		
Clerk's File #	OPR 2024-0970		
Cross Ref #			
Project #			
Submitting Dept	CODE ENFORCEMENT	**Bid #**	
Contact Name/Phone	LUIS GARCIA 625-6850	**Requisition #**	TBD
Contact E-Mail	LGARCIA@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	AMENDMENT TO CLEAN AND SAFE SERVICES		

Agenda Wording

This contract amendment provides additional funding for supplemental cleanup and abatement services within the public right of way in coordination with City Code Enforcement and the Downtown Spokane Partnership. This is an amendment for OPR 2024-0970 for work conducted by subcontractor under this contract.

Summary (Background)

This amendment for an existing contract between the City and Career Path Services/Dignified Workday. Additional funding is becoming available to increase the ongoing work being done by Career Path Services/Dignified Workday

What impacts would the proposal have on historically excluded communities?

This contract provides funding for litter removal and other abatement to be carried out by a subcontractor throughout the City downtown right of ways

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

This work will employ homeless or formerly homeless individuals.

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

Garbage removal, graffiti abatement, and related work will be tracked by location, disposal, abatement and other metrics. The focused work areas are perpetually in need of cleanup and abatement efforts, to mitigate and deter encampments, and to promote general health and safety

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

This contract is directly related to the City's Clean and Safe programs.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	$ 60000.00
Current Year Cost	$ 60000.00
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 60000.00	# tbd
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

This funding will sustain the work though the end of the current contract, which is December 31, 2026

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM	**PURCHASING**	GBYRD
Division Director	GBYRD		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	GBYRD		

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City of Spokane

CONTRACT AMENDMENT

Title: CLEAN AND SAFE PROGRAM

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and CAREER PATH EMPLOYMENT AND TRAINING, whose address is 701 W. 2nd Avenue, Spokane, WA 99201 as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE A CLEAN AND SAFE PROGRAM IN THE SPECIFIED DOWNTOWN AREA; and

WHEREAS, additional funding has been made available and the City desires to expand the services under those funds, thus, the original contract needs to be formally Amended by this written document;

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

1. DOCUMENTS. The original Contract dated November 18 and 19, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Amendment shall become effective July 15, 2026 and run through December 31, 2026.

3. AMENDMENT. The services provided will be prioritized based on the agreed terms, priority items are to assist with harmonizing contract work with City Staff work and assist with budgetary controls.

4. COMPENSATION. The City shall pay a maximum amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS, ($60,000.00), and applicable tax, for everything furnished and done under this Contract Amendment.

CAREER PATH EMPLOYMENT AND TRAINING	CITY OF SPOKANE:
By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____ Email:_____	By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____

ATTEST:	APPROVED AS TO FORM:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Contract Amendment:

Proposal – to be attached when received

26-160

License Information:

New search Back to results

Entity name: CAREER PATH SERVICES - EMPLOYMENT & TRAINING

Business name: CAREER PATH SERVICES - EMPLOYMENT & TRAINING

Entity type: Nonprofit Corporation

UBI #: 601-151-579

Business ID: 001

Location ID: 0001

Location: Active

Location address: 701 W 2ND AVE
SPOKANE WA 99201-4412

Mailing address: 701 W 2ND AVE
SPOKANE WA 99201-4412

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Minor Work Permit				Active	May-31-2027	Mar-25-2025
Spokane Nonprofit Business				Active	May-31-2027	Dec-05-2014
Spokane Valley Nonprofit Business				Active	May-31-2027	Apr-17-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DWONCH, ANDY	COO
EAKINS, CAMI	President

Registered Trade Names

Registered trade names	Status	First issued
DIGNIFIED WORKDAY	Active	Apr-07-2025

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/17/2026 8:09:22 AM

Contact us

How are we doing?
Take our survey!

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

CAREPAT-01 SELDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2025

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	PHONE (A/C, No, Ext): (509) 747-3121	FAX (A/C, No): (509) 623-1073
	E-MAIL ADDRESS: nowspkinfo@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Great American Fidelity Insurance Company	41858
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Career Path Services
816 W Francis Ave #1028
Spokane, WA 99205-6512

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER: General Aggregate	X	X	PHPK2552076-014	6/30/2025	6/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2552076-014	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB863057014	6/30/2025	6/30/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PHPK2552076-014	6/30/2025	6/30/2026	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	General Liability			PHPK2552076-014	6/30/2025	6/30/2026	Per Occ.	1,000,000
B	Cyber/Privacy/Networ			CYP 3643149-08	6/30/2025	6/30/2026		

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

Directors & Officers
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $2,000,000
$5,000 Deductible

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City Of Spokane
808 Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CAREPAT-01 SELDER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Hub International Northwest LLC		Career Path Services 816 W Francis Ave #1028 Spokane, WA 99205-6512
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Employment Practices Liability
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $2,000,000
$35,000 Deductible

Crime Coverage:
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $200,000
$5,000 Deductible

Computer Fraud $200,000
$5,000 Deductible

City of Spokane, their officers, employees and agents are additional insured per written contract or agreement.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	OPR 2024-0526		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	VALUE BLANKET
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	POMP'S TIRE 3 YEAR VALUE BLANKET RENEWAL		

Agenda Wording

Fleet Services would like to renew our Value Blanket with Pomp's Tire for the purchase of tires and tire related products for 3 years.

Summary (Background)

The City's Value Blanket with Pomp's Tire (OPR 2024-0526) originally provided for an initial term of 2 years with 3 one-year renewals. Fleet Services would like to opt to renew for a three-year period rather than 3 one-year periods. The original provision was intended to allow flexibility to change tire suppliers if service levels or pricing failed to meet standards. Pomp's has proven to be an exceptional partner and warrants a longer renewal. VB spend is $2,400,000 for the total three-year renewal period.

What impacts would the proposal have on historically excluded communities?

None identified

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

Data will not be collected.

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

Fleet collects pricing and service data to determine competitive service and pricing.

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

Aligns with City Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,400,000
Current Year Cost	$ 800,000
Subsequent Year(s) Cost	$ 1,600,000

Narrative

VB uses Washington DES Contract following all City Competitive Purchasing requirements.

Amount		Budget Account
Expense	$ 2,400,000	# 5100-71700-48348-53211-55680
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	
RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
fleetservicesaccounting@spokanecity.org	

Docusign Envelope ID: 833C631A-499D-49E9-A2E8-9B5845DA08D9

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Consent

Council Meeting Date: 07/08/2024

Date Rec'd	6/24/2024
Clerk's File #	OPR 2024-0526
Cross Ref #	
Project #	
Bid #	
Requisition #	VB

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Council Sponsor(s)	MCATHCART ZZAPPONE BWILKERSON
Agenda Item Name	5100 - VALUE BLANKET PURCHASE WITH POMP'S TIRE

Agenda Wording

Fleet Services would like to contract with Pomp's Tire for the purchase of tires and tire related products utilizing the Washington State DES Contract. This will be a 2-year VB with the option of (3) 1-year extensions for an annual expend $800

Summary (Background)

Pomp's has been the City's tire supplier for approximately two years and have proven themselves to be reliable and provide exceptional value. New value blanket is to coincide with Washington DES' current contract term.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 800,000.00
Current Year Cost	$ 800,000.00
Subsequent Year(s) Cost	$ 800,000.00

Narrative

This contract utilizes the Washington DSC contract which meets City competitive purchasing requirements.

Amount		Budget Account
Expense	$ 800,000.00	# 5100-71700-48348-53211-55680
Select	$	# Approved by Spokane City Council on: 7/8/2024
Select	$	#
Select	$	#
	$	# _____
	$	# City Clerk

Docusign Envelope ID: 833C631A-499D-49E9-A2E8-9B5845DA08D9

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		Additional Approvals	
Dept Head	RUSSELL, ADAM T.		
Division Director	BOSTON, MATTHEW		
Accounting Manager	ORLOB, KIMBERLY		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
jason.jeffries@pompstire.com	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
tbrazington@spokanecity.org	

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COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

Council Briefing Paper
Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	509-625-7706
Council Sponsor(s)	Cathcart, Zappone, Wilkerson
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	5100 – Purchase Contract with Pomp's Tire
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to contract with Pomp's Tire for the purchase of tires and tire related products utilizing the Washington State DES Contract. This will be a two year contract with the option of three one year extensions for an annual expenditure not to exceed $800,000. Pomp's has been the City's tire supplier for approximately two years and have proven themselves to be reliable and provide exceptional value. New contract is to coincide with Washington DES' current contract term.

Fiscal Impact

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

Total Cost: $800,000

Current year cost: $800,000

Subsequent year(s) cost: $800,000

Narrative: This contract utilizes the Washington DSC contract which meets City competitive purchasing requirements.

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

Specify funding source: Program revenue

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

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? None Identified

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.

Docusign Envelope ID: 833C631A-499D-49E9-A2E8-9B5845DA08D9

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Tire purchase and labor costs are collected to compare with other vendor options.

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

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Subcommittee for this topic does not exist.

DocuSign

Certificate Of Completion

Envelope Id: 833C631A499D49E9A2E89B5845DA08D9
Subject: OPR 2024-0526 POMP'S TIRE
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Initials: 0

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Envelope Originator:
Daniel Rose
808 W. Spokane Falls Blvd.
Spokane, WA 99201
drose@spokanecity.org
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/9/2024 3:11:50 PM
Signing Complete	Security Checked	7/9/2024 3:11:56 PM
Completed	Security Checked	7/9/2024 3:11:56 PM

Payment Events	Status	Timestamps

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	OPR 2026-0564		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	SOURCEWELL
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 463507
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PURCHASE OF EQUIPMENT TRAILER FOR THE WATER DEPARTMENT		

Agenda Wording

Fleet Services would like to purchase a Trail King TKT30 Tilt Deck Equipment Trailer for the Water Department.

Summary (Background)

Water would like to replace an equipment trailer that was decommissioned due to excessive repair cost. Trailer will be purchased from Pape Equipment using a Sourcewell Contract. Total cost including sales tax and FET is $53,209.10.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet collects lifecycle cost data for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 53,209.10
Current Year Cost	$ 53,209.10
Subsequent Year(s) Cost	$ 0

Narrative

Unit will be purchased using a Sourcewell Contract following all City competitive purchasing requirements.

Amount		Budget Account
Expense	$ 53,209.10	# 4100-42490-94340-56401-11084
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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fleetservicesaccounting@spokanecity.org	kyoung@spokanecity.org

PAPÉ MACHINERY

JOHN DEERE

Prepared For

CITY OF SPOKANE FLEET

915 N NELSON ST

SPOKANE, WA 992023769

(509) 625-6403

TPRINCE@SPOKANECITY.ORG

Prepared By

Peter Van Voorhis

Pape Machinery, Inc.

6210 W Rowand Road

SPOKANE, WA 99224

509-939-4697

pvanvoorhis@papemachinery.com

Quote Id 2106716

Creation Date 18-May-2026

Expiration Date 25-May-2026

PAPÉ MACHINERY

JOHN DEERE

Prepared For

CITY OF SPOKANE FLEET

915 N NELSON ST

SPOKANE, WA 992023769

(509) 625-6403

TPRINCE@SPOKANECITY.ORG

Prepared By

Peter Van Voorhis

Pape Machinery, Inc.

6210 W Rowand Road

SPOKANE, WA 99224

509-939-4697

pvanvoorhis@papemachinery.com

Quote Id 2106716

Creation Date 18-May-2026

Expiration Date 25-May-2026

Customer Notes

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Summary

Equipment Summary	**QTY In Group**	
Trail King TKT30LP Trailers	**1**	
Equipment Total		**$47,500.00**

Quote Summary	
Total Selling Price	$47,500.00
Sales	$9.10
FET	$5,700.00
Sub-total	**$53,209.10**
Balance Due	**$53,209.10**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 2106716

Customer CITY OF SPOKANE FLEET

Trail King TKT30LP Trailers

QTY In Group : 1

Equipment Notes

Hours - - -

Serial Number

Stock Number - - -

PUK Parent Serial # - - -

Equipment Summary

Code	Description	Qty
1	Trail King TKT30LP Trailers	1
Total Base / Options		

Other Charges

Description
Freight
PDI
Total Adjustments
Selling Price Subtotal
Total Selling Price

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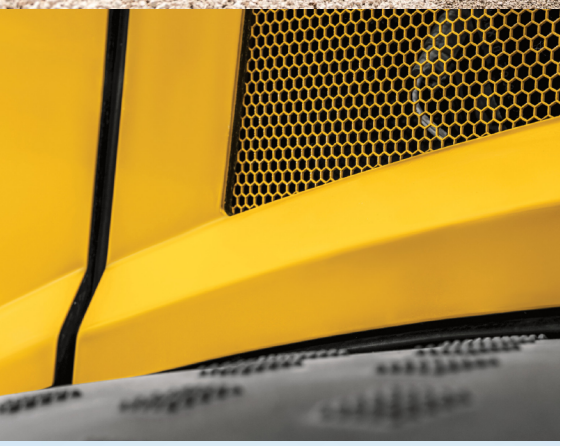

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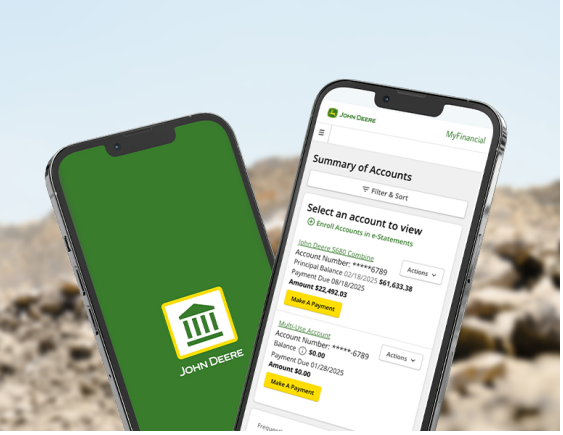

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CR2211773 Litho in U.S.A. (26-03)

JohnDeereFinancial.com

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: PAPE' MACHINERY, INC.

Business name: PAPE MACHINERY INC

Entity type: Profit Corporation

UBI #: 602-189-602

Business ID: 001

Location ID: 0016

Location: Active

Location address: 6210 W ROWAND RD
SPOKANE WA 99224-5321

Mailing address: PO BOX 407
EUGENE OR 97440-0407

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Colville General Business - Non-Resident	026960.0			Active	Mar-31-2027	Jun-19-2018
Minor Work Permit				Active	Mar-31-2027	May-10-2023
Miscellaneous Vehicle Dealer Subagency	06989		View Plates	Active	Mar-31-2027	Sep-06-2017
Pacific General Business - Non-Resident	103475			Active	Mar-31-2027	Oct-27-2021
Spokane General Business - Non-Resident				Active	Mar-31-2027	Jun-27-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
JORGENSEN, LANCE	

Owners and officers	Title
PAPE, RANDALL	
PAPE, RYAN	
SMYTHE, SETH	
SPEARS, RODGER T	

Registered Trade Names

Registered trade names	Status	First issued
PAPE MACHINERY INC	Active	Jun-27-2017
PAPE' MACHINERY	Active	Apr-15-2002
PAPE'RENTS	Active	Mar-31-2005

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/16/2026 4:50:01 PM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	OPR 2026-0565		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	WA STATE
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20994
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PURCHASE OF INTERNATIONAL HV607 DUMP TRUCK FOR STREET		

Agenda Wording

Fleet Services would like to purchase the second of 2 International HV607 6 Wheel Dump Trucks for the Street Department.

Summary (Background)

Streets would like to replace an older 6 Wheel Dump truck that has exceeded its economic lifecycle. Truck to be purchased from RWC Group LTD for $288,165 including sales tax. Purchase will be made using Washington State Contract 03920 or similar cooperative contract.

What impacts would the proposal have on historically excluded communities?

N/A - internally facing operations; no impacts identified.

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

N/A - internally facing operations; data will not be collected.

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

Lifecycle cost data is collected by Fleet Services for future analysis.

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

Aligns with CIP and City Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 288,165
Current Year Cost	$ 288,165
Subsequent Year(s) Cost	$ 0

Narrative

Unit will be purchased using a cooperative contract following all City competitive purchasing requirements.

Amount		Budget Account
Expense	$ 288,165	# 5110-71700-94440-56404-55007
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
fleetservicesaccounting@spokanecity.org	

RWC Group LTD
Robert Murray
Manager, Government & Municipal Sales
2312 Milwaukee Way
Tacoma, WA 98421

PROPOSAL OF THE BELOW
DESCRIBED TRUCK FOR:

City of Spokane

Make/Model	**HV**	Year	**2026**	Truck VIN	**0**
Rear Axle	**23k**	Front Axle	**18k**	Suspension	**0**
Trans Model	**3000 RDS**	Engine	**L9 370hp**		

Important Notes:

Please review for desired options and Operational requirements
Proposal based on WA State Contract 03920 TOPS proposal 11900.
-

Finance charges will be assessed for late payments

Sales Price:	**$ 263,646.00**	Per Unit - Federal Excise Tax not Included (Need Exemption #)
Subtotal:	**$ 263,646.00**	
Net Trade:	**$ -**	
Sales Tax:	**$ 24,519.08**	
Total Price:	**$ 288,165.08**	

Accepted for the Seller by:

Robert Murray

Accepted for the Buyer by:

THE FAB SHOP
10315 16th Street East
Edgewood, WA 98372
Phone: 253-568-9124
Fax: 253-568-9173

Quote To: RWC INTERNATIONAL LTD
2312 MILWAUKEE WAY
TACOMA, WA 98421
United States

Quotation

Quote Number:	45602	**Contact:**	ROBERT MURRAY
Quote Date:	06/23/25 **Expires:** 02/03/26	**Terms:**	NET 30 DAYS, 1.5% MONTHLY
Customer:	RWC INTERNATIONAL LTD	**Phone:**	(253) 272-8401
Quoted by:	KENR	**Fax:**	(253) 383-4281
Ship Via:	BESTWAY		

PLOW TRUCK SPOKANE

Item	Part Number / Description	Quantity	Price
1	44448 PLOW TRUCK, SINGLE AXLE DUMP TRUCK / PLOW TRUCK PAINT: DUMP BODY SILVER, HITCH BLACK --BODY ___12' HENDERSON MARK E DUMP BODY, TAPERED SIDES, WITH HIGHLIFT TAILGATE ___8" CAB GAP ___16" FROM REAR OF BODY TO CENTER OF HINGE ___VIBRATOR ___ELECTRIC TARP ___1 SHOVEL HOLDER PER SIDE MOUNTED TO FRONT OF DUMP BODY --TOOLBOX ___48" X 18" X 18" ALUMINUM TOOLBOX MOUNTED TO DRIVER SIDE --HYD PACKAGE ___MOUNT FORCE HYD PACK TO PASSENGER SIDE OF FRAME ___PLOW HYD FITTINGS MOUNTED TO FRONT PLATE ON PLOW HITCH ___HYD LINES FOR SANDER/LAS UNIT MOUNTED TO PASSENGER SIDE REAR CORNER POST OF DUMP BOX --PLOW MOUNT ___FLAT PLATE MOUNT TRUCK SIDE --LIGHTING ___ECCO LED PLOW LIGHTS MOUNTED TO HOOD OF TRUCK	1	

Item	Part Number / Description	Quantity	Price
	___CENTER MOUNTED 15" HILIGHTER ON CAB SHIELD		
	___OVAL AMBER STROBES INSTALLED REAR OF DUMP BODY		
	--TOWING		
	___3 PIECE DUMP TRUCK REAR HITCH		
	___7 ROUND TOW PLUG		
	___7 RV TOW PLUG		
	___PINTLE MOUNTED AT 24"		
	--MISC		
	___WHITE NOISE BACKUP ALARM INSTALLED		
	___BRAKE CONTROLLER MOUNTED IN CAB		

Total:

Tax as Applicable

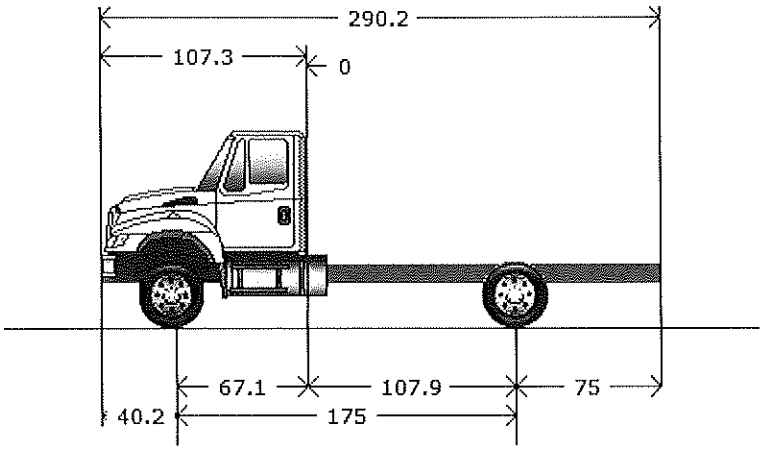
Printed Name | Signature | Purchase Order Number | Date

Signed authorization & PO are required to process order.

Prepared For:
RWC STOCK
Robert Murray
2312 Milwaukee Way
Tacoma, WA 98421-2710
(206)718 - 2133
Reference ID: N/A

Presented By:
RWC INTERNATIONAL, LLC
Robert Murray
2312 MILWAUKEE WAY
TACOMA WA 984212710
253-272-8401

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 35000. Calc. GVWR: 41000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 35.60% / 4.05% @ 55 MPH Calc. Geared Speed: 73.5 MPH
DIMENSION:	Wheelbase: 175.00, CA: 107.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 175.00 Wheelbase, 107.90 CA, and 75.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION 4x2
	Notes : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4ERC	BRAKE CHAMBERS, POSITION Relocated To Rear Of Rear Axle For Maximum Ground Clearance
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

Code	Description
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGB	DRIVELINE SYSTEM {Dana Spicer} SPL140, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WDM	EXHAUST HEIGHT 10'
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8875	BATTERY TERMINALS Sealed
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSH	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (4) 12-Volt 2640CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

Code	Description
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD 12V, Remote Mounted
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	Notes : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

Code	Description
12EYY	ENGINE, DIESEL {Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqln, with 1167 Sqln Charge Air Cooler, Includes In-Tank Oil Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBG	AIR CLEANER Dual Element, with Integral Pre-Cleaner
12VKL	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAN	PTO LOCATION Customer Does Not Intend to Install PTO
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab

Code	Description
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16KBZ	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Cloth, Isolated, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Seat Back Adjust, Bellows
16KDC	SEAT, PASSENGER {National 2000 195} Air-Suspension, High Back with Integral Headrest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SNU	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

Code	Description
27DHK	WHEELS, FRONT DISC; 22.5x12.25 Rims, Non-Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7372135444	(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792655441	(2) TIRE, FRONT 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: RWC INTERNATIONAL, LLC

Business name: RWC GROUP

Entity type: Limited Liability Company

UBI #: 603-436-098

Business ID: 001

Location ID: 0004

Location: Active

Location address:
824 N THIERMAN RD
SPOKANE VALLEY WA 99212-1124

Mailing address:
600 N 75TH AVE
PHOENIX AZ 85043-2112

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Motor Vehicle Dealer Subagency	00661		View Plates	Active	Jan-31-2027	Mar-13-2015
Spokane General Business - Non-Resident				Active	Jan-31-2027	Mar-30-2021
Spokane Valley General Business				Active	Jan-31-2027	Mar-19-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CUNNINGHAM, ROBERT	Manager
CUNNINGHAM, SHELLEY	Manager
HEFNER, RUDGER L	Manager

Registered Trade Names

Registered trade names	Status	First issued
RWC GROUP	Active	Feb-04-2015

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The Business Lookup information is updated nightly. Search date and time: 6/16/2026 7:52:16 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	OPR 2021-0722		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT (SUMMIT LAW RE: MICHAEL		

Agenda Wording

Contract amendment with Summit Law Group, Seattle, WA re Bacon, et. al., v. City of Spokane, et. al. This amendment will increase the contract by $200,000 for a contract total of $885,000.00.

Summary (Background)

The Michael Bacon, et al. v. City of Spokane, et al. action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington's COVID-19 vaccination mandate.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 200,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 200,000.00	# From Claims/Risk
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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Zach.Ray@us.davies-group.com	rhulvey@spokanecity.org
sdhansen@spokanecity.org	ddaniels@spokanecity.org

City Clerk's No. OPR 2021-0722

City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP, PLLC**, whose address is 315 5th Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a “party”, and together referenced as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

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

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

1. CONTRACT DOCUMENTS.
The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on February 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **EIGHT HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS ($885,000.00)**.

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

SUMMIT LAW GROUP, PLLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

26-158

License Information:

New search Back to results

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, P.L.L.C.

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2027	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2027	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2027	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2027	Apr-10-2019

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Issaquah General Business - Non-Resident				Active	Feb-28-2027	Jun-28-2018

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2027	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2027	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2027	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2027	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2027	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2027	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2027	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2027	Nov-07-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ANGER, KRISTIN D	
DANELO, ADA	
DIXON, HEATH	
STODDARD, KRISTIN	
YOUNKER, RODNEY B	

View Additional Locations

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SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford	20478
INSURER B : Continental Casualty Company	20443
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		4031454583	5/1/2026	5/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			4031454583	5/1/2026	5/1/2027	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			4031455250	5/1/2026	5/1/2027	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		4031454583	5/1/2026	5/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyd's of London	15792
INSURER B : Starstone Specialty Insurance Company	44776
INSURER C : QBE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	[X] CLAIMS-MADE [ ] OCCUR			SUAGP1657-2601	5/1/2026	5/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[X] Lawyers Prof Liab						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[X] OTHER: $25,000 Deductible Each Claim							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Prof Liab			LPL00442510P-01	5/1/2026	5/1/2027	Each Claim/Aggregate	5,000,000
C	Excess Prof Liab			100007229	5/1/2026	5/1/2027	Each Claim/Aggregate	5,000,000

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

Primary Professional Liability: Starstone Specialty Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate - $50,000 Deductible per claim
Excess Professional Liability: Indian Harbor Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
Excess Professional Liability: QBE Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate

(Total Professional Liability Limit is: $15,000,000 Per Occurrence/$15,000,000 Aggregate - $50,000 Deductible per claim)

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/3/2026		
Clerk's File #	OPR 2025-0701		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	PW ITB #6408-25
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	CR28702
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES CITY HALL - BUILDING BACKUP GENERATOR REPLACEMENT		

Agenda Wording

The City of Spokane's existing City Hall back up generator has reached its end of useful service life and is under contract to be replaced by Triumph Electric, LLC. located at 8902 S. Stevens Creek Road, Spokane, Washington.

Summary (Background)

The contract was for $140,669.00 plus 10% administrative reserve. It has been determined that a back up generator will need to be brought in during the removal of the old generator and installation of the new generator and that the work will need to be done after hours. This requires an additional cost of $16,562.50 which is over the 10% adminstrative reserve.

What impacts would the proposal have on historically excluded communities?

As a critical City service, City Hall provides services to all areas of the City.

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

No data will be collected.

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

No data will be collected.

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

As a critical City Service, City Hall provides services to all areas of the City.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 18,069.69
Current Year Cost	$ 18,069.69
Subsequent Year(s) Cost	$

Narrative

The administrative reserve has not been encumbered and is considered fully exhausted. The full amount of this contract amendment will be encumbered at this time.

Amount		Budget Account
Expense	$ 18,069.69	# 5904-71300-94180-56401-59015
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	PURCHASING	NECHANICKY, JASON
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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City Clerk's No. OPR 2025-0701

CITY OF SPOKANE

AMENDMENT

Title: GENERATOR PURCHASE AND INSTALLATION

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TRIUMPH ELECTRIC, LLC**, whose address is 8902 South Stevens Creek Road, Spokane, Washington 99223 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Generator Purchase and Installation with Removal and Disposal of Existing Generator; and

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

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

1. CONTRACT DOCUMENTS.
The Contract, dated October 24 and 26, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM OF AGREEMENT.
The term of this Agreement begins on October 15, 2025, and ends on September 30, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **SIXTEEN THOUSAND FIVE HUNDRED SIXTY-TWO AND 50/100 DOLLARS ($16,562.50**), and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

TRIUMPH ELECTRIC, LLC

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-144a

COST BREAKDOWN

From	**Triumph Electric LLC**			**DATE**	5/13/2026
To:	**City Of Spokane**				
WHAT:	Temp Generator Set Up				
QUAN	**MATERIAL DESCRIPTION**	**M/H**	**LAB.**	**COST EA.**	**MATERIAL**
1	4" Chase Nip		0.00	$34.87	$ 34.87
1	4" Lock Ring		0.00	$5.92	$ 5.92
1	4" Plastic Bushing		0.00	$2.42	$ 2.42
1	4" KO Seal		0.00	$13.44	$ 13.44
10	Deep Strut		0.00	$2.47	$ 24.71
10	1" EMT Strap		0.00	$0.36	$ 3.60
100	1/4x1-1/4 Fender Washer		0.00	$0.12	$ 11.73
100	1/4 Tapcons		0.00	$0.48	$ 47.55
2	3/4 Strain Relief conn		0.00	$16.09	$ 32.17
200	10/2 SO Cord		0.00	$2.36	$ 471.22
1	Roll 6Mil Visqueen		0.00	$127.00	$ 127.00
1	2x4x8		0.00	$3.98	$ 3.98
5	500kcmil Polaris Lug		0.00	$84.19	$ 420.95
1	300KW Generator Rental 9 days		0.00	$3,050.00	$ 3,050.00
1	4/0 Portable Generator Cable 9 day Rental		0.00	$2,052.61	$ 2,052.61
1	Temp Fence 9 days 10 panels		0.00	$900.00	$ 900.00
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
1	Labor Temp Generator	70.000	70.00	$0.00	$ -
			0.00	$0.00	$ -
1	Labor After Hours Install ATS	10.000	10.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
			0.00	$0.00	$ -
	Sub Total- Materials			$0.00	$ 7,202.17
	Materials- Mark up 15%			$0.00	$ 1,080.33
	Subtotal - Labor		80.00	$90.00	$ 7,200.00
	Labor - Mark up 15%				**$ 1,080.00**
	Sub Contractor			$0.00	$ -
	Mark up 10%			$0.00	$ -
				$0.00	
					$ -
					$ -
			0.00	$0.00	$ -
				SUBTOTAL	$ 16,562.50
					$ -
				Bond	

COST BREAKDOWN

	Total Estimate				$ 16,562.50
	Submitted by Triumph Electric LLC				

License Information:

New search Back to results

Entity name: TRIUMPH ELECTRIC, LLC

Business name: TRIUMPH ELECTRIC LLC

Entity type: Limited Liability Company

UBI #: 604-430-435

Business ID: 001

Location ID: 0001

Location: Active

Location address: 8902 S. STEVENS CR.RD.
SPOKANE WA 99223

Mailing address: 8902 S. STEVENS CR.RD.
SPOKANE WA 99223

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Cheney General Business - Non-Resident				Active	May-31-2027	Mar-16-2022
Spokane General Business - Non-Resident				Active	May-31-2027	Jul-15-2019
Wenatchee General Business - Non-Resident				Active	Apr-30-2027	Apr-27-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LUHR, CHAD	
YADEN, KEITH	

Registered Trade Names

Registered trade names	Status	First issued
TRIUMPH ELECTRIC LLC	Active	Jul-05-2019

The Business Lookup information is updated nightly. Search date and time: 5/11/2026 1:12:26 PM

Contact us

How are we doing?
Take our survey!

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

TRIUELE-03 BGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2025

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

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

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Devin Bland PHONE (A/C, No, Ext): (509) 545-3800 FAX (A/C, No): (509) 547-7960 E-MAIL ADDRESS: Devin.bland@hubinternational.com
INSURED Triumph Electric, LLC 8902 S Stevens Creek Rd Spokane, WA 99223	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Indemnity Company — 23280 INSURER B : Certain Underwriters at Lloyds INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	EPP0543152	7/1/2025	7/1/2028	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA STOP GAP	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	EBA0543152	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP0543152	7/1/2025	7/1/2028	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional/Poll			PF02098A24	7/8/2025	7/8/2026	Ded: $10,000	1,000,000

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

RE: PW ITB 6408-25 Generator Purchase and Installation

Additional Insured if required in written contract to City of Spokane as respects liability. Waiver of subrogation applies. Policy forms attached.

CERTIFICATE HOLDER

City of Spokane
808 West Spokane Falls Blvd
Spokane, WA 99201-3343

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

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

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	3
2. Unintentional Failure To Disclose Hazards	9
3. Damage To Premises Rented To You	9
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	11
8. Automatic Additional Insured - Specified Relationships: • Managers Or Lessors Of Premises; • Lessor Of Leased Equipment; • Vendors; • State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and • Mortgagee, Assignee Or Receiver	11
9. Property Damage To Borrowed Equipment	14
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	15
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12. Nonowned Aircraft	15
13. Bodily Injury Redefined	15
14. Expected Or Intended Injury Redefined	15
15. Former Employees As Insureds	15
16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage	16
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	17
18. Alienated Premises	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500

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b. Loss Of Earnings: $ 500

5. Medical Payments

Medical Expense Limit: $ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage **a.**) **And Care, Custody Or Control Liability Coverage** (Coverage **b.**)

Limits Of Insurance
Coverage **a.**
$1,000 Each Occurrence
$5,000 Aggregate
Coverage **b.** $5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Coverage **a.** $250
Coverage **b.** $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
b. Care, Custody Or Control			**$**
TOTAL ANNUAL PREMIUM			**$**

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C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

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

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

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(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage**, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your part-

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ners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage**, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

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(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers re-

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ceived in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

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any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

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2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, **2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

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2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance**, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance**, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after

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you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

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vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c) (i) 4)** or **6)** of this endorsement**;** or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

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or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

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

(1) Required by the written contract, written agreement, written permit or written authorization described

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in Paragraph **8.a.(1)** of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

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(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

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

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

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16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs **(3), (4), (5)** and **(6)**, **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

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age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage,** in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to **(3)** below, the **Voluntary Property Damage Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage,** Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage.** This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit,** applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph **(2)** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

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

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

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

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

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

(3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph **1.d.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

c. "Bodily injury" or "property damage" which:

(1) Occurs during the "coverage term"; and

(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

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

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

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a

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condition from which "bodily injury" or "property damage" is substantially certain to occur.

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

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

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

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

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

c. Liquor Liability

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

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

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

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured sustained in the "workplace";

(2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

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

This exclusion applies:

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

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollutant

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph **(a)** does not apply to:

1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

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a) The injury is caused by the inadequate ventilation of vapors;

b) The person injured is first exposed to such vapors during the policy period; and

c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **c)** does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception **1)** shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph **1)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

1) Any insured; or

2) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph **(d)** does not apply to:

1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

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cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, Paragraphs **(2)(a)** and **(b)** do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 51 feet long; and

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(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

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l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

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

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

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

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

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

t. Distribution of Material in Violation of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **q.** do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

b. This insurance applies to "personal and advertising injury" only if:

(1) The "personal and advertising injury" is caused by an offense arising out of your business; and

(2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and

(3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph **1.d.** below, that the offense had been committed or had begun to be committed, in whole or in part.

c. "Personal and advertising injury" caused by an offense which:

(1) Was committed during the "coverage term"; and

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(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means, other than as described in **(3)** above, that the offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

(1) The inception of this Coverage Part; or

(2) The "coverage term" in which insurance coverage is sought.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

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

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

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality or Performance of Goods - Failure to Conform to Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

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ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17. a., b.** and **c.** of "personal and advertising injury" under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

l. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Employment Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

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

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

o. Pollutant-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

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was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

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a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

5. All costs taxed against the insured in the "suit".

6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by

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you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. **a.** The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

(2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This General Aggregate Limit will not apply if either the Location General Aggre-

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gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS,**

which can be attributed to operations at only a single location owned by, or rented or leased to you.

c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

which can be attributed only to ongoing operations and only at a single construction project.

d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a., 2.b.,** or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2. or 3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or

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a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";

(b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

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premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft**.

(2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.

(3) Any other insurance:

(a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and

(b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

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

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

6. Premium Audit

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

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

(1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

(2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

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

7. Representations

By accepting this Coverage Part, you agree:

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

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

c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

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

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

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

9. Transfer of Rights of Recovery Against Others to Us

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

10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. When We Do Not Renew

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

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

SECTION V - DEFINITIONS

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

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

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are "authorized representatives".

(2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

(3) A limited liability company, your members and your managers are "authorized representatives".

(4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees":

(1) Assigned to manage your insurance program; or

(2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";

are also "authorized representatives".

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

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12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which we agree.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

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road property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph **(4)**, above;

(6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or

(7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph **(6)**, above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to

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permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed; or

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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NUCLEAR ENERGY LIABILITY EXCLUSION
(Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

A. Any "nuclear reactor";

B. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: $ 5 ,000,000 Each Occurrence Limit $ 5 ,000,000 Aggregate Limit	

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and **US 101 UM**, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

a. The Limits of Insurance stated in the Schedule of this endorsement; or

b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or

c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and

b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:

(1) “Underlying insurance” listed in the Schedule of Underlying Insurance;

(2) Any other insurance available to the “non-contributory additional insured” as an additional insured; and

(3) Any other insurance available to the “non-contributory additional insured” on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

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fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. SECTION V - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph **3.** of the Coverage Part to which this endorsement is attached; and

b. Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written contract between an additional insured and a Named Insured provided:

(1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

(2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

Paragraph **13. Transfer of Rights of Recovery Against Others to Us** of **Section IV - Conditions** is revised by the addition of the following:

We shall be entitled to a recovery only after the insured has been fully compensated for damages.

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

May 11, 2026

WA UBI No.	604 430 435
L&I Account ID	689,430-00
Legal Business Name	TRIUMPH ELECTRIC LLC
Doing Business As	TRIUMPH ELECTRIC LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2026 "31 to 50 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	TRIUMEL819MA
License Expiration	07/01/2027

What does "Estimated Workers Reported" mean?

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

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	OPR 2022-0617		
Cross Ref #			
Project #			
Submitting Dept	STREET	**Bid #**	ITB 5693-22
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VALUE BLANKET
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET AMENDMENT FOR TRAFFIC CONTROL CABINETS		

Agenda Wording

The Street Department is seeking approval to amend the cost of Value Blanket VB-301399 with Western Systems Inc. to add $205,000 for the current contract period (10/4/2025-10/3/2026) to purchase signal equipment for the Pacific Greenway Project.

Summary (Background)

The Pacific Greenway Project has a current need of additional signal cabinets requiring an addition of $205,000 to the current Value Blanket in place.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 205,000
Current Year Cost	**$** 205,000
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 205,000	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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

Docusign Envelope ID: 75D16EEF-4E8C-48B6-87D8-FF3FBBFD2AB4

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025
Clerk's File #	OPR 2022-0617
Cross Ref #	2022-0617
Project #	

Submitting Dept	STREETS	**Bid #**	ITB 5693-22
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VB
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET RENEWAL FOR TRAFFIC CONTROL CABINETS		

Agenda Wording

The Street Department is seeking approval for the renewal of Value Blanket VB-301399 with Western Systems Inc. (Everett, WA) for the purchase of traffic signal control cabinets at a cost not to exceed $228,098.20. This renewal period will begin October 4th, 2025 and run through October 3rd, 2026. This is the third extension of four 1-year contract extensions outlined in the awarded bid.

Summary (Background)

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

Approved by Spokane City Council
on: 10/6/2025

City Clerk

Docusign Envelope ID: 75D16EEF-4E8C-48B6-87D8-FF3FBBFD2AB4

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Docusign Envelope ID: 75D16EEF-4E8C-48B6-87D8-FF3FBBFD2AB4

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** $228,098.20
Current Year Cost	**$** $228,098.20
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** $228,098.20	**#** Various
Select	**$**	**#**
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	MCDANIEL, ADAM	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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

DEPARTMENT REQUISITION

DATE: _____ **REQ# / DO#:** RV301400-014

DIVISION: Design **RECEIVER DATE:** _____

CONTACT: Gerald Okihara **RECEIVER:** _____

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			Browne St & Pacific Ave		
1	1	EA	Type 3 Signal Standard, 25 ft SMA, 20 ft LMA, 30 ft MH,	$8,065	
			FBC (T-10 Browne/Pacific "A")		
2	1	EA	Type 1 Signal Standard, FBC (T-10 Browne/Pacific "B")	$933.00	
3	1	EA	Type 4 Signal Standard, 20 ft LMA, 30 ft MH, FBC	$3,968.00	
			(T-10 Brown/Pacific "C")		
4	1	EA	Type 3 Signal Standard, 25 ft SMA, 20 ft LMA, 30 ft MH,	$8,065	
			FBC, (T-10 Browne/Pacific "D")		
			Browne (1 of 5) Sub Total	$21,031.00	3200 95164 95300 56501 86122

SUPPLIER: Valmont Industries (Vendor) PHONE: (206) 944-1820

PNW Lighting (Contact) CONTACT: Holly Goodwin

SPECIAL INSTRUCTIONS: 2 piece full bolt cover for standard. Call with 48 hour notice of delivery to (509) 232-8801. Ship anchor bolts ahead of standards ASAP to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202. Ship Signal Standards to 901 N Nelson St; Spokane WA 99202.

Payment terms Net 30

DEPARTMENT REQUISITION

DATE: | **REQ# / DO#:** RV301400-014

DIVISION: Design | **RECEIVER DATE:**

CONTACT: Gerald Okihara | **RECEIVER:**

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			Browne St & Pacific Ave		
5	1	EA	Type 1 Signal Standard, FBC (T-10 Browne/Pacific "E")	$933	
			(Sheet T-9 Cowley/Third "A")		
6	1	EA	Type 1 Signal Standard, FBC (T-10 Browne/Pacific "F")	$933	
7	1	EA	Type 3 Signal Standard, 35 ft SMA, 20 ft LMA, 30 ft MH,	$11,997	
			FBC (T-10 Browne/Pacific "G")		
8	1	EA	Type 3 Signal Standard, 35 ft SMA, 20 ft LMA, 30 ft MH,	$11,997	
			FBC (T-10 Browne/Pacific "G")		
9	1	EA	Type 1 Signal Standard, FBC (T-10 Browne/Pacific "H")	$933	
			Browne (2 of 5) Sub Total	$26,793.00	3200 95164 95300 56501 86122

SUPPLIER: Valmont Industries (Vendor) | PHONE: (206) 944-1820

PNW Lighting (Contact) | CONTACT: Holly Goodwin

SPECIAL INSTRUCTIONS: 2 piece full bolt cover for standard. Call with 48 hour notice of delivery to (509) 232-8801. Ship anchor bolts ahead of standards ASAP to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202. Ship Signal Standards to 901 N Nelson St; Spokane WA 99202.

Payment terms Net 30

DEPARTMENT REQUISITION

DATE:

DIVISION: Design

CONTACT: Gerald Okihara

REQ# / DO#: RV301400-014

RECEIVER DATE:

RECEIVER:

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			Division St & Pacific Ave		
10	1	EA	Type 3 Signal Standard, 25 ft SMA, 20 ft LMA, 30 ft MH,	$8,065	
			FBC (T-12 Division/Pacific "A")		
11	1	EA	Type 2 Signal Standard, 30 ft SMA, FBC	$6,989	
			FBC (T-12 Division/Pacific "B")		
12	1	EA	Type 4 Signal Standard, 20 ft LMA, 30 ft MH, FBC	$3,968	
			(T-12 Division/Pacific "C")		
13	1	EA	Type 3 Signal Standard, 30 ft SMA, 20 ft SMA, 30 ft MH,	$8,425	
			FBC (T-12 Division/Pacific "D")		
			Division (3 of 5) Sub Total	$27,447.00	3200 95164 95300 56501 86122

SUPPLIER: Valmont Industries (Vendor)

PNW Lighting (Contact)

PHONE: (206) 944-1820

CONTACT: Holly Goodwin

SPECIAL INSTRUCTIONS: 2 piece full bolt cover for standard. Call with 48 hour notice of delivery to (509) 232-8801. Ship anchor bolts ahead of standards ASAP to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202. Ship Signal Standards to 901 N Nelson St; Spokane WA 99202.

Payment terms Net 30

DEPARTMENT REQUISITION

DATE: **REQ# / DO#:** RV301400-014

DIVISION: Design **RECEIVER DATE:**

CONTACT: Gerald Okihara **RECEIVER:**

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			DivisionSt & Pacific Ave		
14	1	EA	Type 1 Signal Standard, FBC (T-12 Division/Pacific "E")	$933	
15	1	EA	Type 4 Signal Standard, 20 ft LMA, 30 ft MH, FBC	$3,968	
			(T-12 Division/Pacific "F")		
16	1	EA	Type 1 Signal Standard, FBC (T-12 Division/Pacific "G")	$933	
			Division (4 of 5) Sub Total	$5,834.00	3200 95164 95300 56501 86122

SUPPLIER: Valmont Industries (Vendor) PHONE: (206) 944-1820

PNW Lighting (Contact) CONTACT: Holly Goodwin

SPECIAL INSTRUCTIONS: 2 piece full bolt cover for standard. Call with 48 hour notice of delivery to (509) 232-8801. Ship anchor bolts ahead of standards ASAP to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202. Ship Signal Standards to 901 N Nelson St; Spokane WA 99202.

Payment terms Net 30

DEPARTMENT REQUISITION

DATE: **REQ# / DO#:** RV301400-014

DIVISION: Design **RECEIVER DATE:**

CONTACT: Gerald Okihara **RECEIVER:**

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			Pacific Ave & Sherman St		
17	1	EA	Type 4 Signal Standard, 20 ft LMA, 30 ft MH, FBC	$3,968	
			(T-16 Pacific/Sherman "A")		
			Sherman (5 of 5) Sub Total	$3,968.00	
			9.1% Sales Tax	$7,741.64	
			Project Total	$92,814.64	3200 95164 95300 56501 86122

SUPPLIER: Valmont Industries (Vendor) PHONE: (206) 944-1820

PNW Lighting (Contact) CONTACT: Holly Goodwin

SPECIAL INSTRUCTIONS: 2 piece full bolt cover for standard. Call with 48 hour notice of delivery to (509) 232-8801. Ship anchor bolts ahead of standards ASAP to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202. Ship Signal Standards to 901 N Nelson St; Spokane WA 99202.

Payment terms, Net 30

DEPARTMENT REQUISITION

DATE: _____ **REQ# / DO#:** RV301549 007

DIVISION: Street Dept **RECEIVER DATE:** _____

CONTACT: Gerald Okihara (509) 232-8842 **RECEIVER:** _____

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
			Pacific Ave/Sherman ST		
1	4	LS	Control Cabinet (SC315-G) AC, Natural Finish	$10,663.84	
2	8	LS	Lightbar w/confirmation lights (include universal mounting	$6,066.24	
			brackets) black		
3	50'	LS	Lightbar Harness, 4 conductor	$114.00	
4	6	LS	Bulldog God Harness, 16 ft, 2C 18AWG, Red/Black, Fork	$509.34	
			Terminals both ends		
5	6	LS	Bulldog Push Button (Green), Push Button Frame Kit 5"x7"	$2,164.74	
			Push Button Mount (Green), 5"x7" sign (R10-25)		
6	3	LS	Pole Spun Aluminum 4 1/2" Schedule 40, 16 ft (PB-5100)	$1,832.70	

SUPPLIER: Western Systems PHONE: (425) 438-1133

CONTACT: Holton Ferguson

SPECIAL INSTRUCTIONS: Call with 48 hour notice of delivery to (509) 232-8801.

Ship to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202.

DEPARTMENT REQUISITION

DATE: _____ **REQ# / DO#:** RV301549 007

DIVISION: Design **RECEIVER DATE:** _____

CONTACT: Gerald Okihara (509) 232-8842 **RECEIVER:** _____

ITEM	QTY	UNIT	DESCRIPTION	PRICE	BUDGET CODE
7	3	LS	Pedestal Base Aluminum w/Aluminum Door (PB-5334 PNC)	$788.43	
8	3	LS	Collar Assembly for Square Base (PB-5325-PNC)	$353.97	
9	3	LS	Pole Cap Acorn (PB-5401-PNC)	$85.92	
10	3	LS	Anchor Bolt Kit (PB-5518-GLV 3/4" x #10x 18" set of 4)	$300.15	
			Sub Total	$22,879.33	
			Sales Tax 9.1%	$2,082.02	
			Total	$24,961.35	3200 95164 95300 56501 86122

SUPPLIER: Western Systems PHONE: (425) 438-1133

CONTACT: Holton Ferguson

SPECIAL INSTRUCTIONS: Call with 48 hour notice of delivery to (509) 232-8801.

Ship to City of Spokane Street Dept.; 901 N Nelson St; Spokane WA 99202.

From:	Okihara, Gerald
To:	Brazington, Todd
Cc:	Zollinger, Nicholas
Subject:	VB numbers for DO
Date:	Wednesday, June 3, 2026 9:03:12 AM
Attachments:	Pacific Greenway pole Requisition.xlsx Pacific Greenway Cabinet Requisition.xlsx Pacific Greenway Requisition Form RRFB.xlsx image002.png image003.png image004.png

---

Todd,

Here are the 3 Department Orders that will need the VB numbers to purchase signal equipment for the Pacific Greenway Project 2022069.

Budget code: 3200 95164 95300 56501 86122

Signal Poles	VB 3014-0xx; $92,814.64
Cabinets	VB 301399-00x; $114,511.29
RRFB	VB 301549-00x; $26,489.82

Thanks
Gerald

Gerald T Okihara P.E. | City of Spokane | Principal Traffic Engineer – Street Department
509.232-8842 | *fax* 509.232-8831 | gokihara@spokanecity.org | spokanecity.org

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: WESTERN SYSTEMS, INC.

Business name: WESTERN TRAFFIC SYSTEMS

Entity type: Profit Corporation

UBI #: 602-090-725

Business ID: 001

Location ID: 0002

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

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

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HOITING, ZACH	
SMITH, MICHAEL	

Registered Trade Names

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

The Business Lookup information is updated nightly. Search date and time: 6/17/2026 12:14:35 PM

Contact us

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/18/2026		
Clerk's File #	OPR 2025-0262		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FEDERAL LOBBYING SERVICES CONTRACT RENEWAL WITH DESIMONE		

Agenda Wording

Federal Lobbying Services Contract Renewal with Desimone Consulting

Summary (Background)

This contract renewal with Desimone Consulting Group for federal lobbying services. This Contract Renewal is effective on April 1, 2026 and shall end on March 31, 2027.The City will pay an additional amount not to exceed EIGHTY THOUSAND AND 00/100 DOLLARS, ($80,000) for everything furnished and done under this Contract Renewal.

What impacts would the proposal have on historically excluded communities?

N/A - This is a contract renewal for existing federal lobbying services.

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

N/A - This is a contract renewal for existing federal lobbying services.

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

The Desimone Consulting Group is responsible for providing federal lobbying services to the City of Spokane. This includes tracking and engaging with federal agencies and delegation members and staff on City initiatives and federal priorities.

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

This is a contract renewal under OPR 2025-0262

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 80,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is for federal lobbying services. This is funded out of the Office of the Mayor's Budget.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	LIPPS, JOSH		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Brian Kristjansson brian@desimonecg.com	Rick Desimone rick@desimonecg.com
Sarah Cannon scannon@spokanecity.org	Laura Aga laga@spokanecity.org

City Clerk's No. OPR 2025-0262

City of Spokane

CONTRACT RENEWAL 1 of 4

Title: **FEDERAL LOBBYING SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DESIMONE CONSULTING GROUP**, whose address is 307 29th Street, NW, Suite 104, Puyallup, Washington 98372 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Federal Lobbying Services to the City; and

WHEREAS, the Request for Proposal called for four (4) additional one (1) year renewals with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.
The Contract, dated April 24, 2025 and April 28, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on April 1, 2026 and shall end on March 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **EIGHTY THOUSAND AND 00/100 DOLLARS, ($80,000)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

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

DESIMONE CONSULTING GROUP	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

26-161

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

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

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

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

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

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

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

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

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

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

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 11, 2026

City of Spokane
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

Account Information:

Policy Holder Details :	**DESIMONE CONSULTING LLC**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/11/2026

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

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

PRODUCER	CONTACT NAME:	
HOWARD INSURANCE INC 42620132 6900 WISCONSIN AVE 5TH FL CHEVY CHASE MD 20815	PHONE (A/C, No, Ext): (301) 652-2500	FAX (A/C, No): (301) 655-2530
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Underwriters Insurance Company	30104
INSURED	INSURER B :	
DESIMONE CONSULTING LLC 78 ORCHARD RD TACOMA WA 98406-7618	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			42 SBA AZ2YCF	02/14/2026	02/14/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			42 SBA AZ2YCF	02/14/2026	02/14/2027	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			42 SBA AZ2YCF	02/14/2026	02/14/2027	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Spokane
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Oct 24, 2025

Limited Liability Company

Unified Business ID #: 603162296
Business ID #: 001
Location: 0001
Expires: Nov 30, 2026

DESIMONE CONSULTING LLC
DESIMONE CONSULTING, LLC
78 ORCHARD RD
TACOMA WA 98406-7618

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

OLYMPIA GENERAL BUSINESS - NON-RESIDENT #49885 - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

DESIMONE CONSULTING GROUP

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 603162296 001 0001

Expires: Nov 30, 2026

DESIMONE CONSULTING LLC
DESIMONE CONSULTING, LLC
78 ORCHARD RD
TACOMA WA 98406-7618

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #49885 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 06/15/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 07/22/2026		**Date Rec'd**	6/10/2026
		Clerk's File #	ORD C36894
		Cross Ref #	
		Project #	
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	TAMI 6157	**Requisition #**	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG		
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	KTELIS ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BOILER INSPECTION & LICENSING PROGRAM AMENDMENTS		

Agenda Wording

Emergency Ordinance to repeal and amend Spokane Municipal Codes as needed to transfer the boiler and pressure vessel inspection program to the State and designate the Building Official as the responsible authority for the boiler operator license program.

Summary (Background)

The Development Services Center (DSC) will be transferring the boiler and pressure vessel inspection program to the State of Washington Department of Labor & Industries when Boiler Inspector Ed Anderson retires on July 1, 2026. To avoid potential conflicts, State of Washington Chief Boiler Inspector Mike Carlson identified the need to have the City repeal municipal regulations related to boiler inspections and associated fees. As a measure of public safety, the DSC will retain its boiler operator licensing program mandating certification requirements for personnel that operate and maintain high-pressure and heating systems in public spaces such as schools, hospitals, and commercial buildings. With Ed's retirement, the administration of this portion of the program needs to transfer from the Boiler Inspector to the Building Official. The transfer of our inspection program will result in a fee reduction for most businesses with boilers and/or pressure vessels in the city limits. Per WAC 296-104-700, the State's minimum certification fee is $33.80 compared to the City's $100.88 for a savings of $67.08. Additional savings depend on the size and quantity of boiler and pressure vessels and whether the inspection would have been performed by an insurance company or a jurisdictional inspector.

What impacts would the proposal have on historically excluded communities?

This ordinance will provide for the most expeditious continuation of boiler and pressure vessel inspections as a service to all boiler and pressure vessel owners, operators, and our citizens equally.

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
	tpalmquist@spokanecity.org
smacdonald@spokanecity.org	akiehn@spokanecity.org
dgmurphy@spokanecity.org	sshields@spokanecity.org

ORDINANCE NO. C36894

An ordinance related to the City of Spokane boiler and pressure vessel inspection program; adding a new section 10.29.015 to Chapter 10.29, amending Titles 17F and 17G, and Chapter 10.29 of the Spokane Municipal Code, and repealing sections of Chapters 08.02 and 17F.030, all of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the City of Spokane boiler and pressure vessel inspection program is currently operated under the auspices of the City's boiler inspector, who announced his retirement in May, to be effective on July 1, 2026; and

WHEREAS, the City of Spokane boiler and pressure vessel inspection program will be transferred to the Washington State Department of Labor and Industries when the City of Spokane boiler inspector retires on July 1, 2026; and

WHEREAS, the City will retain its boiler operator licensing program under the authority of the Building Official; and

WHEREAS, this ordinance makes the necessary updates to release the boiler and pressure vessel inspection program to the State, thereby providing consistent, statewide administration of boiler safety regulations while ensuring continued service to boiler and pressure vessel owners and operators throughout Spokane; and

WHEREAS, these updates provided an excellent opportunity to revise gendered language in recognition of, and to foster, a more inclusive environment; and

WHEREAS, the City Council desires to ensure there is minimal disruption in the boiler inspection program arising from the inspector's sudden retirement and the transition to statewide administration; and

WHEREAS, the retirement of the current boiler inspector and the need for transition to statewide administration was sudden and unexpected, and requires immediate action to ensure the necessary changes are made to the Spokane Municipal Code and to ensure minimal disruption to the boiler inspection program; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot ensure the necessary changes are made to the Spokane Municipal Code and to ensure minimal disruption to the boiler inspection program, without causing or exacerbating harm to the community or government functions; and

WHEREAS, the Spokane City Council finds that this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

Now, Therefore, The City of Spokane does ordain:

Section1. That a new section 10.29.015 is added to Chapter 10.29 of the Spokane Municipal Code to read:

Section 10.29.015 Definitions.

For purposes of Section 10.29.020 through 10.29.023, the term "Building Official" shall have the meaning set forth in Section 17A.020.020 (EF) of the Spokane Municipal Code.

Section 2. That Section 10.29.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.020 Operator's License

No person may operate or have charge of a steam boiler of any size or a hot water heating or supply boiler of five hundred thousand BTU input or larger without a license, issued by the Development Services Department, of the appropriate class as follows:

A. A low-pressure boiler operator's license authorizes the holder to have charge of and operate any specifically described and located fifteen-pound steam boiler or hot water boiler used for heating purposes only, not exceeding four million BTU; or

((~~B. A small high-pressure boiler operator's license authorizes the holder to have charge of and operate a small high-pressure boiler not exceeding eight hundred thousand BTU input or one hundred fifty pounds psi.~~))

((~~C.~~)) B. A third-class boiler operator's license authorizes the holder to have charge of and operate a high-pressure (power) boiler not exceeding four million BTU input, or

1. and operate any size low-pressure boiler, or
2. an opposite shift to a second-class boiler operator.

((~~D.~~))C. A second-class boiler operator's license authorizes the holder to have charge of:

1. and operate a high-pressure boiler not exceeding eight million BTU, or
2. an opposite shift to a first-class boiler operator, or
3. and operate any size low-pressure boiler.

((~~E.~~))D. A first-class boiler operator's license authorizes the holder to have charge of any size high-pressure or low-pressure boiler.

((~~F.~~))E. Boiler Operator is an annual subject to the licensing procedures of 08.01 SMC.

Section 3. That Section 10.29.022 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.022 Operators on Duty

A. No licensed boiler operator may leave the boiler room area for longer than fifteen minutes when a steam boiler under ((~~his~~)) the operator's charge is being operated at a pressure greater than fifteen pounds per square inch (gauge) unless relieved by a properly licensed person.

B. Low pressure hot water heating boilers, low pressure steam heating boilers, and hot water supply boilers with a combined capacity of ten million BTU per hour input of all fired pressure vessels in the boiler room, require at least ((~~a~~)) twice daily check with an interval of at least six hours by a properly licensed operator.

1. For combined capacity of greater than ten million BTU per hour, the operator on duty requirement of subsection (A) of this section applies.

2. A variance from this requirement may be granted by the ((~~board of boiler examiners~~)) Building Official upon favorable evaluation of a written application.

Section 4. That Section 10.29.023 is amended to read as follows:

Section 10.29.023 Responsibility of Operators

In addition to the ongoing responsibility of every boiler operator to operate any boilers and steam plants in ((~~his~~))their charge in strict accordance with the Boiler Code (chapter 17F.030 SMC) and accepted safety standards, every operator is responsible for:

A. maintaining sufficient water in the boiler;

B. preventing the carrying of more pressure than authorized;

C. reporting to the owner of the premises and to the City ((~~boiler inspector~~)) Building Official and State of Washington Department of Labor and Industries Boiler Inspector any damage to or malfunction of a boiler or related equipment which endangers safety;

D. remaining free from the influence of intoxicants or other drugs while on duty; and

E. displaying ((~~his~~))their license conspicuously((~~; and~~)).

((~~F. notifying the boiler inspector in writing whenever leaving or changing employment.~~))

Section 5. That Section 17F.030.010 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.010 Adoption of Standard Codes

A. Boiler and pressure vessels installed within the city of Spokane shall comply with Sections I, II (Parts A, B, C and D), IV, V, VI, VII, VIII Divisions 1, 2, 3, IX, X, XII and PVHO-1 of the ASME Boiler and Pressure Vessel Code, current edition, together with the addenda thereto. Boilers and pressure vessels shall comply with the editions of the code in effect at the time the equipment was manufactured. (Reference WAC 296-104-200).

B. The National Board Inspection Code, current adopted Edition, with current addenda applies to the alteration, inspection and repair of boilers, unfired pressure vessels and appurtenances in the city.

C. NFPA 85 Boiler and Combustion Systems Hazards Code current edition (for use with boilers with fuel input ratings of twelve million five hundred thousand BTU per hour or greater. (Reference WAC 296-104-200)

D. These codes as modified by the additions, deletions, and amendments set forth in this chapter, are the boiler and pressure vessel code of the City.

E. The basis for SMC 17F.030 is WAC 296-104 ((~~with the exclusion of the unique administrative and fee items unique to Washington State inspectors and their inspection process.~~))and RCW 70.79.

Section 6. That Section 17F.030.020 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.020 Definitions

Term	**Definition**
Accident	((~~means a~~)) A failure of the boiler or unfired pressure vessel resulting in personal injury or property loss, or an event which renders a boiler or unfired pressure vessel unsafe to return to operation.
((~~Approved~~	~~means approved by the boiler inspector. (SMC 17F.030.150).~~

~~ASME Code~~	~~is the boiler and pressure vessel code of the American Society of Mechanical Engineers, with the amendments thereto made and approved by the council of the society, which have been adopted.~~
~~Automatic operation of a boiler~~	~~means full automatic control of all water, fuel, temperature and pressure within the limits set. Controls must be such that the operation follows the demand without interruption. Manual reset may be required when the burner is off because of low water, flame failure, power failure, high temperatures or pressures.~~))
Boiler	((~~means a~~)) A closed vessel used for heating water or other liquid or for generating steam or vapor by direct application of heat from combustible fuels or electricity.
((~~Boiler Code~~	~~Spokane Boiler and Pressure Vessel Code, chapter 17F.030 SMC.~~
~~BTU~~	~~means BTU input firing rate or the BTU input in British thermal units.~~
~~City boiler inspector~~	~~means a boiler and pressure vessel inspector employed by the City of Spokane.~~
~~Certificate of competency~~	~~is a certificate issued by the Washington State Board of Boiler Rules to a person who has passed an examination prescribed by the board, or issued by another state having the same qualification and examination standards as the Washington State Board of Boiler Rules.~~
~~Commission~~	~~means a commission, issued by the National Board of Boiler and Pressure Vessel Inspectors issued to a person holding a valid certificate of competency, which authorizes~~

	~~the person to perform inspections of boilers and/or unfired pressure vessels.~~
~~Condemned boiler or unfired pressure vessel~~	~~means a boiler or unfired pressure vessel that has been inspected and declared unsafe or disqualified by legal requirements by an inspector who has applied a stamping or marking designating its condemnation.~~
~~Corrosion~~	~~means the destruction or deterioration of a material that results from a reaction with its environment.~~
~~Department~~	~~means the City of Spokane Development Services Department~~
~~Domestic and/or residential purposes~~	~~means serving a private residence or an apartment house of less than six families.~~
~~External inspection~~	~~is an inspection made while a boiler or vessel is in operation and includes the inspection and demonstration of controls and safety devices required by this chapter.~~
~~Historical boilers and unfired pressure vessel~~	~~means nonstandard boilers and pressure vessels, including steam tractors, traction engines, hobby steam boilers, portable steam boilers, and other such boilers or pressure vessels that are preserved, restored, and maintained only for demonstration, viewing, or educational purposes. They do not include miniature hobby boilers as described in RCW 70.79.070.~~
~~Indirect water heater~~	~~means a closed vessel appliance used to heat water for use external to itself, which includes a heat exchanger used to transfer heat to water from an external source. The requirements and limits described above shall apply.~~

~~Internal inspection~~	~~is an inspection made when the boiler or unfired pressure vessel is shut down, and the hand holes, manholes, or other inspection openings are open or removed for examination of the interior. An external ultrasonic examination of unfired pressure vessels thirty-six inches inside diameter and under constitutes an internal inspection.~~))
Low-pressure boiler	((~~is~~)) Is a steam or vapor boiler operating at a pressure not exceeding fifteen psig or a boiler in which water or other fluid is heated and intended for operation at pressures not exceeding one hundred sixty psig or temperatures not exceeding two hundred fifty degrees Fahrenheit by the application of energy from the combustion of fuels or from electricity, solar or nuclear energy including lined portable heaters.
((~~Nationwide engineering standard~~	~~means a nationally accepted design method, formulae and practice acceptable to the board.~~
~~NBIC~~	~~means the National Board Inspection Code of the National Board of Boiler and Pressure Vessel Inspectors, with addenda and revisions thereto made and approved by the national board and adopted by the City.~~
~~Nonstandard boiler or unfired pressure vessel~~	~~means a boiler or unfired pressure vessel that does not bear the markings of the codes adopted in SMC 17F.030.010 and WAC 296-104-200.~~
~~Pool Heaters~~	~~means a gas, oil, or electric appliance that is used to heat water contained in swimming pools, spas, and hot tubs.~~ ~~Pool heaters with energy input equivalent to 399,999 Btu/hr (117.2kw) or less shall be manufactured and certified to ANSI Z21.56,~~

	~~UL1261, CSA 4.7 or equivalent manufacturing standards, as approved by the City inspector, and are excluded from the limit and control devices requirements of WAC 296-104-300 through 294-104-303.~~ ~~Pool heaters with energy input of four hundred thousand Btu/hr and above shall be stamped with an ASME Section IV Code symbol, and the requirements of WAC 296-104-300 through 296-104-303 shall apply.~~ ~~Pool heaters open to the atmosphere are excluded.~~))
Owner/user	((~~means a~~)) A person, firm, or corporation owning or operating any boiler or unfired pressure vessel within the city of Spokane.
~~((Place of public assembly/assembly hall~~	~~means a building or portion of a building used for the gathering together of fifty or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining, or awaiting transportation. The term also includes child care centers (those agencies that operate for the care of thirteen or more children), public and private hospitals, and nursing and boarding homes.~~))
Power boiler ("high-pressure boiler")	((~~is~~)) Is a boiler in which steam or other vapor is generated at a pressure of more than fifteen psig for use external to itself or a boiler in which water or other fluid is heated and intended for operation at pressures in excess of one hundred sixty psig and/or temperatures in excess of two hundred fifty degrees Fahrenheit by the direct application of energy from the combustion of fuels or from electricity, solar, or nuclear energy.

((~~Reinstalled boiler or pressure vessel~~	~~means a boiler or unfired pressure vessel removed from its original setting and reset at the same location or at a new location without a change of ownership.~~
~~Rental boiler~~	~~means any power or low-pressure heating boiler that is under a rental contract between owner and user.~~
~~Second-hand boiler or unfired pressure vessel~~	~~means a boiler or unfired pressure vessel of which both the location and ownership have changed after its primary installation.~~
~~Small high-pressure boiler~~	~~means a boiler with an operating pressure exceeding fifteen psig steam, but not exceeding one hundred fifty psig and having less than eight hundred thousand BTU input.~~
~~Special design~~	~~means a design using nationally or intentionally recognized engineering standards other than the codes adopted in SMC 17F.030.010 and WAC 296-104-200~~
~~Special inspector~~	~~is an inspector holding a state of Washington commission identified under RCW 70.79.130.~~
~~Standard boiler or unfired pressure vessel~~	~~means a boiler or unfired pressure vessel which bears the markings of the codes adopted in SMC 17F.030.010.~~))
Unfired pressure vessel	((~~is~~)) Is a closed vessel such as air tanks, chiller receivers, hot water storage tanks, expansion tanks, steam cookers, etc under pressure, excluding: 1. Fired process tubular heaters; 2. Pressure containers which are integral parts of components of rotating or reciprocating mechanical devices where the primary design considerations and/or

	stresses are derived from the functional requirements of the device; 3. Piping whose primary function is to transport fluids from one location to another; 4. Those vessels defined as low-pressure heating boilers or power boilers.
((~~Unfired steam boiler~~	~~means a pressure vessel in which steam is generated by an indirect application of heat, not including pressure vessels known as evaporators, heat exchangers or vessels in which steam is generated by the use of heat resulting from the operation of a processing system containing a number of pressure vessels, such as used in the manufacture of chemical and petroleum products, which will be classed as unfired pressure vessels.~~))
Water heater	((~~means a~~)) A closed vessel used for heating water by direct application of heat from combustible fuels or electricity with a nominal water-containing capacity of one hundred twenty gallons or less, having a heat input not exceeding two hundred thousand BTU per hour and operating temperature not exceeding two hundred ten degrees Fahrenheit.

Section 7. That Section 17F.030.040 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.040 Installation Permit

No person may install or allow to be installed within the City any boiler or pressure vessel without an installation permit from the ((~~Development Services Department~~)) Washington State Department of Labor & Industries. The fee for each permit and for other activities related to the enforcement of this chapter shall be as set forth in SMC 8.02.030.

Section 8. That Section 17F.030.100 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.100 Repair Permit

No person may make any repair or alteration, except regular maintenance, to a boiler or pressure vessel without having a repair permit from the ((~~city boiler inspector~~)) Washington State Department of Labor & Industries. ((~~Fees for repair permits are in SMC 8.02.030.~~

~~A. Any alteration must be made in accordance with the rules of the NBIC and be reviewed by the city boiler inspector before the alteration may be made. The work must be designed by a licensed professional engineer who has experience in the design of boilers and pressure vessels.~~

~~B. Repairs must be made in accordance with the NBIC.~~

~~C. Welded repairs and alterations to boilers and pressure vessels may be made by a National Board "R" stamp holder only.~~))

Section 9. That Section 17F.030.130 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.130 Restrictions on Operation

No person may use or operate a boiler or pressure vessel((~~:~~

~~A. for the purpose of burning waste or any combustible material for other than heat or power, without prior permission of the boiler inspector;~~

~~B. unless a current operating permit has been issued;~~

~~C. if the boiler inspector has posted a notice that the boiler or vessel has been found dangerous or unsafe and has been closed down for repair or replacement;~~))

~~D.~~)) not in the charge of a properly licensed boiler operator whose license is displayed conspicuously in the room where the boiler is located.

Section 10. That Section 17F.030.140 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.140 Temporary Operator's Permit

Whenever sickness, accident, or similar unforeseen circumstance prevents the regularly employed boiler operator from attending a boiler:

A. the owner of the premises, upon notifying the ((~~inspector~~)) Building Official, may employ any competent person to take charge of the boiler for a period not exceeding twenty-four hours;

B. the ((~~boiler inspector~~)) Building Official may ((~~issue a permit to~~)) authorize any person deemed competent to operate the boiler until ((~~the next meeting of the board of examiners, or longer if necessary until~~)) the vacancy can be filled.

Section 11. That Section 17F.030.200 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.200 Owner to Notify Boiler Inspector in Case of Accident

When an accident occurs which renders a boiler or unfired pressure vessel inoperative, the owner or user must immediately notify the ((~~city~~)) Washington State Department of Labor and Industries boiler inspector and the City of Spokane Building Official and submit a detailed report of the accident. In case of serious accident, such as explosion or one resulting in personal injury, notice must be given immediately by telephone or electronic means. Neither the boiler or unfired pressure vessel nor any part thereof is to be removed or disturbed before an inspection has been made by the chief inspector or ((~~his~~)) the chief inspector's designee, except for the purpose of saving life or limiting consequential damage. ((~~The inspector making the investigation and inspection reports to the chief inspector as soon as possible.~~)) The owner of the boiler or pressure vessel is responsible for all costs of the department's investigation. The owner or user of the boiler may notify the Washington ((~~state board of boilers rules~~)) State Board of Boiler Rules of any accident. (Reference WAC 296-104-025).

Section 12. That Section 17G.010.070 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.070 Eligibility of Applicants – Permits Issued Pursuant to the Land Use Codes

A. The laws of various jurisdictions impose requirements upon the persons doing some of the work and conducting some of the activities regulated by this title. Many of the acts regulated by this title affect real property interests. For these reasons applicants for the various permits, licenses, certificates, and other approvals are required to furnish varying data concerning their authority to make the application and perform the acts applied for. The City does not, however, assume responsibility for the accuracy of an applicant's representations concerning entitlement to the approval applied for. The issuance of a permit, license,

certificate, or other approval to a person not otherwise authorized does not operate to confer such authority.

B. Building Permits

To be eligible to obtain any of the various categories of “building” permits, one must be:

1. A contractor with a City of Spokane business license and an active contractor’s license from the State of Washington Department of Labor and Industries that is appropriate for the work to be performed; or

2. The property owner as identified by the Spokane County Assessor records on condition that;

   a. the owner is able to claim exemption from the State of Washington contractor registration requirements; and

   b. all work is being performed by the owner and others as allowed by law, or by persons duly licensed or certified where required for the nature of the work.

   c. Exception: Mechanical and ((~~boiler permits~~)) for any work involving gas piping, equipment, or appliances that are natural gas, liquid propane gas, or oil fueled can only be issued to appropriately licensed contractors unless the property owner is currently licensed by the City of Spokane to install such piping, equipment, or appliances.

C. Encroachments in Public Ways((~~.~~))

Applications for building projections, sidewalk openings, fences, or other encroachments under SMC 17G.010.140 must be made by or on behalf of all property owners as described in SMC 17G.010.070.

D. Certificates of Occupancy

Applications for certificates of occupancy may be made by any owner, contractor, lessee, tenant, mortgagee, trust deed beneficiary, or representative having the right of possession or right-of-entry.

E. Safety Certifications

Applications for safety or code compliance certifications may be made by any owner, contractor, lessee, tenant, mortgagee, trust deed beneficiary, or representative having the right of possession or right-of-entry.

F. Contractor Licenses((~~.~~))

The eligibility of licensees as contractors is set forth in SMC 17G.010.190.

G. Workers Licenses((~~.~~))

The eligibility of licensees as regulated workers is set forth in SMC 17G.010.200.

H. Special Construction Activities((~~.~~))

The eligibility of permittees for special construction activities is set forth in SMC 17G.010.210.

Section 13. That Section 17G.010.140 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.140 Eligibility of Applicants – Permits Issued Pursuant to the Land Use Codes

Applications for ministerial permits categorically exempt from the threshold determination requirements of the State Environmental Policy Act (SEPA) are submitted to the permit authority, reviewed according to the provisions of this title or Spokane Municipal Code chapters. Depending upon the nature of the application, the permit authority might be the Building Official, fire official, Director of Streets, Director of Planning Services, or Engineering Services Director.

A. An applicant for building (and/or ((~~boiler~~,)) electrical, elevator, grading, mechanical, plumbing, or sign) permit shall pay the prescribed fees and file an application upon forms furnished by the Development Services Department, which application:

1. identifies and describes the work to be covered by the permit;
2. describes the property on which the proposed work is to be done by legal description and street address assigned by the Engineering Services Department or similar description that will readily identify and definitely locate the proposed building or work;
3. indicates the use or occupancy for which the proposed work is intended;
4. is accompanied by plans, diagrams, computations, specifications, and other data as required;
5. states the valuation of any new building or structure or any addition, remodeling, or alteration to an existing building; and
6. identifies by name the owner and occupant of the premises.

B. The applicant shall submit with each application, plans, engineering calculations, diagrams, specifications, and other data as necessary, drawn to scale, where applicable, upon substantial paper or cloth by a registered architect or professional engineer of sufficient clarity to indicate the location, nature and extent of the work proposed, and showing in detail that the work will conform to the provisions of all

applicable laws. The data to be submitted under this subsection include, in the case of:

1. an electrical permit, the nature and kind of electric wiring, apparatus, fixtures, and equipment to be installed, altered, or extended;

((~~2. installation of a boiler or unfired pressure vessel, manufacturer's data reports.~~))

((~~3.~~)) 2. a permit for a sign, the location of the property line and building line, curb distance, and height above grade;

((~~4.~~))3. a building permit, a plot plan to scale showing the actual dimensions of the lot and the size, use, and location of existing and proposed buildings;

((~~5.~~))4. street obstruction or construction permission where design review is required pursuant to chapter 17G.040 SMC, a written statement from the Director of Planning Services indicating compliance with the design review process.

C. The Building Official may waive or modify the requirements for an application as the nature of the work applied for dictates.

Section 14. That Section 17G.010.200 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.200 Application for Worker's License

A. State Licenses, Permits, Certificates.

1. Electricians and electrical apprentices are certificated by the Washington State Department of Labor and Industries under chapter 19.28 RCW.

2. Persons engaged in the craft of installing, altering, repairing, and renovating potable water systems and liquid waste systems within a building, either as a journeyman plumber or specialty plumber, must have a certificate issued by the Washington State Department of Labor and Industries, as provided in chapter 18.106 RCW.

B. Boiler Operators' ((~~and Boiler Inspectors'~~)) Licenses.

1. An applicant for a license under the boiler and pressure vessel code shall pay the prescribed fees and apply to the Development Services Department on prescribed forms.

2. ((~~Unless the application is to renew a license in good standing for the succeeding year, the applicant shall be examined as to their qualifications~~)) Except for the renewal of a license in good standing for the upcoming year,

all applicants shall have their qualifications reviewed for eligibility and must pass a qualifying examination as designated by the Building Official.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

   a. First Class Engineer/Boiler Operator ((~~and Boiler Inspector)):~~ Two years of practical experience as a boiler operator in a high-pressure plant exceeding eight million BTU input.

   b. Second Class Engineer/Boiler Operator: One year of practical experience as a high-pressure boiler operator in a high-pressure plant exceeding four million BTU input.

   c. Third Class Engineer/Boiler Operator: One year of practical experience.

   ((~~d. Small High-Pressure Boiler Operator: Must pass the prescribed examination.)~~)

   d. Low-Pressure Boiler Operator: Must pass the prescribed examination.

4. Expiration of Licenses and Renewal.

   a. Licenses in this code section are required to be renewed annually by December 31st.

   b. A license will expire and be deemed void if the annual license fee has not been paid by that date.

   c. License exams must be retaken and passed to obtain a new license if an expired license is not renewed by March 31st.

C. Mechanics' Licenses.

1. An applicant for any license to do work under the mechanical code shall pay the prescribed fees and apply to the Development Services Department on prescribed forms.

2. The Building Official shall examine to determine the qualifications and fitness of original applicants for licenses as a gas heating mechanic. The Building Official may similarly examine any applicant for a renewal of such license.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

   a. Gas Heating Mechanic I or Gas Inspector I: No Requirements.

b. Gas Heating Mechanic II or Gas Inspector II: Must possess an active Gas Mechanic I license.

4. "Gas fitting work" means the installation, alteration, extension, repair, or maintenance, from the outlet of the gas meter, of gas piping, venting, and appliances.

5. Expiration of Licenses and Renewal.

a. Licenses in this code section are required to be renewed annually by December 31st.

b. A license will expire and be deemed void if the annual license fee has not been paid by that date.

c. License exams must be retaken and passed to obtain a new license if an expired license is not renewed by March 31st.

D. Apprentices.

The Building Official may promulgate rules for the licensing, registration, or regulation, or apprentices in the various trades, consistent with federal and state law and Chapter 3.14 of the Spokane Municipal Code.

E. Registered Servicers.

An applicant for a license to test, maintain, and alter fire alarm systems, portable fire extinguishers, range hood systems, sprinkler systems, standpipe systems, or underground critical materials storage tanks must pay the prescribed fee and apply to the fire official. Proof of competency is by exam, demonstration, or submittal of credentials as approved by the fire official.

F. Refueler Operator.

An applicant for a permit to operate an aircraft refueler vehicle must present to the fire official an identification card issued by their employer certifying the applicant's qualifications, as provided in International Fire Code (IFC) Section 2006.5.3.

Section 15. That Section 08.02.030 (Boiler Code) of the Spokane Municipal Code is repealed.

Section 16. That Section 17F.030.030 (Exemptions) of the Spokane Municipal Code is repealed.

Section 17. That Section 17F.030.050 (Safety and Safety Relief Valves) of the Spokane Municipal Code is repealed.

Section 18. That Section 17F.030.060 (Installation Clearance – Front, Back and Sides) of the Spokane Municipal Code is repealed.

Section 19. That Section 17F.030.070 (Installation - Pressure Vessel Clearances) of the Spokane Municipal Code is repealed.

Section 20. That Section 17F.030.080 (Installation - Clearance at Top of Boilers) of the Spokane Municipal Code is repealed.

Section 21. That Section 17F.030.085 (Variance for Required Clearances Request) of the Spokane Municipal Code is repealed.

Section 22. That Section 17F.030.090 (Control and Limit Devices) of the Spokane Municipal Code is repealed.

Section 23. That Section 17F.030.110 (Required Inspections) of the Spokane Municipal Code is repealed.

Section 24. That Section 17F.030.120 (Records of Inspection) of the Spokane Municipal Code is repealed.

Section 25. That Section 17F.030.150 (Boiler Inspector) of the Spokane Municipal Code is repealed.

Section 26. That Section 17F.030.160 (Functions of a Boiler Inspector) of the Spokane Municipal Code is repealed.

Section 27. That Section 17F.030.170 (Board of Examiners) of the Spokane Municipal Code is repealed.

Section 28. That Section 17F.030.180 (Hearing Examiner) of the Spokane Municipal Code is repealed.

Section 29. That Section 17F.030.190 (Inspection of Boilers and Pressure Vessels Improperly Prepared for Inspection) of the Spokane Municipal Code is repealed.

Section 30. That Section 17F.030.210 (Restamping of Boilers and Pressure Vessels) of the Spokane Municipal Code is repealed.

Section 31. Severability: If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 32. Clerical Errors: Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 33. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government

and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 of the Spokane Municipal Code and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

Passed by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

_____

Mayor

_____

Date

_____

Effective Date

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 07/09/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	6/30/2026
		Clerk's File #	ORD C36905
		Cross Ref #	
Council Meeting Date: 07/22/2026		**Project #**	
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	MATT BOSTON X6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – IT CAPITAL RESERVE FOR PSAP RADIOS		

Agenda Wording

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO UTILIZE IT CAPITAL REPLACEMENT RESERVES FOR PSAP EMERGENCY COMMUNICATIONS RADIOS, AND DECLARING AN EMERGENCY.

Summary (Background)

To set up the City of Spokane's Public Safety Answering Point (PSAP) system, new telecommunications radios are needed. Funding for this purchase is provided by the IT Capital Replacement reserve. To replenish this purchase, the radios will be tracked as inventory and added to the cost allocation plan for the IT Capital Replacement fund.

What impacts would the proposal have on historically excluded communities?

Providing a Public Safety Answering Point (PSAP) for emergencies is a basic necessity for all members of the community. This proposal will ensure we can take calls from these communities and provide them with the same emergency response as everyone else.

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

It is a basic service that we're providing to the City, so it's certainly the right solution. Once the department is operating we'll continue to assess if we need to make adjustments to operational staff.

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

No data will be collected as it pertains to the purchase of radios to support PSAP

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

This SBO supports a program that is a basic service that must be provided to the citizens. It aligns with the goals of SH 6 (Safety) which appears in Chapter 10 (Social Health) of the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,620,677
Current Year Cost	$ 1,620,677
Subsequent Year(s) Cost	$ 0

Narrative

Funding for this purchase is provided by the IT Capital Replacement reserve. To replenish the reserve, the radios will be tracked as inventory and added to the cost allocation plan for the IT Capital Replacement fund.

Amount		Budget Account
Expense	$ 1,620,677	# 5310-73100-94180-56406-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

No; one-time pull from program reserves.

Expense Occurrence	One-Time

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

One-time to setup the program.

Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	**MANAGEMENT &**	MILLER, JACOB
Division Director			
Accounting Manager	HAACK, KELLY A.		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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Tax & Licenses	jmiller@spokanecity.org
jstratton@spokanecity.org	

ORDINANCE NO C36905

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO UTILIZE IT CAPITAL REPLACEMENT RESERVES FOR PSAP EMERGENCY COMMUNICATIONS RADIOS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the IT Capital Replacement Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the IT Capital Replacement Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $1,620,677.

A) Of the increased appropriation, $1,620,677 is provided solely for capital communications equipment.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to purchase radios for the Public Safety Answering Point (PSAP) utilizing IT Capital Replacement reserve funds, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	RES 2026-0049		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SETTLEMENT RESOLUTION (CHERYL BURDULIS - $250,000)		

Agenda Wording

Resolution approving settlement of claims made by Cheryl Burdulis in the amount of $250,000.00

Summary (Background)

A claim for damages was filed with the City of Spokane by Cheryl Burdulis ("Claimant") on December 20, 2024, arising out of a trip and fall incident on or about October 7th, 2024, in the City of Spokane.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 250,000.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 250,000.00	**#** 5800-78100-14780-54601
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

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

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sdhansen@spokanecity.org	ddaniels@spokanecity.org

Resolution No. 2026-0049

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Cheryl Burdulis ("Claimant") on December 20, 2024, arising out of an incident on or about October 7th, 2024, in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of **TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000.00)**.

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000.00)** to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/4/2026		
Clerk's File #	RES 2026-0050		
Cross Ref #	ORD C36893		
Project #			
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	ELDON BROWN 625-6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	RESOLUTION TO SET HEARING FOR VACATING REBECCA STREET BETWEEN		

Agenda Wording

Resolution to set Hearing (for August 26, 2026) for the right-of-way vacation of Rebecca Street between Olive Ave and Alki Ave.

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

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erivera@spokanecity.org	

R E S O L U T I O N 2026-0050

WHEREAS, on April 8, 2026, the Spokane City Council received a petition for the vacation of Rebecca Street between Olive Ave and Alki Avenue, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Rebecca Street between Olive Avenue and Alki Avenue, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Rebecca Street between Olive Avenue and Alki Avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **August 26, 2026**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE

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

Legend

Proposed Vacation

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

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

Date April 8, 2026

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

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

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

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

Property Owner 1

Parcel Number 35154.1401

Proponent's (Record Owner's) Signature

Print Name Don Williams

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

Office Use Lot Block Addition

Property Owner 2

Parcel Number 35154.1301

Proponent's (Record Owner's) Signature

Print Name Phil Lanzone

Email phil@spokanecold.com Phone Number

Office Use Lot Block Addition

Property Owner 3

Parcel Number

Proponent's (Record Owner's) Signature

Print Name

Email Phone Number

Office Use Lot Block Addition

Property Owner 4

Parcel Number

Proponent's (Record Owner's) Signature

Print Name

Email Phone Number

Office Use Lot Block Addition

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

McClintock & Turk, Inc.

MECHANICAL CONTRACTORS & DESIGN BUILD

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

Date : April 8, 2026

Re : Vacation of Rebecca Road

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

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

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

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

Respectfully Submitted,

McClintock & Turk, Inc.

Don Williams

President

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	RES 2026-0051		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SETTLEMENT RESOLUTION (LARRY POND - $105,000)		

Agenda Wording

Resolution approving settlement of claims made by Larry Pond in the amount of $105,000.00.

Summary (Background)

A claim for damages was filed with the City of Spokane by Larry Pond ("Claimant") on July 24, 2025, arising out of an incident on or about July 8, 2025,

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 105,000.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 105,000.00	**#** 5800-78100-14780-54601
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence One-Time

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

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

Distribution List

mpiccolo@spokanecity.org	deigler@spokanecity.org
Zach.Ray@us.davies-group.com	rhulvey@spokanecity.org
sdhansen@spokanecity.org	ddaniels@spokanecity.org

Resolution No. 2026-0051

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Larry Pond ("Claimant") on July 24, 2025, arising out of an incident on or about July 8, 2025, in the City of Spokane, as more fully described in his claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of **ONE HUNDRED AND FIVE THOUSAND DOLLARS ($105,000.00)**.

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **ONE HUNDRED AND FIVE THOUSAND DOLLARS ($105,000.00)** to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/17/2026		
Clerk's File #	RES 2026-0052		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 625-6718	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION IN SUPPORT OF STA BALLOT INITIATIVE		

Agenda Wording

A resolution in support of Spokane Transit Authority Proposition No. 1 for Maintenance and Enhancement of Public Transportation Services, and supporting reauthorization of the 0.2% sales tax rate for the Authority to provide public transportation services.

Summary (Background)

Under RCW 29B.45.010, the city council may express collective support for a ballot measure so long as so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body and members of the public are afforded an opportunity for the expression of an opposing view; This is a resolution related to Spokane Transit Authority's August ballot initiative to renew a 0.2% sales tax for transit service funding and noting the Spokane City Council's support of the initiative.

What impacts would the proposal have on historically excluded communities?

Maintaining public transportation funding ensures everyone, including those from historically excluded communities, can access transportation safely and with routes that serve the places they need to travel.

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

STA must abide by Title VI of the Civil Rights Act to receive federal funding.

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

Data shows that STA ridership has grown continuously post-COVID and that some areas of the city need further investment in transit infrastructure to serve our constituents.

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

The City of Spokane supports encouraging more residents to take the bus, reducing emissions, vehicle miles traveled, and traffic congestion and making our city a thriving community for people to work, start a family, and get around safely.

Council Subcommittee Review

Not applicable

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List

RESOLUTION 2026-0052

A resolution in support of Spokane Transit Authority Proposition No. 1 for Maintenance and Enhancement of Public Transportation Services, and supporting reauthorization of the 0.2% sales tax rate for the Authority to provide public transportation services.

WHEREAS, on November 8, 2016, eligible Spokane County voters approved Spokane Transit Proposition 1, authorizing a 0.2% sales tax increase to maintain, improve, and expand public transit in STA's service area; and

WHEREAS, the November 2016 Proposition 1 had a sunset clause that would end the sales tax increase unless renewed by voters before the end of 2028; and

WHEREAS, the Spokane Transit Authority Board of Directors approved a new ballot proposition to renew the 0.2% sales and use tax authorization for the August 4, 2026 Primary ballot; and

WHEREAS, the City of Spokane is supportive of maintaining quality public transportation services for residents; and

WHEREAS, the City of Spokane is supportive of expanding public transit services to reach more residents more often; and

WHEREAS, on December 19, 2024, the STA Board of Directors adopted Connect 2035 after two years of community meetings and feedback; and

WHEREAS, Connect 2035 is STA's strategic 10-year investment plan for expanding and improving public transit in our region; and

WHEREAS, maintaining current STA funding ensures the delivery of Connect 2035 projects, including the "Opportunity Fare" low-income bus fare pilot program, transit safety ambassadors, mobility-on-demand, a clean energy campus, and Division Street Bus Rapid Transit; and

WHEREAS, committing to continue ongoing local funding is critical to securing federal grants of over $80 million to fund construction of Division Street Bus Rapid Transit; and

WHEREAS, investment of over $80 million will create construction jobs and add an economic multiplier effect worth up to $400 million into our local economy; and

WHEREAS, the Division Street Bus Rapid Transit is crucial to the future development and land use patterns of the City of Spokane, adopted through the Comprehensive Plan updates; and

WHEREAS, funding fast and frequent public transit supports the goals of the City of Spokane for a safer, cleaner, more economically competitive, and more resilient place to live, work, visit, and play.

THEREFORE, BE IT RESOLVED, the City of Spokane supports Spokane Transit Authority Proposition No. 1 for Maintenance and Enhancement of Public Transportation Services, and further supports reauthorization of the 0.2% sales tax rate for the Authority to provide public transportation services, as appearing on the August primary ballot.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/3/2026		
Clerk's File #	ORD C36892		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	SDIXIT KKLITZKE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	1% FOR PUBLIC ART PROGRAM UPDATE ORDINANCE		

Agenda Wording

An ordinance expanding and strengthening the 1% for Public Art Program; amending Sections 04.05.050, 07.06.430, and 07.08.106; repealing Sections 07.06.410 and 07.06.420; and adopting a new Section 07.06.425 of the Spokane Municipal Code.

Summary (Background)

This ordinance strengthens the City of Spokane's existing 1% for Public Art Program by integrating it into the Citywide Capital Improvement Program, clarifying eligible projects, and providing flexibility to the Public Art Fund to support new public art projects and support the maintenance of the City's existing public art inventory.

What impacts would the proposal have on historically excluded communities?

This ordinance strengthens the City's 1% for Public Art Program, which provides opportunities to local artists to design and produce art on public projects.

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

The Arts, Culture, and Historic Preservation may report and publish data on the artists selected to design, produce, or maintain art through the 1% for Public Art Program.

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

This ordinance reflects the City's evaluation of the existing program and opportunities to strengthen the program. The City's Arts, Culture, and Historic Preservation Department along with the Arts Commission, will evaluate the updates to this program to ensure the goals of the ordinance were achieved, including the expansion of public art opportunities to local artists and investments in maintenance of our existing inventory.

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

Comprehensive Plan Goal SH 3 | Arts and Cultural Enrichment Comprehensive Plan Policy SH 3.1 | Support for the Arts Comprehensive Plan Policy SH 3.7 | Support Local Artists Comprehensive Plan Policy N 2.5 | Neighborhood Arts Comprehensive Plan Policy N 6.4 | Maintenance of City Property Downtown Plan ACH2 | Bring arts and culture into the public realm Downtown, and develop an Arts Plan to support arts and cultural uses with a focus on Downtown.

Council Subcommittee Review

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

Narrative

The 1% for Public Art Program is funded through the transfer of 1% for the value of an executed construction contract on qualifying capital improvement projects. The 1% shall not apply to contract amendments, change orders, or administrative reserves.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

ORDINANCE NO. C36892

An ordinance expanding and strengthening the 1% for Public Art Program; amending Sections 04.05.050, 07.06.430, and 07.08.106; repealing Sections 07.06.410 and 07.06.420; and adopting a new Section 07.06.425 of the Spokane Municipal Code.

WHEREAS, the City of Spokane's Comprehensive Plan establishes a goal of supporting community image and identity through the arts and accessible arts activities; and

WHEREAS, the City of Spokane's Comprehensive Plan Policy SH 3.1 – *Support for the Arts* calls for the City to "Encourage public and private participation in and support of arts and cultural events in recognition of their contribution to the physical, mental, social, and economic well-being of the community."; and

WHEREAS, the City of Spokane's Comprehensive Plan Policy SH 3.7 – *Support Local Artists* calls for the City to "Solicit local artists to design or produce functional and decorative elements for the public realm, whenever possible."; and

WHEREAS, City of Spokane's Comprehensive Plan Policy N 2.5 – *Neighborhood Arts* calls for the City to "Devote space in all neighborhoods for public art, including sculptures, murals, special sites, and facilities."; and

WHEREAS, City of Spokane's Comprehensive Plan Policy N 6.4 – *Maintenance of City Property* calls for the City to "Ensure that city land, property, and infrastructure within neighborhoods are adequately maintained to protect the public health, safety, and welfare."; and

WHEREAS, this ordinance strengthens the City of Spokane's 1% for Public Art Program by integrating it into the Citywide Capital Improvement Program, clarifying eligible projects, and providing flexibility to the Public Art Fund for new public art projects and the maintenance of the City's existing public art inventory.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.05.050 of the Spokane Municipal Code is hereby repealed.

Section 2. That Section 07.06.410 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.410 <u>Public Art</u> Definitions

((~~A. "Art" is visual art as defined in SMC 4.05.070.~~

~~B. "Construction project" is a capital project, at a cost in excess of twenty-five thousand dollars, paid for wholly or in part by the City to construct or remodel any building or permanent structure; except that the art funding requirement of SMC 7.06.420 does not apply to any construction project:~~

~~1. for streets, sidewalks or alleys;~~

~~2. funded by local improvement district assessments;~~

~~3. under the authority of the park board.~~

~~C. "Eligible fund" is any source of payment of a construction project of which an expenditure for art is not prohibited. In the case of proprietary utility funds or other restricted funding sources, moneys may only be spent on purposes or projects with a close nexus to the utility or restricted fund's primary utility or other restricted purpose~~))

Term	Definition
Art	Art for purposes of the 1% for Public Art program is visual art as defined in SMC 4.05.070.
Eligible Fund	An Eligible Fund is any source of payment of a qualifying capital improvement project for which an expenditure for art is not prohibited. In the case of enterprise funds or other restricted funding sources, funds shall only be spent on purposes or qualifying capital improvement projects with a close nexus to the enterprise or restricted fund's primary utility or other restricted purpose.
Qualifying Capital Improvement Project	A Qualifying Capital Improvement Project is a project in the Six-Year Citywide Capital Improvement Program, at an estimated cost of one hundred thousand dollars or more, paid for wholly or in part by the City to construct or remodel any publicly accessible building or permanent infrastructure. The 1% for Public Art Program requirement established through SMC 07.06.425 applies to projects where a majority of the project is funded through an eligible fund and does not apply to any

	of the following capital improvement projects: • for streets, sidewalks, or alleys unless authorized by the City Council through resolution or ordinance; • funded by local improvement district assessments; • under the authority of the Park Board; • under the authority of the Spokane Public Library Board of Trustees; • for studies, reports, or routine or emergency maintenance or repair; or • for the purchase, update, upgrade, or replacement of equipment, vehicles, software, or building or mechanical systems. The City Administrator or their designee shall have final determination as to whether a capital improvement qualifies for the 1% for Public Art Program.

Section 3. That Section 07.06.420 of the Spokane Municipal Code is hereby repealed.

Section 4. That there is adopted a new Section 07.06.425 of the Spokane Municipal Code to read as follows:

Section 07.06.425 1% for Public Art Program

A. Beginning in the 2027-2032 Citywide Capital Improvement Program, all new qualifying capital improvement projects, as defined in SMC 07.06.410, shall include one percent (1%) of the estimated project cost for the acquisition, installation, and maintenance of works of art. The equivalent of one percent (1%) of the executed construction contract of the qualifying capital improvement project

shall be transferred to the Public Art Project Fund for purposes authorized in SMC 7.08.106 upon the execution of the project. The one percent (1%) shall not apply to contract amendments, change orders, or the qualifying capital improvement project's administrative reserves.

B. Nothing shall preclude a requesting department from incorporating works of art into capital improvement projects approved prior to the adoption of the 2027-2032 Citywide Capital Improvement Program.

C. The execution and placement of art projects supported by funds transferred to the Public Art Project Fund is led by the Arts, Culture, and Historic Preservation Department in consultation with the Spokane Arts Commission and the department leading the qualifying capital improvement project, where applicable.

D. Transfer of funds to the Public Art Project Fund remains subject to any restrictions or requirements applicable to uses of the funds in contract or law, such as applicable requirements as may arise under RCW 43.09.210 or from funding or grant sources. The department that originated the qualifying capital improvement project may also propose additional restrictions.

E. The Arts, Culture, and Historic Preservation Department, in consultation with the Spokane Arts Commission, shall develop criteria for use of or access to funds transferred to the Public Art Project Fund. The criteria for the selection of art funded through the Public Art Project Fund shall include, but are not limited to:

    1. accessibility of the work to the community (e.g., placement in parks, publicly accessible corridors, community gathering places, and public buildings or other zones of public interaction);

    2. compatibility with the Comprehensive Plan, Downtown Plan, and other neighborhood plans; and

    3. art proposed to be placed in City parks shall further be subject to approval of the Park Board.

    4. art in libraries shall further be subject to approval of the Spokane Public Library Board of Trustees.

    5. the Arts, Culture, and Historic Preservation Department may also consider the advice of other jurisdictional bodies such as neighborhood councils, Landmarks Commission, business improvement district ratepayer advisory boards, or similar bodies exercising oversight or advisory over affected areas.

F. All selection and placement of art shall be subject to the judgment and discretion of the Spokane Arts Commission in consultation with the Arts, Culture, and Historic Preservation Department and the department leading the qualifying capital improvement project.

Section 5. That Section 07.06.430 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.430 Spokane Arts Commission

The Spokane Arts Commission coordinates the selection, placement, and other planning and design factors of ((~~municipal~~)) public art projects in accordance with the ((~~overall Municipal Arts Plan as provided in SMC 4.05.050~~ public art selection procedures.

Section 6. That Section 07.08.106 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.106 ((~~Municipal Arts~~)) Public Art Project Fund

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

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

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

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

Section 7. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 8. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Memorandum

Office of the Mayor

DATE: June 8, 2026

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

TO: Councilmember Kitty Klitzke, Chair, PIES Committee
& Councilmember Sarah Dixit, Council Liaison, Arts Commission

RE: 1% for Public Art Ordinance

Executive Summary – 1% for Public Art Ordinance

I. **Background**:

1% for Public Art

Like many cities across Washington and the United States, the City of Spokane has a 1% for public art program on qualifying public works projects. The City's 1% for public art program was adopted in 1982, but the program has not been substantively updated since 2004. The existing municipal code lacks clarity on the projects that qualify under the statute and lacks integration with the City's Capital Improvement Program. Additionally, the administrative policy that guides public art selection procedures is out of date and does not reflect the City's procurement processes and requirements.

This draft ordinance revives and strengthens this program by integrating it into the Citywide Capital Improvement Program, clarifying eligible projects, and providing flexibility for the Public Art Fund through new public art projects and the maintenance of the City's existing public art inventory. This proposed ordinance was unanimously recommended by the Arts Commission to move forward to the City Council for consideration.

II. **Policy Recommendation:**

Proposed Ordinance Table of Contents

Section 1. Repeals SMC Section 04.05.050 (Municipal Arts Plan)

DRAFT

Section 2: Amends SMC Section 07.06.410 (Definitions)
Section 3. Repeals SMC Section 07.06.420 (Funding Works of Art)
Section 4. New SMC Section 07.06.425 (1% for Public Art Program)
Section 5. Amends SMC Section 07.06.430 (Spokane Arts Commission)
Section 6. Amends SMC Section 07.08.106 (Public Art Project Fund)
Section 7. Severability
Section 8. Clerical Errors

Section 1. Repeals SMC Section 04.05.050 (Municipal Arts Plan)

- The term "municipal arts plan" refers to the administrative procurement procedures utilized by the Arts Commission and City for selecting public art on qualifying capital improvement projects under the 1% for Public Art Program. The term "Municipal Arts Plan" is being replaced with "Public Art Selection Procedures" in the updated administrative policy.

- This section is repealed and updated in SMC 07.06.430.

Section 2. Amends SMC Section 07.06.410 (Definitions)

- This section replaces the existing definition of "Construction project" with "Qualifying Capital Improvement Project". This definition changes the qualifying project from a "cost in excess of $25,000" to a project "in the Six-Year Citywide Capital Improvement Program at an estimated cost of one hundred thousand dollars or more." This threshold adjustment reflects the changes in the cost of capital improvements since originally adopted in 1982.

- This section clarifies that the 1% for Public Art Program applies where a majority of the project is funded through an eligible fund. An eligible fund means any source of payment where an expenditure for public art is not prohibited. For example, enterprise/utility funds require a nexus to the primary purpose or utility. Public art may not qualify as an eligible expenditure through these funds. The section provides clear examples of ineligible projects, including studies, reports, emergency maintenance/repairs, and projects under the control of the Park Board or Library Board of Trustees.

- The current code prohibits the 1% for Public Art Program on street, sidewalk, and alley projects. This updated section softens the language by providing that the 1% for Public Art Program may apply to street, sidewalk, and alley projects when approved by the City Council by resolution or ordinance. In practice, the City Council has done this

procedurally through asphalt art projects.

Asphalt mural at the intersection of 25th and Monroe in the Manito-Cannon Hill neighborhood

Section 3. Repeals SMC Section 07.06.420 (Funding Works of Art)

- This code section is repealed and replaced with SMC 07.06.425

Section 4. New SMC Section 07.06.425 (1% for Public Art Program)

- This new code section establishes the process for qualifying capital improvement projects in the 1% for Public Art Program.

- Starting in the 2027-2032 Citywide Capital Improvement Program, all new projects that qualify for the 1% for Public Art Program will include 1% of the estimated construction cost of the project for public art. When that project comes before the City Council for execution of the construction contract, the equivalent of 1% of the contract amount will be transferred to the Public Art Project Fund. The 1% does not apply to contract amendments, change orders, or administrative reserves.

- The Arts, Culture, and Historic Preservation Department, Arts Commission, and the department leading the qualifying project will lead the process of incorporating art into the project. Importantly, the 1% transfer to the Public Art Project Fund may be used for an art project with a nexus to the qualifying capital improvement project or a separate art project. The 1% may also be used for maintenance and repair of the City's existing public art inventory.

- Art projects are selected by the Arts Commission in coordination with the Arts, Culture, and Historic Preservation Department and the department leading the qualifying capital improvement project, where applicable.

Section 5. Amends SMC Section 07.06.430 (Spokane Arts Commission)

- Replaces reference of "municipal arts plan" with "public art selection procedures"

Section 6. Amends SMC Section 07.08.106 (Public Art Project Fund)

- Changes the name of the fund from the "Municipal Arts Project Fund" to the "Public Art Project Fund."

- Changes the name of the Arts Department to the Arts, Culture, and Historic Preservation Department

Section 7. Severability

- Standard severability language

Section 8. Clerical Errors

- Standard clerical errors language.

III. Guiding Plans and Documents

Comprehensive Plan Goal SH 3 | Arts and Cultural Enrichment

Comprehensive Plan Policy SH 3.1 | Support for the Arts

Comprehensive Plan Policy SH 3.7 | Support Local Artists

Comprehensive Plan Policy N 2.5 | Neighborhood Arts

Comprehensive Plan Policy N 6.4 | Maintenance of City Property

Downtown Plan ACH2 | Bring arts and culture into the public realm Downtown, and develop an Arts Plan to support arts and cultural uses with a focus on Downtown.

ORD C36892 (DIXIT AMENDMENT) (7-2-2026)

PURPOSE OF AMENDMENT: This amendment corrects formatting and other technical errors in the original ordinance.

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO. C36892

An ordinance expanding and strengthening the 1% for Public Art Program; amending Sections 07.06.410, 07.06.430, and 07.08.106; repealing Sections 04.05.050 and 07.06.420; and adopting a new Section 07.06.425 of the Spokane Municipal Code.

WHEREAS, the City of Spokane's Comprehensive Plan establishes a goal of supporting community image and identity through the arts and accessible arts activities; and

WHEREAS, the City of Spokane's Comprehensive Plan Policy SH 3.1 – *Support for the Arts* calls for the City to "Encourage public and private participation in and support of arts and cultural events in recognition of their contribution to the physical, mental, social, and economic well-being of the community."; and

WHEREAS, the City of Spokane's Comprehensive Plan Policy SH 3.7 – *Support Local Artists* calls for the City to "Solicit local artists to design or produce functional and decorative elements for the public realm, whenever possible."; and

WHEREAS, City of Spokane's Comprehensive Plan Policy N 2.5 – *Neighborhood Arts* calls for the City to "Devote space in all neighborhoods for public art, including sculptures, murals, special sites, and facilities."; and

WHEREAS, City of Spokane's Comprehensive Plan Policy N 6.4 – *Maintenance of City Property* calls for the City to "Ensure that city land, property, and infrastructure within neighborhoods are adequately maintained to protect the public health, safety, and welfare."; and

WHEREAS, this ordinance strengthens the City of Spokane's 1% for Public Art Program by integrating it into the Citywide Capital Improvement Program, clarifying eligible projects, and providing flexibility to the Public Art Fund for new public art projects and the maintenance of the City's existing public art inventory.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.05.050 of the Spokane Municipal Code is hereby repealed.

Section 2. That Section 07.06.410 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.410 Public Art Definitions

((~~A. "Art" is visual art as defined in SMC 4.05.070.~~

~~B. "Construction project" is a capital project, at a cost in excess of twenty-five thousand dollars, paid for wholly or in part by the City to construct or remodel any building or permanent structure; except that the art funding requirement of SMC 7.06.420 does not apply to any construction project:~~

~~1. for streets, sidewalks or alleys;~~

~~2. funded by local improvement district assessments;~~

~~3. under the authority of the park board.~~

~~C. "Eligible fund" is any source of payment of a construction project of which an expenditure for art is not prohibited. In the case of proprietary utility funds or other restricted funding sources, moneys may only be spent on purposes or projects with a close nexus to the utility or restricted fund's primary utility or other restricted purpose~~))

Term	Definition
Art	Art for purposes of the 1% for Public Art program is visual art as defined in SMC 4.05.070.
Eligible Fund	An Eligible Fund is any source of payment of a qualifying capital improvement project for which an expenditure for art is not prohibited. In the case of enterprise funds or other restricted funding sources, funds shall only be spent on purposes or qualifying capital improvement projects with a close nexus to the enterprise or restricted fund's primary utility or other restricted purpose.
Qualifying Capital Improvement Project	A Qualifying Capital Improvement Project is a project in the Six-Year Citywide Capital Improvement Program, at an estimated cost of one hundred thousand dollars or more, paid for wholly or in part by the City to construct or remodel any

	publicly accessible building or permanent infrastructure. The 1% for Public Art Program requirement established through SMC 07.06.425 applies to projects where a majority of the project is funded through an eligible fund and does not apply to any of the following capital improvement projects: • for streets, sidewalks, or alleys unless authorized by the City Council through resolution or ordinance; • funded by local improvement district assessments; • under the authority of the Park Board; • under the authority of the Spokane Public Library Board of Trustees; • for studies, reports, or routine or emergency maintenance or repair; or • for the purchase, update, upgrade, or replacement of equipment, vehicles, software, or building or mechanical systems. The City Administrator or their designee shall have final determination as to whether a capital improvement qualifies for the 1% for Public Art Program consistent with the definitions in this section.

Section 3. That Section 07.06.420 of the Spokane Municipal Code is hereby repealed.

Section 4. That there is adopted a new Section 07.06.425 of the Spokane Municipal Code to read as follows:

Section 07.06.425 1% for Public Art Program

A. Beginning in the 2027-2032 Citywide Capital Improvement Program, all new qualifying capital improvement projects, as defined in SMC 07.06.410, shall include one percent (1%) of the estimated project cost for the acquisition, installation, and maintenance of works of art. The equivalent of one percent (1%) of the executed construction contract of the qualifying capital improvement project shall be transferred to the Public Art Project Fund for purposes authorized in SMC 7.08.106 upon the execution of the project. The one percent (1%) shall not apply to contract amendments, change orders, or the qualifying capital improvement project's administrative reserves.

B. Nothing shall preclude a requesting department from incorporating works of art into capital improvement projects approved prior to the adoption of the 2027-2032 Citywide Capital Improvement Program.

C. The execution and placement of art projects supported by funds transferred to the Public Art Project Fund is led by the Arts, Culture, and Historic Preservation Department in consultation with the Spokane Arts Commission and the department leading the qualifying capital improvement project, where applicable.

D. Transfer of funds to the Public Art Project Fund remains subject to any restrictions or requirements applicable to uses of the funds in contract or law, such as applicable requirements as may arise under RCW 43.09.210 or from funding or grant sources. The department that originated the qualifying capital improvement project may also propose additional restrictions.

E. The Arts, Culture, and Historic Preservation Department, in consultation with the Spokane Arts Commission, shall develop criteria for use of or access to funds transferred to the Public Art Project Fund. The criteria for the selection of art funded through the Public Art Project Fund shall include, but are not limited to:

    1. accessibility of the work to the community (e.g., placement in parks, publicly accessible corridors, community gathering places, and public buildings or other zones of public interaction);

    2. compatibility with the Comprehensive Plan, Downtown Plan, and other neighborhood plans; and

    3. art proposed to be placed in City parks shall further be subject to approval of the Park Board.

    4. art in libraries shall further be subject to approval of the Spokane Public Library Board of Trustees.

5. the Arts, Culture, and Historic Preservation Department may also consider the advice of other jurisdictional bodies such as neighborhood councils, Landmarks Commission, business improvement district ratepayer advisory boards, or similar bodies exercising oversight or advisory over affected areas.

F. All selection and placement of art shall be subject to the judgment and discretion of the Spokane Arts Commission in consultation with the Arts, Culture, and Historic Preservation Department and the department leading the qualifying capital improvement project.

Section 5. That Section 07.06.430 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.430 Spokane Arts Commission

The Spokane Arts Commission coordinates the selection, placement, and other planning and design factors of ((~~municipal~~)) public art projects in accordance with the ((~~overall Municipal Arts Plan as provided in SMC 4.05.050~~ public art selection procedures.

Section 6. That Section 07.08.106 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.106 ((~~Municipal Arts~~)) Public Art Project Fund

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

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

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

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

Section 7. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 8. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** PIES **Date:** 06/08/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	6/4/2026
		Clerk's File #	ORD C36901
		Cross Ref #	
Council Meeting Date: 07/22/2026		**Project #**	
Submitting Dept	TRANSPORTATION &	**Bid #**	
Contact Name/Phone	JON SNYDER 6779	**Requisition #**	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SHARED STREETS ORDINANCE		

Agenda Wording

An ordinance relating to designated shared streets; adopting a new Section 12.08.070 to the Spokane Municipal Code.

Summary (Background)

RCW 46.61.197 gives cities the authority to designate a shared street on a nonarterial highway. The City's Comprehensive Plan calls for the City to "build great streetscapes and activate public spaces in the right-of-way to promote economic vitality and a sense of place". The Spokane Downtown Plan calls for the City to "improve and activate the streetscape and public realm". The City seeks to identify and designate certain segments of streets where vehicular traffic shall yield the right-of-way to any pedestrian, bicyclist, or operator of a micromobility device on the shared street; and a bicyclist or operator of a micromobility device shall yield the right-of-way to any pedestrian on a shared street. RCW 46.61.415 gives local authorities the ability to establish a maximum speed limit of 10 miles per hour on a shared street as defined in RCW 46.61.197 which does not need to be determined on the basis of an engineering and traffic investigation if other procedures are adopted for establishment.

What impacts would the proposal have on historically excluded communities?

The purpose of this ordinance is to promote economic vitality and a sense of place for all in our community by identifying and designating certain segments of streets where vehicular traffic yield the right-of-way to any pedestrian, bicyclist, or operator of a micromobility device on the shared street; and a bicyclist or operator of a micromobility device.

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

An annual report, as required by RCW 46.61.197 will be prepared by the Director of Transportation and Sustainability and posted online as a part of the Transportation Commission's annual report.

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

An annual report, as required by RCW 46.61.197 will be prepared by the Director of Transportation and Sustainability and posted online as a part of the Transportation Commission's annual report.

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

Comprehensive Plan Downtown Plan

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36901

An ordinance relating to designated shared streets; adopting a new Section 12.08.070 to the Spokane Municipal Code.

WHEREAS, RCW 46.61.197 gives cities the authority to designate a shared street on a nonarterial highway;

WHEREAS, the City's Comprehensive Plan calls for the City to "build great streetscapes and activate public spaces in the right-of-way to promote economic vitality and a sense of place"; and

WHEREAS, the Spokane Downtown Plan calls for the City to "improve and activate the streetscape and public realm"; and

WHEREAS, the City seeks to identify and designate certain segments of streets where vehicular traffic shall yield the right-of-way to any pedestrian, bicyclist, or operator of a micromobility device on the shared street; and a bicyclist or operator of a micromobility device shall yield the right-of-way to any pedestrian on a shared street; and

WHEREAS, RCW 46.61.415 gives local authorities the ability to establish a maximum speed limit of 10 miles per hour on a shared street as defined in RCW 46.61.197 which does not need to be determined on the basis of an engineering and traffic investigation if other procedures are adopted for establishment;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Section 12.08.070 of the Spokane Municipal Code to read as follows:

Section 12.08.070 Procedures for Designating Shared Streets Including Speed Limit

A. Shared Streets shall meet the criteria listed in 12.08.071 prior to designation, or within 60 days of designation if some elements in 12.08.071.C are yet to be installed.

B. After an engineering review from the Director of Transportation and Sustainability and recommendation from the Transportation Commission, the City Council may designate a shared street.

C. The 10 MPH speed limit sign, and signage requiring vehicles yield to pedestrians, shall not be posted until the required elements listed in 12.08.071.C are installed, and a defined entrance or entrances are determined.

Section 2. That there is adopted a new Section 12.08.071 of the Spokane Municipal Code to read as follows:

Section 12.08.071 Qualifications for Shared Streets

A. Street segments identified on the Official Arterial Street Map in SMC 12.08.040 may not be designated as Shared Streets.

B. Street segments are eligible when traffic volume is low, when bicycle and pedestrian volumes after shared street installation will exceed vehicle volume or is expected to reveal significant latent demand for active transportation use, the street makes an important bicycle and pedestrian connection, the need for delivery access and parking is minimal, the segment is less than two blocks in length and the unobstructed travel width is less than twenty-four feet. Bumpout style parking lanes are not included in the travel lane width.

C. At least four of the following features shall be installed prior to designation as a shared street – textured pavement, flush or no curbs, pinch points allowing one-way traffic, a defined entrance with signage, pedestrian level illumination, planters/trees/street furniture placed to create protected zones for pedestrians, or a dead-end street with a non-motorized connection at the end.

D. On-street lane striping is not allowed on a designated Shared Street.

E. Shared Streets on transit routes are only eligible with Spokane Transit Authority approval.

Section 3. That there is adopted a new Section 12.08.072 of the Spokane Municipal Code to read as follows:

Section 12.08.072 Shared Streets Speed Limit

It shall be unlawful for the operator of any vehicle to operate the same at a speed in excess of ten miles per hour on a shared street when such street is fully posted with speed limit signs.

Section 4. That there is adopted a new Section 12.08.073 of the Spokane Municipal Code to read as follows:

Section 12.08.073 Shared Streets Yield of right-of-way

Vehicular traffic shall yield the right-of-way to any pedestrian, bicyclist, or operator of a micromobility device on a shared street; and a bicyclist or operator of a micromobility device shall yield the right-of-way to any pedestrian on a shared street. Signs requiring vehicles to yield to pedestrians shall include symbols in addition to words.

Section 5. That there is adopted a new Section 12.08.074 of the Spokane Municipal Code to read as follows:

Section 12.08.074 Shared Streets Designated

A. The following streets are designated as Shared Streets.

Street	Segment
Wall Street	From Main Avenue to Spokane Falls Boulevard

Section 6. Annual Report. An annual report, as required by RCW 46.61.197 will be prepared by the Director of Transportation and Sustainability and posted online as a part of the Transportation Commission's annual report.

Section 7. Severability Clause and Clerical Errors. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this ordinance. The City Clerk has the authority to correct clerical or typographical errors and to make technical or editorial changes, such as recodifying or renumbering (including re-lettering) provisions of the Code as necessary.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

ORD C36901 (DIXIT AMENDMENT) (07-02-26)

PURPOSE OF AMENDMENT: If adopted, this amendment (1) corrects the title of the ordinance to properly reflect all new sections of SMC created by the ordinance, and (2) corrects Section 6 regarding the annual report so that it appears in the municipal code.

1. **Strike the title of the ordinance and substitute the following in its place:**

   An ordinance relating to designated shared streets; adopting new Sections 12.08.070 through 12.08.075 of the Spokane Municipal Code.

2. **Strike Section 6 of the ordinance and substitute the following in its place:**

   Section 6. That there is adopted a new Section 12.08.075 of the Spokane Municipal Code to read as follows:

   Section 12.08.075 Annual Report

   An annual report, as required by RCW 46.61.197 will be prepared by the Director of Transportation and Sustainability and posted online as a part of the Transportation Commission's annual report.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/10/2026		
Clerk's File #	ORD C36900		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	DAWN 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON SDIXIT		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AUTHORIZING THE RESIDENTIAL RENTAL PROPERTY MITIGATION FUND TO		

Agenda Wording

An ordinance authorizing the Residential Rental Property Mitigation Fund to support the City's eviction prevention program; amending Section 07.08.157 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends the provisions in the Residential Rental Mitigation Fund to clearly allow for direction of those funds to support the eviction prevention program established in Ordinance C36808

What impacts would the proposal have on historically excluded communities?

This ordinance supports the Pathways to Eviction Prevention ordinance adopted by the City Council, which intends to facilitate dispute resolution between landlords and tenants through the application of rental assistance. This program encourages joint problem-solving between tenant and landlord.

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

Data may be collected by both the City and any grantees implementing the Pathways to Eviction Program.

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

Data may be collected by both the City and any grantees implementing the Pathways to Eviction Program.

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

Ordinance C36808, now codified as Section 10.57.210.

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

ORDINANCE NO. C36900

An ordinance authorizing the Residential Rental Property Mitigation Fund to support the City's eviction prevention program; amending Section 07.08.157 of the Spokane Municipal Code.

WHEREAS, on February 2, 2026, the City Council adopted Ordinance C36808, establishing eviction prevention resources for tenants and landlords; and

WHEREAS, Ordinance C36808, now codified as Section 10.57.210 of the Spokane Municipal Code, directed the City's Division of Housing and Human Services to commence "operation of a pre-filing residential eviction prevention program to facilitate dispute resolution between landlords and tenants through application of rental assistance funds to implement the requirements of this ordinance;" and to further establish a "list of city managed eviction prevention programs and state-funded organizations providing pre-eviction direct legal services" for the benefit of landlords and tenants; and.

WHEREAS, the City's Division of Housing and Human Services has fulfilled its obligations under SMC 10.57.210, effective June 1, 2026, and has since identified funding sources suitable to support the eviction prevention program, including funds generated for the Residential Rental Mitigation Fund set forth in SMC 07.08.157; and

WHEREAS, the City Council desires to amend the provisions in the Residential Rental Mitigation Fund to clearly allow for direction of those funds to support the eviction prevention program established in Ordinance C36808;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.157 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.157 Residential Rental Property <u>Eviction Prevention and</u> Mitigation Fund

A. There is established a special revenue fund entitled the "residential rental property <u>eviction prevention and</u> mitigation fund" into which shall be paid 10% of fees from business ((~~registration~~)) <u>registrations</u> that have at least one listed residential rental property.

B. As provided in the ((~~annual~~)) <u>adopted</u> budget, the "residential rental property <u>eviction prevention and</u> mitigation fund" is appropriated to <u>support the eviction prevention program authorized under SMC 10.57.210. The "residential rental property eviction prevention and mitigation fund may also</u> provide for payment of repairs of residential rental properties that are damaged during a tenancy where a government or nonprofit operated program, that provides housing support to low income individuals, referred the tenant to the landlord or provided a portion of their

rent or damage deposit, and where damage occurs through no fault of the landlord. as established by SMC 10.57.080. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City, including an initial investment of startup money.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	ORD C36899		
Cross Ref #	ORD C36664		
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6585	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	LTGO REFUNDING BOND		

Agenda Wording

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $53,000,000 OF THE CITY'S LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, TO PROVIDE MONEY TO DEFEASE AND/OR REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015.

Summary (Background)

2025 ORD C36664, authorizing the CFO to refinance the existing LTGO Bonds, expired on 4/21/2026 unexercised because the market conditions were not right. This ordinance extends the authorization of issuance and sale of the City's LTGO Bonds in an amount not to exceed $53 million.

What impacts would the proposal have on historically excluded communities?

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

Council Subcommittee Review

N/A

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

Narrative

Taking advantage of the lower interest rate environment by refinancing all or some of the existing bonds, ultimately lowers debt service payments.

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

Funding Source	One-Time
Funding Source Type	Reallocation

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

Expense Occurrence	One-Time

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

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

Distribution List	
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jlipps@spokanecity.org	cbaird@spokanecity.org
rrobertson@spokanecity.org	kbustos@spokanecity.org

CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2026

ORDINANCE NO. C36899

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $53,000,000 OF THE CITY'S LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, TO PROVIDE MONEY TO DEFEASE AND/OR REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015; PROVIDING FOR THE CALL, DEFEASANCE, PAYMENT AND REDEMPTION OF THE REFUNDED BONDS; PROVIDING FOR THE OPTION OF SELLING THE BONDS BY COMPETITIVE OR NEGOTIATED SALE; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE AND TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DESIGNATING A FISCAL AGENT; PLEDGING THE CITY'S FULL FAITH, CREDIT AND RESOURCES TO THE PAYMENT OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; COVENANTING TO COMPLY WITH CERTAIN FEDERAL TAX AND SECURITIES LAWS; DELEGATING CERTAIN ACTIONS IN CONNECTION WITH THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Passed: July 22, 2026

Prepared by:

KUTAK ROCK LLP
Spokane, Washington

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Exhibit "A": Form of Bond
Exhibit "B": Form of Escrow Agreement
Exhibit "C": Continuing Disclosure Undertaking

ORDINANCE NO. C36899

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $53,000,000 OF THE CITY'S LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, TO PROVIDE MONEY TO DEFEASE AND/OR REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015; PROVIDING FOR THE CALL, DEFEASANCE, PAYMENT AND REDEMPTION OF THE REFUNDED BONDS; PROVIDING FOR THE OPTION OF SELLING THE BONDS BY COMPETITIVE OR NEGOTIATED SALE; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE AND TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DESIGNATING A FISCAL AGENT; PLEDGING THE CITY'S FULL FAITH, CREDIT AND RESOURCES TO THE PAYMENT OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; COVENANTING TO COMPLY WITH CERTAIN FEDERAL TAX AND SECURITIES LAWS; DELEGATING CERTAIN ACTIONS IN CONNECTION WITH THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the City of Spokane, Washington (the "**City**") is a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**") and the Charter of the City; and

WHEREAS, the City is authorized and empowered by chapters 35.22, 39.36, 39.46 and 39.53 RCW to sell, issue and deliver its limited tax general obligation refunding bonds to refund all or a portion of its outstanding limited tax general obligation bonds; and

WHEREAS, the City now has outstanding its Limited Tax General Obligation Refunding Bonds, Series 2015, issued on February 11, 2015, pursuant to Ordinance No. C35219, passed by the City Council of the City (the "**Council**") on January 12, 2015 (the "**2015 Bond Ordinance**"), in the original aggregate principal amount of $48,305,000 (the "**2015 Bonds**"), which remain outstanding as follows:

Outstanding 2015 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2027	$4,050,000	3.000%	849067 T52
2028	4,530,000	3.500	849067 T60
2029	5,055,000	4.000	849067 T78
2030	5,640,000	4.000	849067 T86
2031	6,265,000	4.000	849067 T94
2032	6,935,000	3.000	849067 U27

2033	7,570,000	3.125	849067 U35
2034	8,260,000	3.100	849067 U43

; and

WHEREAS, the 2015 Bonds maturing on and after December 1, 2027 are callable for redemption at any time on and after December 1, 2024, at a price of par plus accrued interest to the date of redemption; and

WHEREAS, after due consideration, the Council has determined it will be financially advantageous to the City and result in a savings to the City's taxpayers to pay, defease, redeem and/or retire the all or portion of the outstanding 2015 Bonds maturing on and after December 1, 2027 (as more specifically defined herein, the "**Refunded Bonds**") through the issuance of Limited Tax General Obligation Refunding Bonds, Series 2026 (the "**Bonds**"); and

WHEREAS, the Bonds will not mature later than the Refunded Bonds would have matured; and

WHEREAS, the annual debt service requirements of the Bonds will not exceed the annual debt service requirements of the Refunded Bonds; and

WHEREAS, the Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the final principal amount of the Bonds, the date of the Bonds, denominations, the interest rates, the number of series, the series designation, the tax status of each series, payment dates, redemption provisions, minimum savings and maturity dates of the Bonds under such terms and conditions as are approved by this ordinance; and

WHEREAS, the Council is desirous of taking all reasonable actions to enable it to refund the Refunded Bonds in order to obtain maximum savings for the taxpayers of the City; and

WHEREAS, the Council has determined it to be in the best interest of the City to sell the Bonds at competitive sale or negotiated sale;

NOW, THEREFORE, THE CITY OF SPOKANE DOES HEREBY FURTHER FIND, DETERMINE AND ORDAIN as follows:

Section 1: Definitions

As used in this Ordinance, the following terms have the meanings provided in this Section 1.

Approved Bid means the winning bid submitted for a series of the Bonds if such series is sold by competitive sale, as selected by the Designated Representative.

Bond Fund means the City's "General Obligation Debt Service Fund" maintained pursuant to Section 9 of this Ordinance.

Bond Purchase Contract means the contract between the City and the Underwriter pertaining to the sale and delivery of the Bonds, if the Bonds are sold by negotiated sale (including a private placement), as more fully described in Section 4 of this Ordinance.

Bond Register means the registration records maintained by the Registrar on which shall appear the names and addresses of the Registered Owners.

Bonds means the bonds herein authorized, designated as "City of Spokane Limited Tax General Obligation Refunding Bonds, Series 2026," or such other designation as the Designated Representative shall determine.

Chief Financial Officer means the duly qualified, appointed and acting Chief Financial Officer of the City or any other officer who succeeds to the duties now delegated to that office.

City means the City of Spokane, a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington and the Charter of the City.

City Clerk means the Clerk of the City or other officer of the City who is the custodian of the records of the proceedings of the Council or her successor in functions, if any.

Code means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder.

Council means the City Council as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

Debt Service Account means the City's "LTGO 2026 Debt Service Account" referred to in Section 9 of this Ordinance.

Designated Representative means the Chief Financial Officer or the Director of Management and Budget.

Director of Management and Budget means the duly qualified, appointed and acting Director of Management and Budget of the City or any other officer who succeeds to the duties now delegated to that office.

DTC means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, which will act as securities depository for the Bonds.

Escrow Account means the City's "Limited Tax General Obligation Refunding Bonds, Series 2015 Escrow Account" which may be created by the Refunding Trustee to accomplish the defeasance and/or refunding of the Refunded Bonds.

Escrow Agreement means the agreement of that name by and between the City and the Refunding Trustee, which may be executed by the Designated Representative, if deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds.

Good Faith Deposit has the meaning ascribed thereto in Section 6 hereof.

Government Obligations means those obligations now or hereafter defined as such in Chapter 39.53 RCW.

Letter of Representations means the Blanket Issuer Letter of Representations from the City to DTC.

Mayor means the Mayor of the City or her successor in functions, if any.

Municipal Advisor means Northwest Municipal Advisors, Bellevue, Washington, the City's municipal advisor with respect to the issuance of the Bonds.

Official Notice of Sale means, if the Bonds are sold by competitive sale, the notice of bond sale to be submitted to potential bidders for the Bonds and authorized to be given in Section 4 of this Ordinance.

Ordinance means this Ordinance adopted by the Council on July 22, 2026, authorizing the sale, issuance and delivery of the Bonds.

Outstanding means, when used with reference to the Bonds, as of any particular date, all Bonds that have been issued, executed, authenticated and delivered except: (A) Bonds canceled because of payment or redemption prior to their stated dates of maturity; and (B) any Bond (or portion thereof) deemed to have been paid pursuant to Section 19 of this Ordinance.

Participants means those broker-dealers, banks and other financial institutions from time to time for which DTC holds the Bonds as securities depository.

Redemption Date means the date on which the Refunded Bonds will be redeemed, as selected by the Designated Representative.

Refunded Bonds means all or a portion of the 2015 Bonds maturing on and after December 1, 2027, as selected by the Designated Representative.

Refunding Trustee has the meaning ascribed thereto in Section 11 hereof.

Registered Owner means the person named as the registered owner of a Bond on the Bond Register.

Registrar means the Washington State Fiscal Agent, acting in the capacity as registrar, authenticating agent, paying agent and transfer agent of the Bonds, or its successors in functions, as now or hereafter designated.

Serial Bonds means any Bonds other than Term Bonds.

Term Bonds means the Bonds specifically designated as such in the Official Statement.

Treasurer means the Treasurer of the City, and any successor treasurer of the City in accordance with applicable law.

True Interest Cost means the yield that, when discounting all future principal and interest payments to the delivery date of the Bonds, produces a present value equal to the principal amount of the Bonds, less any Bond insurance policy premium, less the successful bidder's discount, plus any original issue premium, less any original issue discount, plus accrued interest.

Underwriter means the firm submitting the Approved Bid for the Bonds, or if it is determined that a negotiated sale (including a private placement) is in the best interest of the City, the underwriting firm or bank entering into the Bond Purchase Contract.

2015 Bond Ordinance means Ordinance No. C35219, passed by the Council on January 12, 2015.

2015 Bonds means the Limited Tax General Obligation Refunding Bonds, Series 2015, of the City issued February 11, 2015, and authorized by the 2015 Bond Ordinance.

Section 2: Interpretation

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

A. *Internal References.* All references in this Ordinance to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Ordinance. The words "herein," "hereof," "hereto," "hereby," "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision.

B. *Persons.* Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public boards, as well as natural persons.

C. *Headings.* Any headings preceding the texts of the several sections of this Ordinance and the table of contents, shall be solely for convenience of reference and shall not constitute a part of this Ordinance, nor shall they affect its meaning, construction or effect.

D. *Writing Requirement.* Every "notice," "certificate," "consent" or similar action hereunder by the City shall, unless the form thereof is specifically provided, be in writing signed by an authorized representative of the City.

E. *Time.* In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding."

F. *Redemption.* Words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

G. *Payment Terms.* References to the payment of the Bonds shall be deemed to include references to the payment of interest thereon.

H. *Gender.* Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words imparting the singular number shall include the plural numbers and vice versa, unless the context shall otherwise dictate.

Section 3: Purpose of the Bonds

The Bonds are being issued to provide money to pay, defease, redeem and/or retire the Refunded Bonds and to pay certain expenses incurred in connection with the issuance of the Bonds and the defeasance and/or refunding of the Refunded Bonds, all as set forth more specifically herein.

Section 4: Authorization of the Bonds

A. *General Terms.* Limited tax general obligation refunding bonds of the City, designated "City of Spokane Limited Tax General Obligation Refunding Bonds, Series 2026," are hereby authorized to be sold, issued and delivered pursuant to chapters 35.22, 39.36, 39.46 and 39.53 RCW, in the event that an Approved Bid for the Bonds is accepted, or a Bond Purchase Contract is executed if the Bonds are sold by negotiated sale (including a private placement), as provided in this Section 4. The Bonds shall be issued in the aggregate principal amount of not to exceed $53,000,000; shall be issued in fully registered form; shall be in the denomination of $5,000 each, or any integral multiple thereof within a single maturity; and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification. The Bonds shall be in substantially the form set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

B. *Competitive Sale.* The Designated Representative is authorized to cause the Official Notice of Sale for the Bonds to be prepared and published, and provide for such other matters pertaining to the competitive sale as deemed necessary or desirable. The Official Notice of Sale shall establish:

(1) that the True Interest Cost of the Bonds shall not exceed 4.00 percent;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95 percent nor more than 140 percent of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00 percent of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to accept the Approved Bid for the Bonds, which Approved Bid must state the rate or rates of interest the Bonds shall bear and any premium or discount the Bonds shall bear.

C. *Findings.* The Council hereby finds that the determinations made in this Ordinance are the determinations set forth in RCW 39.46.040; and as such, the Council has fully and properly authorized the sale, issuance and delivery of the Bonds.

D. *Negotiated Sale.* In the event the Designated Representative determines that it is in the best interest of the City and its taxpayers to sell the Bonds by negotiated sale (including a private placement), the Designated Representative, upon the approval of the Mayor, is hereby authorized to select a bank for placement, or an underwriter, and to enter into a Bond Purchase Contract as provided in this Section 4. The Bond Purchase Contract shall establish the following:

(1) the True Interest Cost of the Bonds, which shall not exceed 4.00 percent;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95 percent nor more than 140 percent of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00 percent of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to approve additions, deletions or alterations to the Bond Purchase Contract or any other document or certificate related thereto so

long as such additions, deletions or alterations do not substantially alter the intent and substance of this Ordinance.

E. *Negotiable Instruments.* The Bonds shall be negotiable instruments to the extent provided by chapter 62A.3 RCW.

Section 5: Redemption Prior to Maturity

A. *Redemption.* The Bonds shall be subject to redemption at such time and in such amounts as provided in the Official Notice of Sale and the Approved Bid, or, if the Bonds are sold by negotiated sale (including a private placement), in the Bond Purchase Contract.

B. *Partial Redemption.* In accordance with the preceding paragraph, portions of the principal amount of any Bond, in installments of $5,000 or any integral multiple of $5,000 within a maturity, may also be redeemed. If less than all the principal amount of any Bond is redeemed, upon surrender of such Bond at the designated corporate trust office of the Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Bond or Bonds, at the option of the Registered Owner, with like maturity and interest rate, in any denomination authorized by this Ordinance.

C. *Notice of Redemption.* Except as set forth in subsection D below, and unless waived by the Registered Owner of any Bond to be redeemed, notice of any such redemption shall be sent by the Registrar by first-class mail, postage prepaid, not less than 20 nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. The requirements of this subsection shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether it is actually received by the Registered Owner of any Bond to be redeemed. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the written notice, and if funds for the redemption are not irrevocably deposited with the Registrar or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice shall be specifically subject to the deposit of funds by the City. The Designated Representative is hereby authorized to agree to redemption provision they deem to be in the best interest of the City.

Any notice given pursuant to this subsection may be rescinded by written notice given by the City to the Registrar on or prior to the date specified for redemption. The Registrar shall give notice of such rescission as soon thereafter as practicable, and to the same Registered Owners, as notice of such redemption was given pursuant to this subsection.

D. *Special Notice of Redemption to DTC*. For so long as DTC is the securities depository for the Bonds, the Registrar shall send redemption and defeasance notices to DTC in the manner required by the Letter of Representations.

E. *Continuing Disclosure Undertaking*. Except in the case of a private placement, for so long as Section 24 of this Ordinance remains in effect, each redemption notice shall also be provided to EMMA by the City in the manner and timeframe specified in the Continuing Disclosure Undertaking; provided, neither any defect in such notice nor any failure to give all or

any portion of such notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C above.

F. *Effect of Redemption.* When so called for redemption, the Bonds shall cease to accrue interest on the specified redemption date, provided money for redemption is on deposit at the place of payment at that time, and shall not be deemed to be Outstanding as of such redemption date.

G. *Voluntary Redemption Notice.* In addition to the notice required by subsection C above, further notice may be given by the Registrar as set out below, but neither any defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C hereof.

(1) Each further notice of redemption given hereunder may contain the following information: (a) the redemption date; (b) the redemption price; (c) if less than all Bonds Outstanding are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (d) notification that, on the redemption date, the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date; (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Registrar; (f) the CUSIP numbers, if any, of all Bonds being redeemed; (g) the date of issue of the Bonds as originally issued; (h) the rate of interest borne by each Bond being redeemed; (i) the maturity date of each Bond being redeemed; and (j) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption may be sent at least 20 days before the redemption date by registered or certified mail or overnight delivery service to: (a) all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, such depositories now being DTC; and (b) one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(3) Each such further notice may be published one time in *The Bond Buyer* in New York, New York, or, if such publication is impractical or unlikely to reach a substantial number of the Registered Owners, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least 20 days prior to the date fixed for redemption.

H. *Open Market Purchase and Cancellation*. The City hereby reserves the right and option to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City partially redeems Term Bonds, pursuant to this Ordinance, the City may, at its discretion, reduce the amount of any mandatory sinking fund deposit or deposits by an aggregate principal amount equal to the principal amount of the Term Bonds so redeemed. All Bonds purchased or redeemed under this Section 5 shall be canceled.

Section 6: Sale of the Bonds

A. *Competitive Sale Authorized*. The Bonds may be sold by competitive sale. In any such competitive sale, the Bonds will be awarded to the bidder whose bid will result in the lowest True Interest Cost to the City. In the event that two or more bidders offer bids at the same lowest True Interest Cost, the City will award the Bonds to the bidder submitting the bid resulting in the highest net present value savings to the City. The Underwriter must pay accrued interest, if any, computed on a 360-day year and 30-day month basis, from the date of the Bonds to the date of delivery.

(1) *Notice of Sale*. The City hereby authorizes the Designated Representative, with the assistance of the Municipal Advisor, if the Bonds are sold by competitive sale, to cause the Official Notice of Sale to be disseminated to prospective purchasers of the Bonds in such manner as it deems to be in the best interest of the City.

(2) *Good Faith Deposit*. Each bid must be unconditional and the successful bidder shall, within three hours of the award of the Bonds, make a good faith deposit (the "**Good Faith Deposit**") by federal wire or by a certified or bank cashier's check in immediately available funds payable to the City in an amount set forth in the Official Notice of Sale, which amount shall not be less than 0.5 percent of the principal amount of the Bonds.

The Good Faith Deposit of the successful bidder will become the property of the City and will be credited to the purchase price of the Bonds at the time of delivery of the Bonds. No interest will be paid by the City on a bidder's Good Faith Deposit. If the purchase price is not paid in full upon tender of the Bonds, the successful bidder shall have no right to the Bonds or to the recovery of the Good Faith Deposit, or to any allowance or credit by reason of the Good Faith Deposit, unless it appears the Bonds would not be validly issued if delivered to the Underwriter in the form and manner proposed. However, in the event of such nonpayment, the City reserves any and all rights granted by law to recover the agreed purchase price of the Bonds, and, in addition, any damages suffered by the City.

(3) *Opening and Award of Bids*. If the Bonds are sold pursuant to the provisions of this Section 6.A, bids will be opened by the City no later than 9:00 a.m. Pacific Time, in the offices of the Designated Representative, on the date set forth in the Official Notice of Sale. The Designated Representative is hereby authorized and directed to conduct the competitive sale of the Bonds in accordance with the Official Notice of Sale. The City reserves the right to reject any and all bids and to waive any irregularity or informality in any bid.

B. *Negotiated Sale Authorized.* The Bonds may be sold by negotiated sale (including a private placement) if it is determined by the Designated Representative, upon approval from the Mayor, that such method of sale is in the best interests of the City. If the Bonds are sold at negotiated sale or private placement, the terms of such sale must comply with Section 4 of this Ordinance.

C. *Other Related Matters.* The Designated Representative is authorized and directed to take such other actions to publicize or facilitate the sale of the Bonds as may be deemed desirable

or necessary including, but not limited to, securing a rating on the Bonds from one or more of the established nationally recognized rating services.

Section 7: Place, Manner and Medium of Payment

A. *Payment Medium.* The principal of and interest on the Bonds are payable in lawful money of the United States of America to the Registered Owners thereof.

B. *Payment of Interest.* Payment of each installment of interest shall be made to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date. Each installment of interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner.

C. *Payment of Principal.* Principal of each Bond shall be payable to the Registered Owner, upon presentation and surrender of the Bonds on or after the date of maturity or prior redemption, at the designated corporate trust office of the Registrar. Upon the payment of the Bonds at maturity, or upon payment of the redemption price of any Bond being redeemed, each check or other transfer of money issued for such purpose shall bear the CUSIP number, if any, and identify by issue and maturity the Bonds being paid or redeemed with the proceeds of such check or other transfer.

D. *Interest on Delinquent Amounts of the Bonds.* If any Bond is not redeemed when properly presented at its maturity or redemption date, the City shall pay interest on that Bond at the same rate provided in the Bond from and after its maturity or redemption date until the principal of and interest on that Bond is paid in full or until sufficient money for its payment in full is on deposit in the Debt Service Account and the Bond has been called for payment by giving notice to the Registered Owner of that unpaid Bond.

E. *Ownership of Bonds.* The City and the Registrar may deem and treat the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of receiving payments of principal and interest due on such Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

F. *Unclaimed Money.* The Treasurer shall submit a written request to the Registrar that the Registrar return to the Treasurer all money previously remitted to the Registrar for the payment of the Bonds that has not been distributed by the Registrar as of one year after the final maturity or prior redemption of all of the Bonds. The Treasurer shall deposit such money into a separate account to be held solely for the benefit of the Registered Owners of Bonds which have not been presented for payment, and which shall be used solely for paying the principal of such Bonds and the interest which had accrued thereon to the date of maturity or prior redemption. Interest earnings on the money in such account may be deposited into the Debt Service Account to pay the principal of and interest on any Bonds that are Outstanding.

Section 8: Pledge of Full Faith, Credit and Resources of the City

The Bonds are limited tax general obligations of the City and, as such, the full faith, credit and resources of the City are hereby pledged for their payment, within the appropriate constitutional and statutory limitations pertaining to non-voted general obligations. The Bonds are issued within the applicable debt limitations of the City.

The officers now or hereafter charged by law with the duty of levying taxes for the payment of the Bonds and the interest thereon shall, in the manner provided by law, make annual tax levies upon all of the taxable property within the City sufficient, together with other legally available money, to meet the annual payments of principal and interest on the Bonds as they become due, complying at all times with the constitutional and statutory tax limitations pertaining to non-voted general obligations.

Section 9: The Bond Fund

A. *Bond Fund & Debt Service Account.* The Treasurer currently maintains a fund to be used for the payment of debt service on all general obligation bonds, designated as the "General Obligation Debt Service Fund" (the "**Bond Fund**"). Within the Bond Fund, there has heretofore been created and shall continue to be maintained, a subsidiary account separate and distinct from all other accounts of the City, designated the "LTGO 2026 Debt Service Account" (the "**Debt Service Account**") or such other designation conforming to accounting practices, for the purpose of paying the principal of, premium, if any, and interest on the Bonds when due.

B. *Deposits to the Debt Service Account.* Accrued interest received from the sale of the Bonds, if any, shall be deposited into the Debt Service Account. All or a portion of original issue premium, if any, received from the sale of the Bonds may be deposited into the Debt Service Account. Tax receipts levied for the purpose of paying principal of and interest on the Bonds and, as from time to time directed by the Council, other City money legally available for payment of the Bonds will be deposited to the Debt Service Account to the extent necessary, and no later than the date such funds are required, to pay the principal of, premium, if any, and interest on the Bonds. The Treasurer is hereby authorized and directed to pay to the Registrar, in its capacity as the City's paying agent, all payments of principal and interest due on the Bonds in sufficient time for such payments to be made.

C. *Investment of Money in the Debt Service Account.* Money in the Debt Service Account may be invested as permitted by law, which investments shall mature prior to the date on which such money shall be needed for required interest or principal payments. All interest earned and income derived by virtue of such investments shall remain in the Debt Service Account and be used to meet the required deposits therein.

Section 10: The Refunding Plan

A. *Designation of the Refunded Bonds*. The City is desirous of defeasing, paying, redeeming and/or retiring the Refunded Bonds. The Designated Representative is authorized to designate all or a portion of the following outstanding 2015 Bonds as the "Refunded Bonds":

Outstanding 2015 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2027	$4,050,000	3.000%	849067 T52
2028	4,530,000	3.500	849067 T60
2029	5,055,000	4.000	849067 T78
2030	5,640,000	4.000	849067 T86
2031	6,265,000	4.000	849067 T94
2032	6,935,000	3.000	849067 U27
2033	7,570,000	3.125	849067 U35
2034	8,260,000	3.100	849067 U43

B. *Application of Bond Proceeds.* The net proceeds of the Bonds (exclusive of any amounts that may be designated by the Designated Representative in a closing certificate to be allocated to pay costs of issuance of the Bonds and exclusive of amounts paid to an Underwriter as a fee or an Underwriter's discount)(the "**Net Bond Proceeds**"), together with other available funds of the City in the amount (if any) specified by the Designated Representative, shall be held by the City and used at the direction of the Designated Representative to pay the costs of, or to reimburse the City for the costs of, redeeming the Refunded Bonds and/or may be placed into the Escrow Account pursuant to the terms of an Escrow Agreement to effect a defeasance of the Refunded Bonds.

C. *Notice of Redemption*. The Refunding Trustee is hereby directed to give notice of the call and redemption of the Refunded Bonds in substantially the form set forth as Attachment II to the Form of Escrow Agreement attached hereto as Exhibit "B" and in the manner required by the 2015 Bond Ordinance.

D. *Modification of Refunding Plan.* The Designated Representative is hereby authorized, upon advice from the City's Municipal Advisor, to modify the refunding plan if such modification is determined to be in the City's best interest.

Section 11: The Refunding Trustee; Escrow Agreement

The City hereby authorizes the Designated Representative to select a financial institution to act as the Refunding Trustee with respect to the Refunded Bonds (the "**Refunding Trustee**"). In order to carry out the purposes of this Ordinance, if deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee an Escrow Agreement substantially in the form marked Exhibit "B" attached hereto and by this reference incorporated herein. If utilized, the Escrow Agreement, shall set forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the defeasance and/or refunding of the Refunded Bonds as provided herein, and shall set forth the payment of the fees, compensation and expenses of the Refunding Trustee.

Section 12: Creation of the Escrow Account & Government Obligations

A. *Creation of the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Refunding

Trustee is authorized and directed to establish a special account for the City designated the "Limited Tax General Obligation Refunding Bonds, Series 2015 Escrow Account," or such other designation conforming to accounting principles and banking practices.

B. *Deposits into the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, may be deposited into the Escrow Account and may be held as cash or used to acquire Government Obligations, as more specifically provided in the Escrow Agreement. Such funds shall be irrevocably deposited into the Escrow Account. Any funds to be deposited into the Escrow Account shall be held by the Refunding Trustee in trust. All funds credited to the Escrow Account shall be deemed so credited to and held in the Escrow Account notwithstanding the fact that such funds are held by the Refunding Trustee in trust for the owners of the Refunded Bonds.

C. *Use of Money in the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Refunding Trustee, on behalf of the City, may be authorized and directed to use the Net Bond Proceeds, together with other legally available money of the City, to purchase Government Obligations in the amounts, of the type, bearing interest and maturing in such amounts as are necessary to make the payments described in this Ordinance and in the Escrow Agreement. The investment income from and maturing principal of the Government Obligations and money to be deposited into the Escrow Account, if any, shall be transmitted to the Washington State Fiscal Agent, as Registrar for the City, for the sole purpose of paying the principal of and interest on the Refunded Bonds. Any money remaining on deposit in the Escrow Account created hereunder after the payment in full of the Refunded Bonds and the costs of issuing the Bonds, shall be transferred by the Refunding Trustee to the City and deposited into the Bond Fund.

D. *Government Obligations.*

(1) *Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Government Obligations shall be payable in such amounts and at such times that, together with other legally available money of the City, will be sufficient to provide for the payment of: (a) the interest on the Refunded Bonds as such becomes due on and before the Redemption Date or maturity of the Refunded Bonds; and (b) the price of redemption of the Refunded Bonds on the Redemption Date or the maturity value of the Refunded Bonds that are defeased to maturity.

(2) *Sufficiency of the Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, prior to the delivery of the Bonds, the City shall receive an opinion of a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, stating, in substance, that the money and Government Obligations to be deposited with the Refunding Trustee for the payment of the Refunded Bonds will discharge and satisfy the City's obligations under the

2015 Ordinance to make payments on the Refunded Bonds. Such opinion will not be required in the event the City deposits sufficient funds at closing to provide for all debt service payments, without taking into account interest earnings thereon.

Section 13: Irrevocable Call

A. *Refunded Bonds.*

(1) *Irrevocable Call for Redemption.* In accordance with Section 5 of the 2015 Bond Ordinance, the City hereby calls the Refunded Bonds for redemption on the Redemption Date. Such call for redemption shall be irrevocable upon the delivery of the Bonds to the Underwriter.

(2) *Irrevocable Pledge of Proceeds of the Bonds*. The City hereby irrevocably pledges the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, Government Obligations (if any) and any amounts on deposit in the Escrow Account (if utilized), to pay the interest on the Refunded Bonds, up to and including the Redemption Date, and to redeem and retire the Refunded Bonds on such date at the price of 100 percent of the principal amount thereof plus accrued interest to the Redemption Date. Such amounts are hereby irrevocably pledged to be set aside to effect such payment, redemption and retirement.

B. *Findings Regarding the Defeasance and/or Refunding of the Refunded Bonds*. The Council hereby finds that, as of the date the Bonds are issued and the Net Bond Proceeds are utilized as set forth herein: (1) no further payments need to be made into the Bond Fund for the payment of the principal of and interest on the Refunded Bonds; (2) the Refunded Bonds and the interest accrued thereon shall cease to be entitled to any lien, benefit or security of the 2015 Bond Ordinance, except the right to receive the funds so set aside and pledged; and (3) the Refunded Bonds and the interest accruing thereon shall no longer be deemed to be Outstanding under the 2015 Bond Ordinance. The Council hereby further finds and determines that the issuance and sale of the Bonds will benefit the City by affecting a savings to the City's taxpayers. In making such finding and determination, the Council has given consideration to the interest that will be payable on the Bonds through the maturity of the Bonds, the costs of issuance of the Bonds and the net present value savings due to the defeasance and/or refunding of the Refunded Bonds.

Section 14: Execution and Authentication of the Bonds

A. *Execution of the Bonds.* The City shall cause definitive Bonds to be prepared, executed, and delivered. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, shall be attested by the manual or facsimile signature of the City Clerk, and shall have the seal of the City impressed, imprinted or otherwise reproduced thereon.

B. *Authentication of the Bonds.* The executed Bonds shall be delivered to the Registrar for authentication. The Bonds shall be numbered separately in the manner and with any additional designation as the Registrar deems necessary for purposes of identification. Only those Bonds that bear a Certificate of Authentication substantially in the form set forth in Exhibit "A" attached hereto and manually executed by an authorized representative of the Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance. Such Certificate of

Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Ordinance.

C. *Validity of Signatures.* In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the City before the Bonds so signed or attested shall have been authenticated or delivered by the Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued, and, upon such authentication, delivery and issue, shall be as binding upon the City as though those who signed and attested the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of such Bond shall be the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 15: The Registrar

A. *Registrar Appointed.* The Treasurer has designated the Washington State Fiscal Agent as the City's legally designated fiscal agent with respect to the Bonds. The Council hereby confirms such designation with respect to the Bonds and appoints the Washington State Fiscal Agent as Registrar, authenticating agent, paying agent and transfer agent with respect to the Bonds, subject to the terms and conditions of this Section.

B. *Delegated Duties.* The Registrar is hereby authorized and directed, on behalf of the City, to authenticate and deliver Bonds initially issued or transferred or exchanged in accordance with the provisions of the Bonds and this Ordinance and to carry out all of the Registrar's powers and duties under this Ordinance and the Agreement for Fiscal Agency Services between the Washington State Finance Committee and the Registrar (as the same may be amended or readopted from time to time).

C. *Bond Register.* The Bonds shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, at its designated corporate trust office the Bond Register which shall at all times be open to inspection by the City. The City hereby specifies and adopts the system of registration for the Bonds approved by the Washington State Finance Committee.

D. *Fees and Costs.* The City shall pay to the Registrar from time to time reasonable compensation for all services rendered under this Ordinance, together with reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Ordinance. The administrative fees provided for in this subsection may be paid from the Debt Service Account.

E. *Representations.* The Registrar shall be responsible for its representations contained in the Registrar's Certificate of Authentication on the Bonds.

F. *Ownership Rights.* The Registrar may become the Registered Owner of the Bonds with the same rights it would have if it were not the Registrar, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in

any other capacity with respect to, any committee formed to protect the rights of Registered Owners of the Bonds.

G. *Cancellation of Surrendered Bonds.* Bonds surrendered to the Registrar for payment, redemption, transfer or exchange, as well as Bonds surrendered by the City for cancellation, shall be canceled immediately by the Registrar and returned to the City. Such Bonds thereafter shall be destroyed.

Section 16: Book-Entry System Authorized

A. The Bonds shall be initially issued in the form of a separate, single-certificated, fully registered Bond for each maturity set forth in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), the Bond Purchase Contract, as provided for in Section 4 of this Ordinance, in the aggregate principal amount of such maturity. Upon initial issuance, the ownership of each Bond may be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the securities depository for the Bonds. Except as provided in subsection D of this Section, all of the Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

B. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, neither the City nor the Registrar shall have any responsibility or obligation to any Participant or to any person on behalf of which a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to: (1) the accuracy of the records of DTC, Cede & Co., or any Participant with respect to any ownership interest in the Bonds; (2) the delivery to any Participant or any other person, other than a Registered Owner, of any notice with respect to the Bonds; or (3) the payment to any Participant or any other person, other than a Registered Owner, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Registrar may treat and consider the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and the interest on the Bonds as provided for in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), Bond Purchase Contract, and as further provided in Sections 4 and 5 of this Ordinance and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sums so paid. No person other than a Registered Owner shall receive a certificated Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to the transfer and payment of the Bonds, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

C. The City heretofore has delivered the Letter of Representations to the Registrar and DTC. The delivery of the Letter of Representations shall not in any way limit the provisions of subsection B of this Section or in any other way impose upon the City any obligation whatsoever

with respect to persons having interests in the Bonds other than the Registered Owner. The Registrar shall take all action necessary to comply with, at all times, any and all representations of the City in the Letter of Representations with respect to the Registrar.

D. (1) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and to the Registrar, and discharging its responsibilities with respect thereto under applicable law.

(2) The City, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the City determines that: (a) DTC is unable to discharge its responsibilities with respect to the Bonds; or (b) a continuation of the requirement that all of the Bonds be registered in the Bond Register in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of the Bonds.

(3) Upon termination of the services of DTC with respect to the Bonds pursuant to subsection D(2)(b) of this Section, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection D(1) or subsection D(2)(a) of this Section, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found that, in the opinion of the City, is willing and able to undertake such functions upon reasonable and customary terms, the City shall deliver certificated Bonds at the expense of the City, as described in this Ordinance, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the names that the Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. In the event the Bonds are transferred by the City to fully registered form, the Bonds shall be payable by the Registrar. Thereafter, the principal of the Bonds shall be payable upon due presentment and surrender thereof at the designated corporate trust office of the Registrar; interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner, and the Bonds shall be transferable as provided in this Ordinance.

E. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

F. If the Bonds are privately placed with a bank, the City may determine not to comply with this Section if the Designated Representative deems it to be in the best interest of the City.

Section 17: Transfer and Exchange of the Bonds

A. *Transfer of Bonds.* Each Bond shall be transferable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, upon due completion of the assignment form appearing thereon and upon surrender of such Bond at the designated corporate trust office of the Registrar for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor.

B. *Exchange of Bonds.* Each Bond shall be exchangeable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, for one or more new Bonds, upon surrender of such Bond at the designated corporate trust office of the Registrar for cancellation.

C. *Authentication and Delivery of New Bonds.* Whenever a Bond shall be surrendered for transfer or exchange, the Registrar shall authenticate and deliver to the transferee or exchangee, in exchange therefor, a new fully registered Bond or Bonds of any authorized denomination or denominations, of the same maturity and interest rate as, and for the aggregate principal amount of, the Bond being surrendered. Notwithstanding the foregoing sentence, the Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

D. *Payment of Fees and Costs.* The Registrar shall require the payment by the Registered Owner requesting such transfer or exchange of any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

Section 18: Mutilated, Lost, Stolen or Destroyed Bonds

A. *Issuance of Substitute Bonds.* If any Bond shall become mutilated, lost, stolen or destroyed, the affected Registered Owner shall be entitled to the issuance of a substitute Bond only as follows:

(1) in the case of a lost, stolen or destroyed Bond, the Registered Owner shall: (a) provide notice of the loss, theft or destruction to the City and the Registrar within a reasonable time after the Registered Owner receives notice of the loss, theft or destruction; (b) request the issuance of a substitute Bond; (c) provide evidence, satisfactory to the City and the Registrar, of the ownership and the loss, theft or destruction of the affected Bond; and (d) file in the offices of the City and the Registrar a written affidavit specifically alleging on oath that such Registered Owner is the proper owner, payee or legal representative of such owner or payee of the Bond that has been lost, stolen or destroyed, giving the date the Bond was issued and the number, principal amount and series of such Bond, and stating that the Bond has been lost, stolen or destroyed, and has not been paid and has not been received by such Registered Owner;

(2) in the case of a mutilated Bond, the Registered Owner shall surrender the Bond to the Registrar for cancellation; and

(3) in all cases, the Registered Owner shall provide indemnity against any and all claims arising out of or otherwise related to the issuance of substitute Bonds pursuant to this Section satisfactory to the City and the Registrar.

Upon compliance with the foregoing, a new Bond of like tenor and denomination, bearing the same number as the mutilated, lost, stolen or destroyed Bond, and with the word "DUPLICATE" stamped or printed plainly on its face, shall be executed by the City, authenticated by the Registrar and delivered to the Registered Owner, all at the expense of the Registered Owner to whom the substitute Bond is delivered. Notwithstanding the foregoing, the Registrar shall not be required to authenticate and deliver any substitute Bond for a Bond that has matured or is about to mature or that has been called for redemption and, in any such case, the principal or redemption price and interest then due or becoming due shall be paid by the Registrar in accordance with the terms of the mutilated, destroyed, lost or stolen Bonds without substitution therefor.

B. *Notation on the Bond Register.* Upon the issuance and authentication of any substitute Bond under the provisions of this Section, the Registrar shall enter upon the Bond Register a notation that the original Bond was canceled and a substitute Bond was issued.

C. *Rights of Registered Owners of Substitute Bonds.* Every substitute Bond issued pursuant to this Section shall constitute an additional contractual obligation of the City and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued hereunder unless the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by a bona fide purchaser for value without notice. In the event the Bond alleged to have been destroyed, lost or stolen shall be enforceable by anyone, the City may recover the substitute Bond from the Registered Owner to whom it was issued or from anyone taking under the Registered Owner except a bona fide purchaser for value without notice.

D. *Exclusive Rights.* All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or of investment or other securities without their surrender.

Section 19: Defeasance of the Bonds

In the event that money and/or "government obligations" (as defined from time to time in RCW 39.53.010), maturing or having guaranteed redemption prices at the option of the owner at such time or times and bearing interest to be earned thereon in such amounts as are sufficient, together with any resulting cash balances, to redeem and retire part or all of the Bonds in accordance with their terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the Debt Service Account or any account therein for the payment of the principal of and interest on the certain Bonds so provided for, and such Bonds and interest accrued thereon shall no longer be deemed to be Outstanding hereunder.

If the principal or redemption price of any Bonds becoming due, either at maturity or by call for redemption or otherwise, together with all interest accruing thereon to the due date, has been paid or provision therefor has been made in accordance with this Section, all interest on such Bonds shall cease to accrue on the due date and all liability of the City with respect to such Bonds shall cease as of the date the principal, redemption price, if any, and interest is so provided for, except as hereinafter provided. Thereafter, the Registered Owners of such Bonds shall be restricted

exclusively to the money so deposited for any claim of whatsoever nature with respect to such Bonds, and the Registrar shall hold such money in trust for such Registered Owners uninvested and without interest.

Section 20: Tax Covenants

A. *Compliance With the Code.* The City covenants to comply with each requirement of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the City covenants to comply with the provisions of the Tax Compliance Certificate executed by the City on the date of initial issuance and delivery of the Bonds, as such Tax Compliance Certificate may be amended from time to time.

B. *Necessary Payments.* The City covenants to make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to Section 148(f) of the Code.

C. *Survival of Tax Covenants.* Notwithstanding any other provision of this Ordinance to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 19 of this Ordinance.

D. *Remedies.* Notwithstanding any other provision of this Ordinance to the contrary: (1) upon the City's failure to observe or refusal to comply with the above covenants, the Registered Owners, or any trustee acting on their behalf, shall be entitled to the rights and remedies provided to the Registered Owners under this Ordinance; and (2) neither the holders or Registered Owners of bonds of any series other than Bonds, nor a trustee acting on their behalf, shall be entitled to exercise any right or remedy provided to Registered Owners under this Ordinance based upon the City's failure to observe, or refusal to comply with, the above covenants.

Section 21: Amendments to the Ordinance

A. *Amendments Not Requiring Registered Owner Consent.* The Council from time to time, and at any time, may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more of all the following purposes: (1) to add to or delete from the covenants and agreements of the City in this Ordinance, or to surrender any right or power reserved to the City herein, provided such additions or deletions shall not adversely affect, in any material respect, the interests of the Registered Owners of any Bond; and (2) to cure, correct or supplement any ambiguous or defective provision contained in this Ordinance, provided such supplemental ordinance shall not adversely affect, in any material respect, the interests of the Registered Owners of the Bonds. Any such supplemental ordinance may be adopted without the consent of the Registered Owners of any Bonds at any time Outstanding, notwithstanding any of the provisions of subsection B of this Section.

B. *Amendments Requiring Registered Owner Consent.* With the consent of the Registered Owners of not less than 50 percent in aggregate principal amount of the Bonds at the time Outstanding, the Council may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to, or changing in any manner, or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall: (1) extend the fixed maturity of any Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or alter the redemption provisions pertaining thereto, without the consent of the Registered Owner of each Bond so affected; or (2) reduce the aforesaid percentage of Registered Owners required to approve any such supplemental ordinance, without the consent of the Registered Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of Registered Owners consent under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. *Effect of Supplemental Ordinances.* Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Ordinance and all Registered Owners of Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

D. *Notations; Replacement Bonds.* Bonds executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new Bonds so modified as to conform in the opinion of the Council to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared and delivered without cost to the Registered Owners of any affected Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

Section 22: Sale and Delivery of the Bonds and Taking of Other Actions Authorized

The Council hereby authorizes and directs each of the Mayor, the Chief Financial Officer, the Director of Management and Budget, the City Clerk, the Treasurer, the Municipal Advisor and Kutak Rock LLP, bond counsel, to execute and deliver the Bonds to the Underwriter, or in the case of a private placement with a bank, to the bank, and for the proper application and use of the proceeds of the sale thereof, including:

A. preparing the final official statement regarding the Bonds, if the Bonds are publicly offered; and

B. executing such certificates and receipts as may be necessary to properly document the issuance of the Bonds.

In addition, the Mayor, the Chief Financial Officer, the Director of Management and Budget, the City Clerk, the Treasurer, the Municipal Advisor and Kutak Rock LLP, bond counsel,

are hereby authorized by the Council to execute and deliver such other certificates, agreements and documents, and to take such other actions on behalf of the City as may be reasonable and necessary:

A. to facilitate the issuance and sale of the Bonds;

B. to meet all provisions of the Code in order to maintain tax-exempt status of the Bonds; and

C. in connection with any matters related thereto, until the final maturity date of the Bonds or redemption, whichever occur first.

Section 23: The Preliminary Official Statement

If the Bonds are publicly offered, the Council hereby delegates authority to the Designated Representative to determine all acts to be undertaken by the City's officers, employees and agents with respect to the preparation and distribution of the preliminary official statement regarding the Bonds, if the Bonds are publicly offered, including any action taken to deem such preliminary official statement final as of its date except for the omission of information dependent upon the pricing of the issue and the completion of the underwriting agreement, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates and other terms of the Bonds dependent on the foregoing matters. The City agrees to cooperate with the Underwriter to deliver or cause to be delivered, within seven business days from the date of the sale date of the Bonds and in sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, copies of a final official statement in sufficient quantity to comply with the rules of the Municipal Securities Rulemaking Board and paragraph (b)(4) of Securities and Exchange Commission Rule 15c2-12.

Section 24: Continuing Disclosure Undertaking

The City covenants to execute and deliver at the time of issuance of the Bonds a Continuing Disclosure Undertaking in substantially the form set forth in Exhibit "C" attached hereto and by this reference incorporated herein. The Designated Representative is authorized and directed to execute and deliver a Continuing Disclosure Undertaking upon the sale, issuance and delivery of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interest of the City, upon consultation with the City's bond counsel. The City hereby reserves the right to comply with this Section by meeting its annual disclosure requirements through any system approved by the SEC. All required filings shall be made in an electronic format as prescribed by the MSRB.

Section 25: Contract and Severability of Provisions

The covenants contained in this Ordinance and in the Bonds shall constitute a contract between the City and the Registered Owner of each and every Bond. Any action by the Registered Owner of any Bond shall bind all future Registered Owners of the same Bond in respect of anything done or suffered by the City or the Registrar in pursuance thereof. All the covenants, promises and agreements in this Ordinance contained by or on behalf of the City, or by or on behalf

of the Registrar, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction on final appeal (if any appeal be taken) to be contrary to law, then such covenant or agreement shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds.

Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the City, the Registrar and the Registered Owners and the holders from time to time of the Bonds any rights, remedies or claims under or by reason of this Ordinance or any covenant, condition or stipulation thereof; and all of the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the City shall be for the sole and exclusive benefit of the City, the Registrar and the Registered Owners and the holders from time to time of the Bonds.

Section 26: No Personal Recourse

No recourse shall be had for any claim based on this Ordinance or the Bonds against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 27: Ratification

All actions not inconsistent with the provisions of this Ordinance heretofore taken by the Council and the City's employees with respect to the adoption of this Ordinance, the defeasance and/or refunding of the Refunded Bonds and the issuance, sale and delivery of the Bonds, are hereby in all respects ratified, approved and confirmed.

Section 28: Repealer

All ordinances or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 29: Rescission

The Council previously held a regular meeting on April 21, 2025, at which time the Board adopted Ordinance No. C36664 ("**Ordinance No. C36664**") authorizing the issuance by the City of certain indebtedness to defease and/or refund the Refunded Bonds within one year from the date thereof. Due to variable interest rates and market conditions, issuing indebtedness within one year from the date of Ordinance No. C36664 was not deemed to be in the best interest of the City and was not undertaken. For the avoidance of doubt, the Council hereby rescinds Ordinance No. C36664.

Section 30: Effective Date

This Ordinance shall become effective 30 days following its enactment.

Commented [TL1]: =IMPORTANT TIMELINE NOTE: the City will need to get this to the Mayor the date it is approved, and the Mayor will need to sign approving it that day to start the 30 day clock. Otherwise, if not signed, it will be presumed to be "enacted" 10 days after passage by Council, BUT that makes the timeline for the effective date 40 days, not 30 days.

The "enactment" date for Ordinances that are subject to veto power of the Mayor (including bond ordinances) is the date the Mayor signs or 10 days after Council passage (if not signed). Unless we do an Emergency Ordinance (which is not subject to veto) the true "timeline" is actually 40 days, or 30 days after the date the MAYOR signs.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on July 22, 2026.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, Council President

_____
Lisa Brown, Mayor

ATTEST:

_____
Giacobbe Byrd, City Clerk

(S E A L)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya Lawless, Bond Counsel

* * * * * * * * * * * * * * * * *

C E R T I F I C A T E

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Spokane, Washington (the "**City**"), and keeper of the records of the City Council (the "**Council**"); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. C36899 of the City (the "**Ordinance**"), as finally passed at a regular meeting of the Council held on the 22nd day of July, 2026, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of July 2026.

_____

City Clerk

EXHIBIT "A"

[Form of Bond]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO. R-[__] **$[_____]**

UNITED STATES OF AMERICA
STATE OF WASHINGTON
COUNTY OF SPOKANE

CITY OF SPOKANE

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, SERIES 2026

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
_____%	December 1, 20__	_____, 2026	___

REGISTERED OWNER: **CEDE & CO.**

PRINCIPAL AMOUNT: **[_____] AND NO/100 DOLLARS**

THE CITY OF SPOKANE, Spokane County, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**") now in force, acknowledges itself to owe and, for value received, promises to pay from the City's "LTGO 2026 Debt Service Account" (the "**Debt Service Account**"), referred to in Ordinance No. C_____, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**"), to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount identified above and to pay interest thereon from the Debt Service Account from _____, 2026, or from the most recent date to which interest has been paid or duly provided for, whichever is later, at the Interest Rate per annum identified above, payable commencing on _____ 1, 20[26], and semiannually thereafter on each December 1 and June 1 to the Maturity Date set forth above or to the date of prior redemption of this Bond, whichever occurs first. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Capitalized terms used herein shall have the meanings given to them in the Ordinance.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the Registered Owner hereof, whose name and address shall appear on the registration books of the City (the "**Bond Register**") maintained by the Washington State Fiscal Agent (the "**Registrar**"). Interest shall be paid to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date, and shall be paid by check or draft of the Registrar mailed to such Registered

Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner. Principal of this Bond shall be paid to the Registered Owner upon presentation and surrender of this Bond on or after the Maturity Date set forth above or date of prior redemption of this Bond, whichever occurs first, at the designated corporate trust office of the Registrar.

This Bond is one of a series aggregating $[_____] par value, all of like date, tenor and effect, issued by the City pursuant to and in full compliance with the Constitution and laws of the state of Washington now in force, particularly chapters 35.22, 39.36, 39.46 and 39.53 RCW, and proceedings duly adopted and authorized by the Council, more particularly the Ordinance, for the purpose of providing money to pay, defease, redeem and/or retire the Refunded Bonds and to pay certain expenses incurred in connection with the issuance of the Bonds, as more particularly described in the Ordinance.

The Bonds are issued in fully registered form, in the denomination of $5,000 each, or any integral multiple thereof.

The Bonds are limited tax general obligations of the City and, as such, the full faith, credit and resources of the City are hereby pledged for their payment, within the appropriate constitutional and statutory limitations pertaining to non-voted general obligations. The Bonds are issued within the applicable debt limitations of the City. The officers now or hereafter charged by law with the duty of levying taxes for the payment of the Bonds and the interest thereon shall, in the manner provided by law, make annual tax levies upon all of the taxable property within the City sufficient, together with other legally available money, to meet the annual payments of principal and interest on the Bonds as they become due, complying at all times with the constitutional and statutory tax limitations pertaining to non-voted general obligations.

The Bonds are subject to redemption as stated in the [Bond Purchase Contract] [Official Notice of Sale and Approved Bid].

So long as the Bonds are in book-entry only form, the Registrar will notify DTC of an early redemption, not less than 20 days and not more than 60 days prior to the date fixed for redemption, and will provide such information as required by the operational arrangements of DTC referenced in the Blanket Letter of Representations from the City to DTC.

During any period in which the Bonds are not in book-entry only form, unless waived by any Registered Owner of the Bonds to be redeemed, notice of any redemption of Bonds will be given by the Registrar on behalf of the City by mailing a copy of a redemption notice by first-class mail, postage prepaid, not less than 20 days nor more than 60 days prior to the date fixed for redemption, to the Registered Owners of each Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owners to the Registrar. The City reserves the right to rescind any redemption notice no later than one business day prior to the date fixed for redemption.

The City has reserved the right to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City purchases the Term Bonds on the open market, the City may reduce, at its discretion, the amount of any mandatory sinking fund deposit or deposits by an aggregate principal amount equal to the principal amount of the Term Bonds so purchased. Any Bonds so purchased or redeemed shall be canceled.

The City and the Registrar may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payments of principal and interest due on this Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

This Bond is transferable or exchangeable by the Registered Owner hereof in person, or by its attorney duly authorized in writing, upon due completion of the Assignment appearing hereon and upon presentation and surrender of this Bond at the designated corporate trust office of the Registrar. Upon such transfer or exchange, a new Bond or Bonds of any authorized denomination, of the same maturity and interest rate, and for the same aggregate principal amount of the Bond being surrendered will be issued to the transferee or exchangee, in exchange therefor. The Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

Reference is hereby made to the Ordinance for the covenants and declarations of the City and other terms and conditions under which this Bond and the Bonds of this series have been issued. The covenants contained herein and in the Ordinance, as they may apply to this Bond, may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon is manually signed by the Registrar.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things essential to the validity of this Bond and the Bonds of this series do exist, have happened, been done and been performed and that the City has complied with every requirement of the Constitution and the laws of the State now in force and the ordinances and resolutions of the City, particularly the Ordinance, affecting the issue hereof, and that the issuance of this Bond and the Bonds of this series does not exceed any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this _____ day of _____ 2026.

CITY OF SPOKANE, WASHINGTON

By_____
Mayor

ATTEST:

_____
City Clerk

[SEAL]

_ _

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the City of Spokane Limited Tax General Obligation Refunding Bonds, Series 2026, dated _____, 2026, and described in the within-mentioned Ordinance.

WASHINGTON STATE FISCAL AGENT
as Registrar

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

Name and address of Assignee:	Social Security or Federal Employer Identification Number of Assignee:
_____ _____ _____	_____

the within Bond and does hereby irrevocably constitute and appoint _____, attorney, to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature of Registered Owner:

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

_____

(Bank, Trust Company, or Firm)

[End of Form of Bond]

EXHIBIT "B"

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026

FORM OF ESCROW AGREEMENT

This **ESCROW AGREEMENT** is made and entered into as of _____, 2026, by and between the City of Spokane, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**"), and [U.S. Bank Trust Company National Association, Seattle, Washington] (the "**Refunding Trustee**"), with respect to the redemption of certain bonds, as provided for in Ordinance No. C36899 adopted by the City Council of the City on July 22, 2026 (the "**Ordinance**"). Unless otherwise defined in this Escrow Agreement, all capitalized terms shall have the meanings set forth in Section 1 of the Ordinance.

W I T N E S S E T H

WHEREAS, the City Council of the City (the "**Council**") authorized this Escrow Agreement to be executed pursuant to Section 11 of the Ordinance; and

WHEREAS, the City reserved the right and option to redeem the outstanding 2015 Bonds maturing on and after December 1, 2027, prior to their stated maturity dates at any time on and after December 1, 2024, in whole or in part (maturities to be selected by the City and within a maturity in such manner as DTC shall determine), at par plus accrued interest to the date fixed for redemption; and

WHEREAS, after due consideration, the Council has determined that it will be advantageous to the City to pay, [defease], redeem and retire [all] [a portion of] the 2015 Bonds maturing on December 1 in the years 20[27] through 20[34], inclusive (the "**Refunded Bonds**"), by the sale, issuance and delivery of refunding bonds and to execute the refunding plan as detailed in the Ordinance; and

WHEREAS, in order to effect such refunding plan in the manner that will be most advantageous to the City, the Council has determined to [acquire certain government obligations from a portion of bond proceeds] and other available money that bear interest and mature at such times as necessary to pay interest, when due, on the Refunded Bonds, up to and including [REDEMPTION DATE], 2026, and redeem the Refunded Bonds on [REDEMPTION DATE], 2026, at a price equal to 100 percent of the principal to be redeemed plus accrued interest to the date of redemption; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

Section 1. *Acceptance of Refunding Trustee Duties.* *[*U.S. Bank Trust Company National Association, Seattle, Washington], hereby accepts its appointment by the Designated Representative of the City as the Refunding Trustee with respect to the Refunded Bonds.

Section 2. *City Representations.* The City represents to the Refunding Trustee that: (a) the City is a municipal corporation and first-class charter city duly organized and existing under the laws of the State; and (b) the City is authorized to enter into this Escrow Agreement.

Section 3. *Refunding Trustee Representations.* The Refunding Trustee represents to the City that: (a) the Refunding Trustee is a trust company or state or national bank having the powers of a trust company within or without the State; and (b) the Refunding Trustee is authorized to enter into this Escrow Agreement.

Section 4. *The Escrow Account.* The Refunding Trustee hereby agrees to establish, hold, invest and otherwise administer the Escrow Account in the manner provided by the Ordinance. In the furtherance of the foregoing, the Refunding Trustee will, on behalf of the City, use the Net Bond Proceeds and other money, if any, deposited with the Refunding Trustee to purchase Government Obligations in the amounts, of the type, bearing interest and maturing as set forth in the following schedule:

Type of Obligation	Par Amount	Interest Rate	Delivery Date	Maturity Date
			__/__/2026	

Section 5. *Receipt of Certain Money.* Execution of this Escrow Agreement by the Refunding Trustee shall constitute written acknowledgment by the Refunding Trustee of its receipt from the City of $_____, $_____ of which will be invested in Government Obligations, $_____ of which will be held as an initial cash balance and the balance of $_____ will be used to pay costs of issuance of the Bonds at the direction of the Designated Representative.

Section 6. *Sufficiency of Government Obligations.* Based on the escrow verification report of [VERIFICATION AGENT], the City represents that the Government Obligations and the maturing principal thereof and the interest thereon, if paid when due, together with a beginning cash balance of $_____, will be sufficient to make the payments described in Section 7 hereof.

Section 7. *Payments on the Refunded Bonds.* The Refunding Trustee will transfer money from the Escrow Account to the Washington State Fiscal Agent in the amounts, and at the times, necessary to enable the Washington State Fiscal Agent to make the payments described in the following schedule:

Payment Date	Principal	Interest	Total
*	$	$	$

* Redemption Date.

Section 8. *The Government Obligations.* The Refunding Trustee will purchase the Government Obligations described in Section 4 above, on behalf of the City, from the Bond proceeds and other money, if any, deposited with the Refunding Trustee on the date the Bonds

are issued. The Refunding Trustee will use such Government Obligations, and the earnings thereon, for the sole purpose of making the transfers to the Washington State Fiscal Agent described in Section 7 hereof. The Refunding Trustee will not allow any Government Obligations to be liquidated prior to maturity without: (a) the City's written consent; (b) receiving a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such liquidation will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (c) receiving the written opinion of nationally recognized bond counsel that such redemption would not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 9. *Safekeeping of Money and Investments.* All Government Obligations, money and investment income deposited with or received by the Refunding Trustee pursuant to this Escrow Agreement shall be subject to the trust created by this Escrow Agreement, and the Refunding Trustee shall be liable for the safekeeping thereof. All money deposited with the Refunding Trustee or received by the Refunding Trustee as maturing principal or interest on the Government Obligations prior to the times the Refunding Trustee is required to make the payments described in Section 7 of this Escrow Agreement shall be held uninvested, in cash, by the Refunding Trustee.

Section 10. *Substitution of the Government Obligations.* The Refunding Trustee acknowledges the City's right to substitute Government Obligations for investments in the Escrow Account. The Refunding Trustee will cooperate with the City in making any such substitution, so long as prior to each such substitution, the City obtains: (1) a supplemental verification addressed to the City and the Refunding Trustee from a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit in the Escrow Account after such substitution will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds and that such substitute Government Obligations are noncallable; and (2) a written opinion addressed to the City from nationally recognized bond counsel that such substitution will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 11. *Transfer of Surplus Money Prior to Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account prior to the payment in full of the Refunded Bonds if the City furnishes to the Refunding Trustee: (a) a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such transfer will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (b) an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such transfer will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 12. *Transfer of Surplus Money After Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account after the payment, redemption and retirement in full of all of the Refunded Bonds.

Section 13. *Notices of [Defeasance and Redemption].* [The Refunding Trustee will cause notice of the defeasance of the Refunded Bonds to be given, substantially in the form set forth in Attachment I hereto, not later than [10] days after the Bonds are delivered to the Underwriter by the City. The notice of defeasance shall be given to the Municipal Securities Rulemaking Board.] [The Refunding Trustee will direct the Washington State Fiscal Agent to give notice, or cause notice to be given, at the expense of the City, of the redemption of the Refunded Bonds in the form and manner required by the 2015 Ordinance. Such notice of redemption shall be substantially in the form set forth in Attachment II hereto, and shall be given not less than 20 nor more than 60 days prior to the redemption date.]

Section 14. *Limitation of Refunding Trustee's Duties.* The duties and obligations of the Refunding Trustee shall be prescribed by the provisions of this Escrow Agreement and the Ordinance, and the Refunding Trustee shall not be liable except for the performance of its duties and obligations as specifically set forth herein or therein and the duty to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by such Refunding Trustee other than those specified herein and therein. Nothing contained herein shall require the Refunding Trustee to advance its own money or otherwise to incur any financial liability to carry out its obligations hereunder. The Refunding Trustee shall not be responsible or liable for: (a) the sufficiency, correctness, genuineness or validity of the Government Obligations; (b) the performance or compliance by any party other than the Refunding Trustee with the terms or conditions of any such instruments; or (c) any loss which may occur by reason of forgeries, false representations or the exercise of the Refunding Trustee's discretion in any particular manner, unless such exercise is negligent or constitutes willful misconduct.

Section 15. *Interpleader.* If any controversy arises between the City and any third person, the Refunding Trustee shall not be required to determine the same or to take any action in the premises, but it may institute, in its discretion, an interpleader or other proceedings in connection therewith as it may deem proper, and in following either course, it shall not be liable.

Section 16. *Reporting Requirements.* For as long as any of the Refunded Bonds are outstanding, the Refunding Trustee shall render a statement as of the last day of the month on a semi-annual basis commencing [December 1, 2026], to the Chief Financial Officer setting forth: (a) the Government Obligations which have matured and the amounts received by the Refunding Trustee by reason of such maturity; (b) the amounts paid to the Washington State Fiscal Agent pursuant to Section 7 of this Escrow Agreement and the dates of such payments, for payments on the Refunded Bonds; and (c) any other transactions of the Refunding Trustee pertaining to its duties and obligations as set forth herein.

Section 17. *Compensation of the Refunding Trustee.* The Refunding Trustee hereby acknowledges payment for services rendered and to be rendered by it pursuant to the provisions of this Escrow Agreement of all fees, compensation and expenses of the Refunding Trustee. The Refunding Trustee hereby agrees that such compensation has been made to the satisfaction of the

Refunding Trustee. Such amount does not take into consideration any extraordinary fees and expenses of the Refunding Trustee. The Refunding Trustee represents that it has incurred no extraordinary fees and expenses pertaining to this Escrow Agreement. The Refunding Trustee shall comply with the requirements of the following paragraph before incurring any extraordinary fees and costs to be billed to the City. The Refunding Trustee acknowledges that it is not entitled to a lien on any Government Obligations or other obligations or money of the City held by it pursuant to this Escrow Agreement or any other agreement.

The Refunding Trustee shall provide the City with a good faith estimate of its fees and costs if and when it is requested by the City to: (a) render any service that is not provided for in this Escrow Agreement; (b) amend this Escrow Agreement; or (c) substitute securities under this Escrow Agreement. The City will pay the Refunding Trustee reasonable compensation for such unanticipated services, provided the City is first provided with such estimate and approves thereof in writing.

Section 18. *Amendments to this Escrow Agreement.* The Refunding Trustee and the City recognize that the owners of the Refunded Bonds have a beneficial interest in the money and the Government Obligations to be held in trust by the Refunding Trustee pursuant to this Escrow Agreement. Therefore, this Escrow Agreement shall be subject to amendment only in writing executed by the City and the Refunding Trustee for the purposes of: (a) clarifying an ambiguity in the duties and obligations set forth hereunder; or (b) altering the reporting or other ministerial obligations of the Refunding Trustee to the City. The parties will not amend this Escrow Agreement in such a manner as to permit the Refunding Trustee to invest in or deposit in the Escrow Account any obligations other than noncallable, nonprepayable obligations of, or obligations unconditionally guaranteed by, the United States of America. Each amendment to this Escrow Agreement shall be accompanied by an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such amendment will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes. In addition, if such amendment results in any change of the maturities, interest earnings or redemption features of the Government Obligations, then such amendment shall also be accompanied by a supplemental verification addressed to the City and to the Refunding Trustee from an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after the amendment will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds.

Section 19. *Notification of Deficiency.* The Refunding Trustee will give the City prompt notice if the Refunding Trustee shall determine there are or will be insufficient money or Government Obligations to make the payments specified in Section 7 of this Escrow Agreement, and the City shall promptly deposit with the Refunding Trustee additional sums of money required to correct such deficiencies. This Section 19 is not intended to create an obligation on the part of the Refunding Trustee to calculate or in any way verify the sufficiency or projected future sufficiency of the maturing principal of and interest on the Government Obligations and other money held by the Refunding Trustee pursuant to this Escrow Agreement to pay the debt service on the Refunding Bonds.

Section 20. *Successor Refunding Trustee.* The Refunding Trustee shall, upon receiving a written request from the City, or may, upon providing 30 days prior written notice to the City, be removed as Refunding Trustee hereunder; provided, the Refunding Trustee will not relinquish its duties hereunder until a qualified successor accepts its appointment. The City shall promptly appoint a successor Refunding Trustee upon the removal of the Refunding Trustee; *provided*, the Refunding Trustee may petition a court of competent jurisdiction for the appointment of a successor Refunding Trustee if the successor Refunding Trustee appointed by the City does not accept its appointment within 45 days after the giving of notice described in the preceding sentence. Any successor Refunding Trustee shall meet the requirements of RCW 39.53.070, as now in effect or hereafter amended, and shall assume all the obligations of the Refunding Trustee under this Escrow Agreement. All the Government Obligations and money then held by the Refunding Trustee pursuant to this Escrow Agreement shall thereafter be transferred to such successor.

Any corporation or association into which the Refunding Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, consolidation or reorganization to which the Refunding Trustee may be a party, or any corporation or association to which the Refunding Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Refunding Trustee without the execution or filing of any paper or any further act on the part of the City or the Refunding Trustee.

Section 21. *Receipt of Statements.* The Refunding Trustee hereby acknowledges receipt from the City of statements setting forth the interest payment schedules and maturity schedules of the Refunded Bonds by number, amount, date of maturity and interest rates, the amount of interest to be paid on each semiannual interest payment date of such bonds, if any, and the amount of the principal to be paid on the date that the Refunded Bonds are to be redeemed.

Section 22. *Holidays.* If the date for making any payment or the last date for performance of any act or the exercising of any right or duty, as provided in this Escrow Agreement, shall be a legal holiday, a day on which banking institutions in Seattle, Washington, and New York, New York, are authorized by law to remain closed, or a day on which the New York Stock Exchange is closed, such payment may be made, such act performed, or such right exercised on the next succeeding day, with the same force and effect as if done on the nominal date provided in this Escrow Agreement.

Section 23. *Term.* The term of this Escrow Agreement shall commence on the date the Bonds are delivered to the Underwriter and shall expire on the later of: (a) the date the final payment is made pursuant to Section 7 hereof; (b) the date any surplus money remaining in the Escrow Account is transferred to the City pursuant to Section 12 hereof; and (c) the date the final statement required by Section 16 hereof is received by the City. Notwithstanding the expiration of this Escrow Agreement, the Refunding Trustee shall not be relieved of any liability for a breach of this Escrow Agreement occurring during the term hereof.

Section 24. *Writings Required.* Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

Section 25. *Governing Law.* This Escrow Agreement shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

Section 26. *Severability.* In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, and this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. If any portion of this Escrow Agreement is amended, severed or revoked, the City agrees to notify any rating agency with a current rating on the Bonds prior to such action.

Section 27. *Counterparts.* This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Escrow Agreement.

CITY OF SPOKANE
Spokane County, Washington

(S E A L)

_____
Matthew Boston, Designated Representative

ATTEST:

_____
Giacobbe Byrd, City Clerk

[U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

_____
[Aaron Fong, Vice President]

ATTACHMENT "I"

NOTICE OF DEFEASANCE

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 12 of Ordinance No. C35219, adopted on January 12, 2015, by the City Council of the City of Spokane, Washington (the "**City**"), the City has defeased [all] [a portion of] its outstanding Limited Tax General Obligation Refunding Bonds, Series 2015 (the "**Refunded Bonds**"), as set forth below, by depositing certain Government Obligations, together with other legally available money of the City, in an escrow account held by [U.S. Bank Trust Company National Association of Seattle, Washington], as Refunding Trustee.

[Refunded Bonds

Maturity Date (December 1)	Principal Amounts	Interest Rates	CUSIP Nos.
2027	$4,050,000	3.000%	849067 T52
2028	4,530,000	3.500	849067 T60
2029	5,055,000	4.000	849067 T78
2030	5,640,000	4.000	849067 T86
2031	6,265,000	4.000	849067 T94
2032	6,935,000	3.000	849067 U27
2033	7,570,000	3.125	849067 U35
2034	8,260,000	3.100	849067 U43]

The Refunded Bonds will become due and will be redeemed and paid on [_____], 2026, at the redemption price of par, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

[U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

By: _____
Trust Officer

Dated: _____, 2026.

ATTACHMENT "II"

NOTICE OF REDEMPTION

CITY OF SPOKANE
Spokane County, Washington

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 5 of Ordinance No. C35219, adopted on January 12, 2015 by the City Council of the City of Spokane, Washington (the "**City**"), the City has called for redemption on [REDEMPTION DATE], 2026, $[48,305,000] principal amount of its outstanding City of Spokane Limited Tax General Obligation Refunding Bonds, Series 2015, dated February 11, 2015, that mature on December 1 in the years 20[27] through 20[34], inclusive (the "**Refunded Bonds"),** as set forth below:

[Refunded Bonds

Maturity Date (December 1)	Principal Amounts	Interest Rates	CUSIP Nos.
2027	$4,050,000	3.000%	849067 T52
2028	4,530,000	3.500	849067 T60
2029	5,055,000	4.000	849067 T78
2030	5,640,000	4.000	849067 T86
2031	6,265,000	4.000	849067 T94
2032	6,935,000	3.000	849067 U27
2033	7,570,000	3.125	849067 U35
2034	8,260,000	3.100	849067 U43]

The Refunded Bonds will become due and will be redeemed and paid on [REDEMPTION DATE], 2026, at the redemption price of 100 percent of the principal to be redeemed, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

On [REDEMPTION DATE], 2026, the Refunded Bonds designated will become due and payable at the specified redemption price at the following address:

In Person or By Mail: [Washington State Fiscal Agent]
[address]
_____ [ZIP Code]

U.S. Bank Trust Company National Association, as Refunding Trustee, shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in this Redemption Notice. It is included solely for convenience of the Registered Owners.

[insert relevant federal and state law tax consequences of redemption payments]

No representation is made as to the correctness of the number either as printed on the Refunded Bonds or as contained in any notice of redemption and reliance may be placed only on the identification numbers printed on the Refunded Bonds.

Dated: _____, 2026.

WASHINGTON STATE FISCAL AGENT

By: _____
Title: _____

EXHIBIT "C"

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "**Undertaking**") is executed and delivered by the City of Spokane, Washington (the "**City**") in connection with the issuance of $_____ Limited Tax General Obligation Refunding Bonds, Series 2026 (the "**Bonds**") of the City. The Bonds are being issued pursuant to Ordinance No. C36899, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**").

A. *Limitation of Rights.* The City intends that this Undertaking constitutes the City's undertaking to provide the information and notices described by Rule 15c2-12 (as defined below) with respect solely to the Bonds (the "**Undertaking**"). Notwithstanding any other provision of the Ordinance to the contrary, neither the Holder or the Registered Owner of bonds of any series other than the Bonds, nor any trustee acting on their behalf, shall be entitled to any right or to exercise any remedy provided to the Holders under this Undertaking based upon the City's failure to observe, or refusal to comply with, the covenants contained in this Undertaking.

B. *Definitions for Purposes of this Undertaking*

Solely for the purposes of this Undertaking, the following terms shall have the following meanings unless the context otherwise requires:

"Annual Financial Information" means an annual update of the financial information and operating data of the type set forth in the Audited Financial Statements which shall include statements of: _____, commencing [September 30, 2026].

"Audited Financial Statements" means, with respect to the City, financial statements prepared and audited pursuant to the laws of the State (presently RCW 43.09.200 through 43.09.285), as such laws may be amended from time to time, and with respect to Obligated Persons, financial statements prepared and audited in such manner as is described in the Annual Financial Information regarding the Obligated Person, if such Obligated Person exists in the future. Presently, there are no Obligated Persons (other the City) with respect to the Bonds.

"EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"*Financial Obligation*" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"Holder" means any Registered Owner of a Bond and any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: voting power which includes the power to vote, or to direct the voting of, any such bond; and/or investment power which includes the power to dispose, or direct the disposition of, any such bond.

"MSRB" means the Municipal Securities Rulemaking Board or any successor in functions thereto.

"Obligated Person" shall have the meaning specified in Rule 15c2-12.

"Official Statement" means the City's official statement relating to the Bonds, together with any amendments thereto.

"Required Filings" means any filing made pursuant to Sections this Undertaking.

"Rule 15c2-12" means Rule 15c2-12 of the SEC, as amended.

"SEC" means the Securities and Exchange Commission or any successor in functions thereto.

C. *Annual Financial Information*

The City will provide to EMMA not later than the last day of the ninth month of each fiscal year, commencing on or before September 30, 2027, Annual Financial Information for the City in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB. Presently, the City's fiscal year commences on January 1. All or any portion of the Annual Financial Information may be incorporated in the Annual Financial Information by cross reference to any other documents which have been filed with: (1) EMMA; or (2) the SEC; or (3) if the document is an official statement, with the MSRB.

Annual Financial Information for any fiscal year containing any modified operating data or financial information for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, the initial Annual Financial Information after such modification shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. The City will provide notice of the modification of operating data or financial information or change in accounting principles to EMMA.

D. *Audited Financial Statements*

To the extent the City's Audited Financial Statements are not submitted as part of the Annual Financial Information under Paragraph C, the City will provide to EMMA the Audited Financial Statements of the City (commencing with the audited financial statements for the fiscal year ending December 31, 2025), when and if such Audited Financial Statements are available.

E. *Listed Event Notices*

The City will provide to EMMA, within 10 business days of the occurrence, notice of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City;[1]

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

F. *Notice of Late Filing*

The City will provide to EMMA in a timely manner, not in excess of 10 business days after the occurrence of the event, notice of a failure of the City to provide the required Annual Financial Information on or before the date specified in this Section.

[1] This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

G. *Term of this Undertaking*

The term of this Undertaking shall commence on the date of closing and initial delivery of the Bonds to the Registered Owners, and shall terminate when the Bonds shall have been paid in full or defeased in accordance with the Ordinance. The City shall provide notice of such defeasance to EMMA; provided, such notice shall not be a condition to such defeasance.

H. *Amendments*

Notwithstanding any provision of the Ordinance to the contrary, the City may amend this Undertaking in conformity with Rule 15c2-12, as interpreted from time to time by the courts of competent jurisdiction, the SEC, or the SEC staff. Upon the adoption of any amendment to the Rule, this Undertaking shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City and all Holders under this Undertaking shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such amendment shall be deemed to be part of the terms and conditions of this Undertaking for any and all purposes. If the consent of Holders is necessary for such amendment, only the Holders of the Bonds shall be considered for purposes of determining whether such consent has been rendered.

I. *Additional Information*

Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Required Filing, in addition to that which is required by this Undertaking. If the City chooses to include any information in any Required Filing in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Required Filing.

J. *Defaults of this Undertaking*

If the City shall fail to comply with any provision of this Undertaking, then any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, such provision against the City and any of the officers, agents and employees of the City, and may compel the City or any such officers, agents or employees to perform and carry out their duties under this Undertaking; provided, that the sole and exclusive remedy for breach of this Undertaking shall be an action to compel specific performance of the obligations of the City hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances.

K. *Rescission Rights*

The City hereby reserves the right to rescind this Undertaking without the consent of the Holders in the event Rule 15c2-12 is repealed by the SEC or is ruled to be invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of Rule 15c2-12, the City hereby reserves the right to rescind those provisions of this Undertaking that were required by those parts of Rule 15c2-12 that are so repealed or invalidated.

L. *Dissemination Agent.*

The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

M. *EMMA*

Any filing under this Undertaking may be made solely by transmitting such filing to EMMA as provided at http://emma.msrb.org.

CITY OF SPOKANE
Spokane County, Washington

_____
Matthew Boston, Designated Representative

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026		
Clerk's File #	ORD C36898		
Cross Ref #	ORD C36663		
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6585	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	UTGO REFUNDING BOND		

Agenda Wording

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $56,500,000 OF THE CITY'S UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, TO PROVIDE MONEY TO DEFEASE AND/OR REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING UNLIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2015.

Summary (Background)

2025 ORD C36663, authorizing the CFO to refinance the existing UTGO Bonds, expired on 4/21/2026 unexercised because the market conditions were not right. This ordinance extends the authorization of issuance and sale of the City's UTGO Bonds in an amount not to exceed $56.5 million.

What impacts would the proposal have on historically excluded communities?

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

Council Subcommittee Review

N/A

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

Narrative

Taking advantage of the lower interest rate environment by refinancing all or some of the existing bonds, ultimately lowers debt service payments.

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

Funding Source	One-Time
Funding Source Type	Reallocation

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

Expense Occurrence	One-Time

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

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

Distribution List	
mboston@spokanecity.org	jstratton@spokanecity.org
jlipps@spokanecity.org	cbaird@spokanecity.org
rrobertson@spokanecity.org	kbustos@spokanecity.org

CITY OF SPOKANE, WASHINGTON
UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2026

ORDINANCE NO. C36898

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $56,500,000 OF THE CITY'S UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, TO PROVIDE MONEY TO DEFEASE AND/OR REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING UNLIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2015; PROVIDING FOR THE CALL, DEFEASANCE, PAYMENT AND REDEMPTION OF THE REFUNDED BONDS; PROVIDING FOR THE OPTION OF SELLING THE BONDS BY COMPETITIVE OR NEGOTIATED SALE; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE AND TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DESIGNATING A FISCAL AGENT; PLEDGING THE CITY'S FULL FAITH, CREDIT AND RESOURCES TO THE PAYMENT OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; COVENANTING TO COMPLY WITH CERTAIN FEDERAL TAX AND SECURITIES LAWS; DELEGATING CERTAIN ACTIONS IN CONNECTION WITH THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Passed: July 22, 2026

Prepared by:

KUTAK ROCK LLP
Spokane, Washington

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Exhibit "A": Form of Bond
Exhibit "B": Form of Escrow Agreement
Exhibit "C": Continuing Disclosure Undertaking

ORDINANCE NO. C36898

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $56,500,000 OF THE CITY'S UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, TO PROVIDE MONEY TO DEFEASE AND/OR REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING UNLIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2015; PROVIDING FOR THE CALL, DEFEASANCE, PAYMENT AND REDEMPTION OF THE REFUNDED BONDS; PROVIDING FOR THE OPTION OF SELLING THE BONDS BY COMPETITIVE OR NEGOTIATED SALE; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE AND TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DESIGNATING A FISCAL AGENT; PLEDGING THE CITY'S FULL FAITH, CREDIT AND RESOURCES TO THE PAYMENT OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; COVENANTING TO COMPLY WITH CERTAIN FEDERAL TAX AND SECURITIES LAWS; DELEGATING CERTAIN ACTIONS IN CONNECTION WITH THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the City of Spokane, Washington (the "**City**") is a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**") and the Charter of the City; and

WHEREAS, the City is authorized and empowered by chapters 35.22, 39.36, 39.46 and 39.53 RCW to sell, issue and deliver its unlimited tax general obligation refunding bonds to refund all or a portion of its outstanding unlimited tax general obligation bonds; and

WHEREAS, the City now has outstanding its Unlimited Tax General Obligation Bonds, Series 2015, issued on January 27, 2015, pursuant to Ordinance No. C35207, passed by the City Council of the City (the "**Council**") on December 15, 2014 (the "**2015 Bond Ordinance**"), in the aggregate principal amount of $60,070,000 (the "**2015 Bonds**"), which remain outstanding as follows:

Outstanding 2015 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2026	$1,615,000	4.00%	849067 S46
2027	1,970,000	4.00	849067 S53
2028	5,770,000	4.00	849067 S61
2029	6,315,000	4.00	849067 S79
2030	6,895,000	4.00	849067 S87
2031	7,505,000	4.00	849067 S95

2032	8,160,000	3.00	849067 T29
2033	8,770,000	4.00	849067 T37
2034	9,500,000	4.00	849067 T45

; and

WHEREAS, the 2015 Bonds maturing on and after December 1, 2026 are callable for redemption at any time on and after December 1, 2024, at a price of par plus accrued interest to the date of redemption; and

WHEREAS, after due consideration, the Council has determined it will be financially advantageous to the City and result in a savings to the City's taxpayers to pay, defease, redeem and/or retire all or a portion of the outstanding 2015 Bonds maturing on and after December 1, 2026 (as more specifically defined herein, the "**Refunded Bonds**") the Refunded Bonds through the issuance of Unlimited Tax General Obligation Refunding Bonds, Series 2026 (the "**Bonds**"); and

WHEREAS, the Bonds will not mature later than the Refunded Bonds would have matured; and

WHEREAS, the annual debt service requirements of the Bonds will not exceed the annual debt service requirements of the Refunded Bonds; and

WHEREAS, the Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the final principal amount of the Bonds, the date of the Bonds, denominations, the interest rates, the number of series, the series designation, the tax status of each series, payment dates, redemption provisions, minimum savings and maturity dates of the Bonds under such terms and conditions as are approved by this ordinance; and

WHEREAS, the Council is desirous of taking all reasonable actions to enable it to refund the Refunded Bonds in order to obtain maximum savings for the taxpayers of the City; and

WHEREAS, the Council has determined it to be in the best interest of the City to sell the Bonds at competitive sale or negotiated sale;

NOW, THEREFORE, THE CITY OF SPOKANE DOES HEREBY FURTHER FIND, DETERMINE AND ORDAIN as follows:

Section 1: Definitions

As used in this Ordinance, the following terms have the meanings provided in this Section 1.

Approved Bid means the winning bid submitted for a series of the Bonds if such series is sold by competitive sale, as selected by the Designated Representative.

Bond Fund means the City's "General Obligation Debt Service Fund" maintained pursuant to Section 9 of this Ordinance.

Bond Purchase Contract means the contract between the City and the Underwriter pertaining to the sale and delivery of the Bonds, if the Bonds are sold by negotiated sale (including a private placement), as more fully described in Section 4 of this Ordinance.

Bond Register means the registration records maintained by the Registrar on which shall appear the names and addresses of the Registered Owners.

Bonds means the bonds herein authorized, designated as "City of Spokane Unlimited Tax General Obligation Refunding Bonds, Series 2026," or such other designation as the Designated Representative shall determine.

Chief Financial Officer means the duly qualified, appointed and acting Chief Financial Officer of the City or any other officer who succeeds to the duties now delegated to that office.

City means the City of Spokane, a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington and the Charter of the City.

City Clerk means the Clerk of the City or other officer of the City who is the custodian of the records of the proceedings of the Council or her successor in functions, if any.

Code means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder.

Council means the City Council as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

Debt Service Account means the City's "UTGO 2026 Debt Service Account" referred to in Section 9 of this Ordinance.

Designated Representative means the Chief Financial Officer or the Director of Management and Budget.

Director of Management and Budget means the duly qualified, appointed and acting Director of Management and Budget of the City or any other officer who succeeds to the duties now delegated to that office.

DTC means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, which will act as securities depository for the Bonds.

Escrow Account means the City's "Unlimited Tax General Obligation Bonds, Series 2015 Escrow Account" which may be created by the Refunding Trustee to accomplish the defeasance and/or refunding of the Refunded Bonds.

Escrow Agreement means the agreement of that name by and between the City and the Refunding Trustee, which may be executed by the Designated Representative, if deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds.

Good Faith Deposit has the meaning ascribed thereto in Section 6 hereof.

Government Obligations means those obligations now or hereafter defined as such in Chapter 39.53 RCW.

Letter of Representations means the Blanket Issuer Letter of Representations from the City to DTC.

Mayor means the Mayor of the City or her successor in functions, if any.

Municipal Advisor means Northwest Municipal Advisors, Bellevue, Washington, the City's municipal advisor with respect to the issuance of the Bonds.

Official Notice of Sale means, if the Bonds are sold by competitive sale, the notice of bond sale to be submitted to potential bidders for the Bonds and authorized to be given in Section 4 of this Ordinance.

Ordinance means this Ordinance adopted by the Council on July 22, 2026, authorizing the sale, issuance and delivery of the Bonds.

Outstanding means, when used with reference to the Bonds, as of any particular date, all Bonds that have been issued, executed, authenticated and delivered except: (A) Bonds canceled because of payment or redemption prior to their stated dates of maturity; and (B) any Bond (or portion thereof) deemed to have been paid pursuant to Section 19 of this Ordinance.

Participants means those broker-dealers, banks and other financial institutions from time to time for which DTC holds the Bonds as securities depository.

Redemption Date means the date on which the Refunded Bonds will be redeemed, as selected by the Designated Representative.

Refunded Bonds means all or a portion of the 2015 Bonds maturing on and after December 1, 2026, as selected by the Designated Representative.

Refunding Trustee has the meaning ascribed thereto in Section 11 hereof.

Registered Owner means the person named as the registered owner of a Bond on the Bond Register.

Registrar means the Washington State Fiscal Agent, acting in the capacity as registrar, authenticating agent, paying agent and transfer agent of the Bonds, or its successors in functions, as now or hereafter designated.

Serial Bonds means any Bonds other than Term Bonds.

Term Bonds means the Bonds specifically designated as such in the Official Statement.

Treasurer means the Treasurer of the City, and any successor treasurer of the City in accordance with applicable law.

True Interest Cost means the yield that, when discounting all future principal and interest payments to the delivery date of the Bonds, produces a present value equal to the principal amount of the Bonds, less any Bond insurance policy premium, less the successful bidder's discount, plus any original issue premium, less any original issue discount, plus accrued interest.

Underwriter means the firm submitting the Approved Bid for the Bonds, or if it is determined that a negotiated sale (including a private placement) is in the best interest of the City, the underwriting firm or bank entering into the Bond Purchase Contract.

2015 Bond Ordinance means Ordinance No. C35207, passed by the Council on December 15, 2014.

2015 Bonds means the Unlimited Tax General Obligation Bonds, Series 2015, of the City issued January 27, 2015, and authorized by the 2015 Bond Ordinance.

Section 2: Interpretation

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

A. *Internal References.* All references in this Ordinance to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Ordinance. The words "herein," "hereof," "hereto," "hereby," "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision.

B. *Persons.* Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public boards, as well as natural persons.

C. *Headings.* Any headings preceding the texts of the several sections of this Ordinance and the table of contents, shall be solely for convenience of reference and shall not constitute a part of this Ordinance, nor shall they affect its meaning, construction or effect.

D. *Writing Requirement.* Every "notice," "certificate," "consent" or similar action hereunder by the City shall, unless the form thereof is specifically provided, be in writing signed by an authorized representative of the City.

E. *Time.* In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding."

F. *Redemption.* Words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

G. *Payment Terms.* References to the payment of the Bonds shall be deemed to include references to the payment of interest thereon.

H. *Gender.* Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words imparting the singular number shall include the plural numbers and vice versa, unless the context shall otherwise dictate.

Section 3: Purpose of the Bonds

The Bonds are being issued to provide money to pay, defease, redeem and/or retire the Refunded Bonds and to pay certain expenses incurred in connection with the issuance of the Bonds and the defeasance and/or refunding of the Refunded Bonds, all as set forth more specifically herein.

Section 4: Authorization of the Bonds

A. *General Terms.* Unlimited tax general obligation refunding bonds of the City, designated "City of Spokane Unlimited Tax General Obligation Refunding Bonds, Series 2026," are hereby authorized to be sold, issued and delivered pursuant to chapters 35.22, 39.36, 39.46 and 39.53 RCW, in the event that an Approved Bid for the Bonds is accepted, or a Bond Purchase Contract is executed if the Bonds are sold by negotiated sale (including a private placement), as provided in this Section 4. The Bonds shall be issued in the aggregate principal amount of not to exceed $56,500,000; shall be dated as of their date of delivery; shall be issued in fully registered form; shall be in the denomination of $5,000 each, or any integral multiple thereof within a single maturity; and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification. The Bonds shall be in substantially the form set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

B. *Competitive Sale.* The Designated Representative is authorized to cause the Official Notice of Sale for the Bonds to be prepared and published, and provide for such other matters pertaining to the competitive sale as deemed necessary or desirable. The Official Notice of Sale shall establish:

(1) that the True Interest Cost of the Bonds shall not exceed 4.00 percent;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95 percent nor more than 140 percent of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00 percent of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to accept the Approved Bid for the Bonds, which Approved Bid must state the rate or rates of interest the Bonds shall bear and any premium or discount the Bonds shall bear.

C. *Findings.* The Council hereby finds that the determinations made in this Ordinance are the determinations set forth in RCW 39.46.040; and as such, the Council has fully and properly authorized the sale, issuance and delivery of the Bonds.

D. *Negotiated Sale.* In the event the Designated Representative determines that it is in the best interest of the City and its taxpayers to sell the Bonds by negotiated sale (including a private placement), the Designated Representative, upon the approval of the Mayor, is hereby authorized to select a bank for placement, or an underwriter, and to enter into a Bond Purchase Contract as provided in this Section 4. The Bond Purchase Contract shall establish the following:

(1) the True Interest Cost of the Bonds, which shall not exceed 4.00 percent;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95 percent nor more than 140 percent of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00 percent of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to approve additions, deletions or alterations to the Bond Purchase Contract or any other document or certificate related thereto so

long as such additions, deletions or alterations do not substantially alter the intent and substance of this Ordinance.

E. *Negotiable Instruments.* The Bonds shall be negotiable instruments to the extent provided by chapter 62A.3 RCW.

Section 5: Redemption Prior to Maturity

A. *Redemption.* The Bonds shall be subject to redemption at such time and in such amounts as provided in the Official Notice of Sale and the Approved Bid, or, if the Bonds are sold by negotiated sale (including a private placement), in the Bond Purchase Contract.

B. *Partial Redemption.* In accordance with the preceding paragraph, portions of the principal amount of any Bond, in installments of $5,000 or any integral multiple of $5,000 within a maturity, may also be redeemed. If less than all the principal amount of any Bond is redeemed, upon surrender of such Bond at the designated corporate trust office of the Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Bond or Bonds, at the option of the Registered Owner, with like maturity and interest rate, in any denomination authorized by this Ordinance.

C. *Notice of Redemption.* Except as set forth in subsection D below, and unless waived by the Registered Owner of any Bond to be redeemed, notice of any such redemption shall be sent by the Registrar by first-class mail, postage prepaid, not less than 20 nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. The requirements of this subsection shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether it is actually received by the Registered Owner of any Bond to be redeemed. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the written notice, and if funds for the redemption are not irrevocably deposited with the Registrar or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice shall be specifically subject to the deposit of funds by the City. The Designated Representative is hereby authorized to agree to redemption provision they deem to be in the best interest of the City.

Any notice given pursuant to this subsection may be rescinded by written notice given by the City to the Registrar on or prior to the date specified for redemption. The Registrar shall give notice of such rescission as soon thereafter as practicable, and to the same Registered Owners, as notice of such redemption was given pursuant to this subsection.

D. *Special Notice of Redemption to DTC*. For so long as DTC is the securities depository for the Bonds, the Registrar shall send redemption and defeasance notices to DTC in the manner required by the Letter of Representations.

E. *Continuing Disclosure Undertaking*. Except in the case of a private placement, for so long as Section 24 of this Ordinance remains in effect, each redemption notice shall also be provided to EMMA by the City in the manner and timeframe specified in the Continuing Disclosure Undertaking; provided, neither any defect in such notice nor any failure to give all or

any portion of such notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C above.

F. *Effect of Redemption.* When so called for redemption, the Bonds shall cease to accrue interest on the specified redemption date, provided money for redemption is on deposit at the place of payment at that time, and shall not be deemed to be Outstanding as of such redemption date.

G. *Voluntary Redemption Notice.* In addition to the notice required by subsection C above, further notice may be given by the Registrar as set out below, but neither any defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C hereof.

(1) Each further notice of redemption given hereunder may contain the following information: (a) the redemption date; (b) the redemption price; (c) if less than all Bonds Outstanding are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (d) notification that, on the redemption date, the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date; (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Registrar; (f) the CUSIP numbers, if any, of all Bonds being redeemed; (g) the date of issue of the Bonds as originally issued; (h) the rate of interest borne by each Bond being redeemed; (i) the maturity date of each Bond being redeemed; and (j) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption may be sent at least 20 days before the redemption date by registered or certified mail or overnight delivery service to: (a) all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, such depositories now being DTC; and (b) one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(3) Each such further notice may be published one time in *The Bond Buyer* in New York, New York, or, if such publication is impractical or unlikely to reach a substantial number of the Registered Owners, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least 20 days prior to the date fixed for redemption.

H. *Open Market Purchase and Cancellation*. The City hereby reserves the right and option to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City partially redeems Term Bonds, pursuant to this Ordinance, the City may, at its discretion, reduce the amount of any mandatory sinking fund deposit or deposits by an aggregate principal amount equal to the principal amount of the Term Bonds so redeemed. All Bonds purchased or redeemed under this Section shall be canceled.

Section 6: Sale of the Bonds

A. *Competitive Sale Authorized*. The Bonds may be sold by competitive sale. In any such competitive sale, the Bonds will be awarded to the bidder whose bid will result in the lowest True Interest Cost to the City. In the event that two or more bidders offer bids at the same lowest True Interest Cost, the City will award the Bonds to the bidder submitting the bid resulting in the highest net present value savings to the City. The Underwriter must pay accrued interest, if any, computed on a 360-day year and 30-day month basis, from the date of the Bonds to the date of delivery.

(1) *Notice of Sale*. The City hereby authorizes the Designated Representative, with the assistance of the Municipal Advisor, if the Bonds are sold by competitive sale, to cause the Official Notice of Sale to be disseminated to prospective purchasers of the Bonds in such manner as it deems to be in the best interest of the City.

(2) *Good Faith Deposit*. Each bid must be unconditional and the successful bidder shall, within three hours of the award of the Bonds, make a good faith deposit (the "**Good Faith Deposit**") by federal wire or by a certified or bank cashier's check in immediately available funds payable to the City in an amount set forth in the Official Notice of Sale, which amount shall not be less than 0.5 percent of the principal amount of the Bonds.

The Good Faith Deposit of the successful bidder will become the property of the City and will be credited to the purchase price of the Bonds at the time of delivery of the Bonds. No interest will be paid by the City on a bidder's Good Faith Deposit. If the purchase price is not paid in full upon tender of the Bonds, the successful bidder shall have no right to the Bonds or to the recovery of the Good Faith Deposit, or to any allowance or credit by reason of the Good Faith Deposit, unless it appears the Bonds would not be validly issued if delivered to the Underwriter in the form and manner proposed. However, in the event of such nonpayment, the City reserves any and all rights granted by law to recover the agreed purchase price of the Bonds, and, in addition, any damages suffered by the City.

(3) *Opening and Award of Bids*. If the Bonds are sold pursuant to the provisions of this Section 6.A, bids will be opened by the City no later than 9:00 a.m. Pacific Time, in the offices of the Designated Representative, on the date set forth in the Official Notice of Sale. The Designated Representative is hereby authorized and directed to conduct the competitive sale of the Bonds in accordance with the Official Notice of Sale. The City reserves the right to reject any and all bids and to waive any irregularity or informality in any bid.

B. *Negotiated Sale Authorized.* The Bonds may be sold by negotiated sale (including a private placement) if it is determined by the Designated Representative, upon approval from the Mayor, that such method of sale is in the best interests of the City. If the Bonds are sold at negotiated sale or private placement, the terms of such sale must comply with Section 4 of this Ordinance.

C. *Other Related Matters.* The Designated Representative is authorized and directed to take such other actions to publicize or facilitate the sale of the Bonds as may be deemed desirable

or necessary including, but not limited to, securing a rating on the Bonds from one or more of the established nationally recognized rating services.

Section 7: Place, Manner and Medium of Payment

A. *Payment Medium.* The principal of and interest on the Bonds are payable in lawful money of the United States of America to the Registered Owners thereof.

B. *Payment of Interest.* Payment of each installment of interest shall be made to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date. Each installment of interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner.

C. *Payment of Principal.* Principal of each Bond shall be payable to the Registered Owner, upon presentation and surrender of the Bonds on or after the date of maturity or prior redemption, at the designated corporate trust office of the Registrar. Upon the payment of the Bonds at maturity, or upon payment of the redemption price of any Bond being redeemed, each check or other transfer of money issued for such purpose shall bear the CUSIP number, if any, and identify by issue and maturity the Bonds being paid or redeemed with the proceeds of such check or other transfer.

D. *Interest on Delinquent Amounts of the Bonds.* If any Bond is not redeemed when properly presented at its maturity or redemption date, the City shall pay interest on that Bond at the same rate provided in the Bond from and after its maturity or redemption date until the principal of and interest on that Bond is paid in full or until sufficient money for its payment in full is on deposit in the Debt Service Account and the Bond has been called for payment by giving notice to the Registered Owner of that unpaid Bond.

E. *Ownership of Bonds.* The City and the Registrar may deem and treat the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of receiving payments of principal and interest due on such Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

F. *Unclaimed Money.* The Treasurer shall submit a written request to the Registrar that the Registrar return to the Treasurer all money previously remitted to the Registrar for the payment of the Bonds that has not been distributed by the Registrar as of one year after the final maturity or prior redemption of all of the Bonds. The Treasurer shall deposit such money into a separate account to be held solely for the benefit of the Registered Owners of Bonds which have not been presented for payment, and which shall be used solely for paying the principal of such Bonds and the interest which had accrued thereon to the date of maturity or prior redemption. Interest earnings on the money in such account may be deposited into the Debt Service Account to pay the principal of and interest on any Bonds that are Outstanding.

Section 8: Pledge of Full Faith, Credit and Resources of the City

The full faith, credit and resources of the City are hereby irrevocably pledged for the punctual and full payment of the principal of and interest on the Bonds.

The City hereby irrevocably covenants that, for as long as any of the Bonds are Outstanding, it will make annual levies of *ad valorem* taxes without limitation as to rate or amount upon all the property within the City subject to taxation which, together with other money legally available therefor, will be sufficient in amount to pay the principal of and interest on the Bonds as the same shall become due.

Section 9: The Bond Fund

A. *Bond Fund & Debt Service Account.* The Treasurer currently maintains a fund to be used for the payment of debt service on all general obligation bonds, designated as the "General Obligation Debt Service Fund" (the "**Bond Fund**"). Within the Bond Fund, there has heretofore been created and shall continue to be maintained, a subsidiary account separate and distinct from all other accounts of the City, designated the "UTGO 2026 Debt Service Account" (the "**Debt Service Account**") or such other designation conforming to accounting practices, for the purpose of paying the principal of, premium, if any, and interest on the Bonds when due.

B. *Deposits to the Debt Service Account.* Accrued interest received from the sale of the Bonds, if any, shall be deposited into the Debt Service Account. All or a portion of original issue premium, if any, received from the sale of the Bonds may be deposited into the Debt Service Account. Tax receipts levied for the purpose of paying principal of and interest on the Bonds and, as from time to time directed by the Council, other City money legally available for payment of the Bonds will be deposited to the Debt Service Account to the extent necessary, and no later than the date such funds are required, to pay the principal of, premium, if any, and interest on the Bonds. The Treasurer is hereby authorized and directed to pay to the Registrar, in its capacity as the City's paying agent, all payments of principal and interest due on the Bonds in sufficient time for such payments to be made.

C. *Investment of Money in the Debt Service Account.* Money in the Debt Service Account may be invested as permitted by law, which investments shall mature prior to the date on which such money shall be needed for required interest or principal payments. All interest earned and income derived by virtue of such investments shall remain in the Debt Service Account and be used to meet the required deposits therein.

Section 10: The Refunding Plan

A. *Designation of the Refunded Bonds*. The City is desirous of defeasing, paying, redeeming and/or retiring the Refunded Bonds. The Designated Representative is authorized to designate all or a portion of the following outstanding 2015 Bonds as the "Refunded Bonds":

Outstanding 2015 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2026	$1,615,000	4.00%	849067 S46

2027	1,970,000	4.00	849067 S53
2028	5,770,000	4.00	849067 S61
2029	6,315,000	4.00	849067 S79
2030	6,895,000	4.00	849067 S87
2031	7,505,000	4.00	849067 S95
2032	8,160,000	3.00	849067 T29
2033	8,770,000	4.00	849067 T37
2034	9,500,000	4.00	849067 T45

B. *Application of Bond Proceeds.* The net proceeds of the Bonds (exclusive of any amounts that may be designated by the Designated Representative in a closing certificate to be allocated to pay costs of issuance of the Bonds and exclusive of amounts paid to an Underwriter as a fee or an Underwriter's discount)(the "**Net Bond Proceeds**"), together with other available funds of the City in the amount (if any) specified by the Designated Representative, shall be held by the City and used at the direction of the Designated Representative to pay the costs of, or to reimburse the City for the costs of, redeeming the Refunded Bonds and/or may be placed into the Escrow Account pursuant to the terms of an Escrow Agreement to effect a defeasance of the Refunded Bonds.

C. *Notice of Redemption*. The Refunding Trustee is hereby directed to give notice of the call and redemption of the Refunded Bonds in substantially the form set forth as Attachment II to the Form of Escrow Agreement attached hereto as Exhibit "B" and in the manner required by the 2015 Bond Ordinance.

D. *Modification of Refunding Plan.* The Designated Representative is hereby authorized, upon advice from the City's Municipal Advisor, to modify the refunding plan if such modification is determined to be in the City's best interest.

Section 11: The Refunding Trustee; Escrow Agreement

The City hereby authorizes the Designated Representative to select a financial institution to act as the Refunding Trustee with respect to the Refunded Bonds (the "**Refunding Trustee**"). In order to carry out the purposes of this Ordinance, if deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee an Escrow Agreement substantially in the form marked Exhibit "B" attached hereto and by this reference incorporated herein. If utilized, the Escrow Agreement, shall set forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the defeasance and/or refunding of the Refunded Bonds as provided herein, and shall set forth the payment of the fees, compensation and expenses of the Refunding Trustee.

Section 12: Creation of the Escrow Account & Government Obligations

A. *Creation of the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Refunding Trustee is authorized and directed to establish a special account for the City designated the

"Unlimited Tax General Obligation Bonds, Series 2015 Escrow Account," or such other designation conforming to accounting principles and banking practices.

B. *Deposits into the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, may be deposited into the Escrow Account and may be held as cash or used to acquire Government Obligations, as more specifically provided in the Escrow Agreement. Such funds shall be irrevocably deposited into the Escrow Account. Any funds to be deposited into the Escrow Account shall be held by the Refunding Trustee in trust. All funds credited to the Escrow Account shall be deemed so credited to and held in the Escrow Account notwithstanding the fact that such funds are held by the Refunding Trustee in trust for the owners of the Refunded Bonds.

C. *Use of Money in the Escrow Account*. If deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Refunding Trustee, on behalf of the City, may be authorized and directed to use the Net Bond Proceeds, together with other legally available money of the City, to purchase Government Obligations in the amounts, of the type, bearing interest and maturing in such amounts as are necessary to make the payments described in this Ordinance and in the Escrow Agreement. The investment income from and maturing principal of the Government Obligations and money to be deposited into the Escrow Account, if any, shall be transmitted to the Washington State Fiscal Agent, as Registrar for the City, for the sole purpose of paying the principal of and interest on the Refunded Bonds. Any money remaining on deposit in the Escrow Account created hereunder after the payment in full of the Refunded Bonds and the costs of issuing the Bonds, shall be transferred by the Refunding Trustee to the City and deposited into the Bond Fund.

D. *Government Obligations.*

(1) *Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, the Government Obligations shall be payable in such amounts and at such times that, together with other legally available money of the City, will be sufficient to provide for the payment of: (a) the interest on the Refunded Bonds as such becomes due on and before the Redemption Date or maturity of the Refunded Bonds; and (b) the price of redemption of the Refunded Bonds on the Redemption Date or the maturity value of the Refunded Bonds that are defeased to maturity.

(2) *Sufficiency of the Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to affect the defeasance and/or refunding of the Refunded Bonds, prior to the delivery of the Bonds, the City shall receive an opinion of a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, stating, in substance, that the money and Government Obligations to be deposited with the Refunding Trustee for the payment of the Refunded Bonds will discharge and satisfy the City's obligations under the 2015 Ordinance to make payments on the Refunded Bonds. Such opinion will not be

required in the event the City deposits sufficient funds at closing to provide for all debt service payments, without taking into account interest earnings thereon.

Section 13: Irrevocable Call

A. *Refunded Bonds.*

(1) *Irrevocable Call for Redemption.* In accordance with Section 4 of the 2015 Bond Ordinance, the City hereby calls the Refunded Bonds for redemption on the Redemption Date. Such call for redemption shall be irrevocable upon the delivery of the Bonds to the Underwriter.

(2) *Irrevocable Pledge of Proceeds of the Bonds*. The City hereby irrevocably pledges the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, Government Obligations (if any) and any amounts on deposit in the Escrow Account (if utilized), to pay the interest on the Refunded Bonds, up to and including the Redemption Date, and to redeem and retire the Refunded Bonds on such date at the price of 100 percent of the principal amount thereof plus accrued interest to the Redemption Date. Such amounts are hereby irrevocably pledged to be set aside to effect such payment, redemption and retirement.

B. *Findings Regarding the Defeasance and/or Refunding of the Refunded Bonds*. The Council hereby finds that, as of the date the Bonds are issued and the Net Bond Proceeds are utilized as set forth herein: (1) no further payments need to be made into the Bond Fund for the payment of the principal of and interest on the Refunded Bonds; (2) the Refunded Bonds and the interest accrued thereon shall cease to be entitled to any lien, benefit or security of the 2015 Bond Ordinance, except the right to receive the funds so set aside and pledged; and (3) the Refunded Bonds and the interest accruing thereon shall no longer be deemed to be Outstanding under the 2015 Bond Ordinance. The Council hereby further finds and determines that the issuance and sale of the Bonds will benefit the City by affecting a savings to the City's taxpayers. In making such finding and determination, the Council has given consideration to the interest that will be payable on the Bonds through the maturity of the Bonds, the costs of issuance of the Bonds and the net present value savings due to the defeasance and/or refunding of the Refunded Bonds.

Section 14: Execution and Authentication of the Bonds

A. *Execution of the Bonds.* The City shall cause definitive Bonds to be prepared, executed, and delivered. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, shall be attested by the manual or facsimile signature of the City Clerk, and shall have the seal of the City impressed, imprinted or otherwise reproduced thereon.

B. *Authentication of the Bonds.* The executed Bonds shall be delivered to the Registrar for authentication. The Bonds shall be numbered separately in the manner and with any additional designation as the Registrar deems necessary for purposes of identification. Only those Bonds that bear a Certificate of Authentication substantially in the form set forth in Exhibit "A" attached hereto and manually executed by an authorized representative of the Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance. Such Certificate of

Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Ordinance.

C. *Validity of Signatures.* In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the City before the Bonds so signed or attested shall have been authenticated or delivered by the Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued, and, upon such authentication, delivery and issue, shall be as binding upon the City as though those who signed and attested the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of such Bond shall be the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 15: The Registrar

A. *Registrar Appointed.* The Treasurer has designated the Washington State Fiscal Agent as the City's legally designated fiscal agent with respect to the Bonds. The Council hereby confirms such designation with respect to the Bonds and appoints the Washington State Fiscal Agent as Registrar, authenticating agent, paying agent and transfer agent with respect to the Bonds, subject to the terms and conditions of this Section.

B. *Delegated Duties.* The Registrar is hereby authorized and directed, on behalf of the City, to authenticate and deliver Bonds initially issued or transferred or exchanged in accordance with the provisions of the Bonds and this Ordinance and to carry out all of the Registrar's powers and duties under this Ordinance and the Agreement for Fiscal Agency Services between the Washington State Finance Committee and the Registrar (as the same may be amended or readopted from time to time).

C. *Bond Register.* The Bonds shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, at its designated corporate trust office the Bond Register which shall at all times be open to inspection by the City. The City hereby specifies and adopts the system of registration for the Bonds approved by the Washington State Finance Committee.

D. *Fees and Costs.* The City shall pay to the Registrar from time to time reasonable compensation for all services rendered under this Ordinance, together with reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Ordinance. The administrative fees provided for in this subsection may be paid from the Debt Service Account.

E. *Representations.* The Registrar shall be responsible for its representations contained in the Registrar's Certificate of Authentication on the Bonds.

F. *Ownership Rights.* The Registrar may become the Registered Owner of the Bonds with the same rights it would have if it were not the Registrar, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in

any other capacity with respect to, any committee formed to protect the rights of Registered Owners of the Bonds.

G. *Cancellation of Surrendered Bonds.* Bonds surrendered to the Registrar for payment, redemption, transfer or exchange, as well as Bonds surrendered by the City for cancellation, shall be canceled immediately by the Registrar and returned to the City. Such Bonds thereafter shall be destroyed.

Section 16: Book-Entry System Authorized

A. The Bonds shall be initially issued in the form of a separate, single-certificated, fully registered Bond for each maturity set forth in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), the Bond Purchase Contract, as provided for in Section 4 of this Ordinance, in the aggregate principal amount of such maturity. Upon initial issuance, the ownership of each Bond may be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the securities depository for the Bonds. Except as provided in subsection D of this Section, all of the Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

B. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, neither the City nor the Registrar shall have any responsibility or obligation to any Participant or to any person on behalf of which a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to: (1) the accuracy of the records of DTC, Cede & Co., or any Participant with respect to any ownership interest in the Bonds; (2) the delivery to any Participant or any other person, other than a Registered Owner, of any notice with respect to the Bonds; or (3) the payment to any Participant or any other person, other than a Registered Owner, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Registrar may treat and consider the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and the interest on the Bonds as provided for in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), Bond Purchase Contract, and as further provided in Sections 4 and 5 of this Ordinance and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sums so paid. No person other than a Registered Owner shall receive a certificated Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to the transfer and payment of the Bonds, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

C. The City heretofore has delivered the Letter of Representations to the Registrar and DTC. The delivery of the Letter of Representations shall not in any way limit the provisions of subsection B of this Section or in any other way impose upon the City any obligation whatsoever

with respect to persons having interests in the Bonds other than the Registered Owner. The Registrar shall take all action necessary to comply with, at all times, any and all representations of the City in the Letter of Representations with respect to the Registrar.

D. (1) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and to the Registrar, and discharging its responsibilities with respect thereto under applicable law.

(2) The City, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the City determines that: (a) DTC is unable to discharge its responsibilities with respect to the Bonds; or (b) a continuation of the requirement that all of the Bonds be registered in the Bond Register in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of the Bonds.

(3) Upon termination of the services of DTC with respect to the Bonds pursuant to subsection D(2)(b) of this Section, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection D(1) or subsection D(2)(a) of this Section, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found that, in the opinion of the City, is willing and able to undertake such functions upon reasonable and customary terms, the City shall deliver certificated Bonds at the expense of the City, as described in this Ordinance, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the names that the Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. In the event the Bonds are transferred by the City to fully registered form, the Bonds shall be payable by the Registrar. Thereafter, the principal of the Bonds shall be payable upon due presentment and surrender thereof at the designated corporate trust office of the Registrar; interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner, and the Bonds shall be transferable as provided in this Ordinance.

E. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

F. If the Bonds are privately placed with a bank, the City may determine not to comply with this Section if the Designated Representative deems it to be in the best interest of the City.

Section 17: Transfer and Exchange of the Bonds

A. *Transfer of Bonds.* Each Bond shall be transferable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, upon due completion of the assignment form appearing thereon and upon surrender of such Bond at the designated corporate trust office of the Registrar for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor.

B. *Exchange of Bonds.* Each Bond shall be exchangeable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, for one or more new Bonds, upon surrender of such Bond at the designated corporate trust office of the Registrar for cancellation.

C. *Authentication and Delivery of New Bonds.* Whenever a Bond shall be surrendered for transfer or exchange, the Registrar shall authenticate and deliver to the transferee or exchangee, in exchange therefor, a new fully registered Bond or Bonds of any authorized denomination or denominations, of the same maturity and interest rate as, and for the aggregate principal amount of, the Bond being surrendered. Notwithstanding the foregoing sentence, the Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

D. *Payment of Fees and Costs.* The Registrar shall require the payment by the Registered Owner requesting such transfer or exchange of any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

Section 18: Mutilated, Lost, Stolen or Destroyed Bonds

A. *Issuance of Substitute Bonds.* If any Bond shall become mutilated, lost, stolen or destroyed, the affected Registered Owner shall be entitled to the issuance of a substitute Bond only as follows:

(1) in the case of a lost, stolen or destroyed Bond, the Registered Owner shall: (a) provide notice of the loss, theft or destruction to the City and the Registrar within a reasonable time after the Registered Owner receives notice of the loss, theft or destruction; (b) request the issuance of a substitute Bond; (c) provide evidence, satisfactory to the City and the Registrar, of the ownership and the loss, theft or destruction of the affected Bond; and (d) file in the offices of the City and the Registrar a written affidavit specifically alleging on oath that such Registered Owner is the proper owner, payee or legal representative of such owner or payee of the Bond that has been lost, stolen or destroyed, giving the date the Bond was issued and the number, principal amount and series of such Bond, and stating that the Bond has been lost, stolen or destroyed, and has not been paid and has not been received by such Registered Owner;

(2) in the case of a mutilated Bond, the Registered Owner shall surrender the Bond to the Registrar for cancellation; and

(3) in all cases, the Registered Owner shall provide indemnity against any and all claims arising out of or otherwise related to the issuance of substitute Bonds pursuant to this Section satisfactory to the City and the Registrar.

Upon compliance with the foregoing, a new Bond of like tenor and denomination, bearing the same number as the mutilated, lost, stolen or destroyed Bond, and with the word "DUPLICATE" stamped or printed plainly on its face, shall be executed by the City, authenticated by the Registrar and delivered to the Registered Owner, all at the expense of the Registered Owner to whom the substitute Bond is delivered. Notwithstanding the foregoing, the Registrar shall not be required to authenticate and deliver any substitute Bond for a Bond that has matured or is about to mature or that has been called for redemption and, in any such case, the principal or redemption price and interest then due or becoming due shall be paid by the Registrar in accordance with the terms of the mutilated, destroyed, lost or stolen Bonds without substitution therefor.

B. *Notation on the Bond Register.* Upon the issuance and authentication of any substitute Bond under the provisions of this Section, the Registrar shall enter upon the Bond Register a notation that the original Bond was canceled and a substitute Bond was issued.

C. *Rights of Registered Owners of Substitute Bonds.* Every substitute Bond issued pursuant to this Section shall constitute an additional contractual obligation of the City and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued hereunder unless the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by a bona fide purchaser for value without notice. In the event the Bond alleged to have been destroyed, lost or stolen shall be enforceable by anyone, the City may recover the substitute Bond from the Registered Owner to whom it was issued or from anyone taking under the Registered Owner except a bona fide purchaser for value without notice.

D. *Exclusive Rights.* All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or of investment or other securities without their surrender.

Section 19: Defeasance of the Bonds

In the event that money and/or "government obligations" (as defined from time to time in RCW 39.53.010), maturing or having guaranteed redemption prices at the option of the owner at such time or times and bearing interest to be earned thereon in such amounts as are sufficient, together with any resulting cash balances, to redeem and retire part or all of the Bonds in accordance with their terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the Debt Service Account or any account therein for the payment of the principal of and interest on the certain Bonds so provided for, and such Bonds and interest accrued thereon shall no longer be deemed to be Outstanding hereunder.

If the principal or redemption price of any Bonds becoming due, either at maturity or by call for redemption or otherwise, together with all interest accruing thereon to the due date, has been paid or provision therefor has been made in accordance with this Section, all interest on such Bonds shall cease to accrue on the due date and all liability of the City with respect to such Bonds shall cease as of the date the principal, redemption price, if any, and interest is so provided for, except as hereinafter provided. Thereafter, the Registered Owners of such Bonds shall be restricted

exclusively to the money so deposited for any claim of whatsoever nature with respect to such Bonds, and the Registrar shall hold such money in trust for such Registered Owners uninvested and without interest.

Section 20: Tax Covenants

A. *Compliance With the Code.* The City covenants to comply with each requirement of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the City covenants to comply with the provisions of the Tax Compliance Certificate executed by the City on the date of initial issuance and delivery of the Bonds, as such Tax Compliance Certificate may be amended from time to time.

B. *Necessary Payments.* The City covenants to make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to Section 148(f) of the Code.

C. *Survival of Tax Covenants.* Notwithstanding any other provision of this Ordinance to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 19 of this Ordinance.

D. *Remedies.* Notwithstanding any other provision of this Ordinance to the contrary: (1) upon the City's failure to observe or refusal to comply with the above covenants, the Registered Owners, or any trustee acting on their behalf, shall be entitled to the rights and remedies provided to the Registered Owners under this Ordinance; and (2) neither the holders or Registered Owners of bonds of any series other than Bonds, nor a trustee acting on their behalf, shall be entitled to exercise any right or remedy provided to Registered Owners under this Ordinance based upon the City's failure to observe, or refusal to comply with, the above covenants.

Section 21: Amendments to the Ordinance

A. *Amendments Not Requiring Registered Owner Consent.* The Council from time to time, and at any time, may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more of all the following purposes: (1) to add to or delete from the covenants and agreements of the City in this Ordinance, or to surrender any right or power reserved to the City herein, provided such additions or deletions shall not adversely affect, in any material respect, the interests of the Registered Owners of any Bond; and (2) to cure, correct or supplement any ambiguous or defective provision contained in this Ordinance, provided such supplemental ordinance shall not adversely affect, in any material respect, the interests of the Registered Owners of the Bonds. Any such supplemental ordinance may be adopted without the consent of the Registered Owners of any Bonds at any time Outstanding, notwithstanding any of the provisions of subsection B of this Section.

B. *Amendments Requiring Registered Owner Consent.* With the consent of the Registered Owners of not less than 50 percent in aggregate principal amount of the Bonds at the time Outstanding, the Council may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to, or changing in any manner, or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall: (1) extend the fixed maturity of any Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or alter the redemption provisions pertaining thereto, without the consent of the Registered Owner of each Bond so affected; or (2) reduce the aforesaid percentage of Registered Owners required to approve any such supplemental ordinance, without the consent of the Registered Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of Registered Owners consent under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. *Effect of Supplemental Ordinances.* Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Ordinance and all Registered Owners of Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

D. *Notations; Replacement Bonds.* Bonds executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new Bonds so modified as to conform in the opinion of the Council to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared and delivered without cost to the Registered Owners of any affected Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

Section 22: Sale and Delivery of the Bonds and Taking of Other Actions Authorized

The Council hereby authorizes and directs each of the Mayor, the Chief Financial Officer, the Director of Management and Budget, the City Clerk, the Treasurer, the Municipal Advisor and Kutak Rock LLP, bond counsel, to execute and deliver the Bonds to the Underwriter, or in the case of a private placement with a bank, to the bank, and for the proper application and use of the proceeds of the sale thereof, including:

A. preparing the final official statement regarding the Bonds, if the Bonds are publicly offered; and

B. executing such certificates and receipts as may be necessary to properly document the issuance of the Bonds.

In addition, the Mayor, the Chief Financial Officer, the Director of Management and Budget, the City Clerk, the Treasurer, the Municipal Advisor and Kutak Rock LLP, bond counsel,

are hereby authorized by the Council to execute and deliver such other certificates, agreements and documents, and to take such other actions on behalf of the City as may be reasonable and necessary:

A. to facilitate the issuance and sale of the Bonds;

B. to meet all provisions of the Code in order to maintain tax-exempt status of the Bonds; and

C. in connection with any matters related thereto, until the final maturity date of the Bonds or redemption, whichever occur first.

Section 23: The Preliminary Official Statement

If the Bonds are publicly offered, the Council hereby delegates authority to the Designated Representative to determine all acts to be undertaken by the City's officers, employees and agents with respect to the preparation and distribution of the preliminary official statement regarding the Bonds, if the Bonds are publicly offered, including any action taken to deem such preliminary official statement final as of its date except for the omission of information dependent upon the pricing of the issue and the completion of the underwriting agreement, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates and other terms of the Bonds dependent on the foregoing matters. The City agrees to cooperate with the Underwriter to deliver or cause to be delivered, within seven business days from the date of the sale date of the Bonds and in sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, copies of a final official statement in sufficient quantity to comply with the rules of the Municipal Securities Rulemaking Board and paragraph (b)(4) of Securities and Exchange Commission Rule 15c2-12.

Section 24: Continuing Disclosure Undertaking

The City covenants to execute and deliver at the time of issuance of the Bonds a Continuing Disclosure Undertaking in substantially the form set forth in Exhibit "C" attached hereto and by this reference incorporated herein. The Designated Representative is authorized and directed to execute and deliver a Continuing Disclosure Undertaking upon the sale, issuance and delivery of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interest of the City, upon consultation with the City's bond counsel. The City hereby reserves the right to comply with this Section by meeting its annual disclosure requirements through any system approved by the SEC. All required filings shall be made in an electronic format as prescribed by the MSRB.

Section 25: Contract and Severability of Provisions

The covenants contained in this Ordinance and in the Bonds shall constitute a contract between the City and the Registered Owner of each and every Bond. Any action by the Registered Owner of any Bond shall bind all future Registered Owners of the same Bond in respect of anything done or suffered by the City or the Registrar in pursuance thereof. All the covenants, promises and agreements in this Ordinance contained by or on behalf of the City, or by or on behalf

of the Registrar, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction on final appeal (if any appeal be taken) to be contrary to law, then such covenant or agreement shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds.

Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the City, the Registrar and the Registered Owners and the holders from time to time of the Bonds any rights, remedies or claims under or by reason of this Ordinance or any covenant, condition or stipulation thereof; and all of the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the City shall be for the sole and exclusive benefit of the City, the Registrar and the Registered Owners and the holders from time to time of the Bonds.

Section 26: No Personal Recourse

No recourse shall be had for any claim based on this Ordinance or the Bonds against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 27: Ratification

All actions not inconsistent with the provisions of this Ordinance heretofore taken by the Council and the City's employees with respect to the adoption of this Ordinance, the defeasance and/or refunding of the Refunded Bonds and the issuance, sale and delivery of the Bonds, are hereby in all respects ratified, approved and confirmed.

Section 28: Repealer

All ordinances or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 29: Rescission

The Council previously held a regular meeting on April 21, 2025, at which time the Board adopted Ordinance No. C36663 ("**Ordinance No. C36663**") authorizing the issuance by the City of certain indebtedness to defease and/or refund the Refunded Bonds within one year from the date thereof. Due to variable interest rates and market conditions, issuing indebtedness within one year from the date of Ordinance No. C36663 was not deemed to be in the best interest of the City and was not undertaken. For the avoidance of doubt, the Council hereby rescinds Ordinance No. C36663.

Section 30: Effective Date

This Ordinance shall become effective 30 days following its enactment.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on July 22, 2026.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, Council President

_____
Lisa Brown, Mayor

ATTEST:

_____
Giacobbe Byrd, City Clerk

(S E A L)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya Lawless, Bond Counsel

* * * * * * * * * * * * * * * * *

C E R T I F I C A T E

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Spokane, Washington (the "**City**"), and keeper of the records of the City Council (the "**Council**"); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. C36898 of the City (the "**Ordinance**"), as finally passed at a regular meeting of the Council held on the 22nd day of July, 2026, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of July 2026.

_____

City Clerk

EXHIBIT "A"

[Form of Bond]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO. R-[__] **$[_____]**

UNITED STATES OF AMERICA
STATE OF WASHINGTON
COUNTY OF SPOKANE

CITY OF SPOKANE

UNLIMITED TAX GENERAL OBLIGATION REFUNDING BOND, SERIES 2026

INTEREST RATE	**MATURITY DATE**	**ORIGINAL ISSUE DATE**	**CUSIP**
_____%	December 1, 20__	_____, 2026	___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [_____] AND NO/100 DOLLARS

THE CITY OF SPOKANE, Spokane County, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**") now in force, acknowledges itself to owe and, for value received, promises to pay from the City's "UTGO 2026 Debt Service Account" (the "**Debt Service Account**"), referred to in Ordinance No. C36898, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**"), to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount identified above and to pay interest thereon from the Debt Service Account from _____, 2026, or from the most recent date to which interest has been paid or duly provided for, whichever is later, at the Interest Rate per annum identified above, payable commencing on _____ 1, 20[26], and semiannually thereafter on each December 1 and June 1 to the Maturity Date set forth above or to the date of prior redemption of this Bond, whichever occurs first. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Capitalized terms used herein shall have the meanings given to them in the Ordinance.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the Registered Owner hereof, whose name and address shall appear on the registration books of the City (the "**Bond Register**") maintained by the Washington State Fiscal Agent (the "**Registrar**"). Interest shall be paid to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date, and shall be paid by check or draft of the Registrar mailed to such Registered

Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner. Principal of this Bond shall be paid to the Registered Owner upon presentation and surrender of this Bond on or after the Maturity Date set forth above or date of prior redemption of this Bond, whichever occurs first, at the designated corporate trust office of the Registrar.

This Bond is one of a series aggregating $[_____] par value, all of like date, tenor and effect, issued by the City pursuant to and in full compliance with the Constitution and laws of the state of Washington now in force, particularly chapters 35.22, 39.36, 39.46 and 39.53 RCW, and proceedings duly adopted and authorized by the Council, more particularly the Ordinance, for the purpose of providing money to pay, defease, redeem and/or retire the Refunded Bonds and to pay certain expenses incurred in connection with the issuance of the Bonds, as more particularly described in the Ordinance.

The Bonds are issued in fully registered form, in the denomination of $5,000 each, or any integral multiple thereof.

The Bonds are unlimited tax general obligations of the City, and as such, the full faith, credit and resources of the City have been irrevocably pledged for the punctual and full payment of the principal of and interest on the Bonds. The Bonds are payable from *ad valorem* taxes levied and to be levied upon all the taxable property within the City, together with other legally available money, without limitation as to rate or amount, and are payable solely from the Debt Service Account.

The Bonds are subject to redemption as stated in the [Bond Purchase Contract] [Official Notice of Sale].

So long as the Bonds are in book-entry only form, the Registrar will notify DTC of an early redemption, not less than 20 days and not more than 60 days prior to the date fixed for redemption, and will provide such information as required by the operational arrangements of DTC referenced in the Blanket Letter of Representations from the City to DTC.

During any period in which the Bonds are not in book-entry only form, unless waived by any Registered Owner of the Bonds to be redeemed, notice of any redemption of Bonds will be given by the Registrar on behalf of the City by mailing a copy of a redemption notice by first-class mail, postage prepaid, not less than 20 days nor more than 60 days prior to the date fixed for redemption, to the Registered Owners of each Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owners to the Registrar. The City reserves the right to rescind any redemption notice no later than one business day prior to the date fixed for redemption.

The City has reserved the right to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City purchases the Term Bonds on the open market, the City may reduce, at its discretion, the amount of any mandatory sinking fund deposit or deposits

by an aggregate principal amount equal to the principal amount of the Term Bonds so purchased. Any Bonds so purchased or redeemed shall be canceled.

The City and the Registrar may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payments of principal and interest due on this Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

This Bond is transferable or exchangeable by the Registered Owner hereof in person, or by its attorney duly authorized in writing, upon due completion of the Assignment appearing hereon and upon presentation and surrender of this Bond at the designated corporate trust office of the Registrar. Upon such transfer or exchange, a new Bond or Bonds of any authorized denomination, of the same maturity and interest rate, and for the same aggregate principal amount of the Bond being surrendered will be issued to the transferee or exchangee, in exchange therefor. The Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

Reference is hereby made to the Ordinance for the covenants and declarations of the City and other terms and conditions under which this Bond and the Bonds of this series have been issued. The covenants contained herein and in the Ordinance, as they may apply to this Bond, may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon is manually signed by the Registrar.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things essential to the validity of this Bond and the Bonds of this series do exist, have happened, been done and been performed and that the City has complied with every requirement of the Constitution and the laws of the State now in force and the ordinances and resolutions of the City, particularly the Ordinance, affecting the issue hereof, and that the issuance of this Bond and the Bonds of this series does not exceed any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this _____ day of _____ 2026.

CITY OF SPOKANE, WASHINGTON

By_____
Mayor

ATTEST:

_____
City Clerk

[SEAL]

_ _

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the City of Spokane Unlimited Tax General Obligation Refunding Bonds, Series 2026, dated _____, 2026, and described in the within-mentioned Ordinance.

WASHINGTON STATE FISCAL AGENT
as Registrar

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

Name and address of Assignee:	Social Security or Federal Employer Identification Number of Assignee:
_____	
_____	_____
_____	

the within Bond and does hereby irrevocably constitute and appoint _____, attorney, to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature of Registered Owner:

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

_____

(Bank, Trust Company, or Firm)

[End of Form of Bond]

EXHIBIT "B"

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026

FORM OF ESCROW AGREEMENT

This **ESCROW AGREEMENT** is made and entered into as of _____, 2026, by and between the City of Spokane, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**"), and [U.S. Bank Trust Company National Association, Seattle, Washington] (the "**Refunding Trustee**"), with respect to the redemption of certain bonds, as provided for in Ordinance No. [_____] adopted by the City Council of the City on July 22, 2026 (the "**Ordinance**"). Unless otherwise defined in this Escrow Agreement, all capitalized terms shall have the meanings set forth in Section 1 of the Ordinance.

W I T N E S S E T H

WHEREAS, the City Council of the City (the "**Council**") authorized this Escrow Agreement to be executed pursuant to Section 11 of the Ordinance; and

WHEREAS, the City reserved the right and option to redeem the outstanding 2015 Bonds maturing on and after December 1, 2026, prior to their stated maturity dates at any time on and after December 1, 2024, in whole or in part (maturities to be selected by the City and within a maturity in such manner as DTC shall determine), at par plus accrued interest to the date fixed for redemption; and

WHEREAS, after due consideration, the Council has determined that it will be advantageous to the City to pay, [defease] redeem and retire [all] [a portion] of the 2015 Bonds maturing on December 1 in the years 20[26] through 20[34], inclusive (the "**Refunded Bonds**"), by the sale, issuance and delivery of refunding bonds and to execute the refunding plan as detailed in the Ordinance; and

WHEREAS, in order to effect such refunding plan in the manner that will be most advantageous to the City, the Council has determined to [acquire certain government obligations from a portion of bond proceeds] and other available money that bear interest and mature at such times as necessary to pay interest, when due, on the Refunded Bonds, up to and including [REDEMPTION DATE], 2026, and redeem the Refunded Bonds on [REDEMPTION DATE], 2026, at a price equal to 100 percent of the principal to be redeemed plus accrued interest to the date of redemption; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

Section 1. *Acceptance of Refunding Trustee Duties.* *[*U.S. Bank Trust Company National Association, Seattle, Washington], hereby accepts its appointment by the Designated Representative of the City as the Refunding Trustee with respect to the Refunded Bonds.

Section 2. *City Representations.* The City represents to the Refunding Trustee that: (a) the City is a municipal corporation and first-class charter city duly organized and existing under the laws of the State; and (b) the City is authorized to enter into this Escrow Agreement.

Section 3. *Refunding Trustee Representations.* The Refunding Trustee represents to the City that: (a) the Refunding Trustee is a trust company or state or national bank having the powers of a trust company within or without the State; and (b) the Refunding Trustee is authorized to enter into this Escrow Agreement.

Section 4. *The Escrow Account.* The Refunding Trustee hereby agrees to establish, hold, invest and otherwise administer the Escrow Account in the manner provided by the Ordinance. In the furtherance of the foregoing, the Refunding Trustee will, on behalf of the City, use the Net Bond Proceeds and other money, if any, deposited with the Refunding Trustee to purchase Government Obligations in the amounts, of the type, bearing interest and maturing as set forth in the following schedule:

Type of Obligation	Par Amount	Interest Rate	Delivery Date __/__/2026	Maturity Date

Section 5. *Receipt of Certain Money.* Execution of this Escrow Agreement by the Refunding Trustee shall constitute written acknowledgment by the Refunding Trustee of its receipt from the City of $_____, $_____ of which will be invested in Government Obligations, $_____ of which will be held as an initial cash balance and the balance of $_____ will be used to pay costs of issuance of the Bonds at the direction of the Designated Representative.

Section 6. *Sufficiency of Government Obligations.* Based on the escrow verification report of [VERIFICATION AGENT], the City represents that the Government Obligations and the maturing principal thereof and the interest thereon, if paid when due, together with a beginning cash balance of $_____, will be sufficient to make the payments described in Section 7 hereof.

Section 7. *Payments on the Refunded Bonds.* The Refunding Trustee will transfer money from the Escrow Account to the Washington State Fiscal Agent in the amounts, and at the times, necessary to enable the Washington State Fiscal Agent to make the payments described in the following schedule:

Payment Date	Principal	Interest	Total
*	$	$	$

* Redemption Date.

Section 8. *The Government Obligations.* The Refunding Trustee will purchase the Government Obligations described in Section 4 above, on behalf of the City, from the Bond proceeds and other money, if any, deposited with the Refunding Trustee on the date the Bonds

are issued. The Refunding Trustee will use such Government Obligations, and the earnings thereon, for the sole purpose of making the transfers to the Washington State Fiscal Agent described in Section 7 hereof. The Refunding Trustee will not allow any Government Obligations to be liquidated prior to maturity without: (a) the City's written consent; (b) receiving a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such liquidation will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (c) receiving the written opinion of nationally recognized bond counsel that such redemption would not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 9. *Safekeeping of Money and Investments.* All Government Obligations, money and investment income deposited with or received by the Refunding Trustee pursuant to this Escrow Agreement shall be subject to the trust created by this Escrow Agreement, and the Refunding Trustee shall be liable for the safekeeping thereof. All money deposited with the Refunding Trustee or received by the Refunding Trustee as maturing principal or interest on the Government Obligations prior to the times the Refunding Trustee is required to make the payments described in Section 7 of this Escrow Agreement shall be held uninvested, in cash, by the Refunding Trustee.

Section 10. *Substitution of the Government Obligations.* The Refunding Trustee acknowledges the City's right to substitute Government Obligations for investments in the Escrow Account. The Refunding Trustee will cooperate with the City in making any such substitution, so long as prior to each such substitution, the City obtains: (1) a supplemental verification addressed to the City and the Refunding Trustee from a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit in the Escrow Account after such substitution will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds and that such substitute Government Obligations are noncallable; and (2) a written opinion addressed to the City from nationally recognized bond counsel that such substitution will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 11. *Transfer of Surplus Money Prior to Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account prior to the payment in full of the Refunded Bonds if the City furnishes to the Refunding Trustee: (a) a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such transfer will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (b) an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such transfer will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 12. *Transfer of Surplus Money After Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account after the payment, redemption and retirement in full of all of the Refunded Bonds.

Section 13. *Notices of [Defeasance and Redemption].* [The Refunding Trustee will cause notice of the defeasance of the Refunded Bonds to be given, substantially in the form set forth in Attachment I hereto, not later than [10] days after the Bonds are delivered to the Underwriter by the City. The notice of defeasance shall be given to the Municipal Securities Rulemaking Board.] [The Refunding Trustee will direct the Washington State Fiscal Agent to give notice, or cause notice to be given, at the expense of the City, of the redemption of the Refunded Bonds in the form and manner required by the 2015 Ordinance. Such notice of redemption shall be substantially in the form set forth in Attachment II hereto, and shall be given not less than 20 nor more than 60 days prior to the redemption date.]

Section 14. *Limitation of Refunding Trustee's Duties.* The duties and obligations of the Refunding Trustee shall be prescribed by the provisions of this Escrow Agreement and the Ordinance, and the Refunding Trustee shall not be liable except for the performance of its duties and obligations as specifically set forth herein or therein and the duty to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by such Refunding Trustee other than those specified herein and therein. Nothing contained herein shall require the Refunding Trustee to advance its own money or otherwise to incur any financial liability to carry out its obligations hereunder. The Refunding Trustee shall not be responsible or liable for: (a) the sufficiency, correctness, genuineness or validity of the Government Obligations; (b) the performance or compliance by any party other than the Refunding Trustee with the terms or conditions of any such instruments; or (c) any loss which may occur by reason of forgeries, false representations or the exercise of the Refunding Trustee's discretion in any particular manner, unless such exercise is negligent or constitutes willful misconduct.

Section 15. *Interpleader.* If any controversy arises between the City and any third person, the Refunding Trustee shall not be required to determine the same or to take any action in the premises, but it may institute, in its discretion, an interpleader or other proceedings in connection therewith as it may deem proper, and in following either course, it shall not be liable.

Section 16. *Reporting Requirements.* For as long as any of the Refunded Bonds are outstanding, the Refunding Trustee shall render a statement as of the last day of the month on a semi-annual basis commencing December 1, 2026, to the Chief Financial Officer setting forth: (a) the Government Obligations which have matured and the amounts received by the Refunding Trustee by reason of such maturity; (b) the amounts paid to the Washington State Fiscal Agent pursuant to Section 7 of this Escrow Agreement and the dates of such payments, for payments on the Refunded Bonds; and (c) any other transactions of the Refunding Trustee pertaining to its duties and obligations as set forth herein.

Section 17. *Compensation of the Refunding Trustee.* The Refunding Trustee hereby acknowledges payment for services rendered and to be rendered by it pursuant to the provisions of this Escrow Agreement of all fees, compensation and expenses of the Refunding Trustee. The Refunding Trustee hereby agrees that such compensation has been made to the satisfaction of the

Refunding Trustee. Such amount does not take into consideration any extraordinary fees and expenses of the Refunding Trustee. The Refunding Trustee represents that it has incurred no extraordinary fees and expenses pertaining to this Escrow Agreement. The Refunding Trustee shall comply with the requirements of the following paragraph before incurring any extraordinary fees and costs to be billed to the City. The Refunding Trustee acknowledges that it is not entitled to a lien on any Government Obligations or other obligations or money of the City held by it pursuant to this Escrow Agreement or any other agreement.

The Refunding Trustee shall provide the City with a good faith estimate of its fees and costs if and when it is requested by the City to: (a) render any service that is not provided for in this Escrow Agreement; (b) amend this Escrow Agreement; or (c) substitute securities under this Escrow Agreement. The City will pay the Refunding Trustee reasonable compensation for such unanticipated services, provided the City is first provided with such estimate and approves thereof in writing.

Section 18. *Amendments to this Escrow Agreement.* The Refunding Trustee and the City recognize that the owners of the Refunded Bonds have a beneficial interest in the money and the Government Obligations to be held in trust by the Refunding Trustee pursuant to this Escrow Agreement. Therefore, this Escrow Agreement shall be subject to amendment only in writing executed by the City and the Refunding Trustee for the purposes of: (a) clarifying an ambiguity in the duties and obligations set forth hereunder; or (b) altering the reporting or other ministerial obligations of the Refunding Trustee to the City. The parties will not amend this Escrow Agreement in such a manner as to permit the Refunding Trustee to invest in or deposit in the Escrow Account any obligations other than noncallable, nonprepayable obligations of, or obligations unconditionally guaranteed by, the United States of America. Each amendment to this Escrow Agreement shall be accompanied by an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such amendment will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes. In addition, if such amendment results in any change of the maturities, interest earnings or redemption features of the Government Obligations, then such amendment shall also be accompanied by a supplemental verification addressed to the City and to the Refunding Trustee from an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after the amendment will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds.

Section 19. *Notification of Deficiency.* The Refunding Trustee will give the City prompt notice if the Refunding Trustee shall determine there are or will be insufficient money or Government Obligations to make the payments specified in Section 7 of this Escrow Agreement, and the City shall promptly deposit with the Refunding Trustee additional sums of money required to correct such deficiencies. This Section 19 is not intended to create an obligation on the part of the Refunding Trustee to calculate or in any way verify the sufficiency or projected future sufficiency of the maturing principal of and interest on the Government Obligations and other money held by the Refunding Trustee pursuant to this Escrow Agreement to pay the debt service on the Refunding Bonds.

Section 20. *Successor Refunding Trustee.* The Refunding Trustee shall, upon receiving a written request from the City, or may, upon providing 30 days prior written notice to the City, be removed as Refunding Trustee hereunder; provided, the Refunding Trustee will not relinquish its duties hereunder until a qualified successor accepts its appointment. The City shall promptly appoint a successor Refunding Trustee upon the removal of the Refunding Trustee; *provided*, the Refunding Trustee may petition a court of competent jurisdiction for the appointment of a successor Refunding Trustee if the successor Refunding Trustee appointed by the City does not accept its appointment within 45 days after the giving of notice described in the preceding sentence. Any successor Refunding Trustee shall meet the requirements of RCW 39.53.070, as now in effect or hereafter amended, and shall assume all the obligations of the Refunding Trustee under this Escrow Agreement. All the Government Obligations and money then held by the Refunding Trustee pursuant to this Escrow Agreement shall thereafter be transferred to such successor.

Any corporation or association into which the Refunding Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, consolidation or reorganization to which the Refunding Trustee may be a party, or any corporation or association to which the Refunding Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Refunding Trustee without the execution or filing of any paper or any further act on the part of the City or the Refunding Trustee.

Section 21. *Receipt of Statements.* The Refunding Trustee hereby acknowledges receipt from the City of statements setting forth the interest payment schedules and maturity schedules of the Refunded Bonds by number, amount, date of maturity and interest rates, the amount of interest to be paid on each semiannual interest payment date of such bonds, if any, and the amount of the principal to be paid on the date that the Refunded Bonds are to be redeemed.

Section 22. *Holidays.* If the date for making any payment or the last date for performance of any act or the exercising of any right or duty, as provided in this Escrow Agreement, shall be a legal holiday, a day on which banking institutions in Seattle, Washington, and New York, New York, are authorized by law to remain closed, or a day on which the New York Stock Exchange is closed, such payment may be made, such act performed, or such right exercised on the next succeeding day, with the same force and effect as if done on the nominal date provided in this Escrow Agreement.

Section 23. *Term.* The term of this Escrow Agreement shall commence on the date the Bonds are delivered to the Underwriter and shall expire on the later of: (a) the date the final payment is made pursuant to Section 7 hereof; (b) the date any surplus money remaining in the Escrow Account is transferred to the City pursuant to Section 12 hereof; and (c) the date the final statement required by Section 16 hereof is received by the City. Notwithstanding the expiration of this Escrow Agreement, the Refunding Trustee shall not be relieved of any liability for a breach of this Escrow Agreement occurring during the term hereof.

Section 24. *Writings Required.* Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

Section 25. *Governing Law.* This Escrow Agreement shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

Section 26. *Severability.* In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, and this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. If any portion of this Escrow Agreement is amended, severed or revoked, the City agrees to notify any rating agency with a current rating on the Bonds prior to such action.

Section 27. *Counterparts.* This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Escrow Agreement.

CITY OF SPOKANE
Spokane County, Washington

(S E A L)

_____
Matthew Boston, Designated Representative

ATTEST:

_____
Giacobbe Byrd, City Clerk

[U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

_____
[Aaron Fong, Vice President]

ATTACHMENT "I"

NOTICE OF DEFEASANCE

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

UNLIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2015

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 9 of Ordinance No. C35207, adopted on December 15, 2014 by the City Council of the City of Spokane, Washington (the "**City**"), the City has defeased [all] [a portion of] its outstanding Unlimited Tax General Obligation Bonds, Series 2015 (the "**Refunded Bonds**"), as set forth below, by depositing certain Government Obligations, together with other legally available money of the City, in an escrow account held by [U.S. Bank Trust Company National Association of Seattle, Washington], as Refunding Trustee.

[Refunded Bonds

Maturity Date (December 1)	Principal Amounts	Interest Rates	CUSIP Nos.
2026	$1,615,000	4.00%	849067 S46
2027	1,970,000	4.00	849067 S53
2028	5,770,000	4.00	849067 S61
2029	6,315,000	4.00	849067 S79
2030	6,895,000	4.00	849067 S87
2031	7,505,000	4.00	849067 S95
2032	8,160,000	3.00	849067 T29
2033	8,770,000	4.00	849067 T37
2034	9,500,000	4.00	849067 T45]

The Refunded Bonds will become due and will be redeemed and paid on [_____], 2026, at the redemption price of par, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

[U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

By: _____
Trust Officer

Dated: _____, 2026.

ATTACHMENT "II"

NOTICE OF REDEMPTION

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

UNLIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2015

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 4 of Ordinance No. C35207, adopted on December 15, 2014 by the City Council of the City of Spokane, Washington (the "**City**"), the City has called for redemption on [REDEMPTION DATE], 2026, $[56,500,000] principal amount of its outstanding City of Spokane Unlimited Tax General Obligation Bonds, Series 2015, dated January 27, 2015, that mature on December 1 in the years 20[26] through 20[34], inclusive (the "**Refunded Bonds"),** as set forth below:

[Refunded Bonds

Maturity Date (December 1)	Principal Amounts	Interest Rates	CUSIP Nos.
2026	$1,615,000	4.00%	849067 S46
2027	1,970,000	4.00	849067 S53
2028	5,770,000	4.00	849067 S61
2029	6,315,000	4.00	849067 S79
2030	6,895,000	4.00	849067 S87
2031	7,505,000	4.00	849067 S95
2032	8,160,000	3.00	849067 T29
2033	8,770,000	4.00	849067 T37
2034	9,500,000	4.00	849067 T45]

The Refunded Bonds will become due and will be redeemed and paid on [REDEMPTION DATE], 2026, at the redemption price of 100 percent of the principal to be redeemed, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

On [REDEMPTION DATE], 2026, the Refunded Bonds designated will become due and payable at the specified redemption price at the following address:

In Person or By Mail: [Washington State Fiscal Agent]
[address]
_____ [ZIP Code]

U.S. Bank Trust Company National Association, as Refunding Trustee, shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in this Redemption Notice. It is included solely for convenience of the Registered Owners.

[insert relevant federal and state law tax consequences of redemption payments]

No representation is made as to the correctness of the number either as printed on the Refunded Bonds or as contained in any notice of redemption and reliance may be placed only on the identification numbers printed on the Refunded Bonds.

Dated: _____, 2026.

WASHINGTON STATE FISCAL AGENT

By: _____
Title: _____

EXHIBIT "C"

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "**Undertaking**") is executed and delivered by the City of Spokane, Washington (the "**City**") in connection with the issuance of $_____ Unlimited Tax General Obligation Refunding Bonds, Series 2026 (the "**Bonds**") of the City. The Bonds are being issued pursuant to Ordinance No. C36898, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**").

A. *Limitation of Rights.* The City intends that this Undertaking constitutes the City's undertaking to provide the information and notices described by Rule 15c2-12 (as defined below) with respect solely to the Bonds (the "**Undertaking**"). Notwithstanding any other provision of the Ordinance to the contrary, neither the Holder or the Registered Owner of bonds of any series other than the Bonds, nor any trustee acting on their behalf, shall be entitled to any right or to exercise any remedy provided to the Holders under this Undertaking based upon the City's failure to observe, or refusal to comply with, the covenants contained in this Undertaking.

B. *Definitions for Purposes of this Undertaking*

Solely for the purposes of this Undertaking, the following terms shall have the following meanings unless the context otherwise requires:

"Annual Financial Information" means an annual update of the financial information and operating data of the type set forth in the Audited Financial Statements which shall include statements of: _____, commencing September 30, 2026.

"Audited Financial Statements" means, with respect to the City, financial statements prepared and audited pursuant to the laws of the State (presently RCW 43.09.200 through 43.09.285), as such laws may be amended from time to time, and with respect to Obligated Persons, financial statements prepared and audited in such manner as is described in the Annual Financial Information regarding the Obligated Person, if such Obligated Person exists in the future. Presently, there are no Obligated Persons (other the City) with respect to the Bonds.

"EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"*Financial Obligation*" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"Holder" means any Registered Owner of a Bond and any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: voting power which includes the power to vote, or to direct the voting of, any such bond; and/or investment power which includes the power to dispose, or direct the disposition of, any such bond.

"MSRB" means the Municipal Securities Rulemaking Board or any successor in functions thereto.

"Obligated Person" shall have the meaning specified in Rule 15c2-12

"Official Statement" means the City's official statement relating to the Bonds, together with any amendments thereto.

"Required Filings" means any filing made pursuant to Sections this Undertaking.

"Rule 15c2-12" means Rule 15c2-12 of the SEC, as amended.

"SEC" means the Securities and Exchange Commission or any successor in functions thereto.

C. *Annual Financial Information*

The City will provide to EMMA not later than the last day of the ninth month after the end of each fiscal year, commencing on or before September 30, 2027, Annual Financial Information for the City in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB. Presently, the City's fiscal year commences on January 1. All or any portion of the Annual Financial Information may be incorporated in the Annual Financial Information by cross reference to any other documents which have been filed with: (1) EMMA; or (2) the SEC; or (3) if the document is an official statement, with the MSRB.

Annual Financial Information for any fiscal year containing any modified operating data or financial information for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, the initial Annual Financial Information after such modification shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. The City will provide notice of the modification of operating data or financial information or change in accounting principles to EMMA.

D. *Audited Financial Statements*

To the extent the City's Audited Financial Statements are not submitted as part of the Annual Financial Information under Paragraph C, the City will provide to EMMA the Audited Financial Statements of the City (commencing with the audited financial statements for the fiscal year ending December 31, 2025), when and if such Audited Financial Statements are available.

E. *Listed Event Notices*

The City will provide to EMMA, within 10 business days of the occurrence, notice of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City;[1]

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

F. *Notice of Late Filing*

The City will provide to EMMA in a timely manner, not in excess of 10 business days after the occurrence of the event, notice of a failure of the City to provide the required Annual Financial Information on or before the date specified in this Section.

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[1] This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

G. *Term of this Undertaking*

The term of this Undertaking shall commence on the date of closing and initial delivery of the Bonds to the Registered Owners, and shall terminate when the Bonds shall have been paid in full or defeased in accordance with the Ordinance. The City shall provide notice of such defeasance to EMMA; provided, such notice shall not be a condition to such defeasance.

H. *Amendments*

Notwithstanding any provision of the Ordinance to the contrary, the City may amend this Undertaking in conformity with Rule 15c2-12, as interpreted from time to time by the courts of competent jurisdiction, the SEC, or the SEC staff. Upon the adoption of any amendment to the Rule, this Undertaking shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City and all Holders under this Undertaking shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such amendment shall be deemed to be part of the terms and conditions of this Undertaking for any and all purposes. If the consent of Holders is necessary for such amendment, only the Holders of the Bonds shall be considered for purposes of determining whether such consent has been rendered.

I. *Additional Information*

Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Required Filing, in addition to that which is required by this Undertaking. If the City chooses to include any information in any Required Filing in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Required Filing.

J. *Defaults of this Undertaking*

If the City shall fail to comply with any provision of this Undertaking, then any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, such provision against the City and any of the officers, agents and employees of the City, and may compel the City or any such officers, agents or employees to perform and carry out their duties under this Undertaking; provided, that the sole and exclusive remedy for breach of this Undertaking shall be an action to compel specific performance of the obligations of the City hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances.

K. *Rescission Rights*

The City hereby reserves the right to rescind this Undertaking without the consent of the Holders in the event Rule 15c2-12 is repealed by the SEC or is ruled to be invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of Rule 15c2-12, the City hereby reserves the right to rescind those provisions of this Undertaking that were required by those parts of Rule 15c2-12 that are so repealed or invalidated.

L. *Dissemination Agent.*

The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

M. *EMMA*

Any filing under this Undertaking may be made solely by transmitting such filing to EMMA as provided at http://emma.msrb.org.

CITY OF SPOKANE
Spokane County, Washington

_____
Matthew Boston, Designated Representative

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/22/2026

Date Rec'd	6/16/2026
Clerk's File #	ORD C36897
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMINISTRATION
Contact Name/Phone	MATT BOSTON 625-6585
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	WATER & WASTEWATER REVENUE REFUNDING BOND

Agenda Wording

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $106,000,000 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2026 TO PAY, DEFEASE, REDEEM AND RETIRE ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2014.

Summary (Background)

2025 ORD C36665, authorizing the CFO to refinance the existing Water & Wastewater Revenue Bonds, expired on 4/21/2026 unexercised because the market conditions were not right. This ordinance extends the authorization of issuance and sale of the City's Water and Wastewater System Revenue Bond in an amount not to exceed $106 million.

What impacts would the proposal have on historically excluded communities?

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

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

N/A - bond refinancing is an internally facing financial operational tool to lower debt service payments.

Council Subcommittee Review

N/A

Fiscal Impact

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

Narrative

Taking advantage of the lower interest rate environment by refinancing all or some of the existing bonds, ultimately lowers debt service payments.

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

Funding Source	One-Time
Funding Source Type	Reallocation

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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CITY OF SPOKANE

WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2026

ORDINANCE NO. C36897

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $106,000,000 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2026 TO PAY, DEFEASE, REDEEM AND RETIRE ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2014; PROVIDING FOR THE DEFEASANCE, CALL, PAYMENT AND REDEMPTION OF THE REFUNDED BONDS; PROVIDING FOR THE OPTION OF SELLING THE BONDS BY COMPETITIVE OR NEGOTIATED SALE; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE AND TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; DESIGNATING A FISCAL AGENT; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; COVENANTING TO COMPLY WITH CERTAIN FEDERAL TAX AND SECURITIES LAWS; DELEGATING CERTAIN ACTIONS IN CONNECTION WITH THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Passed: July 22, 2026

Prepared by:

Kutak Rock LLP

Spokane, Washington

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ORDINANCE NO. C36897

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $106,000,000 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2026 TO PAY, DEFEASE, REDEEM AND RETIRE ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2014; PROVIDING FOR THE DEFEASANCE, CALL, PAYMENT AND REDEMPTION OF THE REFUNDED BONDS; PROVIDING FOR THE OPTION OF SELLING THE BONDS BY COMPETITIVE OR NEGOTIATED SALE; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE AND TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DESIGNATING A FISCAL AGENT; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; COVENANTING TO COMPLY WITH CERTAIN FEDERAL TAX AND SECURITIES LAWS; DELEGATING CERTAIN ACTIONS IN CONNECTION WITH THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the City of Spokane, Washington (the "**City**") is a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**") and the Charter of the City; and

WHEREAS, the City now owns and operates a combined system of water supply and distribution system and wastewater treatment and disposal (the "**System**"); and

WHEREAS, the City is authorized and empowered by chapters 35.41, 39.46 and 39.53 RCW to issue revenue refunding bonds to redeem or retire the Refunded Bonds (as hereinafter defined);

WHEREAS, the City now has outstanding its Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds), issued on December 2, 2014, pursuant to Ordinance No. C35170, passed by the City Council of the City (the "**Council**") on October 27, 2014 (the "**2014 Bond Ordinance**"), in the original aggregate principal amount of $181,225,000 (the "**2014 Bonds**"), which remain outstanding as follows:

Outstanding 2014 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.

2026	$9,645,000	3.00%	849103 AM8
2027	9,935,000	3.15	849103 AN6
2028	10,250,000	4.50	849103 AP1
2029	10,710,000	4.50	849103 AQ9
2030	11,190,000	4.00	849103 AR7
2031	11,640,000	4.00	849103 AS5
2032	12,105,000	4.00	849103 AT3
2033	12,590,000	3.75	849103 AU0
2034	13,060,000	3.75	849103 AV8

; and

WHEREAS, the Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the final principal amount of the Bonds, the date of the Bonds, denominations, the interest rates, the number of series, the series designation, the tax status of each series, payment dates, redemption provisions, minimum savings and maturity dates of the Bonds under such terms and conditions as are approved by this Ordinance; and

WHEREAS, the Council is desirous of taking all reasonable actions to enable it to defease and/or refund the Refunded Bonds in order to obtain maximum savings for the ratepayers of the City; and

WHEREAS, the Council has determined it to be in the best interest of the City to sell the Bonds at competitive sale or negotiated sale;

NOW, THEREFORE, THE CITY OF SPOKANE DOES HEREBY FURTHER FIND, DETERMINE AND ORDAIN as follows:

Section 1: Definitions

As used in this Ordinance, the following terms have the meanings provided in this Section 1.

Accreted Value means (1) with respect to any Capital Appreciation Bonds, as of any date of calculation, the sum of the amount set forth in the ordinance authorizing their issuance as the amount representing the initial principal amount of such Capital Appreciation Bonds plus the interest accumulated, compounded and unpaid thereon as of the most recent compounding date, or (2) with respect to Original Issue Discount Bonds, as of the date of calculation, the amount representing the initial public offering price of such Original Issue Discount Bonds plus the amount of discounted principal that has accreted since the date of issue. In any case, the Accreted Value shall be determined in accordance with the provisions of the ordinance authorizing the issuance of Balloon Maturity Bonds.

Annual Debt Service means, the sum of (1) the interest accruing on all Parity Bonds during any calendar year, assuming that all Parity Bonds are retired as scheduled, plus (2) the principal amount (including principal due as sinking fund installment payments) allocable to

all Parity Bonds then outstanding, minus (3) any federal subsidy legally available to pay the principal of or interest on Parity Bonds in the year of calculation. Annual Debt Service shall be net of any principal and/or interest funded out of Bond proceeds. Annual Debt Service shall include reimbursement obligations to providers of Credit Facilities to the extent authorized by ordinance. Annual Debt Service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the ordinance authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds.

Approved Bid means the winning bid submitted for a series of the Bonds if such series is sold by competitive sale, as selected by the Designated Representative.

Average Annual Debt Service shall mean the average amount of the Annual Debt Service which will become due on the Parity Bonds for the period from the date of such calculation until the final maturity date of such Parity Bonds then Outstanding.

Balloon Maturity Bonds means any evidences of indebtedness of the City payable from Revenue of the System which are so designated in the ordinance or resolution pursuant to which such indebtedness is incurred.

Base Period means any consecutive 12-month period selected by the City out of the 36-month period next preceding the date of issuance of an additional series of Future Parity Bonds.

Bond Counsel shall mean Kutak Rock LLP or such other nationally recognized bond counsel firm as designated by the Council.

Bond Purchase Contract means the contract between the City and the Underwriter pertaining to the sale and delivery of the Bonds, if the Bonds are sold by negotiated sale (including a private placement), as more fully described in Section 4 of this Ordinance.

Bond Register means the registration records maintained by the Registrar on which shall appear the names and addresses of the Registered Owners.

Bonds shall mean the herein authorized Bonds designated as the "City of Spokane, Washington, Water and Wastewater System Revenue Refunding Bonds, Series 2026" or such other designation as the Designated Representative shall determine.

Capital Appreciation Bonds means any Future Parity Bonds, all or a portion of the interest on which is compounded, accumulated and payable only upon redemption or on the maturity date of such Capital Appreciation Bonds. If so provided in the ordinance authorizing their issuance, Future Parity Bonds may be deemed to be Capital Appreciation Bonds for only a portion of their term. On the date on which Future Parity Bonds no longer are Capital Appreciation Bonds, they shall be deemed outstanding in a principal amount equal to their Accreted Value.

Chief Financial Officer means the duly qualified, appointed and acting Chief Financial Officer of the City or any other officer who succeeds to the duties now delegated to that office.

City means the City of Spokane, a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington and the Charter of the City.

City Clerk means the Clerk of the City or other officer of the City who is the custodian of the records of the proceedings of the Council or her successor in functions, if any.

Code shall mean the Internal Revenue Code of 1986, as amended, and any treasury regulations promulgated thereunder or applicable thereto.

Continuing Disclosure Undertaking shall mean the Continuing Disclosure Undertaking substantially in the form attached hereto as Exhibit "C."

Consultant means at any time an independent municipal financial consultant or advisor appointed by the City to perform the duties of the Consultant as required by this Ordinance. For the purposes of delivering any certificate required by Section 24 hereof and making the calculation required by Section 24 hereof, the term Consultant shall also include any independent public accounting firm or engineer appointed by the City to make such calculation or to provide such certificate.

Costs of Maintenance and Operation shall mean all necessary operating expenses, current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and administrative expense with respect to the System, but excludes depreciation, payments for debt service or into reserve accounts, costs of capital additions to or replacements of the System, municipal taxes, or payments to the City in lieu of taxes.

Council means the City Council as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

Coverage Stabilization Account shall mean the account of that name that shall, at the option of the Designated Representative, be created in the Revenue Fund and maintained pursuant to this Ordinance.

Covered Bonds means the Bonds, if designated as such by the Designated Representative, and any Future Parity Bonds, if designated as such in the ordinance authorizing their issuance, which are secured by the Reserve Account.

Credit Event means when (a) a Qualified Letter of Credit terminates, (b) the issuer of Qualified Insurance or a Qualified Letter of Credit shall become insolvent or no longer be in existence, or (c) a Qualified Letter of Credit or Qualified Insurance no longer meets the requirements established therefor in the definition thereof.

Credit Facility means a policy of municipal bond insurance, a letter of credit, surety bond, line of credit, guarantee or other financial instrument or any combination of the foregoing, which obligates a third party to make payment or provide funds for the payment of

financial obligations of the City. There may be one or more Credit Facilities outstanding at any time.

Designated Representative means the Chief Financial Officer or the Director of the Public Works Division.

Director of the Public Works Division means the duly qualified, appointed and acting Director of the Public Works Division of the City or any other officer who succeeds to the duties now delegated to that office.

DTC means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, which will act as securities depository for the Bonds.

Escrow Account means the City's "Water and Wastewater System Revenue and Refunding Bonds Escrow Account" which may be created by the Refunding Trustee to accomplish the defeasance and/or refunding of the Refunded Bonds.

Escrow Agreement means the agreement of that name by and between the City and the Refunding Trustee, which may be executed by the Designated Representative, if deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds.

Future Parity Bonds means any water and wastewater system revenue bonds or other obligations which the City may hereafter issue having a lien upon the Revenue of the System for the payment of the principal thereof and interest thereon equal to the lien upon the Revenue of the System to pay the principal of and interest on the Bonds.

Good Faith Deposit has the meaning ascribed thereto in Section 6 hereof.

Government Loans means the PWTF Loans, State Revolving Fund Loans, and other subordinate lien revenue loans currently outstanding or received by the City in the future from the state of Washington or the United States of America.

Government Obligations means those obligations now or hereafter defined as such in Chapter 39.53 RCW.

Letter of Representations means the Blanket Issuer Letter of Representations from the City to DTC.

Maximum Annual Debt Service means, at the time of calculation, the maximum amount of Annual Debt Service in any fiscal year on all outstanding Parity Bonds and/or for all subordinate lien evidences of indebtedness secured by Revenue of the System, as the context requires.

Mayor means the Mayor of the City or her successor in functions, if any.

Municipal Advisor means Northwest Municipal Advisors, Bellevue, Washington, as the City's municipal advisor with respect to the issuance of the Bonds, or such other municipal advisor as designated by the Council.

MSRB shall mean the Municipal Securities Rulemaking Board or any successor in functions thereto.

Net Revenue shall mean the Revenue of the System less the Costs of Maintenance and Operation.

Official Notice of Sale means, if the Bonds are sold by competitive sale, the notice of bond sale to be submitted to potential bidders for the Bonds and authorized to be given in Section 4 of this Ordinance.

Ordinance means this Ordinance adopted by the Council on July 22, 2026, authorizing the sale, issuance and delivery of the Bonds.

Original Issue Discount Bonds means Parity Bonds which are sold at an initial public offering price of less than 95% of their face value and which are specifically designated as Original Issue Discount Bonds in the ordinance authorizing their issuance.

Outstanding**,** when used with reference to a Bond, or a Parity Bond, as of any particular date, shall mean all such bonds that have been issued, executed, authenticated and delivered under this Ordinance or under any ordinance authorizing the issuance of any Parity Bonds, except (1) Bonds or Parity Bonds canceled because of payment or redemption prior to their stated dates of maturity, (2) any Bond (or portion thereof) deemed to have been paid within the meaning of Section 21 hereof, and (3) any Parity Bond (or portion thereof) deemed to have been paid pursuant to the ordinance under which it was issued.

Parity Bonds shall mean the Bonds, any 2014 Bonds that remain Outstanding following the issuance of the Bonds, and any Future Parity Bonds.

Parity Requirement means Net Revenues equal to or greater than 125% of Annual Debt Service for all Parity Bonds computed by deducting from Annual Debt Service the Annual Debt Service for each series or issue of Parity Bonds that is covered by ULID Assessments. In determining the amount of Annual Debt Service covered by ULID Assessments, Annual Debt Service for each future year is reduced by the dollar amount of ULID Assessments projected to be received during such future year, and the remaining outstanding ULID Assessments are assumed to be paid in the remaining number of annual installments with no prepayments. For purposes of determining whether the Parity Requirement has been met, transfers from the Coverage Stabilization Account shall not be taken into account.

Participants means those broker-dealers, banks and other financial institutions from time to time for which DTC holds the Bonds as securities depository.

PWTF Loans mean the loans from the State of Washington Department of Commerce under the Public Works Trust Fund loan program pursuant to any loan agreements existing as

of the effective date of this Ordinance or hereafter entered into by the City under the Public Works Trust Fund loan program.

Qualified Insurance shall mean any noncancelable municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies), which insurance company or service corporation, as of the time of issuance of such policy or surety bond, is rated in one of the two highest rating categories by Moody's Ratings, S&P Global Ratings, or Fitch Ratings or their comparably recognized business successors.

Qualified Letter of Credit shall mean any irrevocable letter of credit issued by a financial institution for the account of the City on behalf of the owners of any Parity Bonds, which institution maintains an office, agency or branch in the United States and as of the time of issuance of such letter of credit, is rated in one of the two highest rating categories by Moody's Ratings, S&P Global Ratings, or Fitch Ratings or their comparably recognized business successor.

Rate Covenant means Net Revenue in each fiscal year at least equal to 125% of the amounts required in such fiscal year to be paid as scheduled debt service (principal and interest) on all Parity Bonds, subtracting from scheduled debt service the amount of ULID Assessments collected in such year. Furthermore, in determining compliance with the Rate Covenant, Net Revenues are subject to adjustment to reflect the following: Revenue of the System and Costs of Maintenance and Operation may be adjusted, regardless of then applicable generally accepted accounting principles, for certain items (e.g., to omit unrealized gains or losses in investments) to more fairly reflect the System's annual operating performance. Scheduled debt service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the proceedings authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds. For purposes of determining compliance with the Rate Covenant, amounts withdrawn from the Coverage Stabilization Account shall increase Revenue of the System for the period in which they are withdrawn, and amounts deposited in the Coverage Stabilization Account shall reduce Revenue of the System for the period during which they are deposited. Credits to or from the Coverage Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year.

Redemption Date means the date on which the Refunded Bonds will be redeemed, as selected by the Designated Representative.

Refunded Bonds means all or a portion of the 2014 Bonds maturing on and after December 1, 2026, as selected by the Designated Representative.

Refunding Trustee has the meaning ascribed thereto in Section 9 hereof.

Registered Owner means the person named as the registered owner of a Bond on the Bond Register.

Registrar means the Washington State Fiscal Agent, acting in the capacity as registrar, authenticating agent, paying agent and transfer agent of the Bonds, or its successors in functions, as now or hereafter designated.

Reserve Account shall mean the account of that name previously created in the Revenue Bond Fund and maintained pursuant to this Ordinance.

Reserve Requirement means the dollar amount to be calculated with respect to all Covered Bonds and separately with respect to other Parity Bonds.

(a) With respect to Covered Bonds, the Reserve Requirement shall be equal to the lesser of:

(i) Maximum Annual Debt Service for Covered Bonds,

(ii) 10% of the initial principal amount of Covered Bonds of each series, and

(iii) 125% of average annual debt service for Covered Bonds;

provided, however, that 10% of the initial principal amount of Covered Bonds of each series may be contributed to the Reserve Account from any series of Covered Bonds.

(b) With respect to other series of Parity Bonds, the Reserve Requirement shall be equal to the amount specified in the ordinance authorizing the issuance of that series of Parity Bonds.

The Reserve Requirement shall be adjusted accordingly and remain in effect until the earlier of (i) at the City's option, a payment of principal of Parity Bonds, or (ii) the issuance of a subsequent series of Future Parity Bonds, at which time the Reserve Requirement shall be re-calculated.

Revenue Bond Fund means the "Water Revenue Bond Fund" previously created in the office of the Treasurer by Section 1 of Ordinance No. C34024 and previously renamed as the "Water-Wastewater Revenue Bond Fund" in the 2014 Bond Ordinance for the sole purpose of paying and securing the payment of the principal of, premium, if any, and interest on Parity Bonds.

Revenue Fund means the Water and Wastewater Revenue Fund of the City created by Section 1 of Ordinance No. C-34981, and known as the Water-Wastewater Fund and shall include cash accounts therein.

Revenue of the System means all of the earnings, revenues and money received by the City from or on account of the ownership and operation of the System and connection and capital improvement charges collected for the purpose of defraying the cost of capital facilities of the System; including to the extent of internally approved policies of the City, investment earnings and income from investments of money in the Revenue Fund and the Revenue Bond Fund or from any other investment of Revenues; but excluding government grants, any federal subsidy legally available to pay the principal of or interest on Parity Bonds, proceeds from the

sale of System property, City taxes collected by or through the System, principal proceeds of bonds and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund System obligations (until commingled with other earnings and revenues of the System) or held in a special account for the purpose of paying a rebate to the United States Government under the Code. *Revenue of the System* shall also include any federal or state reimbursements of operating expenses to the extent such expenses are included as *Costs of Maintenance and Operation of the System*; provided, however, that Revenue of the System shall not include ULID Assessments.

Rule shall mean the SEC's Rule 15c2-12 under the Securities and Exchange Act of 1934, as the same may be amended from time-to-time.

SEC shall mean the Securities and Exchange Commission.

Serial Bonds means any Bonds other than Term Bonds.

State means the state of Washington.

State Revolving Fund Loans mean the loans outstanding as of the date of this Ordinance or hereafter entered into by the City under the State of Washington Department of Ecology Clean Water State Revolving Fund Loan Program as part of the State's participation in the federal Clean Water State Revolving Fund established by the Clean Water Act amendments of 1987.

System means the combined utility of the City's existing water supply and distribution system and the sanitary sewage transmission, treatment and disposal system, inclusive of stormwater, of the City, as they now exist and as they may be added to, improved and extended, for as long as any Parity Bonds are outstanding.

Term Bonds means the Bonds specifically designated as such in the Official Notice of Sale and the Approved Bid or the Bond Purchase Contract, as applicable.

Treasurer means the Treasurer of the City, and any successor treasurer of the City in accordance with applicable law.

True Interest Cost means the yield that, when discounting all future principal and interest payments to the delivery date of the Bonds, produces a present value equal to the principal amount of the Bonds, less any Bond insurance policy premium, less the successful bidder's discount, plus any original issue premium, less any original issue discount, plus accrued interest.

ULID means a utility local improvement district of the City.

ULID Assessments means the assessments levied in all ULIDs, the assessments in which are payable into the Revenue Bond Fund, and shall include installments thereof and interest and any penalties thereon.

Underwriter means the firm submitting the Approved Bid for the Bonds, or if it is determined that a negotiated sale (including a private placement) is in the best interest of the City, the underwriting firm or bank entering into the Bond Purchase Contract.

2014 Bond Ordinance means Ordinance No. C35170, passed by the Council on October 27, 2014.

2014 Bonds means the City's Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds), issued on December 2, 2014, pursuant to the 2014 Bond Ordinance.

Section 2: Interpretation

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

A. *Internal References.* All references in this Ordinance to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Ordinance. The words "herein," "hereof," "hereto," "hereby," "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision.

B. *Persons.* Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

C. *Headings.* Any headings preceding the texts of the several sections of this Ordinance and the table of contents shall be solely for convenience of reference and shall not constitute a part of this Ordinance, nor shall they affect its meaning, construction or effect.

D. *Writing Requirement.* Every "notice," "certificate," "consent" or similar action hereunder by the City shall, unless the form thereof is specifically provided, be in writing signed by an authorized representative of the City.

E. *Time.* In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding."

F. *Redemption.* Words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

G. *Payment Terms.* References to the payment of the Bonds shall be deemed to include references to the payment of interest thereon.

H. *Gender.* Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words imparting the singular number shall include the plural numbers and vice versa, unless the context shall otherwise dictate.

Section 3: The Purpose of the Bonds

The Bonds are being issued to provide money to pay, defease, redeem and/or retire the Refunded Bonds, fund the Reserve Requirement, if any, and pay certain expenses incurred in connection with the issuance of the Bonds and the defeasance and/or refunding of the Refunded Bonds, all as set forth more specifically herein.

Section 4: Authorization of the Bonds

A. *General Terms.* Water and wastewater system revenue bonds of the City, designated "City of Spokane, Washington, Water and Wastewater System Revenue Refunding Bonds, Series 2026," (or such other designation as the Designated Representative shall determine) are hereby authorized to be sold, issued and delivered pursuant to chapters 35.41, 39.46 and 39.53 RCW, in the event that an Approved Bid for the Bonds is accepted, or a Bond Purchase Contract is executed if the Bonds are sold by negotiated sale (including a private placement), as provided in this Section 4. The Bonds shall be issued in the aggregate principal amount of not to exceed $106,000,000; shall be dated as of their date of delivery; shall be issued in fully registered form; shall be in the denomination of $5,000 each, or any integral multiple thereof within a single maturity; and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification. The Bonds shall be in substantially the form of Exhibit "A" attached hereto and by this reference incorporated herein.

B. *Competitive Sale.* The Designated Representative is authorized to cause the Official Notice of Sale for the Bonds to be prepared and published, and provide for such other matters pertaining to the competitive sale as deemed necessary or desirable. The Official Notice of Sale shall establish:

(1) that the True Interest Cost of the Bonds shall not exceed 4.00%;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95% nor more than 140% of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00% of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to accept the Approved Bid for the Bonds, which Approved Bid must state the rate or rates of interest the Bonds shall bear and any premium or discount the Bonds shall bear.

C. *Negotiated Sale.* In the event the Designated Representative determines that it is in the best interest of the City and its ratepayers to sell the Bonds by negotiated sale (including a private placement), the Designated Representative, upon the approval of the Mayor, is hereby authorized to select a bank for placement, or an underwriter, and to enter into a Bond Purchase Contract as provided in this Section 4. The Bond Purchase Contract shall establish the following:

(1) the True Interest Cost of the Bonds, which shall not exceed 4.00%;

(2) the date or dates of the Bonds, which shall be no later than one year from the date of this Ordinance;

(3) the date or dates upon which the Bonds shall mature;

(4) the principal amount of the Bonds maturing on each maturity date concluding no later than December 1, 2034;

(5) the date on which interest shall first be payable for each Bond, which date shall be no later than December 1, 2027;

(6) the yield and price for each maturity of the Bonds, which price shall be not less than 95% nor more than 140% of the principal amount of the Bonds;

(7) the optional and mandatory redemption provisions pertaining to the Bonds, provided the first date on which the Bonds may be optionally redeemed at par is not later than 10.5 years after the date of the Bonds; and

(8) the net present value savings due to the defeasance and/or refunding of the Refunded Bonds, which shall be not less than 1.00% of the par amount of the Refunded Bonds.

The Designated Representative is hereby authorized to approve additions, deletions or alterations to the Bond Purchase Contract or any other document or certificate related thereto so long as such additions, deletions or alterations do not substantially alter the intent and substance of this Ordinance.

D. *Findings.* The Council hereby finds that the determinations made in this Ordinance are the determinations set forth in RCW 39.46.040; and as such, the Council has fully and properly authorized the sale, issuance and delivery of the Bonds.

E. *Negotiable Instruments.* The Bonds shall be negotiable instruments to the extent provided by chapter 62A.3 RCW.

Section 5: Redemption Prior to Maturity

A. *Redemption.* The Bonds shall be subject to redemption at the times and in such amounts as provided in the Official Notice of Sale and the Approved Bid, or, if the Bonds are sold by negotiated sale (including a private placement), in the Bond Purchase Contract.

B. *Partial Redemption.* In accordance with the preceding paragraph, portions of the principal amount of any Bond, in installments of $5,000 or any integral multiple of $5,000 within a maturity, may also be redeemed. If less than all the principal amount of any Bond is redeemed, upon surrender of such Bond at the designated corporate trust office of the Registrar, there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Bond or Bonds, at the option of the Registered Owner, with like maturity and interest rate, in any denomination authorized by this Ordinance.

C. *Notice of Redemption.* Except as set forth in subsection D below, and unless waived by the Registered Owner of any Bond to be redeemed, written notice of any such redemption shall be sent by the Registrar by first-class mail, postage prepaid, not less than 20 nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. The requirements of this subsection shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether it is actually received by the Registered Owner of any Bond to be redeemed. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the written notice, and if funds for the redemption are not irrevocably deposited with the Registrar or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice shall be specifically subject to the deposit of funds by the City. The Designated Representative is hereby authorized to agree to redemption provisions they deem to be in the best interest of the City.

Any notice given pursuant to this subsection may be rescinded by written notice given by the City to the Registrar on or prior to the date specified for redemption. The Registrar shall give notice of such rescission as soon thereafter as practicable, and to the same Registered Owners, as notice of such redemption was given pursuant to this subsection.

D. *Special Notice of Redemption to DTC.* For so long as DTC is the securities depository for the Bonds, the Registrar shall send redemption and defeasance notices to DTC in the manner required by the Letter of Representations.

E. *Continuing Disclosure Undertaking.* Except in the case of a private placement, for so long as Section 28 of this Ordinance remains in effect, each redemption notice shall also be provided to EMMA by the City in the manner and timeframe specified in the Continuing Disclosure Undertaking; provided, neither any defect in such notice nor any failure to give all or any portion of such notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C above.

F. *Effect of Redemption.* When so called for redemption, the Bonds shall cease to accrue interest on the specified redemption date, provided money for redemption is on deposit at the place of payment at that time, and shall not be deemed to be Outstanding as of such redemption date.

G. *Voluntary Redemption Notice.* In addition to the notice required by subsection C above, further notice may be given by the Registrar as set out below, but neither any defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in subsection C hereof.

(1) Each further notice of redemption given hereunder may contain the following information: (a) the redemption date; (b) the redemption price; (c) if less than all Bonds Outstanding are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (d) notification that, on the redemption date, the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date; (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Registrar; (f) the CUSIP numbers, if any, of all Bonds being redeemed; (g) the date of issue of the Bonds as originally issued; (h) the rate of interest borne by each Bond being redeemed; (i) the maturity date of each Bond being redeemed; and (j) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption may be sent at least 20 days before the redemption date by registered or certified mail or overnight delivery service to: (a) all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, such depositories now being DTC; and (b) one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(3) Each such further notice may be published one time in *The Bond Buyer* in New York, New York, or, if such publication is impractical or unlikely to reach a substantial number of the Registered Owners, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least 20 days prior to the date fixed for redemption.

H. *Open Market Purchase and Cancellation*. The City hereby reserves the right and option to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City partially redeems Term Bonds or Balloon Maturity Bonds, pursuant to this Ordinance, the City may, at its discretion, reduce the amount of any mandatory sinking fund deposit or deposits by an aggregate principal amount equal to the principal amount of the Term Bonds so redeemed. All Bonds purchased or redeemed under this Section shall be canceled.

Section 6: Sale of the Bonds

A. *Competitive Sale Authorized*. The Bonds may be sold by competitive sale. In any such competitive sale, the Bonds will be awarded to the bidder whose bid will result in the lowest True Interest Cost to the City. In the event that two or more bidders offer bids at the same lowest True Interest Cost, the City will award the Bonds to the bidder submitting the bid resulting in the highest net present value savings to the City. The Underwriter must pay accrued interest, if any, computed on a 360-day year and 30-day month basis, or as otherwise designated by the Designated Representative, from the date of the Bonds to the date of delivery.

(1) *Notice of Sale*. The City hereby authorizes the Designated Representative, with the assistance of the Municipal Advisor, if the Bonds are sold by competitive sale, to cause the Official Notice of Sale to be disseminated to prospective purchasers of the Bonds in such manner as it deems to be in the best interest of the City.

(2) *Good Faith Deposit*. Each bid must be unconditional and the successful bidder shall, within three hours of the award of the Bonds, make a good faith deposit (the "**Good Faith Deposit**") by federal wire or by a certified or bank cashier's check in immediately available funds payable to the City in an amount set forth in the Official Notice of Sale, which amount shall not be less than 0.5% of the principal amount of the Bonds.

The Good Faith Deposit of the successful bidder will become the property of the City and will be credited to the purchase price of the Bonds at the time of delivery of the Bonds. No interest will be paid by the City on a bidder's Good Faith Deposit. If the purchase price is not paid in full upon tender of the Bonds, the successful bidder shall have no right to the Bonds or to the recovery of the Good Faith Deposit, or to any allowance or credit by reason of the Good Faith Deposit, unless it appears the Bonds would not be validly issued if delivered to the Underwriter in the form and manner proposed. However, in the event of such nonpayment, the City reserves any and all rights granted by law to recover the agreed purchase price of the Bonds, and, in addition, any damages suffered by the City.

(3) *Opening and Award of Bids*. If the Bonds are sold pursuant to the provisions of this Section 6.A, bids will be opened by the City no later than 9:00 a.m. Pacific Time, in the offices of the Designated Representative, on the date set forth in the Official Notice of Sale. The Designated Representative is hereby authorized and directed to conduct the competitive sale of the Bonds in accordance with the Official Notice of Sale. The City reserves the right to reject any and all bids and to waive any irregularity or informality in any bid.

B. *Negotiated Sale Authorized.* The Bonds may be sold by negotiated sale (including a private placement) if it is determined by the Designated Representative, upon approval from the Mayor, that such method of sale is in the best interests of the City. If the Bonds are sold at negotiated sale or private placement, the terms of such sale must comply with Section 4 of this Ordinance.

C. *Other Related Matters.* The Designated Representative is authorized and directed to take such other actions to publicize or facilitate the sale of the Bonds as may be

deemed desirable or necessary including, but not limited to, securing a rating on the Bonds from one or more of the established nationally recognized rating services.

Section 7: Place, Manner and Medium of Payment

A. *Payment Medium*. Both principal of and interest on the Bonds are payable in lawful money of the United States to the Registered Owners thereof.

B. *Payment of Interest*. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, or as otherwise designated by the Designated Representative. Payment of each installment of interest shall be made to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date. Each installment of interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by such Registered Owner.

C. *Payment of Principal*. Principal of each Bond shall be payable to the Registered Owner, upon presentation and surrender of the Bonds on or after the date of maturity or prior redemption, whichever occurs first, at the designated corporate trust office of the Registrar. Upon the payment of the Bonds at maturity of any Bond being redeemed, each check or other transfer of money issued for such purpose shall bear the CUSIP number, if any, and identify by issue and maturity the Bonds being paid with the proceeds of such check or other transfer.

D. *Interest on Delinquent Amounts*. If any Bond is not redeemed when properly presented at its maturity date, the City shall pay interest on that Bond at the same rate provided in the Bond from and after its maturity date until the principal of and interest on that Bond is paid in full or until sufficient money for its payment in full is on deposit in the Revenue Bond Fund and the Bond has been called for payment by giving notice to the Registered Owner of that unpaid Bond.

E. *Ownership of Bonds*. The City and the Registrar may deem and treat the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of receiving payments of principal and interest due on such Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

F. *Unclaimed Money*. The Designated Representative may submit a written request to the Registrar that the Registrar return to the Designated Representative all money previously remitted to the Registrar for the payment of the Bonds that has not been distributed by the Registrar as of one year after the final maturity of all of the Bonds. The Designated Representative shall deposit such money into a separate account to be held solely for the benefit of the Registered Owners of Bonds which have not been presented for payment, and which shall be used solely for paying the principal of such Bonds and the interest which had accrued thereon to the date of maturity. Interest earnings on the money in such account may be

deposited into the Revenue Bond Fund to pay the principal of and interest on any Bonds that are Outstanding.

Section 8: The Refunding Plan

A. *Description of the Refunded Bonds*. The City is desirous of defeasing, paying, redeeming and/or retiring the Refunded Bonds, if market conditions permit such refunding. The Designated Representative is authorized to designate all or a portion of the following outstanding 2014 Bonds as the "Refunded Bonds":

Outstanding 2014 Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2026	$9,645,000	3.00%	849103 AM8
2027	9,935,000	3.15	849103 AN6
2028	10,250,000	4.50	849103 AP1
2029	10,710,000	4.50	849103 AQ9
2030	11,190,000	4.00	849103 AR7
2031	11,640,000	4.00	849103 AS5
2032	12,105,000	4.00	849103 AT3
2033	12,590,000	3.75	849103 AU0
2034	13,060,000	3.75	849103 AV8

B. *Application of Bond Proceeds.* The net proceeds of the Bonds (exclusive of any amounts that may be designated by the Designated Representative in a closing certificate to be allocated to pay costs of issuance of the Bonds or to make a deposit into the Reserve Account, and exclusive of amounts paid to an Underwriter as a fee or an Underwriter's discount) (the "**Net Bond Proceeds**"), together with other available funds of the City in the amount (if any) specified by the Designated Representative, shall be held by the City and used at the direction of the Designated Representative to pay the costs of, or to reimburse the City for the costs of, redeeming the Refunded Bonds and/or may be placed into the Escrow Account pursuant to the terms of an Escrow Agreement to effect a defeasance of the Refunded Bonds.

C. *Notice of Redemption*. The Refunding Trustee is hereby directed to give notice of the call and redemption of the Refunded Bonds in substantially the form set forth as Attachment II to the Form of Escrow Agreement attached hereto as Exhibit "B" and in the manner required by the 2014 Bond Ordinance.

D. *Modification of Refunding Plan.* The Designated Representative is hereby authorized, upon advice from the City's Municipal Advisor, to modify the refunding plan if such modification is determined to be in the City's best interest.

Section 9: The Refunding Trustee; Escrow Agreement

The City hereby authorizes the Designated Representative to select a financial institution to act as the Refunding Trustee with respect to the Refunded Bonds (the "**Refunding Trustee**") if deemed necessary to effect the defeasance and/or refunding of the Refunded

Bonds. In order to carry out the purposes of this Ordinance, if deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee an Escrow Agreement substantially in the form marked Exhibit "B" attached hereto and by this reference incorporated herein. If utilized, the Escrow Agreement, shall set forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the defeasance and/or refunding of the Refunded Bonds as provided herein, and shall set forth the payment of the fees, compensation and expenses of the Refunding Trustee.

Section 10: Creation of the Escrow Account & Government Obligations

A. *Creation of the Escrow Account*. If deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, the Refunding Trustee is authorized and directed to establish a special account for the City designated the "Water and Wastewater System Revenue and Refunding Bonds Escrow Account," or such other designation conforming to accounting principles and banking practices.

B. *Deposits into the Escrow Account*. If deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, may be deposited into the Escrow Account and may be held as cash or used to acquire Government Obligations, as more specifically provided in the Escrow Agreement. Such funds shall be irrevocably deposited into the Escrow Account. Any funds to be deposited into the Escrow Account shall be held by the Refunding Trustee in trust. All funds credited to the Escrow Account shall be deemed so credited to and held in the Escrow Account notwithstanding the fact that such funds are held by the Refunding Trustee in trust for the owners of the Refunded Bonds.

C. *Use of Money in the Escrow Account*. If deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, the Refunding Trustee, on behalf of the City, may be authorized and directed to use the Net Bond Proceeds, together with other legally available money of the City, to purchase Government Obligations in the amounts, of the type, bearing interest and maturing in such amounts as are necessary to make the payments described in this Ordinance and in the Escrow Agreement. The investment income from and maturing principal of the Government Obligations and money to be deposited into the Escrow Account, if any, shall be transmitted to the Washington State Fiscal Agent, as Registrar for the City, for the sole purpose of paying the principal of and interest on the Refunded Bonds. Any money remaining on deposit in the Escrow Account created hereunder after the payment in full of the Refunded Bonds and the costs of issuing the Bonds, shall be transferred by the Refunding Trustee to the City and deposited into the Revenue Bond Fund.

D. *Government Obligations.*

(1) *Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, the Government Obligations shall be payable in such amounts and at such times that, together with other legally available money of the City,

will be sufficient to provide for the payment of: (a) the interest on the Refunded Bonds as such becomes due on and before the Redemption Date or maturity of the Refunded Bonds; and (b) the price of redemption of the Refunded Bonds on the Redemption Date or the maturity value of the Refunded Bonds that are defeased to maturity.

(2) *Sufficiency of the Government Obligations.* If the purchase of Government Obligations is deemed necessary by the Designated Representative to effect the defeasance and/or refunding of the Refunded Bonds, prior to the delivery of the Bonds, the City shall receive an opinion of a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, stating, in substance, that the money and Government Obligations to be deposited with the Refunding Trustee for the payment of the Refunded Bonds will discharge and satisfy the City's obligations under the 2014 Bond Ordinance to make payments on the Refunded Bonds. Such opinion will not be required in the event the City deposits sufficient funds at closing to provide for all debt service payments, without taking into account interest earnings thereon.

Section 11: Irrevocable Call

A. *Refunded Bonds.*

(1) *Irrevocable Call for Redemption.* In accordance with Section 5 of the 2014 Bond Ordinance, the City hereby calls the Refunded Bonds for redemption on the Redemption Date. Such call for redemption shall be irrevocable upon the delivery of the Bonds to the Underwriter.

(2) *Irrevocable Pledge of Proceeds of the Bonds*. The City hereby irrevocably pledges the Net Bond Proceeds, together with other available funds of the City in the amount (if any) specified by the Designated Representative, Government Obligations (if any) and any amounts on deposit in the Escrow Account (if utilized), to pay the interest on the Refunded Bonds, up to and including the Redemption Date, and to redeem and retire the Refunded Bonds on such date at the price of 100% of the principal amount thereof plus accrued interest to the Redemption Date. Such amounts are hereby irrevocably pledged to be set aside to effect such payment, redemption and retirement.

B. *Findings Regarding the Defeasance and/or Refunding of the Refunded Bonds*. The Council hereby finds that, as of the date the Bonds are issued and the Net Bond Proceeds are utilized as set forth herein: (1) no further payments need to be made into the Revenue Bond Fund for the payment of the principal of and interest on the Refunded Bonds; (2) the Refunded Bonds and the interest accrued thereon shall cease to be entitled to any lien, benefit or security of the 2014 Bond Ordinance, except the right to receive the funds so set aside and pledged; and (3) the Refunded Bonds and the interest accruing thereon shall no longer be deemed to be Outstanding under the 2014 Bond Ordinance. The Council hereby further finds and determines that the issuance and sale of the Bonds will benefit the City by affecting a savings to the City's ratepayers. In making such finding and determination, the Council has given consideration to the interest that will be payable on the Bonds through the maturity of the Bonds, the costs of

issuance of the Bonds and the net present value savings due to the defeasance and/or refunding of the Refunded Bonds.

Section 12: [Reserved]

Section 13: Pledge of Net Revenue

All of the Net Revenue is pledged for the payment of the Bonds, as a prior first charge and lien thereon equal to and on parity with the charge or lien of Future Parity Bonds, if any, and Revenue of the System shall be used and applied in the order of priority provided in Section 14 of this Ordinance.

The Bonds are payable solely from amounts deposited into the Revenue Bond Fund, shall not constitute general obligations of the City and are not payable from ad valorem taxes collected within the City. Accordingly, the full faith and credit of the City is not pledged for the payment of the principal of and interest on the Bonds.

Section 14: The Revenue Fund; Priority of Payments from Revenue Fund; Coverage Stabilization Account

A. *Revenue Fund.* A special fund of the City known as the "Water-Wastewater Fund" (including subaccounts therein, the "**Revenue Fund**") has heretofore been established into which shall be deposited the Revenue of the System as collected. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City.

B. *Priority of Payments from the Revenue Fund*. The Revenue of the System deposited in the Revenue Fund shall be used only for the following purposes and in the following order of priority:

First, to pay the Costs of Maintenance and Operation of the System;

Second, to make all payments required to be made into the Revenue Bond Fund to pay the interest on any Parity Bonds, including reimbursements to the issuer of a Credit Facility if the Credit Facility secures the payment of interest on Parity Bonds and the ordinance authorizing such Parity Bonds provides for such reimbursement;

Third, to make all payments required to be made into the Revenue Bond Fund to pay the principal of any Parity Bonds, including reimbursements to the issuer of a Credit Facility if the Credit Facility secures the payment of principal of Parity Bonds and the ordinance authorizing such Parity Bonds provides for such reimbursement;

Fourth, to make all payments required to be made into any sinking fund account hereafter created to provide for the payment of the principal of Term Bonds or Balloon Maturity Bonds;

Fifth, to make all payments required to be made into the Reserve Account for Covered Bonds and to any reserve account created in the future for the payment of debt service on Future Parity Bonds;

Sixth, to make all payments required to be made into any revenue debt redemption fund, debt service account, reserve account or sinking fund account created to pay and secure the payment of the principal of and interest on Government Loans and any revenue bonds, or revenue warrants or other revenue obligations of the City having a lien upon the Revenue of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Seventh, to retire by redemption or purchase on the open market any outstanding water and wastewater system revenue bonds or revenue warrants of the City, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

The City may transfer any money from any funds or accounts of the System legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the Revenue Bond Fund. Money in the Revenue Fund may be invested by the City in any investment that is a legal investment for the City.

C. *Coverage Stabilization Account*. A Coverage Stabilization Account shall be established within the Revenue Fund at the option of the Designated Representative. The City hereby determines that the maintenance of a Coverage Stabilization Account will moderate fluctuations in Net Revenues and help to alleviate the need for short-term rate adjustments. Money in the Coverage Stabilization Account will be transferred as determined from time to time by the City. The City may make payments into the Coverage Stabilization Account from the Revenue Fund at any time. Money in the Coverage Stabilization Account may be withdrawn at any time and used for the purpose for which the Revenue of the System may be used. Amounts withdrawn from the Coverage Stabilization Account shall increase Revenue of the System for the period in which they are withdrawn, and amounts deposited in the Coverage Stabilization Account shall reduce Revenue of the System for the period during which they are deposited for purposes of measuring compliance with the Rate Covenant. Credits to or from the Coverage Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year. Earnings on the Coverage Stabilization Account shall be credited to the Revenue Fund.

Section 15: Payments into Revenue Bond Fund

A. *Revenue Bond Fund.* A special account of the City known as the "Water and Wastewater Fund — Bond Redemption Subaccount" (the "**Revenue Bond Fund**") has been created for the sole purpose of paying and securing the payment of Parity Bonds.

B. *Payments into Revenue Bond Fund*. As long as the Bonds remain outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the Revenue Fund into the Revenue Bond Fund on or before the date due those amounts necessary, together with ULID Assessments deposited and such other money as is on hand and available therefor in the Revenue Bond Fund, to pay the interest or principal and interest next coming due on the Bonds.

As long as the Parity Bonds remain outstanding, the City hereby irrevocably covenants and agrees to pay the ULID Assessments into the Revenue Bond Fund.

Notwithstanding anything in Section 15(F) hereof to the contrary, money in the Revenue Bond Fund may be used to pay arbitrage rebate, if any, to the extent the rebate is attributable to earnings on money in the Revenue Bond Fund.

C. *Payments into Reserve Account*. The City hereby agrees that a special account to be known as the "Water-Wastewater Bond Fund Reserve Account" (the "**Reserve Account**") shall be maintained for the purpose of securing the payment of the principal of and interest on all Covered Bonds. The Bonds shall be Covered Bonds, secured by the Reserve Account, if deemed necessary and designated as such by the Designated Representative. To the extent the Bonds are designated as Covered Bonds, the City hereby covenants that the Reserve Requirement for the Bonds will be fully funded as of the date of issuance of the Bonds.

The City covenants and agrees that when the required deposits have been made into the Reserve Account, it will, at all times for so long as any Covered Bonds remain outstanding, maintain therein an amount at least equal to the Reserve Requirement except for withdrawals therefrom authorized hereinafter. Whenever there is a sufficient amount in the Revenue Bond Fund, including all accounts therein, to pay the principal of, premium, if any, and interest on all outstanding Parity Bonds, the money in the Reserve Account may be used to pay the principal of, premium, if any, and interest on the Parity Bonds secured thereby. Money in the Reserve Account may also be withdrawn to redeem and retire, and to pay the premium, if any, and interest due to such date of redemption, on the outstanding Parity Bonds, as long as the money remaining on deposit in the Reserve Account is at least equal to the Reserve Requirement determined with respect to the Covered Bonds then outstanding.

In the event there shall be a deficiency in the Revenue Bond Fund to meet maturing installments of either interest on or principal of and interest on any Parity Bonds, such deficiency shall be made up from the Reserve Account by the withdrawal of money therefrom. Cash and investments shall be drawn upon prior to any drawing upon a Credit Facility. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the System or ULID Assessments within one year after making necessary provision for the payments required to be made by subparagraphs First through Fourth, inclusive, of Section 14(B) of this Ordinance.

If a Credit Event occurs, the Reserve Requirement shall be satisfied (A) within one year after the occurrence of such Credit Event with other Qualified Insurance or another Qualified Letter of Credit, or (B) within three years (in three approximately equal annual installments) after the occurrence of such Credit Event, out of Revenue of the System or ULID Assessments after making necessary provision for the payments required to be made by subparagraphs First through Fourth, inclusive, of Section 14(B) of this Ordinance.

In the event the City issues any Future Parity Bonds that are Covered Bonds, it will provide in the ordinance authorizing the issuance of the same for payment into the Reserve Account out of proceeds of such Future Parity Bonds, Revenue of the System, or ULID Assessments (or, at the option of the City, out of any other funds on hand and legally available therefor) approximately equal additional annual installments so that by three years from the

date of issuance of such Future Parity Bonds there will have been paid into the Reserve Account an amount that, together with the money already on deposit therein, will be at least equal to the Reserve Requirement. Such annual payments into the Reserve Account shall be made not later than December 20 of each year.

Notwithstanding anything in this Section to the contrary, the City may fund the Reserve Requirement, in whole or in part, through a surety bond issued by a Qualified Insurer. The amount payable by the Qualified Insurer under such surety bond shall be credited against the amounts otherwise required to be accumulated and maintained in the Reserve Account.

The Reserve Requirement may be maintained by deposits of cash. As used herein, the term "cash" shall include U.S. currency, cash equivalents and evidences thereof, including demand deposits, certified or cashier's check; and the deposit to the Reserve Account may be satisfied initially by the transfer of qualified investments to such account.

E. *Priority of Lien of Payments into the Revenue Bond Fund*. The amounts so pledged to be paid into the Revenue Bond Fund from the Revenue Fund are hereby declared to be a lien and charge upon the Revenue of the System junior in lien to the Costs of Maintenance and Operation and equal to the lien of the charges upon such Revenue of the System and ULID Assessments that may hereafter be made upon the Revenue of the System and ULID Assessments to pay and secure the payment of the principal of and interest on any Future Parity Bonds, and prior and superior to all other charges of any kind or nature whatsoever.

F. *Application and Investment of Money in the Revenue Bond Fund*. Money in the Revenue Bond Fund and the Reserve Account shall be invested in any legal investment for City funds. Investments in the Revenue Bond Fund shall mature prior to the date on which such money shall be needed for required interest or principal payments. Investments in any Reserve Account shall mature not later than the last maturity of the Parity Bonds secured thereby.

G. *Sufficiency of Revenues*. The Council hereby finds and declares that in fixing the amounts to be paid into the Revenue Bond Fund out of the Revenue of the System, it has exercised due regard for the Costs of Maintenance and Operation and has not obligated the City to set aside and pay into such Fund a greater amount of such Revenue than in its judgment will be available over and above the Costs of Maintenance and Operation.

Section 16: Execution and Authorization of the Bonds

A. *Execution of the Bonds.* The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, shall be attested by the manual or facsimile signature of the City Clerk and shall have the seal of the City impressed or imprinted thereon.

B. *Authentication of the Bonds.* The executed Bonds shall be delivered to the Registrar for authentication. The Bonds shall be numbered separately in the manner and with any additional designation as the Registrar deems necessary for purposes of identification. Only those Bonds that bear a Certificate of Authentication substantially in the form set forth in Exhibit "A" attached hereto and manually executed by an authorized representative of the

Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Ordinance.

C. *Validity of Signatures.* In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the City before the Bonds so signed or attested shall have been authenticated or delivered by the Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued, and, upon such authentication, delivery and issue, shall be as binding upon the City as though those who signed and attested the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of such Bond shall be the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 17: The Registrar

A. *Registrar Appointed.* The Treasurer has designated the Washington State Fiscal Agent as the City's legally designated fiscal agent with respect to the Bonds. The Council hereby confirms such designation with respect to the Bonds and appoints the Washington State Fiscal Agent as Registrar, authenticating agent, paying agent and transfer agent with respect to the Bonds, subject to the terms and conditions of this Section.

B. *Delegated Duties.* The Registrar is hereby authorized and directed, on behalf of the City, to authenticate and deliver Bonds initially issued or transferred or exchanged in accordance with the provisions of the Bonds and this Ordinance and to carry out all of the Registrar's powers and duties under this Ordinance and the Agreement for Fiscal Agency Services between the Washington State Finance Committee and the Registrar (as the same may be amended or readopted from time to time).

C. *Bond Register.* The Bonds shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, at its designated corporate trust office the Bond Register which shall at all times be open to inspection by the City. The City hereby specifies and adopts the system of registration for the Bonds approved by the Washington State Finance Committee.

D. *Fees and Costs.* The City shall pay to the Registrar from time to time reasonable compensation for all services rendered under this Ordinance together with reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Ordinance. The administrative fees provided for in this subsection D may be paid from the Revenue Bond Fund.

E. *Representations.* The Registrar shall be responsible for its representations contained in the Registrar's Certificate of Authentication on the Bonds.

F. *Ownership Rights.* The Registrar may become the Registered Owner of Bonds with the same rights it would have if it were not the Registrar, and, to the extent permitted by

law, may act as depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners of the Bonds.

G. *Cancellation of Surrendered Bonds.* Bonds surrendered to the Registrar for payment, redemption, transfer or exchange, as well as Bonds surrendered by the City for cancellation, shall be canceled immediately by the Registrar and returned to the City. Such Bonds thereafter shall be destroyed.

Section 18: Book-Entry System Authorized

A. The Bonds shall be initially issued in the form of a separate, single-certificated, fully registered Bond for each maturity set forth in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), the Bond Purchase Contract, as provided for in Section 4 of this Ordinance, in the aggregate principal amount of such maturity. Upon initial issuance, the ownership of each Bond may be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the securities depository for the Bonds. Except as provided in subsection D of this Section, all of the Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

B. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, neither the City nor the Registrar shall have any responsibility or obligation to any Participant or to any person on behalf of which a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to: (1) the accuracy of the records of DTC, Cede & Co., or any Participant with respect to any ownership interest in the Bonds; (2) the delivery to any Participant or any other person, other than a Registered Owner, of any notice with respect to the Bonds; or (3) the payment to any Participant or any other person, other than a Registered Owner, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Registrar may treat and consider the Registered Owner of each Bond as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and the interest on the Bonds as provided for in the Official Notice of Sale, or, if the Bonds are sold by negotiated sale (including a private placement), Bond Purchase Contract, and as further provided in this Ordinance and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sums so paid. No person other than a Registered Owner shall receive a certificated Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to the transfer and payment of the Bonds, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

C. The City heretofore has delivered a Letter of Representations to the Registrar and DTC. The delivery of the Letter of Representations shall not in any way limit the

provisions of subsection B of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the Bonds other than the Registered Owner. The Registrar shall take all action necessary for all representations of the City in the Letter of Representations with respect to the Registrar, to, at all times, be complied with.

D. (1) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and to the Registrar, and discharging its responsibilities with respect thereto under applicable law.

(2) The City, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the City determines that: (a) DTC is unable to discharge its responsibilities with respect to the Bonds; or (b) a continuation of the requirement that all of the Bonds be registered in the Bond Register in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of the Bonds.

(3) Upon termination of the services of DTC with respect to the Bonds pursuant to subsection D(2)(b) of this Section, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection D(1) or subsection D(2)(a) of this Section, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found that, in the opinion of the City, is willing and able to undertake such functions upon reasonable and customary terms, the City shall deliver certificated Bonds at the expense of the City, as described in this Ordinance, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the names that the Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. In the event the Bonds are transferred by the City to fully registered form, the Bonds shall be payable by the Registrar. Thereafter, the principal of the Bonds shall be payable upon due presentment and surrender thereof at the designated corporate trust office of the Registrar; interest shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner, and the Bonds shall be transferable as provided in this Ordinance.

E. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

F. If the Bonds are privately placed with a bank, the City may determine not to comply with this Section if the Designated Representative deems it to be in the best interest of the City.

Section 19: Transfer and Exchange of the Bonds

A. *Transfer of Bonds.* Each Bond shall be transferable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, upon due completion of the assignment form appearing thereon and upon surrender of such Bond at the designated corporate trust office of the Registrar for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor.

B. *Exchange of Bonds.* Each Bond shall be exchangeable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, for one or more new Bonds, upon surrender of such Bond at the designated corporate trust office of the Registrar for cancellation.

C. *Authentication and Delivery of New Bonds.* Whenever a Bond shall be surrendered for transfer or exchange, the Registrar shall authenticate and deliver to the transferee or exchangee, in exchange therefor, a new fully registered Bond or Bonds of any authorized denomination or denominations, of the same maturity and interest rate as, and for the aggregate principal amount of, the Bond being surrendered. Notwithstanding the foregoing sentence, the Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

D. *Payment of Fees and Costs.* The Registrar shall require the payment by the Registered Owner requesting such transfer or exchange of any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

Section 20: Mutilated, Destroyed, Lost or Stolen Bonds

A. *Issuance of Substitute Bonds.* If any Bond shall become mutilated, lost, stolen or destroyed, the affected Registered Owner shall be entitled to the issuance of a substitute Bond only as follows:

(1) in the case of a lost, stolen or destroyed Bond, the Registered Owner shall: (a) provide notice of the loss, theft or destruction to the City and the Registrar within a reasonable time after the Registered Owner receives notice of the loss, theft or destruction; (b) request the issuance of a substitute Bond; (c) provide evidence, satisfactory to the City and the Registrar, of the ownership and the loss, theft or destruction of the affected Bond; and (d) file in the offices of the City and the Registrar a written affidavit specifically alleging on oath that such Registered Owner is the proper owner, payee or legal representative of such owner or payee of the Bond that has been lost, stolen or destroyed, giving the date the Bond was issued and the number, principal amount and series of such Bond, and stating that the Bond has been lost, stolen or destroyed, and has not been paid and has not been received by such Registered Owner;

(2) in the case of a mutilated Bond, the Registered Owner shall surrender the Bond to the Registrar for cancellation; and

(3) in all cases, the Registered Owner shall provide indemnity against any and all claims arising out of or otherwise related to the issuance of substitute Bonds pursuant to this Section satisfactory to the City and the Registrar.

Upon compliance with the foregoing, a new Bond of like tenor and denomination, bearing the same number as the mutilated, destroyed, lost or stolen Bond, and with the word "DUPLICATE" stamped or printed plainly on its face, shall be executed by the City, authenticated by the Registrar and delivered to the Registered Owner, all at the expense of the Registered Owner to whom the substitute Bond is delivered. Notwithstanding the foregoing, the Registrar shall not be required to authenticate and deliver any substitute Bond for a Bond which has been called for redemption or which has matured or is about to mature and, in any such case, the principal or redemption price and interest then due or becoming due shall be paid by the Registrar in accordance with the terms of the mutilated, destroyed, lost or stolen Bond without substitution therefor.

B. *Notation on the Bond Register*. Upon the issuance and authentication of any substitute Bond under the provisions of this Section, the Registrar shall enter upon the Bond Register a notation that the original Bond was cancelled and a substitute Bond was issued therefor.

C. *Rights of Registered Owners of Substitute Bonds*. Every substituted Bond issued pursuant to this Section shall constitute an additional contractual obligation of the City and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued hereunder unless the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by a bona fide purchaser for value without notice. In the event the Bond alleged to have been destroyed, lost or stolen shall be enforceable by anyone, the City may recover the substitute Bond from the Registered Owner to whom it was issued or from anyone taking under the Registered Owner except a bona fide purchaser for value without notice.

D. *Exclusive Rights.* All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or of investment or other securities without their surrender.

Section 21: Defeasance of the Bonds

In the event that money and/or Government Obligations, maturing or having guaranteed redemption prices at the option of the owner at such times and bearing interest to be earned thereon, in such amounts as are sufficient (together with any resulting cash balances) to redeem and retire part or all of the Bonds in accordance with their terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the Revenue Bond Fund or any account therein for the payment of the principal of and interest on the certain Bonds so provided for, and such Bonds and interest accrued thereon shall no longer be deemed to be Outstanding hereunder.

If the principal or redemption price of any Bonds becoming due, at maturity or otherwise, together with all interest accruing thereon to the due date, has been paid or provision therefor has been made in accordance with this Section, all interest on such Bonds shall cease to accrue on the due date and all liability of the City with respect to such Bonds shall likewise cease, except as hereinafter provided. Thereafter the Registered Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Registrar shall hold such funds in trust for such Registered Owners uninvested and without interest.

Section 22: Bond Covenants

A. *Maintenance and Operation*. The City shall at all times maintain, preserve and keep the properties of the System in good repair, working order and condition and will from time to time make all necessary and proper repairs, renewals, replacements, extensions and betterments thereto, so that at all times the business carried on in connection therewith will be properly and advantageously conducted, and the City will at all times operate or cause to be operated said properties of the System and the business in connection therewith in an efficient manner and at a reasonable cost.

B. *Rate Covenant*. The City will establish, maintain and collect such rates and charges, which shall be fair and nondiscriminatory, for service of its System as will maintain the Rate Covenant for so long as any Parity Bonds are outstanding.

C. *Maintain Revenue Fund Balance*. After making or providing for the payments from the Revenue Fund as required by Section 14 hereof, there shall be maintained in the Revenue Fund sufficient money to enable the City to meet the Costs of Maintenance and Operation of the System on a current basis.

D. *Sale or Disposition of the System*. The City will not sell or otherwise dispose of the System in its entirety unless simultaneously with such sale or other disposition, provision is made for the payment into the Revenue Bond Fund of cash or Government Obligations sufficient together with interest to be earned thereon to pay the principal of and interest on the then-outstanding Parity Bonds, nor will it sell or otherwise dispose of any part of the useful operating properties of the System unless such facilities are replaced or provision is made for payment into the Revenue Bond Fund of the greatest of the following:

(1) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Revenue Bond Fund and accounts therein) that the Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(2) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the Net Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(3) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the depreciated cost value of the facilities sold or disposed of bears to the depreciated cost value of the entire System immediately prior to such sale or disposition.

The proceeds of any such sale or disposition of a portion of the properties of the System (to the extent required above) shall be paid into the Revenue Bond Fund.

Notwithstanding any other provision of this subsection D, the City may sell or otherwise dispose of any of the works, plant, properties and facilities of the System or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the System, or no longer necessary, material to or useful in such operation, without making any deposit into the Revenue Bond Fund.

E. *Liens or Encumbrances*. The City will not at any time create or permit to accrue or to exist any lien or other encumbrance or indebtedness upon the System or the Revenue of the System, or any part thereof, prior or superior to the lien thereon for the payment of the Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Revenue of the System, or any part thereof, or upon any funds in the hands of the City, prior to or superior to the lien of the Parity Bonds, or which might impair the security of the Parity Bonds.

F. *Insurance*. The City will keep the works, plants and facilities comprising the System insured, and will carry such other insurance, with responsible insurers, with policies payable to the City, against risks, accidents or casualties, at least to the extent that insurance is usually carried by private corporations operating like properties, or will implement a self-insurance program with reserves adequate, in the judgment of the Council, to protect the City and the holders of Parity Bonds against loss. In the event of any loss or damage, the City will promptly repair or replace the damaged portion of the insured property and apply the proceeds of any insurance policy for that purpose; or in the event the City should determine not to repair or reconstruct such damaged portion of the properties of the System, the proceeds of such insurance shall be paid into any Reserve Account to the extent that such transfer shall be necessary to make up any deficiency in said Reserve Account and the balance, if any, shall, at the option of the City, be used either for repairs, renewals, replacements, or capital additions to the System, for the redemption of Parity Bonds, or for deposit into the Revenue Bond Fund.

G. *Books and Accounts*. The City shall keep proper books of account in accordance with any applicable rules and regulations prescribed by the State of Washington. The City shall prepare, and any owner or holder of Parity Bonds may, upon written request, obtain copies of, balance sheets and profit and loss statements showing in reasonable detail the financial condition of the System as of the close of each year, and the income and expenses of such year, including the amounts paid into the Revenue Fund, the Revenue Bond Fund, and into any and all special funds or accounts created pursuant to the provisions of this Ordinance, and the amounts expended for maintenance, renewals, replacements, and capital additions to the System.

H. *Additions and Improvements.* The City will not expend any of the revenues derived by it from the operation of the System or the proceeds of any indebtedness payable from the Revenue of the System for any extensions, betterments or improvements to the System that are not legally required or economically sound, and that will not properly and advantageously contribute to the conduct of the business of the System in an efficient manner.

I. *Collection and Application of ULID Assessments.* As long as the Parity Bonds remain outstanding, all ULID Assessments shall be paid into the Revenue Bond Fund and shall be used to pay and secure the payment of the principal of and interest on the Parity Bonds. Nothing in this Ordinance or this section shall be construed to prohibit the City from issuing water, wastewater or water and wastewater system revenue bonds junior in lien to the Bonds and pledging as security for their payment assessments levied in any ULID which may have been specifically created to pay part of the cost of improvements to the System for which those junior lien bonds were specifically issued.

J. *Collection of Delinquent ULID Assessments.* The City will, on or before April 1 of each calendar year, determine all ULID Assessments or installments thereof that are delinquent and will take all necessary action to enforce payment of such ULID Assessments, including real property foreclosure actions pursuant to applicable law, or its successor statute, if any, against the property owners whose ULID Assessments are delinquent.

K. *No Free Service.* Unless permitted by law or City policy, the City will not furnish or supply or permit the furnishing or supplying of any commodity, service or facility furnished by or in connection with the operation of the System, free of charge to any person, firm or corporation, public or private, so long as any Bonds are outstanding and unpaid.

Section 23: Tax Covenants

A. *Compliance With the Code.* The City covenants to comply with each requirement of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the City covenants to comply with the provisions of the Tax Certificate executed by the City on the date of initial issuance and delivery of the Bonds, as such Tax Certificate may be amended from time to time.

B. *Necessary Payments.* The City covenants to make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to Section 148 of the Code.

C. *Survival of Tax Covenants* Notwithstanding any other provision of this Ordinance to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 21 of this Ordinance.

D. *Remedies.* Notwithstanding any other provision of this Ordinance to the contrary: (1) upon the City's failure to observe or refusal to comply with the above covenants, the Registered Owners, or any trustee acting on their behalf, shall be entitled to the rights and

remedies provided to the Registered Owners under this Ordinance; and (2) neither the holders or Registered Owners of bonds of any series other than Bonds, nor a trustee acting on their behalf, shall be entitled to exercise any right or remedy provided to Registered Owners under this Ordinance based upon the City's failure to observe, or refusal to comply with, the above covenants.

Section 24: Issuance of Future Parity Bonds

A. *Conditions upon the Issuance of Future Parity Bonds.* The City hereby reserves the right to issue Future Parity Bonds, which shall constitute a charge and lien upon the Revenue of the System equal to the lien thereon of the Bonds. Except as provided in subsection (C) below, the City shall not issue any series of Future Parity Bonds or incur any additional indebtedness with a parity lien or charge on Net Revenues (i.e., on a parity of lien with Parity Bonds at the time outstanding) unless:

(1) the City shall not have been in default of its Rate Covenant for the immediately preceding fiscal year, without regard to transfers from the Coverage Stabilization Account;

(2) the ordinance authorizing the issuance of such Future Parity Bonds shall include the covenants provided in Section 22(B) hereof; and

(3) there shall have been filed a certificate (prepared as described in subsection (C) or (D) below) demonstrating fulfillment of the Parity Requirement, commencing with the first full fiscal year following the date on which any portion of interest on the series of Future Parity Bonds then being issued no longer will be paid from the proceeds of such series of Future Parity Bonds.

B. *No Certificate Required.* The certificate described in the foregoing subsection (A)(3) shall not be required as a condition to the issuance of Future Parity Bonds:

(1) if the Future Parity Bonds being issued are for the purpose of refunding outstanding Parity Bonds; or

(2) if the Future Parity Bonds are being issued to pay costs of construction of facilities of the System for which Future Parity Bonds have been issued previously and the principal amount of such Future Parity Bonds being issued for completion purposes does not exceed an amount equal to an aggregate of 15% of the principal amount of Future Parity Bonds theretofore issued for such facilities and reasonably allocable to the facilities to be completed as shown in a written certificate of the Designated Representative, and there is delivered a Designated Representative's certificate stating that the nature and purpose of such facilities has not materially changed.

C. *Certificate of the City Without A Consultant.* If required pursuant to the foregoing subsection (A)(3), a certificate may be delivered by the City (executed by the Designated Representative) without a Consultant if Net Revenues for the Base Period conclusively demonstrate that the Parity Requirement will be fulfilled commencing with the

first full fiscal year following the date on which any portion of interest on the series of Future Parity Bonds then being issued will not be paid from the proceeds of such series of Future Parity Bonds.

D. *Certificate of a Consultant.* Unless compliance with the requirements of subsection (A)(3) have been otherwise satisfied (as provided in subsection (B) or (C) above), compliance with the Parity Requirement shall be demonstrated conclusively by a certificate of a Consultant.

In making the computations of Net Revenues for the purpose of certifying compliance with the Parity Requirement, the Consultant shall use as a basis the Net Revenues (which may be based upon unaudited financial statements of the City if the audit has not yet been completed) for the Base Period. Such Net Revenues shall be determined by adding the following:

(1) The historical net revenue of the City for the Base Period being issued as determined by a Consultant.

(2) The net revenue derived from those customers of the City that have become customers during such 12-month period or thereafter and prior to the date of such certificate, adjusted to reflect a full year's net revenue from each such customer to the extent such net revenue was not included in (1) above.

(3) The estimated annual net revenue to be derived from any person, firm, association, private or municipal corporation under any executed contract for service, which net revenue was not included in any of the sources of net revenue described in this subsection (D).

(4) The estimated annual net revenue to be derived from the operation of any additions or improvements to or extensions of the City under construction but not completed at the time of such certificate and not being paid for out of the proceeds of sale of such Future Parity Bonds being issued, and which net revenue is not otherwise included in any of the sources of net revenue described in this subsection (D).

(5) The estimated annual net revenue to be derived from the operation of any additions and improvements to or extensions of the City being paid for out of the proceeds of sale of such Future Parity Bonds being issued.

In the event the City will not derive any revenue as a result of the construction of the additions, improvements or extensions being made or to be made to the System within the provisions of subparagraphs (4) and (5) immediately above, then the estimated normal Costs of Maintenance and Operation (excluding any transfer of money to other funds of the City and license fees, taxes and payments in lieu of taxes payable to the City) of such additions, improvements and extensions shall be deducted from estimated annual net revenue.

The words "historical net revenue" or "net revenue" as used in this subsection (D) shall mean the Revenue of the System or any part or parts thereof less the normal expenses of maintenance and operation of the System or any part or parts thereof, but before depreciation. Such "historical net revenue" or "net revenue" shall be adjusted to reflect the rates and charges

effective on the date of such certificate if there has been any change in such rates and charges during or after such 12-consecutive-month period.

E. *Junior Liens*. Nothing herein contained shall prevent the City from issuing revenue bonds or other obligations that are a charge upon the Revenue of the System junior or inferior to the payments required by this Ordinance to be made out of such Revenue into the Revenue Bond Fund and accounts therein to pay and secure the payment of any outstanding Parity Bonds.

F. *Refunding to Avoid Default*. Nothing herein contained shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment of which money is not otherwise available.

Section 25: Amendments to Ordinance

A. *Amendments Not Requiring Registered Owner Consent.* The Council may adopt at any time ordinances supplemental hereto, which ordinances thereafter shall become a part of this Ordinance, for any one or more of all of the following purposes:

(1) to add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be observed, which shall not materially adversely affect the interests of the holders of any Parity Bonds, or to surrender any right or power herein reserved.

(2) to make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Ordinance or any ordinance authorizing future Parity Bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the holders of Parity Bonds.

Any such supplemental ordinance may be adopted without the consent of the Registered Owners of any Parity Bonds at any time Outstanding, notwithstanding any of the provisions of subsection B of this Section.

B. *Amendments Requiring Registered Owner Consent.* With the consent of the holders of not less than 50% in aggregate principal amount of the Parity Bonds at the time outstanding, the Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(1) extend the fixed maturity of any Parity Bonds, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the holder of each bond so affected; or

(2) reduce the aforesaid percentage of bondholders required to approve any such supplemental ordinance, without the consent of the holders of all of the Parity Bonds then outstanding.

It shall not be necessary for the consent of bondholders under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

For the purpose of consenting to amendments under this Section 25(B) except for amendments that alter the interest rate on any Parity Bonds, the maturity date, interest payment dates, purchase upon tender or redemption of any Parity Bonds, the issuer of a Credit Facility shall be deemed to be the sole Registered Owner of the Parity Bonds that are payable from such Credit Facility and that are then outstanding.

C. *Effect of Supplemental Ordinances.* Upon the passage of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Ordinance and all holders of Parity Bonds outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

Section 26: Sale and Delivery of the Bonds and Taking of Other Actions Authorized

The Council hereby authorizes and directs each of the Mayor, the Chief Financial Officer, the Director of the Public Works Division, the City Clerk, the Treasurer, the Municipal Advisor and Bond Counsel, to prepare, execute and deliver the Bonds to the Underwriter, or in the case of a private placement with a bank, to the bank, and for the proper application and use of the proceeds of the sale thereof, including:

A. preparing the final official statement regarding the Bonds, if the Bonds are publicly offered; and

B. executing such certificates and receipts as may be necessary to properly document the issuance of the Bonds.

In addition, the Mayor, the Chief Financial Officer, the Director of the Public Works Division, the City Clerk, the Treasurer, the Municipal Advisor and Bond Counsel, are hereby authorized by the Council to execute and deliver such other certificates, agreements and documents, and to take such other actions on behalf of the City as may be reasonable and necessary:

A. to facilitate the issuance and sale of the Bonds;

B. to meet all provisions of the Code in order to maintain tax-exempt status of the Bonds; and

C. in connection with any matters related thereto, until the final maturity date of the Bonds or redemption, whichever occur first.

Section 27: The Preliminary Official Statement

If the Bonds are publicly offered, the Council hereby delegates authority to the Designated Representative to determine all acts to be undertaken by the City's officers, employees and agents with respect to the preparation and distribution of the preliminary official statement regarding the Bonds, including any action taken to deem such preliminary official statement final as of its date except for the omission of information dependent upon the pricing of the issue and the completion of the underwriting agreement, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates and other terms of the Bonds dependent on the foregoing matters. The City agrees to cooperate with the Underwriter to deliver or cause to be delivered, within seven business days from the date of the sale date of the Bonds and in sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, copies of a final official statement in sufficient quantity to comply with the rules of the MSRB and paragraph (b)(4) of Securities and Exchange Commission Rule 15c2-12.

Section 28: Covenant to Provide Continuing Disclosure

The City covenants to execute and deliver at the time of issuance of the Bonds a Continuing Disclosure Undertaking in substantially the form set forth in Exhibit "C" attached hereto and by this reference incorporated herein. The Designated Representative is authorized and directed to execute and deliver a Continuing Disclosure Undertaking upon the sale, issuance and delivery of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interest of the City, upon consultation with Bond Counsel. The City hereby reserves the right to comply with this Section by meeting its annual disclosure requirements through any system approved by the SEC. All required filings shall be made in an electronic format as prescribed by the MSRB.

Section 29: Contract; Severability

The covenants contained in this Ordinance and in the Bonds shall constitute a contract between the City and the holder of each and every Bond. All the covenants, promises and agreements in this Ordinance contained by or on behalf of the City, or by or on behalf of the Registrar, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenants or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of any Bonds.

Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the City, the Registrar and the Registered Owners any rights, remedies or claims under or by reason of this Ordinance or any covenant, condition or stipulation thereof; and all of the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the City shall be for the sole and exclusive benefit of the City, the Registrar and the Registered Owners.

Section 30: No Personal Recourse

No recourse shall be had for any claim based on this Ordinance or Bonds against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 31: Ratification

All actions not inconsistent with the provisions of this Ordinance heretofore taken by the Council and the City's employees with respect to the adoption of this Ordinance and the issuance, sale and delivery of the Bonds, are hereby in all respects ratified, approved and confirmed.

Section 32: Repealer

All ordinances or resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 33: Rescission

The Council previously held a regular meeting on April 21, 2025, at which time the Board adopted Ordinance No. C36665 ("**Ordinance No. C36665**") authorizing the issuance by the City of certain indebtedness to defease and/or refund the Refunded Bonds within one year from the date thereof. Due to variable interest rates and market conditions, issuing indebtedness within one year from the date of Ordinance No. C36665 was not deemed to be in the best interest of the City and was not undertaken. For the avoidance of doubt, the Council hereby rescinds Ordinance No. C36665.

Section 34: Effective Date

This Ordinance shall become effective 30 days following its enactment.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on July 22, 2026.

CITY OF SPOKANE

Spokane County, Washington

_____

Betsy Wilkerson, Council President

_____

Lisa Brown, Mayor

ATTEST:

_____

Giacobbe Byrd, City Clerk

(S E A L)

APPROVED AS TO FORM:

_____

City Attorney

_____

Tanya Lawless, Bond Counsel

* *

C E R T I F I C A T E

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Spokane, Washington (the "**City**"), and keeper of the records of the City Council (the "**Council**"); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. C36897 of the City (the "**Ordinance**"), as finally passed at a regular meeting of the Council held on the 22nd day of July, 2026, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of July 2026.

_____

City Clerk

EXHIBIT "A"

[Form of Bond]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO. R-[__] **$[_____]**

UNITED STATES OF AMERICA
STATE OF WASHINGTON
COUNTY OF SPOKANE

CITY OF SPOKANE

WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BOND, SERIES 2026

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
_____%	December 1, 20__	_____, 2026	___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [_____] AND NO/100 DOLLARS

THE CITY OF SPOKANE, Spokane County, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**") now in force, acknowledges itself to owe and, for value received, promises to pay from the City's "Water-Wastewater Revenue Bond Fund" (the "**Revenue Bond Fund**"), referred to in Ordinance No. C36897, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**"), to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount identified above and to pay interest thereon from the Revenue Bond Fund from _____, 2026, or from the most recent date to which interest has been paid or duly provided for, whichever is later, at the Interest Rate per annum identified above, payable commencing on _____ 1, 20[26], and semiannually thereafter on each December 1 and June 1 to the Maturity Date set forth above or to the date of prior redemption of this Bond, whichever occurs first. Interest shall be calculated on the basis of [a 360-day year consisting of twelve 30-day months]. Capitalized terms used herein shall have the meanings given to them in the Ordinance.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the Registered Owner hereof, whose name and address shall appear on the registration books of the City (the "**Bond Register**") maintained by the Washington State Fiscal Agent (the "**Registrar**"). Interest shall be paid to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the interest payment date, and shall be paid by check or draft of the Registrar mailed to such Registered Owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Interest installments may be paid by wire transfer to a Registered Owner within the United States of at least $1,000,000 in principal amount of the Bonds, upon written request of such Registered Owner submitted to the Registrar at least 15 days prior to the interest payment date; provided, the costs of such wire transfer shall be paid by the Registered Owner. Principal of this Bond shall be paid to the Registered Owner upon presentation and surrender of this Bond on or after the Maturity Date set forth above or date of prior redemption of this Bond, whichever occurs first, at the designated corporate trust office of the Registrar.

This Bond is one of a duly authorized series of Bonds aggregating $[_____] par value, all of like date, tenor and effect, issued by the City pursuant to and in full compliance with the Constitution and laws of the state of Washington now in force, particularly chapters 35.41, 39.46 and 39.53 RCW, and proceedings duly adopted and authorized by the Council, more particularly the Ordinance, for the purpose of providing money to pay, redeem and retire the Refunded Bonds, to fund the Reserve Requirement, if any, and to pay certain expenses incurred in connection with the issuance of the Bonds, as more particularly described in the Ordinance.

The Bonds are subject to redemption prior to their stated maturity as stated in the [Bond Purchase Contract] [Official Notice of Sale and Approved Bid].

The Bonds of this issue are not general obligations of the City. The City hereby covenants and agrees with the owner and holder of this bond that it will keep and perform all the covenants of this Bond and the Bond Ordinance.

[The Bonds of this issue are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The Bonds of this issue have not been designated by the City as "qualified tax-exempt obligations" for investment by financial institutions under Section 265(b) of the Code.]

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Revenue of the System and to pay into the Revenue Bond Fund and the Reserve Account the various amounts required by the Ordinance to be paid into and maintained in such fund and account, all within the times provided by the Ordinance. To the extent more particularly provided by the Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Revenue of the System into the Revenue Bond Fund and the account therein shall be a lien and charge thereon equal in rank to the lien and charge upon said revenue of the amounts required to pay and secure the payment of any revenue bonds of the City hereafter issued on a parity with the bonds of this issue and superior to all other liens and charges of any kind or nature except the Costs of Maintenance and Operation of the System.

The City has further bound itself to maintain the System in good repair, working order and condition, to operate the same in an efficient manner and at a reasonable cost, and to establish, maintain and collect rates and charges for as long as any of the bonds of this issue are outstanding that will make available, for the payment of the principal thereof and interest thereon as the same shall become due, Net Revenue will be at least equal to the Rate Covenant, as described in the Ordinance.

So long as the Bonds are in book-entry only form, the Registrar will notify DTC of a redemption, not less than 20 days and not more than 60 days prior to the date fixed for redemption, and will provide such information as required by the operational arrangements of DTC referenced in the Blanket Letter of Representations from the City to DTC.

During any period in which the Bonds are not in book-entry only form, unless waived by any Registered Owner of the Bonds to be redeemed, notice of any redemption of Bonds will be given by the Registrar on behalf of the City by mailing a copy of a redemption notice by first-class mail, postage prepaid, not less than 20 days nor more than 60 days prior to the date fixed for redemption, to the Registered Owners of each Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owners to the Registrar.

Such requirements shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the Registered Owner of any Bond to be redeemed. Interest on any Bond so called for redemption shall cease to accrue on the date fixed for redemption, and the Bonds shall not be deemed to be Outstanding as of such redemption date, provided funds for redemption are on deposit at the place of payment at that time. Any notice of redemption given may be rescinded by written notice from the City to the Registrar prior to the date specified for redemption. The Registrar shall give notice of such rescission as soon thereafter as practicable, and to the same Registered Owners, as notice of such redemption was given. Any notice of redemption that is so rescinded shall be of no effect, and the Bonds for which the notice of redemption has been rescinded shall remain Outstanding.

The City has reserved the right to purchase any or all of the Bonds on the open market at any time and at any price. To the extent the City purchases Term Bonds on the open market, the City may reduce, at its discretion, the amount of any mandatory sinking fund deposit or deposits by an aggregate principal amount equal to the principal amount of the Term Bonds so purchased. Any Bonds so purchased or redeemed shall be canceled.

The City and the Registrar may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payments of principal and interest due on this Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

This Bond is transferable or exchangeable by the Registered Owner hereof in person, or by its attorney duly authorized in writing, upon due completion of the Assignment appearing hereon and upon presentation and surrender of this Bond at the designated corporate trust office of the Registrar. Upon such transfer or exchange, a new Bond or Bonds of any authorized denomination, of the same maturity and interest rate, and for the same aggregate principal

amount of the Bond being surrendered will be issued to the transferee or exchangee, in exchange therefor. The Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

Reference is hereby made to the Ordinance for the covenants and declarations of the City and other terms and conditions under which this Bond and the Bonds of this series have been issued. The covenants contained herein and in the Ordinance, as such may pertain to this Bond, may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Ordinance.

Notwithstanding any other provision of this Bond to the contrary, so long as this Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of or premium, if any, and interest on this Bond shall be made in the manner provided in the Letter of Representations.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon is manually signed by the Registrar.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things essential to the validity of this Bond and the Bonds of this series do exist, have happened, been done and been performed and that every requirement of the Constitution and the laws of the State now in force and the ordinances and resolutions of the City, particularly the Ordinance, affecting the issue hereof has been duly complied with; and that the Net Revenue to be derived from the operation of the System, including any future improvements, additions or extensions thereto, have been pledged and will be set aside into the Revenue Bond Fund to be used for the payment of principal of and interest on this Bond in the order of priority provided in the Ordinance.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, City of Spokane, Washington, has caused this Bond to be executed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of its City Clerk and impressed with its seal on _____, 2026.

CITY OF SPOKANE, WASHINGTON

By_____
Mayor

ATTEST:

_____
City Clerk

[SEAL]

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the City of Spokane Water and Wastewater System Revenue Refunding Bonds, Series 2026, dated _____, 2026, and described in the within-mentioned Ordinance.

WASHINGTON STATE FISCAL AGENT, as Registrar

By_____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

Name and address of Assignee:	Social Security or Federal Employer Identification Number of Assignee:
_____	
_____	_____
_____	

the within Bond and does hereby irrevocably constitute and appoint_____, attorney, to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature of Registered Owner:

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

_____

(Bank, Trust Company, or Firm)

[End of Form of Bond]

EXHIBIT "B"

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON

WATER AND WASTEWATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2026

FORM OF ESCROW AGREEMENT

This **ESCROW AGREEMENT** is made and entered into as of _____, 2026, by and between the City of Spokane, Washington (the "**City**"), a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**"), and [U.S. Bank Trust Company National Association, Seattle, Washington] (the "**Refunding Trustee**"), with respect to the redemption of certain bonds, as provided for in Ordinance No. C36897 adopted by the City Council of the City on July 22, 2026 (the "**Ordinance**"). Unless otherwise defined in this Escrow Agreement, all capitalized terms shall have the meanings set forth in Section 1 of the Ordinance.

W I T N E S S E T H

WHEREAS, the City Council of the City (the "**Council**") authorized this Escrow Agreement to be executed pursuant to Section 9 of the Ordinance; and

WHEREAS, the City reserved the right and option to redeem the outstanding 2014 Bonds maturing on or after December 1, 2026, prior to their stated maturity dates at any time on or after December 1, 2024, in whole or in part (maturities to be selected by the City and within a maturity in such manner as DTC shall determine), at par plus accrued interest to the date fixed for redemption; and

WHEREAS, after due consideration, the Council has determined that it will be advantageous to the City to pay, redeem and retire [all] [or a portion] of the 2014 Bonds maturing on December 1 in the years 20[26] through 20[34], inclusive (the "**Refunded Bonds**"), by the sale, issuance and delivery of refunding bonds and to execute the refunding plan as detailed in the Ordinance; and

WHEREAS, in order to effect such refunding plan in the manner that will be most advantageous to the City, the Council has determined to [acquire certain government obligations from a portion of bond proceeds] and other available money that bear interest and mature at such times as necessary to pay interest, when due, on the Refunded Bonds, up to and including [REDEMPTION DATE], 2026, and redeem the Refunded Bonds on [REDEMPTION DATE], 2026, at a price equal to 100% of the principal to be redeemed plus accrued interest to the date of redemption; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

Section 1. *Acceptance of Refunding Trustee Duties.* *[*U.S. Bank Trust Company National Association, Seattle, Washington], hereby accepts its appointment by the Designated Representative of the City as the Refunding Trustee with respect to the Refunded Bonds.

Section 2. *City Representations.* The City represents to the Refunding Trustee that: (a) the City is a municipal corporation and first-class charter city duly organized and existing under the laws of the State; and (b) the City is authorized to enter into this Escrow Agreement.

Section 3. *Refunding Trustee Representations.* The Refunding Trustee represents to the City that: (a) the Refunding Trustee is a trust company or state or national bank having the powers of a trust company within or without the State; and (b) the Refunding Trustee is authorized to enter into this Escrow Agreement.

Section 4. *The Escrow Account.* The Refunding Trustee hereby agrees to establish, hold, invest and otherwise administer the Escrow Account in the manner provided by the Ordinance. In the furtherance of the foregoing, the Refunding Trustee will, on behalf of the City, use the Net Bond Proceeds and other money, if any, deposited with the Refunding Trustee to purchase Government Obligations in the amounts, of the type, bearing interest and maturing as set forth in the following schedule:

Type of Obligation	Par Amount	Interest Rate	Delivery Date __/__/2026	Maturity Date

Section 5. *Receipt of Certain Money.* Execution of this Escrow Agreement by the Refunding Trustee shall constitute written acknowledgment by the Refunding Trustee of its receipt from the City of $_____, $_____ of which will be invested in Government Obligations, $_____ of which will be held as an initial cash balance and the balance of $_____ will be used to pay costs of issuance of the Bonds at the direction of the Designated Representative.

Section 6. *Sufficiency of Government Obligations.* Based on the escrow verification report of [VERIFICATION AGENT], the City represents that the Government Obligations and the maturing principal thereof and the interest thereon, if paid when due, together with a beginning cash balance of $_____, will be sufficient to make the payments described in Section 7 hereof.

Section 7. *Payments on the Refunded Bonds.* The Refunding Trustee will transfer money from the Escrow Account to the Washington State Fiscal Agent in the amounts, and at the

times, necessary to enable the Washington State Fiscal Agent to make the payments described in the following schedule:

Payment Date	Principal	Interest	Total
*	$	$	$

* Redemption Date.

Section 8. *The Government Obligations.* The Refunding Trustee will purchase the Government Obligations described in Section 4 above, on behalf of the City, from the Bond proceeds and other money, if any, deposited with the Refunding Trustee on the date the Bonds are issued. The Refunding Trustee will use such Government Obligations, and the earnings thereon, for the sole purpose of making the transfers to the Washington State Fiscal Agent described in Section 7 hereof. The Refunding Trustee will not allow any Government Obligations to be liquidated prior to maturity without: (a) the City's written consent; (b) receiving a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such liquidation will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (c) receiving the written opinion of nationally recognized bond counsel that such redemption would not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 9. *Safekeeping of Money and Investments.* All Government Obligations, money and investment income deposited with or received by the Refunding Trustee pursuant to this Escrow Agreement shall be subject to the trust created by this Escrow Agreement, and the Refunding Trustee shall be liable for the safekeeping thereof. All money deposited with the Refunding Trustee or received by the Refunding Trustee as maturing principal or interest on the Government Obligations prior to the times the Refunding Trustee is required to make the payments described in Section 7 of this Escrow Agreement shall be held uninvested, in cash, by the Refunding Trustee.

Section 10. *Substitution of the Government Obligations.* The Refunding Trustee acknowledges the City's right to substitute Government Obligations for investments in the Escrow Account. The Refunding Trustee will cooperate with the City in making any such substitution, so long as prior to each such substitution, the City obtains: (1) a supplemental verification addressed to the City and the Refunding Trustee from a nationally recognized firm of independent certified public accountants or from a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit in the Escrow Account after such substitution will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds and that such substitute Government Obligations are noncallable; and (2) a written opinion addressed to the City from nationally recognized bond counsel that such substitution will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 11. *Transfer of Surplus Money Prior to Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account prior to the payment in full of the Refunded Bonds if the City furnishes to the Refunding Trustee: (a) a supplemental verification addressed to the City and the Refunding Trustee of an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after such transfer will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds; and (b) an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such transfer will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes.

Section 12. *Transfer of Surplus Money After Full Redemption.* The Refunding Trustee will transfer to the City any money remaining on deposit in the Escrow Account after the payment, redemption and retirement in full of all of the Refunded Bonds.

Section 13. *Notices of [Defeasance and Redemption].* [The Refunding Trustee will cause notice of the defeasance of the Refunded Bonds to be given, substantially in the form set forth in Attachment I hereto, not later than [10] days after the Bonds are delivered to the Underwriter by the City. The notice of defeasance shall be given to the Municipal Securities Rulemaking Board.] [The Refunding Trustee will direct the Washington State Fiscal Agent to give notice, or cause notice to be given, at the expense of the City, of the redemption of the Refunded Bonds in the form and manner required by the 2014 Bond Ordinance. Such notice of redemption shall be substantially in the form set forth in Attachment II hereto, and shall be given not less than 20 nor more than 60 days prior to the redemption date.]

Section 14. *Limitation of Refunding Trustee's Duties.* The duties and obligations of the Refunding Trustee shall be prescribed by the provisions of this Escrow Agreement and the Ordinance, and the Refunding Trustee shall not be liable except for the performance of its duties and obligations as specifically set forth herein or therein and the duty to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by such Refunding Trustee other than those specified herein and therein. Nothing contained herein shall require the Refunding Trustee to advance its own money or otherwise to incur any financial liability to carry out its obligations hereunder. The Refunding Trustee shall not be responsible or liable for: (a) the sufficiency, correctness, genuineness or validity of the Government Obligations; (b) the performance or compliance by any party other than the Refunding Trustee with the terms or conditions of any such instruments; or (c) any loss which may occur by reason of forgeries, false representations or the exercise of the Refunding Trustee's discretion in any particular manner, unless such exercise is negligent or constitutes willful misconduct.

Section 15. *Interpleader.* If any controversy arises between the City and any third person, the Refunding Trustee shall not be required to determine the same or to take any action in the premises, but it may institute, in its discretion, an interpleader or other proceedings in connection therewith as it may deem proper, and in following either course, it shall not be liable.

Section 16. *Reporting Requirements.* For as long as any of the Refunded Bonds are outstanding, the Refunding Trustee shall render a statement as of the last day of the month on a semi-annual basis commencing [December 1, 2026], to the Chief Financial Officer setting forth:

(a) the Government Obligations which have matured and the amounts received by the Refunding Trustee by reason of such maturity; (b) the amounts paid to the Washington State Fiscal Agent pursuant to Section 7 of this Escrow Agreement and the dates of such payments, for payments on the Refunded Bonds; and (c) any other transactions of the Refunding Trustee pertaining to its duties and obligations as set forth herein.

Section 17. *Compensation of the Refunding Trustee.* The Refunding Trustee hereby acknowledges payment for services rendered and to be rendered by it pursuant to the provisions of this Escrow Agreement of all fees, compensation and expenses of the Refunding Trustee. The Refunding Trustee hereby agrees that such compensation has been made to the satisfaction of the Refunding Trustee. Such amount does not take into consideration any extraordinary fees and expenses of the Refunding Trustee. The Refunding Trustee represents that it has incurred no extraordinary fees and expenses pertaining to this Escrow Agreement. The Refunding Trustee shall comply with the requirements of the following paragraph before incurring any extraordinary fees and costs to be billed to the City. The Refunding Trustee acknowledges that it is not entitled to a lien on any Government Obligations or other obligations or money of the City held by it pursuant to this Escrow Agreement or any other agreement.

The Refunding Trustee shall provide the City with a good faith estimate of its fees and costs if and when it is requested by the City to: (a) render any service that is not provided for in this Escrow Agreement; (b) amend this Escrow Agreement; or (c) substitute securities under this Escrow Agreement. The City will pay the Refunding Trustee reasonable compensation for such unanticipated services, provided the City is first provided with such estimate and approves thereof in writing.

Section 18. *Amendments to this Escrow Agreement.* The Refunding Trustee and the City recognize that the owners of the Refunded Bonds have a beneficial interest in the money and the Government Obligations to be held in trust by the Refunding Trustee pursuant to this Escrow Agreement. Therefore, this Escrow Agreement shall be subject to amendment only in writing executed by the City and the Refunding Trustee for the purposes of: (a) clarifying an ambiguity in the duties and obligations set forth hereunder; or (b) altering the reporting or other ministerial obligations of the Refunding Trustee to the City. The parties will not amend this Escrow Agreement in such a manner as to permit the Refunding Trustee to invest in or deposit in the Escrow Account any obligations other than noncallable, nonprepayable obligations of, or obligations unconditionally guaranteed by, the United States of America. Each amendment to this Escrow Agreement shall be accompanied by an opinion addressed to the City and to the Refunding Trustee from nationally recognized bond counsel that such amendment will not cause the interest on the Refunded Bonds or the Bonds to become includable in gross income for federal income tax purposes. In addition, if such amendment results in any change of the maturities, interest earnings or redemption features of the Government Obligations, then such amendment shall also be accompanied by a supplemental verification addressed to the City and to the Refunding Trustee from an independent firm of certified public accountants or a nationally recognized financial advisor, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after the amendment will be sufficient to effect the defeasance and/or refunding of the Refunded Bonds.

Section 19. *Notification of Deficiency.* The Refunding Trustee will give the City prompt notice if the Refunding Trustee shall determine there are or will be insufficient money or Government Obligations to make the payments specified in Section 7 of this Escrow Agreement, and the City shall promptly deposit with the Refunding Trustee additional sums of money required to correct such deficiencies. This Section 19 is not intended to create an obligation on the part of the Refunding Trustee to calculate or in any way verify the sufficiency or projected future sufficiency of the maturing principal of and interest on the Government Obligations and other money held by the Refunding Trustee pursuant to this Escrow Agreement to pay the debt service on the Refunding Bonds.

Section 20. *Successor Refunding Trustee.* The Refunding Trustee shall, upon receiving a written request from the City, or may, upon providing 30 days prior written notice to the City, be removed as Refunding Trustee hereunder; provided, the Refunding Trustee will not relinquish its duties hereunder until a qualified successor accepts its appointment. The City shall promptly appoint a successor Refunding Trustee upon the removal of the Refunding Trustee; *provided*, the Refunding Trustee may petition a court of competent jurisdiction for the appointment of a successor Refunding Trustee if the successor Refunding Trustee appointed by the City does not accept its appointment within 45 days after the giving of notice described in the preceding sentence. Any successor Refunding Trustee shall meet the requirements of RCW 39.53.070, as now in effect or hereafter amended, and shall assume all the obligations of the Refunding Trustee under this Escrow Agreement. All the Government Obligations and money then held by the Refunding Trustee pursuant to this Escrow Agreement shall thereafter be transferred to such successor.

Any corporation or association into which the Refunding Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, consolidation or reorganization to which the Refunding Trustee may be a party, or any corporation or association to which the Refunding Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Refunding Trustee without the execution or filing of any paper or any further act on the part of the City or the Refunding Trustee.

Section 21. *Receipt of Statements.* The Refunding Trustee hereby acknowledges receipt from the City of statements setting forth the interest payment schedules and maturity schedules of the Refunded Bonds by number, amount, date of maturity and interest rates, the amount of interest to be paid on each semiannual interest payment date of such bonds, if any, and the amount of the principal to be paid on the date that the Refunded Bonds are to be redeemed.

Section 22. *Holidays.* If the date for making any payment or the last date for performance of any act or the exercising of any right or duty, as provided in this Escrow Agreement, shall be a legal holiday, a day on which banking institutions in Seattle, Washington, and New York, New York, are authorized by law to remain closed, or a day on which the New York Stock Exchange is closed, such payment may be made, such act performed, or such right exercised on the next succeeding day, with the same force and effect as if done on the nominal date provided in this Escrow Agreement.

Section 23. *Term.* The term of this Escrow Agreement shall commence on the date the Bonds are delivered to the Underwriter and shall expire on the later of: (a) the date the final

payment is made pursuant to Section 7 hereof; (b) the date any surplus money remaining in the Escrow Account is transferred to the City pursuant to Section 12 hereof; and (c) the date the final statement required by Section 16 hereof is received by the City. Notwithstanding the expiration of this Escrow Agreement, the Refunding Trustee shall not be relieved of any liability for a breach of this Escrow Agreement occurring during the term hereof.

Section 24. *Writings Required.* Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

Section 25. *Governing Law.* This Escrow Agreement shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

Section 26. *Severability.* In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, and this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. If any portion of this Escrow Agreement is amended, severed or revoked, the City agrees to notify any rating agency with a current rating on the Bonds prior to such action.

Section 27. *Counterparts.* This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Escrow Agreement.

CITY OF SPOKANE
Spokane County, Washington

(S E A L)

_____
Matthew Boston, Designated Representative

ATTEST:

_____
Giacobbe Byrd, City Clerk

[U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

_____
[Aaron Fong, Vice President]

ATTACHMENT "I"

NOTICE OF DEFEASANCE

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON
WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2014 (GREEN BONDS)

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 13 of Ordinance No. C35170, passed on October 27, 2014 by the City Council of the City of Spokane, Washington (the "**City**"), the City has defeased [all] [a portion of] its outstanding Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds) (the "**Refunded Bonds**"), as set forth below, by depositing certain Government Obligations, together with other legally available money of the City, in an escrow account held by [U.S. Bank Trust Company National Association of Seattle, Washington], as Refunding Trustee.

[Refunded Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2026	$9,645,000	3.00%	849103 AM8
2027	9,935,000	3.15	849103 AN6
2028	10,250,000	4.50	849103 AP1
2029	10,710,000	4.50	849103 AQ9
2030	11,190,000	4.00	849103 AR7
2031	11,640,000	4.00	849103 AS5
2032	12,105,000	4.00	849103 AT3
2033	12,590,000	3.75	849103 AU0
2034	13,060,000	3.75	849103 AV8]

The Refunded Bonds will become due and will be redeemed and paid on [REDEMPTION DATE], 2026, at the redemption price of par, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

[U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Seattle, Washington], as Refunding Trustee

By: _____
Trust Officer

Dated: _____, 2026.

ATTACHMENT "II"

NOTICE OF REDEMPTION

CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON
WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2014 (GREEN BONDS)

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 5 of Ordinance No. C35170, passed on October 27, 2014 by the City Council of the City of Spokane, Washington (the "**City**"), the City has called for redemption on [REDEMPTION DATE], 2026, the outstanding $[110,125,000] principal amount of its Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds), dated December 2, 2014, that mature on December 1 in the years 20[26] through 20[34], inclusive, (the "**Bonds**"), as set forth below:

[Refunded Bonds

Years (December 1)	Amounts	Interest Rates	CUSIP Nos.
2026	$9,645,000	3.00%	849103 AM8
2027	9,935,000	3.15	849103 AN6
2028	10,250,000	4.50	849103 AP1
2029	10,710,000	4.50	849103 AQ9
2030	11,190,000	4.00	849103 AR7
2031	11,640,000	4.00	849103 AS5
2032	12,105,000	4.00	849103 AT3
2033	12,590,000	3.75	849103 AU0
2034	13,060,000	3.75	849103 AV8]

The Refunded Bonds will become due and will be redeemed and paid on [REDEMPTION DATE], 2026, at the redemption price of 100% of the principal to be redeemed, together with interest accrued to such date. Interest on the Refunded Bonds shall cease to accrue on and after [REDEMPTION DATE], 2026, whether or not such Refunded Bonds are presented for redemption.

On [REDEMPTION DATE], 2026, the Refunded Bonds designated will become due and payable at the specified redemption price at the following address:

In Person or By Mail: [Washington State Fiscal Agent]
[address]
[ZIP Code]

U.S. Bank Trust Company National Association, as Refunding Trustee, shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in this Redemption Notice. It is included solely for convenience of the Registered Owners.

[insert relevant federal and state law tax consequences of redemption payments]

No representation is made as to the correctness of the number either as printed on the Refunded Bonds or as contained in any notice of redemption and reliance may be placed only on the identification numbers printed on the Refunded Bonds.

Dated: _____, 2026.

WASHINGTON STATE FISCAL AGENT

By: _____
Title: _____

EXHIBIT "C"

CITY OF SPOKANE, WASHINGTON

WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2026
PRINCIPAL AMOUNT OF $[_____]

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "**Undertaking**") is executed and delivered by the City of Spokane, Washington (the "**City**") in connection with the issuance of $_____ Water and Wastewater System Revenue Bonds, Series 2026 (the "**Bonds**") of the City. The Bonds are being issued pursuant to Ordinance No. C36897, adopted by the City Council of the City (the "**Council**") on July 22, 2026 (the "**Ordinance**"). Capitalized terms not otherwise defined herein shall have the meanings given in the Ordinance.

A. *Limitation of Rights.* The City intends that this Undertaking constitutes the City's undertaking to provide the information and notices described by Rule 15c2-12 (as defined below) with respect solely to the Bonds (the "**Undertaking**"). Notwithstanding any other provision of the Ordinance to the contrary, neither the Registered Owner or holder of bonds of any series other than the above-referenced bonds (the "**Bonds**"), nor any trustee acting on their behalf, shall be entitled to any right or to exercise any remedy provided to the Holders under this Undertaking based upon the City's failure to observe, or refusal to comply with, the covenants contained in this Undertaking.

B. *Definitions for Purposes of this Undertaking.*

Solely for the purposes of this Undertaking, the following terms shall have the following meanings unless the context otherwise requires:

"*Annual Financial Information*" shall mean: (i) annual financial statements for the System prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to Washington state local governmental units, as such principles may be changed from time to time, which statements shall not be audited, except, however, that if and when audited financial statements are otherwise prepared and available to the City they will be provided; (ii) information generally of the type included in the Official Statement for the Bonds under the heading ["FINANCIAL INFORMATION – Historical Operating Results"] and showing debt service coverage; (iii) the outstanding principal amount of Parity Bonds; (iv) number of water and wastewater customers of the System. Items (ii) – (iv) shall be required only to the extent that such information is not included in the annual financial statements provided pursuant to (i).

"*Audited Financial Statements*" means, with respect to the City, financial statements for the System prepared and audited pursuant to the laws of the State (presently RCW 43.09.200 through 43.09.285), as such laws may be amended from time to time, and with respect to Obligated Persons, financial statements prepared and audited in such manner as is

described in the Annual Financial Information regarding the Obligated Person, if such Obligated Person exists in the future. Presently, there are no Obligated Persons (other the City) with respect to the Bonds.

"*Debt Obligation*" includes: (1) any short-term or long-term debt obligation of the City or Obligated Person under the terms of an indenture, loan agreement, lease or similar contract; (2) a direct purchase of municipal securities by an investor; (3) a direct loan by a bank; and (4) generally, lease arrangements entered into by the City and Obligated Persons that operate as vehicles to borrow money.

"EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"*Financial Obligation*" means a (i) Debt Obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"Holder" means any Registered Owner of a Bond and any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: voting power which includes the power to vote, or to direct the voting of, any such bond; and/or investment power which includes the power to dispose, or direct the disposition of, any such bond.

"MSRB" means the Municipal Securities Rulemaking Board or any successor in functions thereto.

"Obligated Person" shall have the meaning specified in Rule 15c2-12.

"Official Statement" means the City's official statement relating to the Bonds, together with any amendments thereto.

"Required Filings" means any filing made pursuant to Sections this Undertaking.

"Rule 15c2-12" means Rule 15c2-12 of the SEC, as amended.

"SEC" means the Securities and Exchange Commission or any successor in functions thereto.

C. *Annual Financial Information.* The City will provide to EMMA not later than the last day of the ninth month of each fiscal year of the City, commencing on or before September 30, 2027, Annual Financial Information for the City. Presently, the City's fiscal year commences on January 1. All or any portion of the Annual Financial Information may be incorporated in the Annual Financial Information by cross reference to any other documents which have been filed with: (i) EMMA; (ii) the SEC; or (iii) if the document is a final official statement, with the MSRB.

Annual Financial Information for any fiscal year containing any modified operating data or financial information for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, the initial Annual Financial Information after such modification shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. The City will provide notice of the modification of operating data or financial information or change in accounting principles to EMMA.

D. *Audited Financial Statements.* To the extent the City's Audited Financial Statements are not submitted as part of the Annual Financial Information under Paragraph C, the City will provide to EMMA the Audited Financial Statements of the City (commencing with the audited financial statements for the fiscal year ending December 31, 2025), when and if such Audited Financial Statements are available. Although the City may submit a comprehensive annual financial report (a "**CAFR**") together with such Audited Financial Statements, there is no requirement to do so hereunder, and the dissemination of a CAFR in any year shall not be construed as a requirement to disseminate a CAFR in any subsequent year.

E. *Listed Event Notices*

The City will provide to EMMA, within 10 business days of the occurrence, notice of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City;[1]

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

F. *Notice of Late Filing*

The City will provide to EMMA in a timely manner, not in excess of 10 business days after the occurrence of the event, notice of a failure of the City to provide the required Annual Financial Information on or before the date specified in this Section.

G. *Term of this Undertaking*

The term of this Undertaking shall commence on the date of closing and initial delivery of the Bonds to the Registered Owners, and shall terminate when the Bonds shall have been paid in full or defeased in accordance with the Ordinance. The City shall provide notice of such defeasance to EMMA; provided, such notice shall not be a condition to such defeasance.

H. *Amendments*

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[1] This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Notwithstanding any provision of the Ordinance to the contrary, the City may amend this Undertaking in conformity with Rule 15c2-12, as interpreted from time to time by the courts of competent jurisdiction, the SEC, or the SEC staff. Upon the adoption of any amendment to the Rule, this Undertaking shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City and all Holders under this Undertaking shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such amendment shall be deemed to be part of the terms and conditions of this Undertaking for any and all purposes. If the consent of Holders is necessary for such amendment, only the Holders of the Bonds shall be considered for purposes of determining whether such consent has been rendered.

I. *Additional Information*

Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Required Filing, in addition to that which is required by this Undertaking. If the City chooses to include any information in any Required Filing in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Required Filing.

J. *Defaults of this Undertaking*

If the City shall fail to comply with any provision of this Undertaking, then any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, such provision against the City and any of the officers, agents and employees of the City, and may compel the City or any such officers, agents or employees to perform and carry out their duties under this Undertaking; provided, that the sole and exclusive remedy for breach of this Undertaking shall be an action to compel specific performance of the obligations of the City hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances.

K. *Rescission Rights*

The City hereby reserves the right to rescind this Undertaking without the consent of the Holders in the event Rule 15c2-12 is repealed by the SEC or is ruled to be invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of Rule 15c2-12, the City hereby reserves the right to rescind those provisions of this Undertaking that were required by those parts of Rule 15c2-12 that are so repealed or invalidated.

L. *Dissemination Agent.*

The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

M. *EMMA*

Any filing under this Undertaking may be made solely by transmitting such filing to EMMA as provided at http://emma.msrb.org.

CITY OF SPOKANE
Spokane County, Washington

_____
Matthew Boston, Designated Representative

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 06/15/2026 **Committee Agenda type:** Discussion **Council Meeting Date:** 07/22/2026		**Date Rec'd**	6/11/2026
		Clerk's File #	ORD C36896
		Cross Ref #	
		Project #	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	VIRGINIA 625-6714	**Requisition #**	
Contact E-Mail	VRAMOS@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE MAKING TECHNICAL CHANGES TO EVICTION PREVENTION		

Agenda Wording

An Ordinance of the City of Spokane making technical corrections to the notice requirements for residential evictions, and amending sections 10.57.220 and 10.57.230 of the Spokane Municipal Code

Summary (Background)

On February 2, 2026, the City Council adopted Ordinance C36808 relating to evictions, establishing new requirements to help prevent evictions of tenants from residential tenancies, and enacting new sections 10.57.200 through 10.57.250 of the Spokane Municipal Code. Certain sections of Ordinance C36808, namely sections 10.57.210, 10.57.220 and 10.57.230, contain ambiguities that could make it hard for tenants and landlords alike to understand their obligations under the new provisions. Also, certain providers of subsidized housing regularly include eviction prevention services as part of their services to tenants, and it makes more sense to allow such landlords an opportunity to participate in eviction prevention resolution before issuing formal paperwork to commence evictions. This ordinance is intended to clarify those sections to ensure that the notice requirements are clear.

What impacts would the proposal have on historically excluded communities?

Technical changes to SMC only, and not expected to have an impact on historically marginalized communities.

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

Technical changes to SMC only. No data collection expected.

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

Technical changes to SMC only. No data collection expected.

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

Technical changes to SMC only. Intended to clarify Chapter 10.57 of Spokane Municipal Code.

Council Subcommittee Review

None.

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
dkinder@spokanecity.org	arielleanderson@spokanecity.org
vramos@spokanecity.org	

ORDINANCE C36896

An Ordinance of the City of Spokane making technical corrections to the notice requirements for residential evictions, and amending sections 10.57.220 and 10.57.230 of the Spokane Municipal Code.

WHEREAS, on February 2, 2026, the City Council adopted Ordinance C36808 relating to evictions, establishing new requirements to help prevent evictions of tenants from residential tenancies, and enacting new sections 10.57.200 through 10.57.250 of the Spokane Municipal Code; and

WHEREAS, certain sections of Ordinance C36808, namely sections 10.57.210, 10.57.220 and 10.57.230, contain ambiguities that could make it hard for tenants and landlords alike to understand their obligations under the new provisions; and

WHEREAS, certain providers of subsidized housing regularly include eviction prevention services as part of their services to tenants, and it makes more sense to allow such landlords an opportunity to participate in eviction prevention resolution before issuing formal paperwork to commence evictions; and

WHEREAS, it is the objective of the City of Spokane to clarify those sections to ensure that the notice requirements are clear;

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

Section 1. That section 10.57.220 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.220 Notice of Eviction Prevention Resources to Tenant

Landlords shall provide written notice of contact information for all city managed eviction prevention programs ((~~, rental assistance application procedure,~~)) and state-funded pre-eviction legal aid programs:

A. At the time of lease/rental agreement signing or commencement of a tenancy, <u>whichever is earlier</u>;

B. At the time of renewal of any tenancy; and

C. At the time of <u>or prior to</u> service of a notice to pay or vacate pursuant to RCW 59.18.057. Any notice provided for in this subsection shall comply with statutory prerequisites pursuant to RCW 59.18 and 59.20 as required to commence an unlawful detainer action, and be served in the manner set forth in RCW 59.12.040; and

D. At the time of providing a notice to increase rent pursuant to SMC 10.57.160; and

E. Prior to seeking a mutual termination agreement to avoid the unlawful detainer process.

Section 2. That section 10.57.230 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.230 Participation in Eviction Prevention Program

Either landlord or tenant may initiate eviction prevention assistance, as follows:

A. A landlord may initiate eviction prevention program by notifying the tenant in writing prior to or at the time of notice to pay or vacate, as provided in Section 10.57.220. Such notice shall include the name, contact information, and the applicable case number (if known) of the prevention program provider chosen by the landlord.

B. A tenant who receives notice of landlord's election to participate in eviction prevention must notify the landlord in writing within five (5) days if the tenant desires to participate in the eviction prevention program. If a tenant does not receive notice from the landlord as provided in subsection A above, a tenant may initiate eviction prevention by notifying the landlord in writing of the tenant's desire to participate in eviction prevention within ten (10) calendar days of receipt of the notice ((~~to pay or vacate as~~)) provided in Section 10.57.220 (C). The tenant's notice shall include the name, contact information, and the applicable case number (if known) of the prevention program provider chosen by the tenant.

C. Unless exempted under section 10.57.240, the landlord shall not commence an unlawful detainer action, or seek to otherwise remove a residential tenant unless the following have occurred:

    1. The landlord has enrolled with the pre-filing eviction prevention program and provided notice of prevention resources to the tenant consistent with section SMC 10.57.220; and

    2. The landlord:

        i. Initiated eviction prevention and the tenant failed to notify the landlord under subsection B, or

        ii. After receipt of tenant's notice under subsection B above, participated in the eviction prevention program in good faith prior to that date which is thirty (30) calendar days from the date of notice in Section 10.57.220 (C).

D. The landlord must provide the tenant with a notice of eviction prevention resources under 10.57.220 regardless of the landlord or tenants' participation in the eviction prevention program.

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

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

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/22/2026

Date Rec'd	6/4/2026
Clerk's File #	ORD C36895
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	ELIZABETH 6232
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	KKLITZKE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	AMENDING ORDINANCE C36776 SPOKANE MUNICIPAL CODE RELATING TO

Agenda Wording

An Amendment to Ordinance relating to sewer to correct sections of 13.03 of the Spokane Municipal Code

Summary (Background)

The City of Spokane passed ordinance C36654 March 31, 2025, which repealed several sections of the Spokane Municipal Code in Section 13.03 relating to Sewer. In December of 2025 an Ordinance Revision was passed which included the repealed sections in error.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

All revenues for operation of a public wastewater collection and treatment system.

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

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

ORDINANCE NO. C36895

Amending ordinance C36776 entitled in part of "An Ordinance relating to municipal sewer services" chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, ordinance C36654 was passed March 31, 2025, which repealed sections 13.03.0702, 13.03.0704, 13.03.0706, 13.0708, 13.03.0710, and 13.03.0712; and

WHEREAS, ordinance C36776 was passed December 8, 2025. This ordinance inadvertently included previously repealed SMC 13.03.0702, 13.03.0704, 13.03.0706, 13.0708, 13.03.0710, and 13.03.0712; and

WHEREAS, this ordinance is to correct the inadvertent inclusion of repealed ordinances and for clarification purposes.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1: That SMC section 13.03.0702 entitled "Special Connection Agreements – Execution" is repealed.

((~~**13.03.0702 Special Connection Agreements – Execution**~~

~~Whenever the connection to a City public sewer requires a written agreement, the director of engineering services is authorized to execute it on behalf of the City.~~))

Section 2: That SMC section 13.03.0704 entitled "Special Connection Charge Authorized – Basis" is repealed.

((~~**13.03.0704 Special Connection Charge Authorized – Basis**~~

~~A. In addition to sewer connection permit fees required by this code, there is imposed, and the owners of properties which have not been assessed or charged or borne an equitable share of the cost of the City's sewerage system must pay prior to connection to a City sewer, a special connection charge in an amount to be computed under SMC 13.03.0712.~~

~~B. Property owners subject to the special connection charge must execute and record all appropriate documents required by this chapter necessary to secure full payment and costs of collection, including reasonable attorney's fees.~~

~~C. Projects subject to the special connection charge are specifically identified by the City and are subject to the express review and approval of the city council.~~))

Section 3: That SMC section 13.03.0706 entitled "Notice" is repealed.

((~~**13.03.0706 Notice**~~

~~A. The City records appropriate notice with the county auditor concerning real property (which has been specifically identified by the director of engineering services and approved by the city council as property for which sewer facilities either have been constructed or which it contemplates will be constructed) for which a special connection charge will be levied upon connection of such property to the City sewer system, pursuant to the requirements of RCW 65.08.170 and RCW 65.08.180.~~

~~B. Such notice shall be effective until there is recorded with the county auditor a certificate of payment and release executed by the City, which certificate must be recorded within thirty days of full payment of such special connection charge.~~))

Section 4: That SMC section 13.03.0708 entitled “Payment” is repealed.

((~~**13.03.0708 Payment**~~

~~A. Cash or Contract.~~

~~1. The special connection charge is paid in cash or under installment contract within the discretion of the City.~~

~~a. Interest charged under an installment contract is at the same rate as the effective annual interest of the most recent City of Spokane local improvement district bond issue, computed annually on unpaid balances.~~

~~2. Such contract must provide:~~

~~a. for a down payment of twenty percent of the total connection charge, payable upon execution of the contract;~~

~~b. for payment of the balance in ten installments, payable annually;~~

~~c. that any unpaid balance may be paid in full in any year at the time the annual payment of such year is due and payable.~~

~~Such contract contains the legal description of the property served by the sewer, is executed and acknowledged by the property owner and is recorded by the City with the county auditor, at the expense of the property owner.~~

3. The special connection charge is paid in full or the installment contract is executed, as a condition precedent to the issuance of a permit for connection to the City sewer system.

B. Unpaid Charges.

1. Delinquent payments of special collection charges under such installment contract or otherwise unpaid special collection charges are a lien upon the described property as provided in RCW 35.67.220, enforceable in accordance with RCW 35.67.220 through RCW 35.67.280.

2. Upon full payment of the charges due, the finance, treasury and administration division director on behalf of the City executes and delivers to the property owner a release of such lien.))

Section 5: That SMC section 13.03.0710 entitled "Project Accrued Interest" is repealed.

((**13.03.0710 Project Accrued Interest**

A. In addition to interest charges allowable under payment by installment contract, the amount of the special connection charge includes the project accrued interest on the construction costs, computed from the date of construction of the sewer system until the date of connection, except that the computation period shall not exceed ten years.

B. The project accrued interest is set by the City treasurer at a rate commensurate with the interest rate of the local improvement district bond issue most recent to the date of city council approval of the project for special connection charges, or as otherwise determined pursuant to RCW 35.92.025, except the:

1. interest may not exceed ten percent, and

2. aggregate amount of interest charge to a property may not exceed the share of the cost of the system allocated to that property.))

Section 6: That SMC section 13.03.0712 entitled "Special Connection Charge – Computation" is repealed.

((**13.03.0712 Special Connection Charge – Computation**

A. Determination by Director of Engineering Services.

The special connection charge imposed pursuant to this chapter is paid into the sewer fund and is computed based on the areas to be served by the sewer, which determination is made by the director of engineering services. Notwithstanding the methods of computing the special connection charge provided below, the City may

use any other method or combination of methods to compute special connection charges which may be deemed to most fairly reflect the sewer service to the properties subject to the special connection charge. The amount may be computed as follows:

1. Method I: Lineal Front Footage – Square Footage.

    a. Lateral Sewers.
    The lineal feet of frontage of property to be served by the sewer, as determined by the director of engineering services, is multiplied by the average cost per front foot of lateral sewers constructed in the City for the year in which the sewer to which the property is to be connected was constructed and accepted.

        i. Exhibit "A" to Ordinance C26649 shall set forth those costs per front foot of lateral sewers previously completed and accepted by the City.

    b. Trunk Sewers.
    The number of square feet of property to be served, as determined by the director of engineering services, is multiplied by the cost per square foot of service area (in the year of actual construction) of the trunk sewer to which a connection is being made.

        i. Exhibit "A" to Ordinance C26649 shall set forth those costs per area served of trunk sewers previously completed and accepted by the City.

2. Method II: Actual Cost.
    For those specifically identified projects (as determined by the director of engineering services) where the computation of special connection charges for trunk sewer can be determined based on actual cost and where the City can identify at the outset of the project the service area and those properties for which the sewer facilities have been constructed, the special connection charge may be computed as follows:

    a. Trunk Sewers.
    The trunk service area is divided generally into those zones which are immediately serviceable by the trunk (with the addition of lateral lines) and those zones which are not serviceable by the existing trunk without an extension or subtrunk (plus the necessary laterals). Each separate lot, tract, parcel or other property within the trunk sewer service area is divided into those zones, as determined by the director of engineering services.

i. Based upon the specific project cost, the director of engineering services computes an estimated cost of completing the trunk system necessary to serve the entire service area.

ii. A cost per acre is then computed for the entire service area and this cost is the basis for special connection charges within the zone receiving immediate trunk sewer service from the completed project.

iii. The special connection charges outside the immediately serviceable zone are based upon the average cost per acre after the charges for the immediately serviceable zone are deducted from the specific project costs.

b. Lateral Service in Conjunction with Trunk Service.
Where lateral service is provided together with trunk sewer service (i.e., a side sewer connecting directly into the trunk line), a lateral service fee may be charged as a part of the special connection fee.

i. This lateral fee is determined by multiplying the average cost, per square foot of area served, of lateral sewers constructed and accepted in the City in the year in which the sewer being connected to was constructed and accepted, by the area being served by the new connection.

c. The projects described above are subject to the approval of the city council for this charge and are specified in Exhibit "B" to Ordinance C26649.

B. Annual Average.
The director of engineering services is authorized to annually compute and establish the average cost per area for lateral and trunk sewers completed by local improvement district and accepted by the City during the previous calendar year, which average assessment is used in computing the special connection charge imposed under this section.

1. The director of engineering services is also authorized to compute and establish the special connection charges based on actual construction costs for lateral and trunk sewers, constituting special projects for which properties subject to the special connection charge can be identified at the outset of the project.

~~2. Such actual costs and the manner in which the special connection charges will be computed are determined by the director of engineering services upon completion and acceptance of the project by the City.~~

~~3. Such special projects shall be designated by project name and shall conform to the notice requirements of SMC 13.03.0706.~~

~~4. A copy of the rates for computation of special connection charges is delivered and filed with the city clerk. Annual rate computations based on average costs are filed with the city clerk each year.~~))

Section 7: The changes in this ordinance shall take effect _____ day of _____, 2026.

Passed by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/12/2026
		Clerk's File #	CPR 2026-0020
		Cross Ref #	ORD C36884
Council Meeting Date: 07/15/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF LACEY BACON-ABRAHAMSON TO THE SPOKANE URBAN		

Agenda Wording

Appointment of Lacey Bacon-Abrahamson to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2028.

Summary (Background)

Appointment of Lacey Bacon-Abrahamson to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2028.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/12/2026
		Clerk's File #	CPR 2026-0020
		Cross Ref #	ORD C36884
Council Meeting Date: 07/15/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF TAMIKA LAMERE TO THE SPOKANE URBAN NATIVE		

Agenda Wording

Appointment of Tamika LaMere to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

Summary (Background)

Appointment of Tamika LaMere to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 07/15/2026

Date Rec'd	6/12/2026
Clerk's File #	CPR 2026-0020
Cross Ref #	ORD C36884
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Council Sponsor(s)	
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO / **Public Works?** NO
Agenda Item Name	APPOINTMENT OF TONI LODGE TO THE SPOKANE URBAN NATIVE ADVISORY

Agenda Wording

Appointment of Toni Lodge to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

Summary (Background)

Appointment of Toni Lodge to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/12/2026
		Clerk's File #	CPR 2026-0020
		Cross Ref #	ORD C36884
Council Meeting Date: 07/15/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF MAUREEN ROSETTE TO THE SPOKANE URBAN NATIVE		

Agenda Wording

Appointment of Maureen Rosette to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

Summary (Background)

Appointment of Maureen Rosette to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/12/2026
		Clerk's File #	CPR 2026-0020
		Cross Ref #	ORD C36884
Council Meeting Date: 07/15/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF STEPHANIE SIJOHN TO THE SPOKANE URBAN NATIVE		

Agenda Wording

Appointment of Stephanie SiJohn to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

Summary (Background)

Appointment of Stephanie SiJohn to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 07/15/2026

Date Rec'd	6/12/2026
Clerk's File #	CPR 2026-0020
Cross Ref #	ORD C36884
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Council Sponsor(s)	
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	APPOINTMENT OF JENNY SLAGLE TO THE SPOKANE URBAN NATIVE ADVISORY

Agenda Wording

Appointment of Jenny Slagle to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

Summary (Background)

Appointment of Jenny Slagle to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/12/2026
		Clerk's File #	CPR 2026-0020
		Cross Ref #	ORD C36884
Council Meeting Date: 07/15/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF DANIELLE STENSGAR TO THE SPOKANE URBAN NATIVE		

Agenda Wording

Appointment of Danielle Stensgar to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2028.

Summary (Background)

Appointment of Danielle Stensgar to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2028.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 07/15/2026

Date Rec'd	6/12/2026
Clerk's File #	CPR 2026-0020
Cross Ref #	ORD C36884
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Council Sponsor(s)	
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO / **Public Works?** NO
Agenda Item Name	APPOINTMENT OF ANGEL TOMEO SAM TO THE SPOKANE URBAN NATIVE

Agenda Wording

Appointment of Angel Tomeo Sam to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

Summary (Background)

Appointment of Angel Tomeo Sam to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 07/15/2026

Date Rec'd	6/12/2026
Clerk's File #	CPR 2026-0020
Cross Ref #	ORD C36884
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Council Sponsor(s)	
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO / **Public Works?** NO
Agenda Item Name	APPOINTMENT OF MARINA TURNINGROBE TO THE SPOKANE URBAN NATIVE

Agenda Wording

Appointment of Marina TurningRobe to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2028.

Summary (Background)

Appointment of Marina TurningRobe to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2028.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/12/2026
		Clerk's File #	CPR 2026-0020
		Cross Ref #	ORD C36884
Council Meeting Date: 07/15/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF LARAE WILEY TO THE SPOKANE URBAN NATIVE ADVISORY		

Agenda Wording

Appointment of LaRae Wiley to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2028.

Summary (Background)

Appointment of LaRae Wiley to the Spokane Urban Native Advisory Council for a term of August 1, 2026 - July 30, 2028.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/2/2026		
Clerk's File #	OPR 2026-0559		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	RFP 6488-26
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (THE LANGDON		

Agenda Wording

On-call contract for public engagement services with The Langdon Group for $100,000.

Summary (Background)

ICM is establishing an on-call public engagement contract for future public engagement needs.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 100,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Will be funded with project budgets as needed.

Amount		Budget Account
Expense	$ 100,000	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Local funds but will vary by project.

Expense Occurrence	One-Time

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

Expenses will be part of overall project-specific costs.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	**PURCHASING**	WAHL, CONNIE
Division Director	AVERYT, CHRIS		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	YATES, MAGGIE		

Distribution List

Contract Signer – Cory Baune cbaune@jub.com	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	kpicanco@spokanecity.org
eraea@spokanecity.org	

City Clerk's OPR 2026-0559

City of Spokane

CONSULTANT AGREEMENT

Title: ON-CALL PUBLIC ENGAGEMENT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **THE LANGDON GROUP**, whose address is 999 West Riverside Avenue, Suite 700, Spokane, Washington 99201, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Public Engagement Services for the Integrated Capitol Management Department; and

WHEREAS, the Consultant was selected through RFP 6488-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and ends on December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) one (1) year renewals.

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

3. SCOPE OF WORK.
The Scope of Work for this Agreement is attached as Exhibit A; Consultant's Response to RFP 6488-26 and their Proposal dated March 23, 2026 is attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total compensation for Consultant's on-call services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**, plus tax if applicable and in accordance with the Consultant's Fee Schedule in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

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

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

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

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

17. CITY ETHICS CODE.
A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said

services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded

as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

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

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

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

J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

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

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

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

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

THE LANGDON GROUP	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B –Consultant's Response to RFP 6488-26 and Proposal dated March 23, 2026

26-130

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 6488-26
Bid Title	On-Call Public Engagement Services for Integrated Capital Management Projects
Due Date	Monday, March 23, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	The Langdon Group
Submitted By	Hannah Anderson - Thursday, March 19, 2026 11:49:02 AM [(UTC-08:00) Pacific Time (US & Canada)] handerson@langdongroupinc.com 208-770-0500
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED

5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
7	Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Proposer certifies that his/her Firm is not a nuclear weapons producer.	YES
8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES

	9	Proposer has signed and included Attachment 2 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	10	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Hannah Anderson, handerson@langdongroupinc.com, 208-770-0500
	11	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Cory Baune, cbaune@jub.com, 208-762-8787
DOCUMENTS TO UPLOAD			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	Spokane_On-CallPublicEngageSvs_ICMP_TheLangdonGroup.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	
	3	Upload signed Attachment 2 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	

4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.
5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.

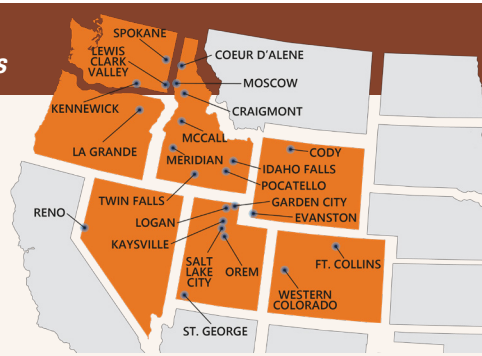
HELPING EACH OTHER
CREATE BETTER COMMUNITIES

J-U-B FAMILY OF COMPANIES

THE LANGDON GROUP | J-U-B ENGINEERS, INC. | GATEWAY MAPPING INC.

Letter of Submittal

29 *years working for clients* **17** *employees* **100%** *employee owned* **8** *offices in 4 states*



March 23, 2026

City of Spokane Purchasing & Contracts
915 N. Nelson St.
Spokane, Washington 99202

Re: RFP Number 6488-26 – On-Call Public Engagement Services for Integrated Capital Management Projects

Dear Selection Committee,

The Langdon Group (TLG) is thrilled to submit our proposal in response to the City of Spokane's Request for Proposals for On call Services. We are passionate about genuine public engagement that empowers communities through accessible information, thoughtful engagement, and high quality public education. This proposal outlines how our team meets and exceeds the City's minimum qualifications and is uniquely positioned to support successful public engagement for the City of Spokane.

Our Experience: Since 1997, TLG has specialized in facilitation, public involvement, alternative dispute resolution, and strategic communications. We are leaders and innovators in our industry. We bring extensive experience in municipal outreach through the development of public facing educational materials, and community-centered engagement plans. Our work spans municipal, regional, and federal projects, including comprehensive master planning, transportation master planning, ROW access, community partnership, and capital improvement projects. Across all efforts, *TLG is known for translating complex technical information into clear, accessible content that supports data driven decision making and meets diverse community needs.*

Our Differentiator: Our facilitation and engagement philosophy is rooted in interest based, objective driven problem solving. As a neutral third party, we create conditions for broad participation, reduce uncertainty, and build trust among stakeholders. Through continuous and meaningful engagement, we help teams clarify shared goals, understand concerns, strengthen communication, and build lasting consensus.

Locally Based, Regionally Attuned: We are proud to be a locally based team, with our primary team located in Spokane and deep roots in the region we serve. Our local presence is strengthened by additional capacity from our teams in Kennewick, Boise, and the broader LEP group, allowing us to draw on a wide network of experienced practitioners while remaining grounded in the needs and perspectives of the communities here in Eastern Washington.

We are excited for all opportunities to support the City of Spokane in developing collaborative, transparent, and accessible public outreach. We eagerly anticipate the opportunity to work together and create a lasting relationship that will contribute to a passion of continuing to grow and improve the region.

Sincerely,

The Langdon Group

Hannah Anderson, MURP, Project Manager
208-770-0500 | handerson@langdongroupinc.com

Bryant Kuechle, TLG Executive Director
208-739-3048 | bk@langdongroupinc.com

Contracting Individual

» Cory Baune, PE, Exec. Vice President
» 745 W Hanley Ave, Coeur d'Alene, ID 83815
» 208-762-8787
» cbaune@jub.com

Legal Status

» C – Corporation

Operating Facility

» Spokane Office: 999 W Riverside Ave, Ste 700 Spokane, WA 99201

The Langdon Group Confirms and Acknowledges...

» That no current or former employees of the participating Agencies have been employed by TLG or have served on the TLG's governing board within the past twelve (12) months.

» That TLG staff meets all minimum qualifications outlined in Paragraph 1.3 "Minimum Qualifications."

» That TLG will comply with all terms and conditions set forth in the RFP, unless otherwise mutually agreed to by the City.

Technical Proposal *Understanding of the City's Requirements*

THE LANGDON GROUP

TLG Overview

We design and conduct processes to help our clients, and their communities, collaboratively solve problems and implement solutions. When decision makers deliberately engage the public in an open and honest way, they earn the trust and valued input of interest holders. When a diversity of interests come together, communities are empowered to make better decisions.

Public Involvement

Effective, cost-efficient, innovative approaches have brought consistent project success to clients. We design public involvement programs that are specific to projects and embedded with fundamental principles. With TLG, these efforts become living and guiding documents used for reference throughout the life of a project and are intended to be flexibly updated to continually meet community needs.

TLG has over 20+ years of experience creating, designing, and innovating public workshops, open houses, community events, key stakeholder coordination, meeting facilitation and planning, and project material development.

Digital Engagement Strategies

In today's fast-paced world, digital and online engagement has become indispensable for effective communication and sharing information with the public. When developing a communication strategy, TLG combines traditional grass-roots outreach with digital and online efforts including social media, websites, and digital newsletters to reach a broader audience.

TLG also leverages online platforms to interact with stakeholders and collect valuable project feedback using programs like PublicInput.com and our proprietary program, 3P Visual, and is always looking for way to enhance classic surveys.

Situation Assessment

At project initiation, TLG is adept at conducting detailed situational assessments to identify key parties and seek out their core interests. We work closely with our clients to develop results-driven strategies with an eye towards innovation and efficiency.

Strategic and Graphic Communication

Projects often require a precise communication strategy. With this in mind, TLG employs professionals that offer deep experience in analyzing public perceptions, designing communication plans, crafting project messages, and delivering an overall project identity. These techniques are applied to the development of visual materials that are standout, unique, and informative.

Partnering

At TLG, partnering is a formal program to improve communications among people and organizations from different backgrounds or disciplines, enabling them to come together as a team. If managed well, the partnering process can improve project communication, clarify roles and responsibilities, and increase efficiency and quality while reducing costs, conflict, and exposure to litigation.

Comprehensive Proposed Approach, Methodology, and Work Plan

THE LANGDON GROUP

The TLG team is eager to work with the City of Spokane to meet your project needs. We have prepared the following Scope of Work based on the Project Description provided in RFP 6488-26 to illustrate a proven technical approach that we have applied to other similar successful public engagement efforts in the Northwest.

Kick-off Meeting

We will prepare for and facilitate a meeting with Spokane City Staff and other relevant personnel or representatives; *this will form the basis of subsequent monthly project meetings.* Discussion topics may include project objectives, protocols, schedule/milestones, expectations, deliverables and requirements, as well as a potential outline that will verify compliance with Idaho statutes. Discussion and approval of project branding (logo, colors, fonts) should also occur at this meeting.

Project Management Guide (PMG)/Public Involvement Plan (PIP)

We will prepare a PMG and PIP to serve as living documents to guide the project. The PMG will translate the tasks, deliverables, and schedule established in the contract documents and then provide additional guidance related to roles and responsibilities, communication protocols, quality control procedures, checkpoints, approval milestones, and other description necessary for optimal team coordination.

The PIP will also elaborate on the framework of the approved SOW, by providing a framework for each in-person meeting and potential locations, other engagement options, public information materials and tools, project talking points, and a communications protocol for the release of public information. The PIP will also include proposed project branding. The kick-off meeting discussions will serve as a basis for both documents.

Situational Assessment

Through an early situational assessment, we will develop a list of key stakeholders, interest groups and organizations that will need to be involved early on in the project. We will work with you and focus on specific groups and neighborhoods that are of high interest. This process can also support the development of an Community Advisory Committee to provide community perspective throughout the process. *Establishing a good working relationship EARLY will lead to effective engagement throughout the plan.*

One Engagement Meeting with Elected Officials and/or City Admin Staff

Early in the project we propose a facilitated discussion with City Staff, elected officials and pertinent parties regarding the format and direction of the project, as well as a review of issues identified to date (stakeholder interview results etc.). *This meeting will be critical for ensuring that outreach tasks are in alignment with City protocols, reflect shared values, and are effective in reaching all impacted members of the public.*

External Stakeholder Meeting and Preparation/Follow up

We will prepare for and facilitate an initial Community Advisory Committee (CAC) meeting to kick-off the project outreach. *With a balance of structure and flexibility, our team will establish an environment where people can discuss difficult topics, prioritize efforts, collaborate on ideas and implementation, and build consensus.* TLG will prepare an agenda and materials, informed by project history, goals, and objectives. Discussion topics may include the purpose of the project and it's benefit to the community, the role of the CAC, project objectives/schedule/milestones, and initial issue identification (challenges of growth, resource protection, fiscal sustainability, etc.) The CAC will also be consulted on plans for a public outreach event. TLG will document the meeting through minutes to capture feedback and key decisions made.

If desired, we will prepare for and facilitate a public open house to gather additional issues and describe the importance and function of the project. *Holding public meetings at key milestones will provide another opportunity for the project team and interested stakeholders to meet, inform and collaborate.* Just as important as the timing of these meetings is the location; we will work with you to identify the right places and times. We can also provide updates and formal presentations to already established groups such as the City boards and commissions and other local organizations. If an in-person event, boards, flip charts and maps will be used, along with display boards, comment cards, and presentation materials. If the event is online or includes a hybrid component we will create an online project hub and promote it through a series of pop-events, social media posts, the project website, etc.

Development of Survey and Collation of Responses

We can survey the public at key junctures in the project process; *the results will be presented in clear, comprehensive reports to inform the project team and deliverables.* These surveys can be done online and on paper, and are promoted through a variety of online outreach techniques. We will collaborate with staff to determine potential questions. Utilization of the City's website and social media sites, as well as the social media/ websites of surroundings communities, will be critical to reaching the public. Our team is skilled at identifying diverse promotion strategies to help all interested and affected community members access the survey and provide feedback. Our GIS and LEP team will provide bilingual content and mapping tools to give the public a quick, convenient way to provide feedback through a user-friendly online format.

Presentation at City Council Committee Meeting

The consultant team will meet with the relevant City Officials (Council, Planning & Zoning, etc.) to provide an update on project progress and solicit their expectations for the project and any specific issues and concerns. *Our presentation will focus on highlighting key tasks, findings, and how public feedback was incorporated into deliverables in order to assist Council in making informed decisions.* We will provide relevant materials ahead of time, in the format of a memo or agenda packet appendices to help decision makers prepare to digest and respond to any necessary items.

Creation of Necessary Literature (i.e. Newsletter and/or flier)

Our team will work to verify consistent, relevant messages are used in all literature and public facing materials. Materials will inform the community of the projects goals, purpose, schedule, opportunities for public feedback, and anticipated impacts, as well as providing contact information for interested parties to reach out to provide direct feedback. Project fliers and newsletters can include a QR code and web address to direct the public to an online project website, as well as the public survey(s). From television to newspaper to radio, outreach materials will be crucial to informing the public of project progress and outreach events.

Stakeholder Coordination

We will become an extension of your team, and we can provide a buffer between you and the public. We will be available to be the primary contact for all stakeholders and respond to their needs and comments received by email, phone, social media, or direct contact. We will track and record all stakeholder feedback and provide reports to your team, so everyone is kept in the loop. One-on-one accessibility and engagement is key to our public involvement approach. This helps build trust and lasting relationships with stakeholders—relationships that will last through implementation of the plan.

Proactive, Ongoing Project Management and Administration

Our project managers excel at setting and adhering to scopes and schedules which will produce deliverables in a manner that is thorough and efficient, while ensuring incorporation of community priorities and perspectives. At the start of any planning project, our team will work with the City to create understanding of the involved tasks and then develop a detailed SOW with technical assumptions that will determine a complete operating budget. We begin our process by working closely with the City at Kickoff to identify and define roles and responsibilities in coordination with the scope, schedule, and budget. Throughout the project, our team relies on those roles to maintain consistent communication, affording our team the ability to incorporate flexibility and proactive response, whether presented with a scheduling challenge or opportunity to maximize project outcomes.

Project Schedule

An estimated project schedule with completion dates for elements of work and deliverables is provided on page 5.

City Staff Involvement

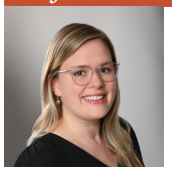
Our working style is collaborative in nature, taking our cues from your Staff's guidance along each step of the way. *We will work closely with you in crafting project goals, outcomes, meeting agendas, inviting key stakeholders into the process, and in reviewing and refining project deliverables.* We are well-equipped to take a "lead" role in project management, or just as happy to play a supportive role, acting as a consultant or sounding board to provide guidance to City Staff as requested.

Management Proposal *Firm & Staff Experience*

THE LANGDON GROUP

Primary Responsibility & Authority for the Work

Hannah Anderson, MURP
Project Manager, Public Involvement Lead

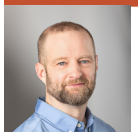


IAP2 | 10+ Yrs. Exp. | ***20% Available***

Duties/Responsibilities/Quals: Hannah is an innovative project manager with experience in public involvement, facilitation, and strategic planning. With over ten years of experience working with communities and decision-makers across the Northwest, she excels at designing tailored engagement strategies and guiding collaborative processes. Her background in communication, urban planning, and graphic design supports her ability to translate complex information and foster meaningful stakeholder dialogue. Hannah has led projects of varied scope, scale, and geography, strengthening her creative problem-solving and insight. She is known for balancing big-picture thinking with attention to detail and for identifying mutual outcomes through her natural talent for human connection.

Key Staff Assigned to the Work *(Minimum Qualifications documented by "Yrs. Exp." below and evidenced by detailed experience in Appendix: Resumes)*

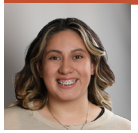
Bryant Kuechle
Executive Director, QA/QC



IAP2 | 20+ Yrs. Exp.
20% Available

Duties/Quals: Bryant is Executive Director of The Langdon Group and a recognized senior level facilitator that specializes in working with diverse groups of interest-holders on a range of issue to resolve conflict and develop collaboratively supported decisions. He is an experienced project manager/public facilitator with the ability to reach people at varying levels of interest and involvement, resulting in balanced participation and consensus-based decisions.

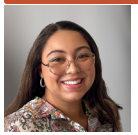
Tracy Ortiz
Public Involvement Support



TLG Limited English Proficiency Lead (LEP) 4+ Yrs. Exp. | ***20% Available***

Duties/Quals: Tracy is a public involvement professional who excels in collaborative environments and builds strong connections with communities. As a first-generation Mexican American and fluent native Spanish speaker, she bridges communication gaps for Spanish-speaking stakeholders. She is passionate about people and service, with experience supporting projects of various scales that strengthen and improve local communities.

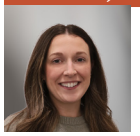
Angela Singleton, MPA
Public Involvement Support



4+ Yrs. Exp. | ***20% Available***

Duties/Quals: Angela is an energetic and resourceful thinker with an instinct for soulful connections. She has experience working with rural communities, local governments, agricultural producers, nonprofits and community-based organizations. Angela's natural ability to connect has made her successful in communicating with diverse groups of collaborators. Her background in natural resource management and community outreach/engagement has helped her master listening to understand. Angela approaches new relationships with an open mind and eagerness to engage with all interested parties. She is a firm believer of providing a fair and equitable collaborative space for meaningful communication and problem solving.

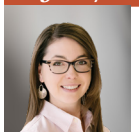
Breanna Howe
Planner, PI Support



5+ Yrs. Exp. | ***20% Available***

Duties/Quals: Breanna is a long-range planner and public involvement specialist with five years of experience across the planning field. She excels at stakeholder engagement and translating complex information into clear, actionable plans. Skilled in developing long-range planning documents and guides, including Nampa Idaho's Citizen's Guide to Planning, Breanna focuses on collaborative processes that produce accessible, meaningful planning outcomes for clients and communities.

Jennifer Fowler
Digital/Visual Comm., PI Support



IAP2 | 16+ Yrs. Exp.
20% Available

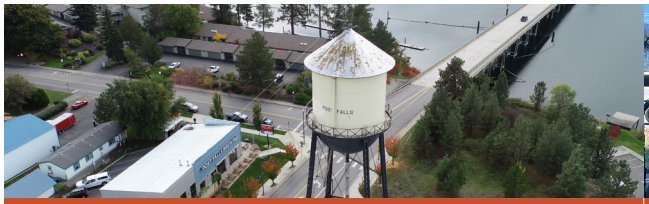
Duties/Quals: Jennifer has over a decade of experience in communication, public engagement, and mediation, supporting projects ranging from environmental policy to infrastructure and master planning. She brings experience in outreach strategy, digital communication, and collaborative processes, strengthened by skills in graphic design, photography, and videography. Jennifer creates clear, engaging materials that translate complex information and support innovative, visually driven public involvement.

TLG commits that all staff identified in this Proposal will perform the assigned work, and any substitutions will only occur with the City's prior approval. ***Resumes for the above personnel are included in Appendix: Resumes*** in accordance with the two-page limit.

Firm Contracts During the Last 3 Years with References

THE LANGDON GROUP

To illustrate our Firm's relevant experience and our ability to successfully perform the services outlined in this RFP, we have provided a summary of recent engagements completed over the past three years. ***These examples reflect the scope, complexity, and quality of work that align closely with the requirements of this project.*** Included are contract details and key client contacts, along with select references that offer a brief overview of the services delivered. Together, these experiences highlight our commitment to excellence and our track record of delivering dependable, high-quality support.



Transportation Master Plan
City of Post Falls (2023-Current)

Work Accomplished: J-U-B ENGINEERS, Inc., TLG's parent company, developed a new TMP featuring traffic analysis for 80 intersections and 25 roadway segments. Conditions for 2023, 2030, 2035, and 2045 were evaluated to identify capital improvement projects. New signal timing plans for 33 signals, including two coordinated corridors, will be implemented in Spring 2024. Inclusive, innovative public involvement led by ***TLG, including staff from this proposal, made certain community needs were accurately represented*** through online surveys, 3P Visual web mapping, stakeholder interviews, advisory meetings, open houses, and strong relationship-building.

Contact: Rob Palus, City Engineer, 208-773-4235, rpalus@postfalls.gov

Rathdrum City Hall Campus
City of Rathdrum (2023-2024)

Work Accomplished: The City of Rathdrum, ID, contracted with Architects West (AW) and J-U-B ENGINEERS, Inc. (J-U-B) to design a new City Hall for the future development of the community. The design plan was developed to assist in the further development of the campus and open space system within the city. It identified the general distribution of amenities that will provide recreation facilities and activities for a broad range of ages, interests, and abilities. ***TLG designed and led a robust public engagement strategy for this effort*** including in-person events, meeting facilitation, educational materials, stakeholder interviews, thorough process summaries.

Contact: Leon Duce, City Administrator, 208-687-7251, lduce@rathdrum.gov

Yakima River Canyon
Bureau of Land Management (2014-Current)

Work Accomplished: ***TLG implemented a multi-faceted public involvement strategy***, including a situational assessment among a diversity of interests to identify preferences/ideas for how the new acreage can balance recreation demand while maintaining a healthy ecological environment; a series of listening sessions in regional communities, on site at canyon recreation sites, and in Seattle where many recreationists originate from; and an online story map, allowing the public to attach feedback to an interactive map. Future work will include agency partnering meeting facilitation among the many local, state, and federal agencies with presence in the canyon.

Contact: Jon Meier, Assistant Field Manager, 509-665-2100, blm.or.wn.mail@blm.gov

Other Relevant Projects	Contract Period	Contact
Nampa Stormwater Outreach and Education Program	2010-2024	Kyle Schab, 208-468-4413, schabk@cityofnampa.us
College Place Safety Action Plan	2023-2024	Robert McAndrews, 509-394-8526, rmcandrews@cpwa.us
Lewiston Community Park	2023-2024	Tim Barker, 360-473-5428, tim.barker@ci.bremerton.wa.us
Wallace Comprehensive Plan	2024-2025	Emma Marlow, 208-752-1147, emma.marlow@wallace.id.gov
College Place Comprehensive Plan and Climate Element	2025-2026	Jon Rickard, 509-394-8524, jrickard@cpwa.us
Sandpoint Downtown Revitalization Plan	2025-2026	Erik Bush, 208-946-2062, ebush@sandpointidaho.gov
Orofino Downtown Revitalization Plan	2024	Donna Wilson, 208-476-4725, citytreasurer1905@outlook.com
Wilder Reuse Bond Election	2024-2025	Chelsea Johnson, 208-482-6204, cjohnson@cityofwilder.org
Bower's Field Master Planned Business Park	2023-2024	Stephen McFadden, Port of Pasco, 509-547-3378, smcfadden@portofpasco.org

The Langdon Group has not experienced any contract termination for default within the past five (5) years. No notices to stop performance, allegations of non-performance, or performance-related disputes resulting in default have occurred during this period.

Cost Proposal *Detailed Est. Schedule / Budget for an Example Project*

THE LANGDON GROUP

Task	Phases & Est. Completion Dates			Deliverables	Hourly Rates						Total Cost
	P1	P2	P3		Hannah A.	Bryant K.	Tracy O.	Angela S.	Breanna H.	Jennifer F.	
					$178	$247	$148	$148	$148	$178	$48,000
Kickoff Meeting	4/1			» Meeting Agenda, Minutes							$4,000
PMG & PIP	4/15			» PMG, PIP							$3,000
Situational Assessment	5/1			» Stakeholder Interview Guide » Situation Assessment Summary Report							$8,000
Engagement Meeting with Electeds and/or City Staff	5/15			» Meeting Agenda, Materials, Minutes							$4,000
External Stakeholder Meeting		6/1		» Meeting Agenda, Materials, Minutes							$8,000
Public Survey		6/30		» Online Web Hub » Online/Paper Public Survey » Survey Summary Report							$3,000
City Council Presentation			7/10	» Memo & Council Packet » Presentation Materials » Follow-up Communication & Materials							$2,000
Creation of Materials		6/1		» Project Flier, Newsletter, Mailers							$3,000
Stakeholder Coordination	Ongoing			» Stakeholder Contact Info & Comment Database							$3,000
Project Management & Administration	Ongoing			» Regular Project Team Meetings with City Staff » Invoices							$10,000

Appendix: Resumes

THE LANGDON GROUP

Hannah Anderson, MURP

Project Manager, Public Involvement Lead – Spokane, WA

Hannah is a bright and innovative project manager with expertise in public involvement, facilitation, and strategic planning. She brings a strong understanding of collaborative processes and is adept at curating strategies for engagement based on a project's needs. Hannah has over 10 years of experience in engaging communities and decision-makers throughout the northwest, ranging from rural to urban locations. Her experience leading and coordinating projects which are diverse in both scope and scale, as well as geographic location, has nurtured her ability to provide valuable insight and creative problem solving. Her background is the ideal combination of public involvement, communication, urban planning, and graphic design. Hannah is especially skilled at engaging stakeholders in meaningful discussion and identifying opportunities for mutual outcomes through her natural aptitude for human connection. She brings strength through maintaining a grasp of the big picture while paying necessary attention to the fine details.

RELEVANT PROJECT EXPERIENCE

Oakesdale Mill Redevelopment | Port of Whitman County (2024-2025)
The Port of Whitman, WA is developing a feasibility study to assess the suitability of the historic Oakesdale Flour Mill for development and to explore potential future uses for the space. The project aims to help inform the Port Commission and the community of economically viable opportunities for redevelopment of this site and the necessary courses of action. Hannah designed and led the public involvement approach for this project including stakeholder interviews, public on-site events, community surveying and development of key messaging materials to raise awareness of the project and collect valuable insight into local priorities and opportunities.

Priest River Watershed Group | Priest River, ID (2024-current)
Trout Unlimited contracted TLG to act as a neutral third-party in facilitating their collaborative group, comprised of diverse community perspectives. Hannah leads this effort through facilitation of monthly steering committee meetings, stakeholder coordination, conflict resolution, and guiding the group through establishing a Strategic Plan, Work Plan, and ultimately a Restoration Plan.

Safety Action Plan | College Place, WA (2024-2025)
The City of College Place, WA is developing a holistic, well-defined strategy to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries in the city through safety action plan development. Hannah designed and led the public involvement strategy including a situation assessment, stakeholder coordination, informational materials, and onsite public events.

Transportation Master Plan | Post Falls, ID (Current)
The City of Post Falls, ID has contracted with J-U-B ENGINEERS, Inc. (J-U-B) to develop an updated transportation master plan (TMP) to provide a basis for current and long-range transportation system improvements and consider regional

Education

M.S. Urban and Regional Planning – *Emphasis in Community and Economic Development |*
Portland State University | 2020

B.A. Design Management, Minor in Sustainability | Arizona State University | 2015

A.A. Degree | Clark College | 2013

Work History

Community and Economic Development Planner | The City of Wood Village, OR | Hatfield Resident Fellowship | 2020-2021

Fellowships Program Coordinator
Portland State University
2018-2020

Land Use Planning Intern
Mackenzie Architecture
Summer 2019

Voucher Specialist 1
Vancouver Housing Authority
2015-2018

Professional Affiliations

International Association for Public Participation (IAP2)
Intermountain Chapter Member

American Planning Association (APA) Member

Leadership Coeur d'Alene | Coeur d'Alene Chamber of Commerce | Class of 2022

Hatfield Public Service Fellow Alumni | Class of 2020

Certifications

IAP2 – Planning for Public Participation

Housing Choice Voucher Specialist, certified via Nan McKay, 2016

Mental Health First Aid Responder, certified via National Council for Behavioral Health, 2018

Pursuing American Institute of Certified Planners (AICP) Certification

needs and connectivity. Hannah curated a specialized public involvement plan for this project and will lead the public involvement effort including establishing and maintaining a system story map with interactive comment mapping software, technical advisory group meetings, public surveying, messaging and informational materials, elected official workshops, and a verification process for TMP goals and adoption.

Port of Pasco Aerospace Innovation Manufacturing Center | Pasco, WA (2023)
The Port of Pasco, along with JUB Engineers, Inc., developed a design master plan for the Port of Pasco Aerospace Innovation and Manufacturing (AIM) Center. The AIM Center is a key part of the Port's long-term planning for the area and new economic development opportunities as the region continues to experience steady and significant growth. Hannah lead the public involvement effort through a dual-phase process, by first providing a detailed recommended approach for a public involvement strategy, to later be implemented in conjunction with the design and construction of the Center. Key outreach included stakeholder interviews, advisory committee facilitation, public open houses, surveys, and a focus on engaging all impacted and interested members of the public, including prominent minority groups and representative organizations.

National Resource Conservation Service Watershed Projects | (Current)
J-U-B provides watershed improvement engineering services including environmental assessment and public involvement for various locations throughout Idaho. Hannah provides project support through coordination, facilitation, and recordation of biweekly meetings with agency officials and the NRCS.

Strategic Plan CDA Area Economic Development Corporation| Coeur d'Alene, ID (2023 - 2026)
The CdA EDC is voting Board comprised of local leaders (in both business and civic affairs) whose collective goal is to support economic success and vitality of the Coeur d'Alene and Kootenai County Area. In Spring 2023, Hannah lead the group through a strategic planning process which included review and revision of the groups Vision, Mission Statement, and Goals. Through this collaborative process, she helped the group identify specific key objectives, and metrics for measuring success. Amidst a changing leadership and evolving community needs and market factors, Hannah facilitated the group again in 2026, to reevaluate the group's role, vision, values, and strategic plan.

Wild Horse and Burro Advisory Board | Federal (Ongoing)
Provides facilitation and support for the National Wild Horse and Burro Program Advisory Board and multi-day BLM State Leads meetings. The board, representative of various interests, meets twice per year for multiple days, developing recommendations to the BLM regarding the program. The recommendation crafting process and public interest/comment are key component to successful meeting management. State leads meetings bring in all Wild Horse and Burro Program team members from Washington DC, 10 western states and the Eastern States Region to collaborate on key decisions regarding policy, regulations, budget, communication, staffing and research.

PL566 Watershed Projects | Multiple Projects (Ongoing)
J-U-B ENGINEERS, Inc. (J-U-B) provides watershed improvement engineering services including environmental assessment and public involvement for various locations throughout Idaho. Hannah provides project support through coordination, facilitation, and recordation of biweekly meetings with agency officials and the NRCS.

Wastewater System Improvements| Rosalia, WA (2021-2022)
The Town of Rosalia has contracted with J-U-B ENGINEERS, Inc. (J-U-B) for improvements to the wastewater system. Hannah supports this project by providing public outreach and education to support the requirements from the Washington State Department of Ecology through a variety of in-person and virtual public education and outreach tools. Each month she produces a unique poster which highlights a theme related to public impact on water quality.

Bryant J. Kuechle

Executive Director and Quality Control | Boise, ID

Bryant is Executive Director of The Langdon Group and a recognized senior level facilitator that specializes in working with diverse groups of interest-holders on a range of issue to resolve conflict and develop collaboratively supported decisions. He is an experienced project manager and public facilitator with the ability to reach people at varying levels of interest and involvement, resulting in balanced participation and consensus-based decisions.

RELEVANT PROJECT EXPERIENCE

Urban Waters Stormwater Program – Nampa, Idaho | Environmental Protection Agency (2015-2024). Indian Creek, which flows through Nampa, Idaho, is a tributary of the Snake River. EPA has awarded the City of Nampa two grants, a small Urban Waters grant and a Special Project Environmental Justice Grant to develop a public education and outreach campaign on stormwater management focusing on the Hispanic community (the Boise/Nampa/Caldwell area is home to one of the fastest-growing Hispanic populations in Idaho). The Langdon Group was selected by the EPA to manage Nampa's Stormwater Program Team in working to increase the community's awareness and participation concerning stormwater impacts on water quality in Indian Creek and other local water bodies. Bryant and his team are working closely with the City and community members to facilitate an advisory committee and implement community lead programs including youth educational programs, demonstration rain garden, informative videos, Hispanic community engagement, educational materials and interpretative signage.

Downtown Connectivity Study | Richland, Washington (2019-2020). The purpose of this Downtown Connectivity Study is to advance the City Council's vision for a pedestrian-friendly waterfront and downtown, while maintaining or enhancing the vehicular travel flow through downtown. TLG developed a public involvement process including a Community Advisory Committee, business owner workshops, public open house and survey to develop, evaluate and prioritize street improvements and enhancement features in the area of George Washington Way between Williams Boulevard and Bradley Boulevard. Ultimately the findings and recommendation will be presented to City Council for selection of a publicly supported preferred approach.

Richland North-South Travel Capacity Study | Richland, WA | City of Richland Public Works (2019-2020). The City of Richland (City), as lead agency among a partnership including the City, Benton County, City of West Richland, and the Washington State Department of Transportation (WSDOT), contracted with J-U-B Engineers Inc. and TLG to evaluate and compare the potential benefits of improvements in at least three distinct corridors providing north-south connectivity. This process also involved a public involvement process design and implementation, travel demand modeling, and street system operation analysis, concluding with a final summary report of processes, findings and recommendations to present to the partnership agencies. During these outreach efforts, TLG identified stakeholders, gathered input and provided conflict resolution services with a variety of stakeholders to understand their concerns and issues

Registrations and Positions

Roster Specialist | US Institute for Environmental Conflict Resolution

Advisory Board | University of Idaho McClure Center for Public Policy Research

Advanced Practitioner Team Steering Committee | Oregon Consensus, National Policy Consensus Center (2015-2016)

Leadership Council | ACR Environment and Public Policy Section (2006-2008)

Education

M.A., Communication
Washington State University | 2002

B.S., Journalism/Mass Communication
University of Idaho | 1998

Certifications and Awards

Top 40 under 40 | Idaho Business Review, 2015

Contributing Author | Environmental Conflict Management, 2014

NCI Charrette Systems | National Charrette Institute, 2015

The Mediation Process | CDR Associates, 2007

Systematic Mediation Strategies |Pepperdine University, 2005

Public Participation Certification | IAP2, 2004

Work History

The Langdon Group
Boise, Idaho | 2005-Present

Idaho Transportation Department
Boise, Idaho | 2003-2005

Continental Basketball Association
Boise, Idaho | 2001-2003

Washington State University
Pullman, Washington | 2000-2001

US Forest Service
Lowman, Idaho | 1997-1998

Lewiston Morning Tribune
Lewiston, Idaho | 1997-1998

related to the study. TLG facilitated the Technical Advisory Committee, public meetings and managed the public survey.

Rachel Road Alignment Study | Richland, Washington (2016-2017). TLG was selected through a competitive process to lead a roadway alignment study through an environmentally sensitive nature preserve in the Tri-Cities. As Project Manager, Bryant conducted a situational assessment of stakeholders, organized and facilitating regular Community Advisory Committee (CAC) meetings, organized and facilitated public meetings at key project milestones and worked with the CAC to reach consensus on a publicly supported preferred alignment for recommendation to the Richland City Council. The recommendation was unanimously approved. This project involves a history of controversy surrounding the potential connection of two roadways with a heightened level of interest from area conservation and neighborhood organizations. TLG helped answer the question: How does the community maintain and potentially enhance the natural benefits of a nature preserve while providing roadway connectivity and sufficient emergency access to a new school and surrounding neighborhoods? Kennewick School District Superintendent, Dave Bond said the following about the process: *"Thanks again for your leadership in working with the CAC and developing a process that reached a recommendation for the Richland City Council. You did a great job of bringing varied interests together to achieve the goal of finding a road alignment that most could support."*

Groundwater Impacts Best Management Practices for Unsewered Subdivisions | Idaho Department of Environmental Quality (2023-2024). The IDEQ Groundwater Program is initiating a project designed to help protect groundwater used for drinking water from impacts due to subdivisions with individual subsurface sewage disposal systems. The objectives of this project include providing consistent information to local governments responsible for land use planning so they can make more informed decisions regarding subdivision development and developing best management practices (BMPs) that prevent significant degradation of groundwater quality. Bryant and hist team contracted to provide situational assessment and facilitation services to identify regulatory issues and concerns at multiple levels of government, and drafted BMP's and guidance for potential policy change.

Intersection Traffic Study | Spokane International Airport (2014-2015). The Airport Drive Couplet and Spotted Road provide direct access for both freight and passengers to and from the Spokane International Airport and Airport Business Park. Previous studies have identified that the intersections of Inbound and Outbound Airport Drive at Spotted Road have a high accident severity rate. This study evaluates the intersection for additional safety and capacity improvements for short, intermediate and long term needs. Bryant managed coordination and communication with the key stakeholders and the general public. This featured key stakeholder meetings with nine different agencies or businesses with specific interest in the improvements early in the process; Newsletter and E-Newsletter communication; media outreach; door-to-door meetings throughout the project area with 30 impacted property owners and businesses; information stations in each airport concourse; a public open house and facilitation of the steering committee that ultimately used the public input to select a preferred alternative for airport commission approval.

Yakima River Canyon Recreation Planning, Washington | Bureau of Land Management (2024-2025). The Yakima River Canyon is a popular recreation area visited by nearly 650,000 people each year for its wildlife watching, fishing for trout in the state's only Blue-Ribbon trout stream, family-friendly rafting, and camping. State Highway 821 follows the scenic bends of the river which was designated as Washington's first State Scenic Byway in 1960. In addition to the existing lands, BLM is acquiring over 600 acres of land within the canyon which will be used for recreation access and riparian/upland habitat conservation. Visitor use of the area has increased, maxing out existing infrastructure. Bryant and his team facilitated a series of targeted, small group conversations and multiple public listening sessions at key locations throughout the project area, including multiple over the 4th of July weekend in the canyon to capture the impacted public where they are. In 2025 he lead a series of intergovernmental workshops to identify collaborative and widely supported preferences for the future last use that will inform the eventual NEPA alternatives.

Tracy Ortiz

Public Involvement Support – Spokane, WA

Tracy is a public involvement professional who thrives in spaces where she is given the opportunity to collaborate with others. Her strengths come from her ability and desire to connect with others. As a first generation Mexican American, Tracy understands that communication, listening, and understanding are key to developing relationships and bridging gaps between communities in both English and Spanish. She is a fluent native Spanish speaker who is always capable and ready to translate and create opportunities for primary Spanish speakers to participate in public outreach. She is passionate about people, community, and service. Tracy has experience working on projects of various levels and sizes that benefit and improve local communities.

Education

B.S Political Science,
Focus on International Relations
Minor in History
Indiana State University | 2020

Work History

The City of Moscow
Capital Improvement Admin
Moscow, ID | 2021-2022

Cabello Associates
Community Outreach Consultant|
Elkhart, IN | 2020-2021

Lippert Components
Engineering Administrative Intern|
Elkhart, IN| 2017-2020

Languages

Spanish
Mastery Level Spanish
Proficiency in reading, writing, translation, and interpretation

RELEVANT PROJECT EXPERIENCE

Internal and External Written Translation and Verbal Interpretation Services| (Ongoing)
Tracy is the lead translator for J-U-B ENGINEERS, Inc., and its subsidiaries, The Langdon Group and Gateway Mapping, Inc. She works alongside project managers on projects of diverse sizes, geological locations, and project types to provide Spanish translations and interpretation. She translates various project materials such as flyers, letters, social media posts, comments, and surveys. Tracy also provides consultation on best practices for diverse and minority communities.

Idaho Department of Water Resources and Idaho Soil and Water Conservation Commission Proposed Integration, Idaho Department of Water Resources| ID (2025)
Tracy worked alongside the project manager to provide support for the proposed integration strategy of the Idaho Soil Water Conservation Commission into the Idaho Department of Water Resources. Through this process she has assisted the project manager in over 40 stakeholder interviews, general survey development, facilitation of a strategic planning workshop for over 20 participants, and assisted in the development of a recommendation document that will be shared with Idaho Legislatures.

Waste Water Revenue Bond | Wilder, ID (2024)
The City of Wilder, ID identified a funding opportunity through the Idaho Department of Environmental Quality (IDEQ). The funding opportunity is a loan from IDEQ that (if awarded to the City) will include up to approximately $4.9 million in loan funds that must be repaid, but also includes up to $5.9 million in principal forgiveness (meaning the City will not be obligated to repay this sum). City residents had the opportunity to decide whether the City will pursue this funding opportunity through a Special Municipal Bond Election. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Comprehensive Plan Update + Climate Resiliency Plan | City of College Place (2024-Current) The City of College Place is completing a full periodic update of its Comprehensive Plan in accordance with the Washington State Growth Management Act (GMA). The effort updates the City's long-range planning framework to reflect revised demographic trends, land use needs, infrastructure capacity, and regulatory requirements, while addressing key policy areas including housing, transportation, economic development, climate change, and parks. Public engagement is a central component to ensure the plan aligns with community values and priorities. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Safety Action Plan | College Place, WA (2024)
The City of College Place, WA developed a holistic, well-defined strategy to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries in the city through safety action plan development. Tracy worked alongside the public involvement lead to conduct the situation assessments, stakeholder coordination, develop messaging and materials, assist with onsite public events, translate materials into Spanish, and provide Spanish interpretation.

Priest River Watershed Group; Sandpoint, ID (2024-Current)
Trout unlimited contracted with TLG to facilitate the PRWG monthly meeting, provide internal and external stakeholder coordination, logistical support, strategic planning and document development, and process guidance. Tracy provides the lead facilitator with support by taking notes, coordinating stakeholders, creating meeting agendas and PowerPoints, and distributing relevant materials to the stakeholders.

Yakima River Canyon Recreation Planning, Washington | Bureau of Land Management (2024-current).
The Yakima River Canyon is a popular recreation area visited by nearly 650,000 people each year for its wildlife watching, fishing for trout in the state's only Blue-Ribbon trout stream, family-friendly rafting, and camping. State Highway 821 follows the scenic bends of the river which was designated as Washington's first State Scenic Byway in 1960. In addition to the existing lands, BLM is acquiring over 600 acres of land within the canyon, which will be used for recreation access and riparian/upland habitat conservation. Visitor use of the area has increased, maxing out existing infrastructure. Tracy supported her team with developing and implementing a public involvement strategy to help inform future BLM management at existing sites and newly acquired lands. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Port of Pasco Aerospace Innovation Manufacturing Center | Pasco, ID (2023-Current)
The Port of Pasco is developing a design master plan for the Port of Pasco Aerospace Innovation and Manufacturing (AIM) Center. The AIM Center is a key part of the Port's long-term planning for the area and new economic development opportunities as the region continues to experience steady and significant growth. Tracy is supporting the public involvement effort for this project through a dual-phase process, by first providing a detailed recommended approach for a public involvement strategy, to later be implemented in conjunction with the design and construction of the Center. Stakeholder interviews, advisory committee facilitation, public open houses, surveys, and a focus on engaging all impacted and interested members of the public, including prominent minority groups and representative organizations, will be integral tasks. Tracy is the primary translator for the project and is translating all public materials into Spanish; this includes open house boards, project fliers, advertisements for social media, postcard mailers, letters to the public, and the public survey.

Transportation Master Plan | Post Falls, ID (2023-2025)
The City of Post Falls, ID has contracted with J-U-B Engineers (J-U-B) to develop an updated transportation master plan (TMP) to provide a basis for current and long-range transportation system improvements and consider regional needs and connectivity. Tracy aided in curating a specialized public involvement plan for this project and will support the public involvement leads efforts in maintaining a system story map with interactive comment mapping software, technical advisory group meetings, public surveying, messaging and informational materials, elected official workshops, and a verification process for TMP goals and adoption.

Angela Singleton, MPA

Public Involvement Support – Kennewick, WA

Angela is an energetic and resourceful thinker with an instinct for soulful connections. She has experience working with rural communities, local governments, agricultural producers, nonprofits and community-based organizations. Angela's natural ability to connect has made her successful in communicating with diverse groups of collaborators.

Angela's background in natural resource management and community outreach and engagement has helped her master listening to understand. She approaches every new relationship with an open mind and eagerness to engage with all interested parties. Angela is a firm believer of providing a fair and equitable collaborative space for meaningful communication and problem solving.

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan Update + Climate Resiliency Plan | City of College Place (2024-Current) The City of College Place is completing a full periodic update of its Comprehensive Plan in accordance with the Washington State Growth Management Act (GMA). The effort updates the City's long-range planning framework to reflect revised demographic trends, land use needs, infrastructure capacity, and regulatory requirements, while addressing key policy areas including housing, transportation, economic development, climate change, and parks. Public engagement is a central component to ensure the plan aligns with community values and priorities. Angela supports the planning team by engaging stakeholders, developing clear informational materials for the public, providing project updates, and gathering community feedback throughout the process.

Oakesdale Mill Redevelopment | Port of Whitman County (2024-2025) The Port of Whitman, WA is developing a feasibility study to assess the suitability of the historic Oakesdale Flour Mill for development and to explore potential future uses for the space. Desired benefits of the Port's ownership and pursuit of this project include increased job opportunities within Oakesdale, support for the local economy and tourism, and preservation of this historic landmark. The project aims to help inform the Port Commission and the community of economically viable opportunities for redevelopment of this site and the necessary courses of action. Angela conducted the public involvement tasks for this project including stakeholder interviews, hosting public on sight events, community surveying and development of key messaging materials to raise awareness of the project and collect valuable insight into local priorities and opportunities.

Drought Management & Infrastructure Plan Task Force | Uncompahgre Valley Water Users Association, Colorado (2024-2025) The Langdon Group organizes and facilitates a Task Force of interested stakeholders whose purpose is to provide insight and feedback as the Uncompahgre Valley Water Users develop a localized drought contingency plan to submit to the Bureau of Reclamation. Angela provides meeting minutes and online support to participating Task Force members. The work plan focuses on drought monitoring, community vulnerabilities and impacts of drought, for the purpose of developing and prioritizing mitigation and response actions that help build a more resilient

Education

M.S. Public Administration – *Emphasis in Environmental Policy*
University of Oregon | 2022

B.S. Environmental Science and Management, *Minor in Sustainability*
Portland State University | 2020

Work History

Project Associate,
The Langdon Group
2024-Current

Energy and Resiliency Specialist,
Farmers Conservation Alliance
2023-2024

Rural Energy Coordinator,
AmeriCorps Member
Oregon Department of Energy
2022-2023

Equity and Inclusion Intern,
Multnomah County Sheriff's Office
Summer 2022

Certifications

University of Oregon – Environmental Conflict and Dispute Resolution Graduate Certificate

Texas A&M – Nonprofit Career Development Certificate

Professional Affiliations

Roster Practitioner – Environmental Protection Agency (CPRC)

Planning Association of Washington (PAW) Member

Resource Assistance for Rual Environments (RARE) AmeriCorps Member Alumni | 2022/23

community. The Task Force is made up of a wide range of interests including farmers and ranchers, conservation groups, federal and state agency, county, and municipal representatives.

Safety Action Plans | Washington + Oregon (2024-2025) J-U-B Engineers and The Langdon Group supported the City of Umatilla, OR and College Place, WA, in designing a holistic, well-defined strategy to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries in the city through safety action plan development. Angela worked alongside the public involvement lead to conduct the situation assessment, stakeholder coordination, develop messaging and materials, assist with onsite public events, and maintain a public comment database.

Natural Resource and Conservation Service (NRCS) Small Watershed Improvement Program (PL-566) |NRCS and Navajo Nation Tribal Engagement (2024/2025) Angela is assisting the NRCS and Navajo Nation (Arizona and Utah) to develop critical water improvement projects to assist the Navajo Nation with water resources and infrastructure to improve the quality of lives of Tribal members.

National Wild Horse and Burro Advisory Board | Bureau of Land Management (2024-2028) Angela is part of the facilitation team for the National Wild Horse and Burro Program Advisory Board. The board, representative of various interests, meets twice per year for multiple days, developing recommendations to the BLM regarding the program. Angela provides meeting support such as meeting minutes, technical support, and public comment facilitation. The recommendation crafting process and public interest/comment periods are key components to successful meeting management.

Harney Basin Groundwater Rule Making | Oregon Water Resources Department (2024-present). Angela is supporting the National Policy Consensus Center (NPCC) and working directly with OWRD to provide impartial third-party facilitation services for the OWRD Division 512 rulemaking in the Harney Basin. Angela is tasked to meaningfully engage, coordinate, time manage and guide the Rules Advisory Committee towards goals identified for the rulemaking, while being mindful that rulemaking is a legal process where decision-making authority rests with OWRD and the Oregon Water Resources Commission. Through this process Angela is building relationships with all parties including farmers, special interest groups, law makers, and concerned citizens to bring their issues and concerns to the conversation with the goal of finding win-win solutions that will reduce water usage through changing practice, water rights retirement, and the Conservation Reserve and Enhancement Program (CREP), while maintaining agriculture as a viable component of the regional economy.

Energy and Resiliency Development Specialist | Farmers Conservation Alliance (2023) Angela supported irrigation communities in the development of renewable energy projects by tracking development timelines, preparing funding applications, documenting communication and decisions, and preparing communication materials for a range of audiences. She also managed partnerships between Tribal governments, state and federal agencies, and advocacy groups as well as relationships with local governments and community members.

Rural Energy Coordinator (AmeriCorps Member) | Oregon Department of Energy (2022) Angela served as a liaison in Eastern Oregon between state and local governments, Tribes, businesses, and residents across eight counties (Morrow, Umatilla, Union, Wallowa, Grant, Baker, Harney, Malheur). She led outreach and engagement efforts and supported program delivery for energy efficiency incentives and community resiliency planning. Angela built relationships and aligned state and federal funding with community needs.

Equity and Inclusion Intern | Multnomah County Sheriff's Office (2020) As a member of the Wellness Committee, Angela was tasked with researching and reporting on the best practices of comparable Sheriff Offices' wellness programs. The information shared to the wellness committee was used to support and justify the Committee's requests to the Sheriff. Angela also compiled and created learning materials for the ongoing development of the equity and inclusion self-guided learning resource page for all staff.

Breanna Howe

Planner and Public Involvement Support – Boise, ID

Breanna is an experienced long-range planner and public involvement specialist, with 5 years of experience spanning all aspects of the planning field. Skilled in public and stakeholder engagement and translating complex information into clear and actionable plans and guides.

Recognized for problem solving, effective communication, and striving for excellence. She is proficient in developing and implementing long-range planning documents, specific area plans, and informational guidelines, including Nampa's Citizen's Guide to Planning. Her focus lies in collaboration with stakeholders, to develop and implement meaningful long range planning documents and easily accessible information for clients and the public.

Education

Master of Public Administration
State & Local Government Emphasis, Boise State University | 2020

Bachelor's in Criminal Justice
Minor in U.S. History, Boise State University | 2016

Certifications and Awards

Non-Profit Administration,
Boise State University | 2020

Work History

The Langdon Group, Project Associate
Boise, Idaho | 2026

City of Nampa, Senior Long-Range Planner,
Nampa, Idaho | 2020 – 2026

KEY PROJECT EXPERIENCE

Nampa 2050 Comprehensive Plan | City of Nampa, Idaho
Managed the public outreach process for the City of Nampa Comprehensive Plan update, including workshop facilitation, community events, pop up style events, as well as media outreach, online survey development, and ongoing community outreach to engage stakeholders on the vision for the City of Nampa. The plan focused on providing a roadmap for city and community leaders to address growth and its impact on quality-of-life issues. The plan update will provide guidance for sustainable development in the city of Nampa based heavily on the extensive public engagement completed.

State Highway 16 Specific Area Plan | City of Nampa, Idaho
Assisted in developing a specific area plan around a key new, north-south connection in eastern Nampa and Canyon County. The plan was complete with stakeholder engagement, future land use map updates, place-making, and transportation planning component recommendations. This specific area plan served as an amendment to Nampa's Comprehensive Plan. The State Highway 16 SAP planning team won the Western Planner Kenneth G. Waido Award for Planning Team of the Year.

Southwest Nampa Specific Area Plan | City of Nampa, Idaho
Developed a transportation and land use focused specific area planning document around a key growth area for the City of Nampa. Completed a public involvement process for public comment and feedback including one on one stakeholder meetings and both in person and online public open houses. Navigated a difficult public hearing process for adoption.

Citizen's Guide to Planning | City of Nampa, Idaho
In collaboration with the Nampa Mayor's office, the Planning and Zoning Department developed a magazine and video series aimed at educating citizens on planning principles and theory. The project successfully transformed complex planning processes into a user friendly, informational guide, to assist with better community engagement for current and future planning projects in Nampa. The project won an Association of Idaho Cities Award and American Planning Association Idaho Chapter Award for public engagement.

The Downtown Plan | City of Nampa, Idaho
Assisted in developing a market driven implementation plan for key downtown projects. The project included refining downtown goals, objectives, and strategies, along with meeting facilitation with various downtown stakeholder groups and individual business owners. The plan won the 2025 American Planning Association Gem Award.

Jennifer N. Fowler

Digital & Visual Communication Strategist,
Public Involvement Support – Salt Lake City, UT

Jennifer has over a decade of experience working in the communication, public engagement, and mediation field. She has managed and facilitated public engagement and collaborative processes as well as developed visuals on a variety of projects including environmental policy projects, municipal bonds, master plans, construction, and infrastructure projects.

On projects, Jennifer can offer her experience with public engagement, outreach strategy, digital communication, graphic design, program implementation, and collaboration efforts. Jennifer is an award-winning photographer and regularly utilizes her abilities in photography, graphic design, and videography to create engaging materials that help support and enhance project messaging and public understanding. From taking complex information and displaying it graphically to designing interactive engagement mechanisms, Jennifer's experience with public outreach projects of all sizes combined with her ability to create "outside the box" methods of reaching and engaging the public provides any effort with a unique, innovative, and visual approach.

Education

B.A., Communication
Minor in Anthropology
Westminster College | 2010

Professional Training

International Association for Public Participation (IAP2), Foundations in Public Participation Training

40-Hour Mediation Training, Utah Dispute Resolution

Professional Affiliations

International Association for Public Participation (IAP2)

Intermountain Chapter - Utah State Representative |2012-2014

Work History

Digital & Visual Communication Strategist
The Langdon Group
Salt Lake City, Utah | 2021-Current

Project Associate
The Langdon Group
Salt Lake City, Utah | 2014-2020

Project Coordinator
The Langdon Group
Salt Lake City, Utah | 2010-2014

Program and Event Coordinator
Utah Section Professional Golfers Association
Salt Lake City, Utah | 2006-2010

DIGITAL AND VISUAL PROJECT EXAMPLES

Idaho Falls Public Outreach Planner (POP) – Idaho Falls, ID | City of Idaho Falls (2023) In late 2022, the City of Idaho Falls identified a need to effectively plan and implement public outreach activities on City projects. Based on previous experience creating a customized Public Outreach Plan (POP) for the Utah Department of Transportation and the Idaho Transportation Department, The Langdon Group was selected to facilitate a development process and design a POP website and workbook for Idaho Falls. The Idaho Falls POP will be a tool for analyzing, quantifying, identifying tools and resources, and tracking public outreach needs, which will ultimately lead to appropriate and efficient project management. Jennifer developed a POP style and branding for use on the website and designed an interactive PDF workbook to track and plan public outreach activities.

TransPlan50 – Utah County Metropolitan Area | Mountainland Association of Governments (2022 – 2023) Jennifer supported the public involvement efforts for the 2023 update of MAG's Regional Transportation Plan (RTP). She conducted key person interviews to identify areas for communication improvements with MAG stakeholders. Jennifer also created a TransPlan50 logo, style guide, collateral materials, and graphics for the new RTP interactive website.

SVSD Style Guide and Branding – South Salt Lake County, UT | South Valley Sewer District (2022) In 2022, South Valley Sewer District hired The Langdon Group to create a style guide and design updated administrative templates and collateral using their already established logo. Jennifer led the effort to create a vector-based logo, develop a company style guide, and design a series of templates for use internally and externally (email signature, SVSD invoice, presentation template, letterhead, fliers, etc.). She was also tasked with updated the reclamation facility brochure that is handed out during site tours.

Butte Priority Soils Operable Unit Community Engagement – Butte, MT | Atlantic Richfield Company & Butte-Silver Bow (2020 - 2023) Atlantic Richfield Company (AR) and Butte-Silver Bow (BSB), have committed to design, build,

operate and maintain the remedy for abandoned mining sites and historic mining wastes in Butte, Montana. As part of the remedial and clean-up actions, community outreach and public engagement was required to gain understanding and buy-in to the clean-up plan and implementation. Jennifer created a project brand and style guide for the BPSOU project, created a comprehensive Community Engagement Plan and is designing and producing engaging public outreach materials including social media graphics, fliers, postcard mailers, maps, presentations, and open house display boards.

Deer Creek Intake Project Community Outreach – Deer Creek Dam, UT | Provo River Water Users Association (2020 – Ongoing) The Langdon Group is leading the Community Outreach for the Provo River Water Users Association (PRWUA) large scale project to make improvements to aging infrastructure at Deer Creek Dam and Reservoir. One out of every two Utahns use water from the reservoir for municipal, industrial, and agricultural purposes, requiring a large-scale public engagement strategy to guide PRWUA through the project development cycle. Jennifer is implementing community outreach, managing the design and production of collateral materials, and is supporting social media outreach and content creation.

Ogden Express Bus Rapid Transit Project (OGX) – Ogden, UT | Utah Transit Authority (2020 - Present) Jennifer is providing public involvement support, visual production, and social media management for construction of the second major Bus Rapid Transit (BRT) system in the state of Utah. The OGX project will connect the FrontRunner commuter line to several key destinations in Ogden including the downtown historic district, high schools and jr. high schools, Weber State University and McKay-Dee Hospital. Jennifer's role includes implementation of the public involvement approach, visual and graphic design, social media content creation and management, support for the business promotion program, community event outreach, and traditional "boots on the ground" outreach.

Erie Colorado Parks & Recreation Community Outreach – Erie, CO | Erie Parks & Recreation Department (2020)
In early 2020, The Langdon Group was selected to provide public engagement services for the Erie Parks and Recreation Department with the goal of enhancing public awareness of the Department's services in preparation to ask residents to vote on increased funding during the November 2020 election. In March 2020, the COVID-19 pandemic put a hold on the planned outreach initiatives and the Department determined that it would no longer be a good time to ask for additional funding. Jennifer worked with the client to pivot the engagement needs and developed a plan to not only continue building awareness of the services the Department provides but help facilitate ways in which staff could help support recreation options, even during the pandemic restrictions. Jennifer helped develop an engagement survey to gauge resident's recreation needs during COVID, created social media posts to showcase the Department's ongoing efforts to serve the community, and created outdoor activity stations to help parents and children disconnect from the virtual world and find socially distant ways to play outside and utilize Erie's recreation amenities.

UTA Service Choices – Wasatch Front Metropolitan Area | Utah Transit Authority (2019)
In 2018, the Utah Transit Authority (UTA) started an initiative to re-evaluate how it distributes bus service throughout the Wasatch Front. UTA recognized that it must balance ridership (attracting as many riders as possible) and coverage (being available in as many places as possible, even if not many people ride). Both goals were important, but they lead in opposite directions. In early 2019, The Langdon Group was hired to engage communities along the Wasatch Front to help determine the appropriate balance between ridership and coverage. TLG facilitated a process to identify specific goals for the Service Choices initiative, designed and implemented an inclusive outreach campaign, created an interactive public online survey, and helped UTA assess the success of the public outreach process. Jennifer helped provide grassroots public outreach, co-managed the creation of the online public survey, and scheduled a series of workshops and public information events in conjunction with the engagement and data collection efforts led by Jarrett Walker & Associates.

Appendix: Certification Regarding Debarment and Lobbying

THE LANGDON GROUP

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

4. The Firm certifies, by signing this form that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form or shall attach an explanation to this form.

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

J-U-B Engineers, Inc. Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	Spokane City On-call Public Engagement Program Title (Type or Print)
Laurel Fritz Name of Certifying Official (Type or Print)	 Signature
Director of Finance Title of Certifying Official (Type or Print)	3/3/2026 Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

J-U-B Engineers, Inc.

Organization:

2760 W Excursion Ln, Suite 400

Street address:

Meridian, ID 83642

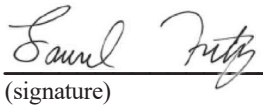
City, State, Zip:

Laurel Fritz

CERTIFIED BY: (type or print)

Director of Finance

TITLE:



(signature)

3/2/2026

(date)

J-U-ENG-01 BLADA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2026

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

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

PRODUCER	CONTACT NAME: Danika Blank
The Hartwell Corporation PO Box 400 Caldwell, ID 83606	PHONE (A/C, No, Ext): (208) 459-1678 FAX (A/C, No): (208) 454-1114 E-MAIL ADDRESS: danika@thehartwellcorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty Ins Co of America	19046
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : XL Specialty Insurance Co.	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

The Langdon Group
999 West Riverside Avenue, Suite 700
Spokane, WA 99201

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	6802R22997A	8/1/2025	8/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BA8P008954	8/1/2025	8/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE			CUP1C547849	8/1/2025	8/1/2026	AGGREGATE	$ 9,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A		UB8K158532	8/1/2025	8/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liabili			DPR5054752	4/2/2026	4/2/2027	Each Claim/Aggregate	5,000,000
C	Professional Liabili			DPR5054752	4/2/2026	4/2/2027	Deductible	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane, its officers and employees are additional insureds, waiver of subrogation and 30 days' notice of cancellation apply.

CERTIFICATE HOLDER

City of Spokane
808 West Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jenny Kroll

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

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BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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

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BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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POLICY NUMBER: BA-8P008954-25-47-G ISSUE DATE: 07-08-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** _____

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** _____

PERSON OR ORGANIZATION: SPOKANE COUNTY

ADDRESS: ATTN CONTRACT E2015-4
1101 W COLLEGE AVE STE 241B
SPOKANE WA 99201

PROVISIONS

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

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: J-U-B ENGINEERS, INC.

Business name: J-U-B ENGINEERS, INC.

Entity type: Profit Corporation

UBI #: 600-069-551

Business ID: 001

Location ID: 0002

Location: Active

Location address: 999 W RIVERSIDE AVE
STE 700
SPOKANE WA 99201-1005

Mailing address: 2760 W EXCURSION LN
MERIDIAN ID 83642-5313

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Brewster General Business - Non-Resident	001892			Active	Feb-28-2027	Jan-29-2020
Omak General Business - Non-Resident	3085			Active	Feb-28-2027	Sep-06-2017
Spokane General Business	T12073223BUS			Active	Feb-28-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident	01352			Active	Feb-28-2027	Feb-18-2004

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BAUNE, CORY R	
DEETER, BRIAN	
EPLER, TOBY	
FAZZARI, ALEXANDER	
FRITZ, LAUREL	
GIESBRECHT, ALAN	
HAENER, TIMOTHY J	
JAMES, STEPHEN P	
LOFTUS, VINCENT L	
MURRAY, ZAN	
SHANNON, KARIN	
SMITH, BRIAN D	

Registered Trade Names

Registered trade names	Status	First issued
GATEWAY MAPPING, INC.	Active	Jan-16-2018
J-U-B ENGINEERS, INC.	Active	May-21-2018
THE LANGDON GROUP	Active	Jan-16-2018

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/2/2026 11:02:52 AM

Contact us

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Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/2/2026		
Clerk's File #	OPR 2026-0560		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	RFP 6488-26
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (HORROCKS)		

Agenda Wording

On-call contract for public engagement services with the Horrocks for $75,000.

Summary (Background)

ICM is establishing an on-call public engagement contract for future public engagement needs.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 75,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Will be funded with project budgets as needed.

Amount		Budget Account
Expense	$ 75,000	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Local funds but will vary by project.

Expense Occurrence	One-Time

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

Expenses will be part of overall project-specific costs.

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

Distribution List

Contract Signer – Jake Menard,	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	kpicanco@spokanecity.org
eraea@spokanecity.org	

City Clerk's OPR 2026-0560

City of Spokane

CONSULTANT AGREEMENT

Title: ON-CALL PUBLIC ENGAGEMENT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HORROCKS**, whose address is 714 North Iron Bridge Way, Suite 201, Spokane, Washington 99202, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Public Engagement Services for the Integrated Capitol Management Department; and

WHEREAS, the Consultant was selected through RFP 6488-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and ends on December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) one (1) year renewals.

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

3. SCOPE OF WORK.
The Scope of Work for this Agreement is described in Consultant's Response to RFP 6488-26 and their Proposal dated March 23, 2026 is attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total compensation for Consultant's on-call services under this Agreement shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00)**, plus tax if applicable and in accordance with the Consultant's Fee Schedule in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

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

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **Professional Liability Insurance** with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.
There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant

shall furnish acceptable Certificates Of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. LIMITATION OF LIABILITY.

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and subconsultants, to the City, and anyone claiming through or under the City, for any claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, and breach of contract, shall not exceed $75,000. Any claims for personal injury including death are not subject to this limitation of liability.

13. DEBARMENT AND SUSPENSION.

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

14. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month

placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

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

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

18. CITY ETHICS CODE.
A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said

services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

24. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded

as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

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

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

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

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

HORROCKS	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B –Consultant's Response to RFP 6488-26 and Proposal dated March 23, 2026

26-131

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 6488-26
Bid Title	On-Call Public Engagement Services for Integrated Capital Management Projects
Due Date	Monday, March 23, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Horrocks
Submitted By	Horrocks Horrocks - Monday, March 23, 2026 11:20:27 AM [(UTC-08:00) Pacific Time (US & Canada)] wa_bus_dev@horrocks.com
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Proposer certifies that his/her Firm is not a nuclear weapons producer.	YES

	8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
	9	Proposer has signed and included Attachment 2 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	10	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Gemma Puddy |208.290.1970| gemma.puddy@horrocks.com
	11	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Jake Menard, PE, SE | 509.241.8775 | jake.menard@horrocks.com
DOCUMENTS TO UPLOAD			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	On-Call Public Engagement Services for ICM_Horrocks.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	
	3	Upload signed Attachment 2 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	
	5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	

3.2 LETTER OF SUBMITTAL

March 23, 2026

City of Spokane
915 N. Nelson St.
Spokane, WA 99202

Subject: On-Call Public Engagement Services for Integrated Capital Management Projects

Dear Selection Committee Members,

Horrocks is uniquely positioned to support the City of Spokane's Integrated Capital Management (ICM) Department with responsive, high-quality on-call public engagement services. Our team brings the tools, expertise, and capacity needed to help the City design and deliver communication strategies that meet each project's goals, budget, and timeline. We understand the City's commitment to transparent, accessible outreach throughout the planning, design, and implementation of capital projects, and we are ready to serve as an extension of City staff, filling gaps, providing targeted support, and ensuring the community stays informed, involved, and confident in the City's work. Horrocks offers dependable, adaptable engagement services that will help the City of Spokane build trust, strengthen community relationships, and deliver successful outcomes.

A	**Horrocks (Principal Place of Business):** 2162 W. Grove Pkwy., Ste. 100, Pleasant Grove, UT 84062 Jake Menard, PE, SE | jake.menard@horrocks.com | 509.241.8775	
B	**Legal Status of the Firm:** LLC	**Horrocks (Local Facility):** 714 N. Iron Bridge Way, Ste. 201, Spokane, WA 99202 | Gemma Puddy | gemma.puddy@horrocks.com | 208.290.1970
C	**Current or Former City Employees:** N/A	
D	Horrocks meets the minimum qualifications identified in Paragraph 1.3 "Minimum Qualifications". Our firm has over five (5) years of experience supporting public engagement activities and is fully licensed to conduct business in the State of Washington.	
E	Horrocks will comply with all terms and conditions set forth in the RFP, unless otherwise agreed by the City.	

Please feel free to contact our Project Manager, Gemma Puddy, should there be any questions regarding the information we have provided in this proposal.

Sincerely,

Gemma Puddy
Project Manager
March 23, 2026

Jake Menard, PE, SE
Technical/Local Advisor
March 23, 2026

3.3 TECHNICAL PROPOSAL

3.3.A. UNDERSTANDING, APPROACH, AND METHODOLOGY

UNDERSTANDING OF THE CITY'S REQUIREMENTS

The City of Spokane's ICM Department seeks on-call public engagement support that is flexible, scalable, and aligned to each project's goals, audiences, timeline, and budget across planning, design, and implementation phases. Success requires transparent, accessible, and consistent communication; compliance with City protocols; and the ability to respond to quick-turnaround task orders while maintaining quality within schedule and budget constraints. Horrocks' Public Engagement team will operate as an extension of City staff, providing added tools and capacity to fill gaps, coordinating with project team members and City officials, and keeping engagement efforts well-documented and easy to follow.

PROPOSED APPROACH

Our team will partner with the City's ICM Department to develop strategies and tactics tailored to each project's goals, audiences, timeline, and budget. We will design and implement flexible, scalable outreach processes that support informed decision-making and transparent, consistent communication with stakeholders, elected officials, and the public throughout each project. These activities may include:

Public Engagement Plan (PEP) & databases: Develop a concise PEP (goals, key messages, priority audiences, strategies, communication protocols, milestones) and an outreach calendar linked to the project schedule. Build/maintain stakeholder lists, and manage contact history in a GIS-enabled database to visualize comment hot-spots and participation trends.

Workshops, open houses, pop-ups, community events: Plan accessible in-person and online formats (agendas, boards, handouts, presentations) that comply with legal and accessibility requirements and meet people where they are.

Stakeholder coordination & facilitation: Coordinate meetings with agencies, businesses, and community organizations; facilitate productive discussions; document comment themes and action items in structured summaries.

Digital engagement & surveys: Stand up project webpages, online meeting pages, and surveys; support distribution; and synthesize feedback in clear, visual summaries for decision-makers and public transparency.

Branding & materials: Produce clear collateral (newsletters, one-pagers, mailers, infographics, renderings, short videos) that integrate City branding with project-specific identity. Multilingual translation can be provided.

Media & social media support: Coordinate with City channels and local media; provide key messages and, if needed, crisis communications and protocols.

Youth-focused & non-traditional outreach: Partner with trusted organizations and schools to engage under-represented audiences through tailored, inclusive tactics that ensure all voices are heard in shaping projects solutions.

Documentation & reporting: Maintain a consistent records system; compile engagement reports that show who we reached, what we heard, and how input informed decisions.

METHODOLOGY FOR MANAGEMENT AND PROACTIVE RESPONSE TO ISSUES/SCOPE CHANGES

Our project management methodology includes defined roles and lines of authority, detailed cost/schedule tracking, thorough Quality Control/Quality Assurance (QC/QA) reviews, and frequent check-ins to ensure project progress and team collaboration. As task orders are assigned, our Project Manager, Gemma Puddy, will collaborate with the City to confirm scope, deliverables, budget, and schedule requirements. Any change in scope will be promptly communicated and no costs related to scope change will be incurred without mutual agreement between Horrocks and the City.

Our team is adaptable to the unpredictable nature of on-call work, tailoring engagement activities to each project's goals, timeline, and community context. We will stay responsive by quickly identifying potential issues, elevating them to the City, and developing mitigation strategies to keep projects moving, remaining nimble and flexible as needs and scopes evolve.

3.3.B. EXAMPLE WORK PLAN, SCHEDULE, AND DELIVERABLES

Horrocks will partner with the ICM Department to design and implement an outreach process that supports informed decision-making and transparent communication with stakeholders, elected officials, and the public. Our team will work closely with City staff to tailor engagement activities to each task order. The following example work plan illustrates how Horrocks would approach the tasks outlined in Section 3.3 of the RFP.

Kick-off Meeting with City Staff: Confirm project/engagement goals, audiences, success metrics, schedule, communications protocols, and approvals workflow; review existing materials/data; agree on survey platform and reporting format.

- **Deliverables:** Kick-off agenda and summary; draft PEP; stakeholder list framework. (Completion June 2026)
- **Assumptions:** One 60–90-minute meeting with two Horrocks staff; City provides existing materials and branding files before meeting.
- **City Involvement:** Attend and participate; validate goals, audiences, key messages, and approval flow.

Task 2 **Engagement Meeting with Elected Officials and/or City Administration staff:** Prepare materials and facilitate a briefing to share objectives, decision points, and upcoming engagement plan; gather early feedback to promote trust and transparency throughout the process.

- **Deliverables:** Slide deck; key messages; meeting summary. (Completion July 2026)
- **Assumptions:** One 60-minute session; City schedules attendees.
- **City Involvement:** Identify invitees; co-present if desired; approve materials.

Task 3 **External Stakeholder Meetings:** Plan and facilitate two meetings (e.g., neighborhood, business, agency partners, and/or other interested/affected parties) to gather insights early.

- **Deliverables:** Invite emails; agendas; materials/visuals; attendance and comment logs; summaries with themes and action items. (Completion August 2026)
- **Assumptions:** Hold two small-group meetings of 30 attendees or less, per meeting; present materials; facilitate discussion and gather interactive feedback.
- **City Involvement:** Approve invite list and materials; attend.

Task 4 **Survey Development and Collation of Responses:** Develop concise, and accessible survey to capture community input; launch via City and project channels; analyze responses; produce visuals and summary of key findings.

- **Deliverables:** Print survey and online survey; summary of survey responses and key comment themes; visual graphics summarizing survey results. (Ongoing - Completion December 2026)
- **Assumptions:** Utilize Survey 123 platform per City preference; develop up to eight questions for live survey (four to six weeks duration, assuming 100 responses).
- **City Involvement:** Support survey direction to meet project goals.

Task 5 **City Council Committee Presentation:** Prepare a presentation summarizing engagement activities, audiences, feedback, and how it shaped the recommendations/outcome.

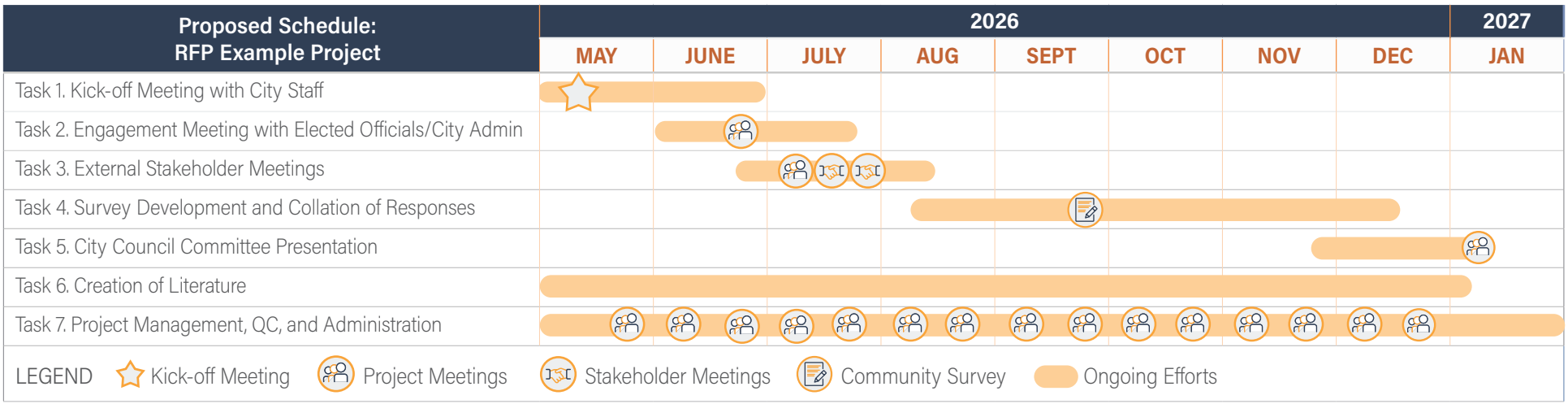
- **Deliverables:** Slide deck and speaking notes. (Completion January 2027)
- **Assumptions:** One committee meeting; time allotment per Council norms.
- **City Involvement:** Coordinate agenda slot; approve materials; present/co-present.

Task 6 **Creation of Literature:** Prepare materials that support public understanding of the project and engagement opportunities following City brand guidelines.

- **Deliverables:** Content to support City updates; project one-pager with two updates; two press releases; one set of website content with two updates; project-branded business cards. (Ongoing - Completion January 2027)
- **Assumptions:** Includes overarching outreach materials; task-specific materials provided with their respective tasks; no translation services included.
- **City Involvement:** Support creation of outreach aligned with City and project objectives.

Task 7 **Project Management, QC/QA, and Administration:** Ongoing coordination and bi-weekly team meetings, action tracking, schedule and budget monitoring, invoicing, records management, QC/QA reviews, and risk/issue escalation.

- **Deliverables:** Brief weekly email updates; meeting agendas/minutes. (Ongoing - Completion January 2027)
- **Assumptions:** Regular meetings may occur in person, online, or in a hybrid format.
- **City Involvement:** Provide reviews/approvals.



3.4 MANAGEMENT PROPOSAL

3.4.A. FIRM EXPERIENCE

Horrocks has helped design and improve community infrastructure across the western United States since 1968. We offer the public engagement expertise and capacity needed to support the City's ICM Department. Our team delivers engagement services at every project phase—planning, environmental, design, and construction. Through our work with the City of Spokane and other local agencies, we understand the importance of building consensus, ensuring equitable and accessible outreach, and incorporating community input meaningfully into project planning, design, and implementation.

How Horrocks Meets Minimum Qualifications

Horrocks has provided public engagement services for 12 years and has a team of more than 20 communications professionals with extensive experience in public engagement and outreach.

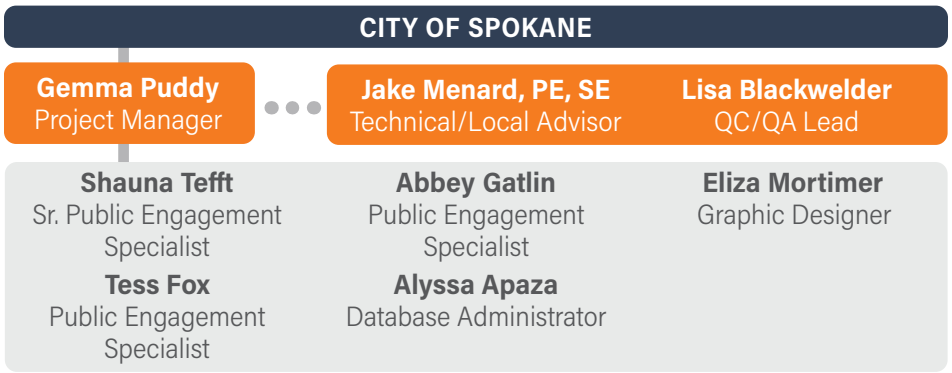
Horrocks' Washington Business License | Unified Business ID #: 602884898 | Issued: 12/5/2025 | Expiration: 12/31/2026

Resource Allocation, Lines of Authority, and Responsibility

We will deliver fully integrated public engagement services under a unified management structure led by Project Manager Gemma Puddy, the City's primary point of contact. Gemma will ensure the quality, timeliness, availability, and delivery of the Horrocks team. She will allocate team resources for each task order. This structure provides clear authority and ensures consistent technical analysis and coordinated public messaging.

Project Team Qualifications and Experience

Our firm is committed to ensuring that the staff identified in this proposal will perform the work as assigned. **Refer to the resumes in the Appendix for a detailed summary of our personnel experience.**



Gemma Puddy | Project Manager | MA Professional Communications and Graphic Design; BLA Landscape Architecture | Gemma will have the prime responsibility and authority for the work. She will provide strategic leadership, planning, and execution of comprehensive public engagement services, including regulatory compliance, stakeholder engagement, and proactive risk management to build public trust and support project success. Gemma has over 15 years of experience with local and state agencies across the Intermountain West, including in central and eastern Washington, leading stakeholder interviews, working groups, open houses, media and social media support, branding, visualizations, and outreach materials such as flyers, business cards, and surveys. She is a skilled facilitator who excels at connecting stakeholders and project teams. **Availability: 45% | Time Assigned to the Project: 35%.**

Jake Menard, PE, SE | Technical/Local Advisor | MS, BS Civil Engineering | WA PE, SE No. 42801 | Jake will provide technical engineering expertise, support public meetings with clear technical explanations, and coordinate with staff to ensure accurate messaging. He brings 25 years of civil engineering experience and excels at translating complex technical information into clear, accessible messages for non-technical audiences. His work managing multiple City of Spokane projects gives him a strong understanding of City requirements. Jake's strong communication skills and collaborative approach improve coordination across disciplines, agencies, and stakeholders. **Availability: 50% | Time Assigned to the Project: 10%.**

Lisa Blackwelder | QC/QA Lead | MA, BA English | Lisa will provide QC/QA oversight to ensure all deliverables meet the City's standards, project requirements, and regulatory guidelines. She has 25 years of technical writing experience and serves as Horrocks' Technical Documents Manager, supporting deliverables for municipalities, planning organizations, special service districts, and state Departments of Transportation (DOT). Lisa's expertise includes writing and editing, content strategy, document layout, and implementing best practices across content types. She conveys key messages effectively through strong attention to detail, strategic thinking, and audience-focused communication. **Availability: 30% | Time Assigned to the Project: 10%**

Shauna Tefft | Sr. Public Engagement Specialist | BS Business Administration and Fine Arts | Shauna will support the public engagement task orders, develop communication strategies, organize activities, create informative materials, gather feedback, and collaborate with project teams. She has 23 years of experience in public engagement, transportation marketing, and construction management. Her work includes leading strategic communication projects and marketing campaigns for the Idaho Transportation Department (ITD) and the Office of Highway Safety (OHS), including branding, video production, website design, messaging strategies, and digital asset creation. Shauna is experienced in facilitating and leading stakeholder working groups, in-depth interviews, and public meetings for municipalities. **Availability: 30% | Time Assigned to the Project: 10%.**

Tess Fox | Public Engagement Specialist | BS Journalism | Tess will drive day-to-day public engagement activities on projects, including communication strategies and developing relationships with stakeholders. She has seven years of experience in communications, marketing, and public engagement, with strengths in project management, public communications, and branding. Tess' journalism background strengthens her understanding of municipal issues. She has led public engagement for transportation, water, and sewer projects, producing high-quality content, guiding communications strategies, and resolving stakeholder concerns, and brings extensive experience working with municipalities and special service districts. Originally from Wenatchee, WA, she is invested in the Spokane area, attended the University of Idaho in Moscow, and worked as a freelance photographer for the *Spokesman-Review* during college. **Availability: 30% | Time Assigned to the Project: 20%.**

Abbey Gatlin | Public Engagement Specialist | BA Integrated Media and Strategic Communications | Abbey will coordinate stakeholder outreach and public engagement efforts while providing strategic communications and support for public meetings. She has three years of communications experience working with municipal, state, federal, tribal, and non-government organizations. Abbey specializes in strategic communication materials, including stakeholder outreach, public comment resolution, and public meeting content. She effectively engages diverse stakeholders to ensure initiatives are clearly communicated. **Availability: 30% | Time Assigned to the Project: 10%.**

Alyssa Apaza | Database Administrator | BS Social Work | Alyssa will maintain clean, organized stakeholder data, integrate outreach lists, and securely export information to support targeted outreach, accurate reporting, and compliant records management. She has four years of public engagement experience, including managing communications, facilitating meetings, and preparing documentation. Alyssa leads Horrocks' internal public engagement database by organizing, tracking, and exporting stakeholder interactions, ensuring complete and compliant records through meticulous comment tracking, hotline and email management, and detailed outreach logs that support accurate reporting and informed decision-making. **Availability: 35% | Time Assigned to the Project: 5%.**

Eliza Mortimer | Graphic Designer | BA Art and Design | Eliza will create visually engaging communications and graphic designs, and provide technical document layout and production support. She has eight years of experience and a strong background in graphic design, supporting our public engagement team for both infrastructure projects and internal communications. Eliza develops social media content, digital ads, and a wide range of public outreach materials, including flyers, mailers, and large-format boards. Her technical skills include producing 3D maps and roadway typical sections that enhance transportation and planning projects. **Availability: 25% | Time Assigned to the Project: 10%.**

3.4.B. CONTRACTS HELD FOR SIMILAR PROJECTS DURING THE LAST THREE YEARS

Over the past three years, we have held similar contracts listed below. We take great pride in serving our clients and communities, and we are grateful for the repeat work we receive from them. Please feel free to contact the references provided.

1. **ITD | I-90, WA State Line to Sherman Ave. Study, Kootenai County, ID |** 2021-2025, Erika Bowen, PE, ITD Bonding Program Office, TECM Engineer Manager, 208.265.4312, erika.bowen@itd.idaho.gov | Horrocks led public engagement efforts to support ITD's 15-mile I-90 corridor study that included information sharing, stakeholder and community outreach, and developing communication materials, tools, and databases to gather public feedback.
2. **ITD | I-90, US-95 Interchange (IC), Kootenai County, ID |** 2022-2024, Heather McDaniel, ITD Public Information Officer, 208.772.8084, heather.mcdaniel@itd.idaho.gov | Horrocks developed a PEP, managed a stakeholder database, and implemented targeted outreach strategies.
3. **ITD | I-90 Widening, SH-41 to US-95, Kootenai County, ID |** 2025-Ongoing, Zachary Feist, PE, ITD Staff Engineer, 208.772.1282, zachary.feist@itd.idaho.gov | Horrocks is developing project branding and maintaining a comprehensive stakeholder database including previous I-90 Corridor projects.
4. **ITD | SH-53, Pleasant View Rd. IC, Kootenai County, ID |** 2024-Ongoing, Heather McDaniel, ITD Public Information Officer, 208.772.8084, heather.mcdaniel@itd.idaho.gov.
5. **ITD | SH-53, Rathdrum Turn Lanes, Kootenai County, ID |** 2024-2025, Heather McDaniel, ITD Public Information Officer, 208.772.8084, heather.mcdaniel@itd.idaho.gov.
6. **ITD | I-90, Morning Mill IC, Shoshone County, ID |** 2024-Ongoing, Zachary Feist, PE, ITD Staff Engineer, 208.772.1282, zachary.feist@itd.idaho.gov.
7. **ITD | US-95, Palouse Region Planning and Environmental Linkages (PEL) Study, Latah County, ID |** 2024-Ongoing, Janet Zarate, PE, ITD Project Manager, 208.799.4218, janet.zarate@itd.idaho.gov.
8. **ITD | Snake River Crossing Study, Twin Falls County, ID |** 2022-Ongoing, Angie Heuring, ITD Highways Program Project Manager, 208.334.8047, angie.heuring@itd.idaho.gov.
9. **ITD | SH-55 and Deinhard-Boydstun, McCall, ID |** 2023-Ongoing, Megan Jahns, ITD Public Information Officer, 208.772.1295, megan.jahns@itd.idaho.gov.
10. **ITD | Clearwater Crossings, Lewiston, ID |** 2021-Ongoing, Megan Jahns, ITD Public Information Officer, 208.772.1295, megan.jahns@itd.idaho.gov.

3.4.C. CONTRACT TERMINATIONS

Horrocks has not had any contracts terminated for default in the last five (5) years.

3.5 COST PROPOSAL

DIRECT LABOR SUMMARY

STAFF	HRS	PAY RATE $/HR W/OH & PROFIT	ANT. % RAISE DURING PROJECT	RATE ON COST PROPOSAL	TOTAL
Gemma Puddy, Project Manager	165	$175.00	4.00%	$182.00	$30,030.00
Jake Menard, PE, SE, Technical/Local Advisor	4	$290.00	4.00%	$301.60	$1,206.40
Lisa Blackwelder, QC/QA Lead	7	$190.00	4.00%	$197.60	$1,383.20
Shauna Tefft, Sr. Public Engagement Specialist	17	$175.00	4.00%	$182.00	$3,094.00
Tess Fox, Public Engagement Specialist	98	$120.00	4.00%	$124.80	$12,230.40
Abbey Gatlin, Public Engagement Specialist	13	$100.00	4.00%	$104.00	$1,352.00
Alyssa Apaza, Database Administrator	7	$100.00	4.00%	$104.00	$728.00
Eliza Mortimer, Graphic Designer	26	$110.00	4.00%	$114.40	$2,974.40
	337				$52,998.40
Subtotal					$52,998.40
Total Labor					$52,998.40

LABOR AND EXPENSES TOTAL COST

$54,774.48

DIRECT EXPENSES SUMMARY

DESCRIPTION	UNIT	QTY	ITEM COST	TOTAL
Mileage - Personal Vehicle	Mile	1334	$0.62	$827.08
Printing - Business Cards (250)	Set	2	$30.00	$60.00
Printing - Display Boards 24x36	Each	8	$40.00	$320.00
Printing - Flyers - Full Sheet	Each	300	$0.37	$111.00
Printing - Flyers - Half Sheet	Each	300	$0.36	$108.00
Public Meeting - Misc. Supplies	Lump	2	$75.00	$150.00
Technology - Online Surveys	Each	1	$200.00	$200.00
			Total ODC	$1,776.08

EXAMPLE PROJECT - TASK BREAKDOWN

TASK	COST	HOURS	Gemma	Jake	Lisa	Shauna	Tess	Abbey	Alyssa	Eliza
			$182.00	$301.60	$197.60	$182.00	$124.80	$104.00	$104.00	$114.40
TASK 1. KICK-OFF MEETING WITH CITY STAFF: Prepare for and participate in Kick-off Meeting, and draft PEP with stakeholder list.										
SUBTOTAL	$6,037	38	18	1	1	1	15	0	2	0
TASK 2. ENGAGEMENT MEETING WITH ELECTED OFFICIALS AND/OR CITY ADMINISTRATION: Prepare materials and facilitate a briefing.										
SUBTOTAL	$3,713	23	12	1	0	0	8	0	0	2
TASK 3. EXTERNAL STAKEHOLDER MEETINGS: Plan and facilitate two stakeholder meetings.										
SUBTOTAL	$12,168	80	35	0	2	5	21	7	0	10
TASK 4. SURVEY DEVELOPMENT & COLLATION OF RESPONSES: Create, distribute, and summarize findings.										
SUBTOTAL	$9,511	65	22	0	2	5	19	6	5	6
TASK 5. CITY COUNCIL COMMITTEE PRESENTATION: Prepare presentation and co-present.										
SUBTOTAL	$3,744	23	13	0	1	1	8	0	0	0
TASK 6. CREATION OF LITERATURE: Prepare materials that support overall public understanding of the project.										
SUBTOTAL	$5,522	37	15	0	1	1	12	0	0	8
TASK 7. PROJECT MANAGEMENT, QC, AND ADMINISTRATION: Biweekly meetings, coordination, invoicing, reviews.										
SUBTOTAL	$12,303	71	50	2	0	4	15	0	0	0
TOTAL LABOR HOURS		337	165	4	7	17	98	13	7	26
	$52,998		$30,030	$1,206	$1,383	$3,094	$12,230	$1,352	$728	$2,974

APPENDIX

Gemma Puddy | Project Manager

Gemma brings 15 years of public engagement experience supporting a wide range of engagement efforts. Her background in communications, graphic design, planning, and landscape architecture gives her a unique ability to translate complex issues into clear and visually compelling information. She is an experienced facilitator who excels at connecting stakeholders with project teams and guiding productive, solutions-focused conversations. Gemma has led public engagement activities for both public and private agencies across environmental, design, and construction phases, including branding, media planning, field outreach, online engagement, public meetings, and community presentations. She attributes her success to engaging political, agency, and community stakeholders early and often, which supports proactive problem solving, provides a holistic understanding of key issues, and ensures decisions reflect the needs of each audience.

EDUCATION

MA Professional Communications and Graphic Design, Westminster College

BLA Landscape Architecture, Kansas State University

PROFESSIONAL AFFILIATIONS

Coeur d'Alene 2030 Marketing Committee

International Association for Public Participation (IA2P2) - Idaho Representative

SELECTED EXPERIENCE

ITD | SH-53, Pleasant View Rd. IC, Kootenai County, ID | Project Manager | Horrocks provides comprehensive public engagement support for the construction of a new IC, 2.5 miles east of the ID/WA line, including project management, PEP development, and coordination with ITD. Our team manages the project email account, updates the project webpage, and maintains a GIS stakeholder database. Horrocks supports mass communications through press releases, social media coordination, and media tracking, and conducts targeted outreach to transportation partners, residents, and businesses. The team also develops project materials, including flyers, a construction mailer, and milestone email updates, to ensure stakeholders receive clear and timely information throughout construction. Gemma leads the team and serves as the primary coordinator with ITD.

ITD | I-90, WA State Line to Sherman Ave., Kootenai County, ID | Sr. Public Engagement Specialist | Horrocks supported ITD in studying a 15-mile corridor of I-90 to identify improvements that modernizes the system, reduces crashes, and saves drivers' time. Our team's public engagement efforts included providing consistent and clear information, as well as building trust and gathering feedback from key stakeholders and the public. Public engagement tasks included brand creation, key messaging, webpage development, presentation materials, mass outreach materials, such as overview flyers and mailers, media support, one-on-one stakeholder meetings, stakeholder workshops and community meetings, open houses, and maintaining communication databases and systems such as a GIS stakeholder database. Gemma managed collateral/website development and has facilitated four in-person and online public meetings to collect feedback on the study. These efforts paid off, with two of the top 10 news stories for the *Spokesman-Review* 2022 dedicated to the project, driving online engagement, and responses from the public.

ITD | SH-55, Smiths Ferry to Round Valley, Valley County, ID | Public Engagement Lead | Horrocks provided public engagement services during construction on SH-55 as crews widened shoulders, reduced roadway curves, and installed guardrail to improve safety and mobility along this heavily traveled and high-risk route between Boise and McCall. Because construction required hillside blasting and full road closures, the public engagement team used established relationships and a mix of personalized outreach, a project web page, mass emails, social and traditional media, and real-time traffic text alerts to keep stakeholders and the traveling public informed. The unique strategic communication needs on the project provided opportunities to conduct live events, radio broadcasts, podcasts, and use mobile updates and variable message boards to provide communication about alternate routes during closures. Our team also managed crisis communications during unplanned closures, providing timely and proactive updates to notify, educate, and build trust with all audiences. Gemma provided a detailed and well-coordinated outreach plan to reach a diverse group of local and regional travelers to minimize impacts to the traveling public.

Jake Menard, PE, SE | Technical/Local Advisor

Jake has 25 years of experience managing and delivering multidiscipline transportation projects of all sizes. He brings strong technical communication skills that enhance public engagement on complex civil engineering projects. Jake has led large public meetings with hundreds of participants, as well as public hearings, stakeholder meetings, and workshops involving dozens of key stakeholders and affected property owners. His collaborative approach brings together multidisciplinary teams, agency staff, property owners, and project stakeholders to build consensus and support informed decision-making. Jake also proactively engages client personnel to ensure project decisions align with safety, operations, and maintenance priorities. By fostering open communication and a project-first mindset, he ensures diverse perspectives are heard and incorporated throughout planning and design.

EDUCATION

MS, BS Civil Engineering, Marquette University

LICENSE/ CERTIFICATION

WA PE, SE No. 42801

ID PE, SE No. 16098

SELECTED EXPERIENCE

City of Spokane | Greene, Freya, Havana Bridges, Spokane, WA | Project Manager/Bridge EOR | Horrocks is providing design and construction services to preserve and repair four bridges, focusing on deck surface preparation, the application of a polyester polymer concrete overlay, and joint repairs to enhance longevity and safety. Jake works closely with City staff in ensuring the project team meets quality standards while being compliant to state and federal guidelines. He oversees the project from planning through construction, manages the schedule, and develops cost estimates.

***City of Spokane | Maple Street Bridge Deck Rehabilitation, Spokane, WA | Project Manager/Bridge EOR** | This deck rehabilitation project was unique in that the bridge deck required repair; however, the load rating capacity of the bridge was right at the legal load limit and had little to no reserve capacity to add weight. Jake developed a deck preparation approach in collaboration with the City to utilize diamond grinding to remove ¾" of existing concrete and replace it with a polyester concrete overlay which eliminated adding weight to the bridge. He led the development of the plans and the specifications package in compliance with Federal-aid standards on behalf of the City. Jake was involved throughout construction and provided prompt and practical solutions to address issues in the field.

***City of Spokane | Greene St. Bridge Rehabilitation, Spokane, WA | Structures Task Lead** | This bridge rehabilitation project added FRP strengthening, epoxy crack injection, and other structural repairs. When Jake took over as Structures Task Lead during construction, the surface preparation was underway and soon revealed that the extent of cracking in the bridge deck was beyond the previously planned work. He assisted the City staff in working with the contractor to minimize the overall impacts during construction. Jake met the project team regularly on-site to help keep progress moving. He also led the development of several design changes to help expedite and simplify the work. Under Jake's leadership, the City received prompt service and a practical approach to resolving issues.

***ITD | I-90, SH-41 IC, Post Falls, ID | Project Manager** | Jake managed a multidisciplinary team of more than 50 engineers and technicians, including eight subconsultants, while achieving an 8% DBE goal. This IC reconstruction project included realignment and widening of portions of I-90 and SH-41, ramp modifications, and local road improvements to increase traffic capacity/operations while improving safety. Jake facilitated a value engineering study that led to the innovative, offset Single Point Urban IC design. He also led a construction staging workshop with key stakeholders that established goals and restrictions for maintaining traffic during construction. The high traffic volumes and site constrictions required a seven-stage approach, developed by Jake, to successfully achieve these goals.

**Experience prior to joining Horrocks*

Lisa Blackwelder | QC/QA Lead

With 25 years of experience in technical and business communication, Lisa specializes in content strategy, document production, layout and formatting, writing, editing, and government regulatory compliance. She brings strong attention to detail and tailors messages to meet the needs of each project team and audience. Lisa has supported all stages of the project and content life cycle, from early planning through writing, editing, revising, and delivering final, publication-ready deliverables. Her experience includes National Environmental Policy Act (NEPA) documents, technical reports, public engagement materials, manuals, research reports, and other deliverables for municipalities, planning organizations, special service districts, and DOTs.

EDUCATION

MA English, California State University-East Bay

BA English, Walla Walla University

PROFESSIONAL AFFILIATIONS

WTS

SELECTED EXPERIENCE

ITD | US-95, Palouse Region PEL Study, Latah County, ID | Technical Editor | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, Schweitzer Engineering Laboratories (SEL), and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Lisa edited public engagement content, including public meeting materials and collateral, and technical reports, such as for traffic, mobility, and logical termini.

ITD | Snake River Crossing Study, Twin Falls County, ID | Technical Editor | Horrocks is leading public engagement and communications for this study, developing and implementing a collaborative outreach process that includes interviews with local agencies, formation of executive, technical, and community working groups, clear messaging, public meetings, and ongoing stakeholder engagement and documentation. The study addresses long-standing mobility challenges created by the limited number of aging Snake River Canyon crossings, with the US-93 Perrine Bridge projected to reach functional capacity within the next decade, and will evaluate capacity improvements and potential new crossing locations to support a long-term regional mobility vision for South Central Idaho. Lisa is leading the technical editing efforts for public engagement materials, including reports, flyers, and other types of collateral.

ITD | SH 55, Pear Ln. to Middleton Rd., Nampa, ID | Technical Editor | Horrocks recently completed the preliminary design and Categorical Exclusion NEPA document for the 10-mile expansion of SH-55. Horrocks supported RBCI's public and agency outreach efforts by developing innovative online GIS tools to communicate design alternatives; engaging directly impacted property owners through in-person and online meetings; leading stakeholder scoping activities; supporting public meetings by implementing new communication platforms aimed at engaging the public during the COVID-19 pandemic; and presenting project information to cities, counties, highway districts, Community Planning Association of Southwest Idaho (COMPASS), ITD leadership, and Federal Highway Administration (FHWA) operations engineers. Support included creating collateral such as informational videos, mailers, surveys, and maintaining communication databases and systems such as a GIS stakeholder database and a project hotline. Lisa worked with the project team to complete technical editing reviews for an Environmental Assessment. She edited, formatted, and applied branding to the traffic report and aquatic resources delineation report.

EDUCATION
BS Business Administration and Fine Arts, Seattle Pacific University

PROFESSIONAL AFFILIATIONS
WTS

Shauna Tefft | Sr. Public Engagement Specialist

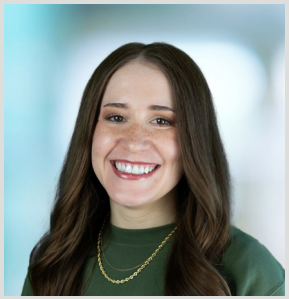
Shauna brings more than two decades of experience in transportation marketing and construction management. She leads Horrocks' public engagement efforts in Idaho, facilitating public and stakeholder meetings, overseeing graphic design, and developing communication plans. Shauna specializes in government awareness campaigns and understands the tactics, channels, and messaging that resonate with communities. She has led strategic communication projects and created marketing campaigns for ITD and the OHS, including messaging strategies, branding, video production, website design, and digital asset creation. Shauna's work spans local, regional, and state entities, and she is skilled at navigating sensitive community issues to develop clear, diplomatic solutions.

SELECTED EXPERIENCE

ITD | US-95, Palouse Region PEL Study, Latah County, ID | Public Engagement Lead | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, SEL, and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Shauna works closely with ITD and our active transportation planners and environmental specialists to support a comprehensive review of environmental, social, and economic planning efforts.

ITD | I-90, WA State Line to Sherman Ave., Kootenai, ID | Public Outreach Lead | Horrocks supported ITD in studying a 15-mile corridor of I-90 to identify improvements that modernizes the system, reduces crashes, and saves drivers' time. Our team's public engagement efforts included providing consistent and clear information, as well as building trust and gathering feedback from key stakeholders and the public. Public engagement tasks included brand creation, key messaging, webpage development, presentation materials, mass outreach materials, such as overview flyers and mailers, media support, one-on-one stakeholder meetings, stakeholder workshops and community meetings, open houses, and maintaining communication databases and systems such as a GIS stakeholder database. Shauna crafted messaging strategies, public engagement plans, and hosted an in-person and online open house. These efforts paid off, with two of the top 10 news stories for the *Spokesman-Review* 2022 dedicated to the project, driving online engagement, and responses from the public.

ITD | SH-55, Smiths Ferry to Round Valley, Valley County, ID | Public Engagement Support | Horrocks provided public engagement services during construction on SH-55 as crews widened shoulders, reduced roadway curves, and installed guardrail to improve safety and mobility along this heavily traveled and high-risk route between Boise and McCall. Because construction required hillside blasting and full road closures, the public engagement team used established relationships and a mix of personalized outreach, a project web page, mass emails, social and traditional media, and real-time traffic text alerts to keep stakeholders and the traveling public informed. They also managed crisis communications during unplanned closures, providing timely and proactive updates to notify, educate, and build trust with all audiences. Shauna supported this effort by helping create a robust stakeholder database and delivering consistent communication to both stakeholders and the public.



EDUCATION
BS Journalism, University of Idaho

Tess Fox | Public Engagement Specialist

Tess has seven years of experience in communications, marketing, and public engagement, including project management, public communications, and branding. She is a deadline-driven public engagement specialist who thrives in fast-paced, high-pressure environments. Tess' journalism background strengthens her project management skills and gives her a strong understanding of municipal issues and public perception. She has supported transportation, water, and sewer projects for the Utah Department of Transportation (UDOT) and other municipal entities, where she has consistently produced high-quality content, guided communication strategies, and effectively de-escalated stakeholder interactions.

SELECTED EXPERIENCE

Ada County Highway District (ACHD) | Marigold St., Garrett St. to Glenwood St, Garden City, ID | Public Engagement Specialist | Horrocks is providing planning, analysis, and concept-level design services for a multimodal corridor study, evaluating options to improve safety and mobility. The study will assess existing and future conditions, bicycle and pedestrian connectivity, Americans with Disabilities Act (ADA) and lighting needs, traffic operations and potential signal warrants, access management, and the need for the existing center turn lane. All work will be completed in accordance with Idaho Standards for Public Works Construction (ISPWC) specifications and to support ACHD's decision making and future design phases. The team will meet and develop relationships with key stakeholders such as city partners, active transportation advocates and other community leaders. A public meeting will be used to gather additional feedback from the public. Tess will lead the stakeholder meetings as the project representative and facilitate conversation between the project team and key groups. She will also lead and execute the public meeting, interacting with stakeholders to gather feedback.

ACHD | Linder Rd., US 20/26 to SH-55 Phase 2, Eagle, ID | Public Engagement Specialist | Horrocks is collecting project data through public engagement activities, survey services, stormwater analysis, and preliminary design to support future design phases in accordance with ACHD's adopted corridor concept. The study also includes geotechnical investigation. Our team is developing deliverables that align with ACHD's goals, coordinating closely with stakeholders and utility providers, and organizing all collected information to effectively inform subsequent design phases and phase construction. We will meet and develop relationships with key stakeholders such as city partners, active transportation advocates and other community leaders. A public meeting will be planned and held to gather additional feedback from the public. Tess will lead the planning and execution of stakeholder meetings and a public meeting, and oversee content creation, boots-on-the-ground efforts and documentation of public engagement activities.

West Valley City/UDOT | Lancer Way Reconstruction, 2700 W. to 3200 W., West Valley City, UT | Public Engagement Lead | Horrocks provided public engagement and construction management services on this local road reconstruction project, which added new drainage systems, sidewalk, park strip and other beautification. This section of road contained houses, condos and a Section 8 housing complex, as well as West Valley City Hall and West Valley's Utah Transit Authority (UTA) bus and Trax station. Granger High School and a major shopping center were located on either end of the project. Major traffic impacts were needed as part of the reconstruction, including one-way traffic, rolling road closures and driveway closures. Tess drove the day-to-day public engagement activities, including construction meeting attendance, strategy and implementation of public outreach and de-escalating stakeholder concerns. She worked closely with the project team to address concerns with residents, primarily around right-of-way agreements.

EDUCATION

BA Integrated Media and Strategic Communications, Boise State University

Abbey Gatlin | Public Engagement Specialist

Abbey has three years of experience working in communications, collaborating with municipal, state, federal, tribal, and non-government organizations. She specializes in developing strategic communication materials, including stakeholder outreach content, public comment responses, and public meeting materials. Abbey's experience also includes managing email and social media communications, maintaining project websites, preparing presentation materials, creating signage and flyers, organizing stakeholder databases, and supporting workshops and engagement activities. She also contributes to project planning by assisting with scope development, identifying focus areas and strategies, and participating in project team meetings. With over 20 years of service in the U.S. Air Force and Air National Guard, Abbey brings strong leadership, collaboration skills, and a proven ability to engage diverse stakeholders.

SELECTED EXPERIENCE

ITD | US-95, Palouse Region PEL Study, Kootenai County, ID | Public Engagement Specialist | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, SEL, and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Abbey supports stakeholder outreach and public communications by distributing project updates and coordinating invitations for working group and public meetings through email and social media channels. She reviews presentation materials for QC and maintains project website content to ensure timely and accurate information.

ITD | I-90, US-95 IC, Kootenai County, ID | Public Engagement Specialist | Horrocks is providing public engagement for this IC improvement project that emerged from the I-90 Corridor Study completed in 2023. The goal of the IC project is to enhance safety and improve mobility in anticipation of traffic volumes doubling by 2045. The initial design included the US-95 bridge over Appleway Ave., along with streamlined access to route. Public feedback from the initial stakeholder meetings and open house highlighted concerns about business access and proposed travel routes. In response, the ITD team reassessed the design alternatives using updated traffic data and made revisions while still providing safe and efficient traffic flow. Feedback from the second round of stakeholder meetings and open house showed that, while some frustrations persisted, participants appreciated ITD's efforts to address community concerns. Final design decisions will be made in the coming months, incorporating this second round of community input and ongoing collaboration with key organizations, business owners, and property owners. Abbey supports public information efforts by maintaining project website content and posting updates to keep the public informed. She develops communication materials, including signage and flyers, to share construction updates and travel impacts.

ITD | Strategic Highway Safety Plan (SHSP), Statewide, ID | Public Engagement Specialist | Horrocks is supporting the development of Idaho's SHSP, which provides a statewide framework for coordinating highway safety goals, priorities, and programs aimed at reducing fatalities and serious injuries on Idaho roadways. The SHSP is developed through collaboration with safety partners across the state to identify priority safety strategies, strengthen partnerships, and align behavioral and infrastructure approaches that improve safety on all public roads. Abbey supports project planning and coordination by assisting with scope development, contributing to focus areas and strategies, and participating in project meetings. She assists with stakeholder outreach by organizing contact databases and drafting communications for workshops and engagement activities.

EDUCATION
BS Social Work,
Weber State University

Alyssa Apaza | Database Administrator

Alyssa has four years of experience supporting stakeholder outreach and engagement for municipal and transportation projects. She works closely with organizations and community members early in the process to build relationships, understand concerns, and create meaningful opportunities for participation. Alyssa is experienced in grassroots outreach methods that help reach underrepresented audiences and gather input that genuinely reflects community needs. She is skilled at identifying potential project impacts and communicating them in clear, accessible language that supports transparency and public trust. Alyssa also leads Horrocks' public engagement documentation system, ensuring all external interactions are accurately tracked, well organized, and ready for timely export to support reporting requirements and informed project decision-making.

SELECTED EXPERIENCE

ITD | SH-55, Farmway Rd. to Middleton Rd., Canyon County, ID | Public Engagement Coordinator | Horrocks provided the designed of 10 miles of roadway widening on SH-55. This project received partial Federal-aid funding, underwent a FHWA audit, and the design was approved by FHWA. Our team supported ITD by delivering a comprehensive public engagement program that included updating the PEP, maintaining the stakeholder database, and preparing coordinated communications such as talking points, fact sheets, FAQs, status reports, and outreach summaries. The team facilitated ongoing communication with ITD, developed outreach materials and multimedia content, and managed public inquiries and documentation through ProjectWise. Horrocks staff also planned and executed a range of public engagement activities, including business outreach, pop-up events, public meetings (in-person and virtual), and targeted outreach to underserved populations, while producing the necessary presentations, displays, website updates, and interactive tools to inform the public and gather meaningful feedback. Alyssa compiled all public engagement documentation, including tracking public comments and facilitating right-of-entry forms for impacted properties by sending required letters and conducting follow-up to ensure all documentation was accurate.

ITD | SH-55, Smiths Ferry to Round Valley, Valley County, ID | Public Engagement Coordinator | Horrocks provided public engagement services during construction on SH-55 as crews widened shoulders, reduced roadway curves, and installed guardrail to improve safety and mobility along this heavily traveled and high-risk route between Boise and McCall. Because construction required hillside blasting and full road closures, the team used established relationships and a mix of personalized outreach, a project web page, mass emails, social and traditional media, and real-time traffic text alerts to keep stakeholders and the traveling public informed. They also managed crisis communications during unplanned closures, providing timely and proactive updates to notify, educate, and build trust with all audiences. Alyssa oversaw public engagement documentation and reporting by gathering, exporting, and combining all stakeholder interactions (hotline, email, and meetings) and tracking every public outreach effort, including mass emails, text messages, social media posts, and website updates, to create complete and accurate project records.

UDOT | I-15, Shepard Lane IC, Farmington, UT | Public Engagement Coordinator | Horrocks provided public engagement services by managing the project hotline, responding to stakeholder inquiries, and documenting all interactions to support implementation of the Design PEP. The team maintained consistent communication with the public, resolved issues raised through calls and emails, and ensured all outreach activities were accurately tracked and reported. Alyssa organized stakeholder meetings, managed hotline and email accounts, coordinated and distributed outreach materials to cities, partner organizations, and the public, facilitated meeting needs, documented meeting notes, and compiled all interactions and outreach records into the project database for reporting purposes.

EDUCATION
BA Design, Utah Valley University

Eliza Mortimer | Graphic Designer

Eliza brings eight years of graphic design experience with a strong background in graphic design, supporting our public engagement team for both infrastructure project teams and internal communications. She has developed comprehensive communication materials, including social media content, digital ads, and a wide range of public outreach materials, including flyers, mailers, and large-format boards for a variety of municipal and state government agencies throughout the Intermountain West. Eliza produces high-quality 3D maps and roadway typical sections that strengthen transportation and planning proposals. She is proficient in Adobe Illustrator, Photoshop, InDesign, Premiere Pro, and After Effects; experienced with Maxon Cinema 4D; and skilled in visual communication, layout design, and print production.

SELECTED EXPERIENCE

ITD | US-95 IC, Emma Ave. to Neider Ave., Kootenai, County, ID | Graphic Designer | Horrocks is providing public engagement services, environmental documentation, traffic analysis, construction phasing, and ITS and lighting design for the US-95 corridor between Emma Ave. and Nieder Av. As part of the larger effort to improve I-90 from the Washington state line to eastern Coeur d'Alene, this segment includes evaluating a proposed grade separation at Appleway Ave. and US-95, located just north of I-90. Public engagement began at the start of the study, employing various online and in-person tactics to engage regional and local stakeholders as individual projects developed. These efforts, which included branding, key messaging, outreach materials, and community meetings, facilitated ongoing communication, fostered trust with stakeholders, and enabled the collection of public feedback for community-supported solutions. Eliza supported the project by designing event boards, mailers, flyers, social media graphics, and project maps. Her work ensured all outreach materials were visually clear, consistent, and aligned with the project's communication goals.

ITD | US-95 Palouse Region PEL Study, Kootenai Co., ID | Graphic Designer | Horrocks is assisting ITD in determining investments in the transportation network of the Palouse Region by addressing traffic volumes and predicting growth. This research will help ITD better understand environmental considerations, community objectives, and future growth patterns. Our team has organized and conducted 46 interviews with key stakeholders, including the Moscow City Council and Mayor; community development officials; public works and engineers; and representatives from Gritman, the University of Idaho, SEL, and the public. We used their feedback to develop a transportation vision, a draft purpose and need statement, and identify potential alternatives. Through this study, our staff learned about the transportation interests of the Moscow community, including safety, context-sensitive designs that consider commerce, local culture, and history. Eliza provided graphic design support by developing new corridor concept maps and designing all public-facing materials, including event graphics, meeting boards, mailers, door hangers, flyers, and social media posts, to support the Summer 2025 public meeting and overall outreach effort.

ITD | S. Jefferson County Traffic Study, Jefferson County, ID | Graphic Designer | Horrocks is providing public engagement, planning, and traffic engineering services to develop a high-level program of improvements that reduce congestion and address safety across S. Jefferon County. The public engagement activities include maintaining a stakeholder database facilitating community stakeholder meetings, creating mailers and ads, meeting materials and coordination with ITD's project webiste. Eliza developed maps, graphs, charts, event board layouts, and meeting graphics for the February 2026 public meeting, along with flyers and a mailer to support outreach. She also produced digital-ready graphics that were expected to be shared on the project website.

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

4. The Firm certifies, by signing this form that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form or shall attach an explanation to this form.

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

Horrocks LLC Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	On-Call Public Engagement Services for Integrated Capital Management Projects Program Title (Type or Print)
Brian Atkinson, PE Name of Certifying Official (Type or Print) Chief Operations Officer Title of Certifying Official (Type or Print)	Brian G. Atkinson Signature 3/23/26 Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Horrocks LLC

Organization:

2162 W Grove Pkwy #100

Street address:

Pleasant Grove, UT 84062

City, State, Zip:

Brian Atkinson, PE

CERTIFIED BY: (type or print)

Chief Operations Officer

TITLE:

Brian G. Atkinson

(signature)

3/23/26

(date)

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

March 9, 2026

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #6488-26 – On-Call Public Engagement Services for Integrated Capital Management Projects

This Addendum 1 to the above identified Request for Proposals is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **Q:** Are you open to virtual support or prefer in-person?

   A: Some of the work would be completed in-person such as facilitation of public workshops, open houses, pop-ups, and community events and other work could be conducted virtually.

2. **Q:** To ensure we follow the City's instructions correctly, can you please confirm that the maximum five single-sided page limit applies collectively to Sections 3.3, 3.4, and 3.5? Given the level of detail requested for the draft example project and detailed budget, we want to confirm that five pages is the intended limit.

   A: The five-page limit is the total page amount for sections 3.3, 3.4, 3.5. As noted in section 3.1, Letter of Submittal, Resumes and Certification Regarding Debarment and Lobbying Form (if grant funded) are not included in page limit.

3. **Q:** Can you please confirm if the page limit of 5 pages is per proposal (technical, management, and cost for a total max of 15 pages) or if the 5-page limit is inclusion of all three proposal elements?

   A: See Question/Answer #2 above.

4. **Q:** When developing the cost proposal based on an example project, should this example project included the example tasks outlined in the technical proposal?

   A: Yes.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: ACKNOWLEDGE ADDENDUM RECEIPT IN PROCUREWARE "RESPONSE" TAB OR WITH A SIGNED COPY OF THIS ADDENDUM SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Horrocks LLC

Company

Authorized Signature

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

March 17, 2026

ADDENDUM NO. 2

REQUEST FOR PROPOSALS #6488-26 – On-Call Public Engagement Services for Integrated Capital Management Projects

This Addendum 2 to the above identified Request for Proposals is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **Q:** Would a graphical cover be included or excluded from the page count?

   A: One graphical cover page is acceptable and is exempt from the page count limit.

2. **Q:** Will selected Vendors/Firms need to compete in additional rounds of procurement for individual projects under this contract, or will work be assigned directly to Vendors/Firms awarded under this RFP?

   A: The intent is to assign work directly under contract on an as-needed basis. The contracts will be optional use, and the City reserves the right to solicit a project separately if determined to be in the best interest of the City.

3. **Q:** If the Vendor/Firm has never been involved in lobbying, how do we indicate that on Attachment 2?

   A: Signature on Attachment 2 in the signature sections is sufficient for submitting with the Firm's Proposal. Disclosure of Lobbying Activities, if applicable while under contract, is through the Office of Management and Budget by completing the "Disclosure of Lobbying Activities" form following the instructions provided with the form.

4. **Q:** How much advance notice does the City anticipate providing to selected Vendors/Firms when project support is needed?

   A: A reasonable amount of notice will be provided.

5. **Q:** What ratio of in-person versus virtual engagement support does the City anticipate?

   A: The ratio will vary depending on individual project needs.

6. **Q:** Are there City branding or communications guidelines that Vendors/Firms should follow?

   A: Any applicable branding or communication guidelines will be discussed as needed based on individual projects.

7. **Q:** Please confirm that Vendors/Firms will not be responsible for advertising the engagement campaigns or paying any associated costs; these responsibilities and expenses will be handled by the City.

   A: The City will pay for engagement advertising campaigns, but Firms under contract will be expected to provide assistance and/or coordination to ensure such campaigns are successful.

8. **Q:** How does the City define "youth-focused"?

   A: The City does not define youth-focused. Colloquially, it is understood that youth are persons under the age of 25. Audiences will be discussed as needed per project.

9. **Q:** Are youth expected to be the primary demographic for this effort or one of several priority audiences?

   A: Youth are only one of several potential audiences to be discussed as needed per project.

10. **Q:** Has the City identified preferred or historically effective engagement methods for the public and stakeholder groups?

    A: The City does not have a current preference. The City is seeking Proposals from Firms with the expertise to perform these types of tasks and will evaluate Proposals as identified in the evaluation criteria.

11. **Q:** Does the City anticipate requiring multilingual engagement (written translation or interpreters)? If so, is it appropriate to assume the City will be responsible for arranging and paying for those services?

    A: Translation and interpreter needs will vary by project and will be discussed as needed to determine which party will arrange for the work. The City would pay for work requested.

12. **Q:** Please confirm whether the City will arrange and pay for costs associated with third-party services referenced in section 2.1.

    A: Third-party costs would be covered by the City, but Firms under contract may be expected to provide assistance and/or coordination to be discussed per project.

13. **Q:** Will the City's communications staff be accessible for collaboration and for access to city communication channels (e.g., social media, newsletters, website postings)?

    A: Primary contact will be with individual City project managers who may coordinate with City communications staff as needed.

14. **Q:** In section 3.2C, the term "participating Agencies" is used. Does this refer only to the City of Spokane, or could other agencies participate in engagement activities under this contract?

    A: The City of Spokane is the only agency expected but could potentially include other agencies depending on specific projects.

15. **Q:** For individual projects, will there typically be a designated City staff sponsor or project, or could decision-making authority reside with elected officials or City Council?

A: Decisions made related to work performed under these contracts should not need Council or elected official approval. The City would manage approval of City Council or elected officials if needed.

16. **Q:** In section 3.4A, what kind of documentation is the City looking for in 3.4A? E.g., copy of business license, a written statement that we have 5 years of experience?

    A: Documentation is not specifically identified as a document such as business license. It is the Firm's choice on how to document and demonstrate that they meet the minimum qualifications as identified in Paragraph 3.4A.

17. **Q:** In section 3.4B, the RFP asks for list of related contracts within the past 3 years. Trying to understand if we should include experience over the last 5 years rather than 3 years.

    A: In Paragraph 3.4B, the City is asking for a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts and to identify three (3) specific references from that list which is separate from Paragraph 3.4A describing how Firm meets minimum requirements in Paragraph 1.3 "Minimum Qualifications".

18. **Q:** What information should be included in the Pricing tab, and should the same information also be duplicated in Section 3.5?

    A: There no pricing tab in ProcureWare associated with this Request for Proposals so pricing information shall be submitted with Proposal as identified in Paragraph 3.5 "Cost Proposal".

19. **Q:** Has the City previously engaged Vendors/Firms to assist with stakeholder or community engagement? If so, are there lessons learned or best practices the City would like Vendors/Firms to consider when responding to this request?

    A: The City has previously contracted with Vendors/Firms for engagement services. The City will evaluate Proposals submitted in response to this Request for Proposals content.

20. **Q:** Approximately how many engagement projects does the City anticipate issuing annually under this contract?

    A: This has not been determined.

21. **Q:** Can you please clarify what exactly would be included in reimbursable expenses and what isn't? Our team wants to scope correctly. This section was a bit confusing:

    SERVICES/THIRD PARTY FEES NOT INCLUDED
    Any other services or fees, including but not limited to the following, are not included under contract:
    - *Reimbursable expenses such as printing, postage, event registration fees, & venue fees*
    - *Incentives and/or payments for participation (e.g., gift cards, vouchers, cash)*
    - *Labor for third party services (e.g., translator, childcare provider)*

    The Firm will perform the services described above as requested on a labor fee plus expense basis. The Firm will not exceed the total maximum fee without written authorization from the Client. Labor fee will be billed on an hourly basis according to our then-current rates. For reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at cost.

    One question came up, if we need to do a mailer, would we do the design, but the City would execute the mailing? Another one, can we bill our accounting service or does that need to be included in our rate? What specifically can we and can we not add as direct expenses in our scope. Thank you!

    A: The City would pay printing and mailing costs. Accounting services should be included as part of the Cost Proposal. The Firm should consider any overhead, staffing, business functions etc. needed to accomplish work that is typical for being in business providing engagement services and to be included as an hourly rate. Services provided by a third party will be determined at time of project discussion and will be coordinated and provided by Firm and a reimbursed expense.

22. **Q:** 4.3 Evaluation Scoring: The Technical Proposal lists 90 points, of which 80 are accounted for in the second column. What items are being evaluated for the remaining 10 points?

    A: This is a typographical error. For the Technical Proposal, the percentage is correct and the points in the line items should be 45 and 45.

23. **Q:** Confirming that the draft proposal for example work detailed in 3.3 does not require full agendas, copy of survey, presentation deck etc. If this is required do these materials count against the page limit?

    A: Specific documents such as a presentation deck, surveys, etc. are not expected as part of a Proposal response. It is Proposer's responsibility to create their proposed approach, methodology and work plan based on the language in Paragraph 3.3 "Technical Proposal" for their Proposal.

24. **Q:** Does sample budget required in 3.5 Cost Proposal count against the 5 page proposal limit?

    A: Yes.

25. **Q:** Section 3.2 of the RFP indicates, "The Firm will comply with all terms and conditions set forth in the RFP, unless otherwise agreed by the City." If we have proposed exceptions to the terms and conditions for the City's consideration, should we include them specifically in our proposal, or will these items be negotiated post-selection?

    A: One of the line items in the ProcureWare response tab states: "Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.". Follow the instructions as provided and if there are exceptions, that page containing only the exceptions is exempt from the five (5) page limit.

26. **Q:** For section 3.3 Technical Proposal part A says to include any creative approaches and supporting documentation. Does documentation count against the total 5 page limit?

    A: The five (5) page limit is the total page amount for sections 3.3, 3.4, 3.5. As noted in section 3.1, Letter of Submittal, Resumes and Certification Regarding Debarment and Lobbying Form (if grant funded) are not included in page limit. Terms and Conditions exceptions if requested by Proposer are provided on a separate page and are also exempt from the page limit.

27. **Q:** Under 3.4 Management Proposal part B do the projects/contracts listed have to be complete?

    A: Follow the language as written in Paragraph 3.4 "Management Proposal": Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses.

Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

28. **Q:** What means of communication and frequencies are expected between the City and the Firm?

A: Frequency will be determined as needed per project basis. Methods include phone, email, and meetings.

29. **Q:** What level of support does the City intend to provide on an individual outcome basis? For example, would the City be supporting in preparing materials (e.g. conceptual plans, maps, etc.) for Open Houses?

A: This will be discussed and determined per project.

30. **Q:** Can you provide an example of a capital project that the awarded Firm would be assisting with?

A: The City recently completed engagement with internal staff for the Grand Blvd. Restriping from 14th Ave. to 29th Ave. project, but this is an example we may have used an external consultant for.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: **ACKNOWLEDGE ADDENDUM RECEIPT IN PROCUREWARE "RESPONSE" TAB OR WITH A SIGNED COPY OF THIS ADDENDUM SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

The undersigned acknowledges receipt of this Addendum.

Horrocks LLC

Company

Authorized Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2025

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : National Union Fire Insurance Company of P — 19445 INSURER B : Allied World Insurance Company — 22730 INSURER C : AIU Insurance Company — 19399 INSURER D : Lexington Insurance Company — 19437 INSURER E : Allied World Surplus Lines Insurance Compa — 24319 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W43355806 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	042670158	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	042670159	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			0314-9729	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	042670162	12/31/2025	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			012147867	12/31/2025	12/31/2026	Each Occurrence excess of	$5,000,000 $5,000,000

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

per written contract

The Certificate Holder included as an Additional Insured as respects to General Liability and Auto Liability. The General Liability and Auto Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by The Certificate Holder. Waiver of Subrogation applies in favor of The Certificate Holder
SEE ATTACHED

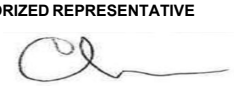
CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls BLVD
Spokane, WA 99201-3306

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

with respects to General Liability, Auto Liability, and Workers Comp, as permitted by law.

INSURER AFFORDING COVERAGE: Allied World Surplus Lines Insurance Company NAIC#: 24319
POLICY NUMBER: 0313-8987 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liab incl Pollution	Each Claim Limit	$5,000,000
	Policy Aggregate	$5,000,000

INSURER AFFORDING COVERAGE: AIU Insurance Company NAIC#: 19399
POLICY NUMBER: 042670161 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation (WI)	E.L. EACH ACCIDENT	$1,000,000
& Employers Liability	E.L. DISEASE - EA EMP	$1,000,000
Per Statute	E.L. DISEASE-POL LMT	$1,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
POLICY NUMBER: 042670160 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability - MA	Combine Single Limit	$5,000,000
Any Auto	Each Accident	$2,000,000

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SR ID: 29127467 BATCH: 4258614 CERT: W43355806

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HORROCKS LLC

Business name: HORROCKS LLC

Entity type: Limited Liability Company

UBI #: 602-884-898

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1325 W 1ST AVE
SPOKANE WA 99201-4135

Mailing address: 1325 W 1ST AVE
SPOKANE WA 99201-4135

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Dec-31-2026	Mar-07-2018
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Dec-20-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
O'ROURKE, EDWARD (TED)	

Owners and officers	Title
RENSHAW, MICHAEL	
SANNER, DAN	
SWENSON, ROBERT	
TRILON GROUP, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BELSBY - HORROCKS	Active	Jan-28-2020
BELSBY ENGINEERING	Active	Jan-28-2020
HORROCKS LLC	Active	Nov-21-2023

The Business Lookup information is updated nightly. Search date and time: 6/2/2026 9:57:17 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/2/2026		
Clerk's File #	OPR 2026-0561		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	RFP 6488-26
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (KIMLEY-HORN)		

Agenda Wording

On-call contract for public engagement services with the Kimley-Horn and Associates, Inc., for $150,000.

Summary (Background)

ICM is establishing an on-call public engagement contract for future public engagement needs.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 150,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Will be funded with project budgets as needed.

Amount		Budget Account
Expense	$ 150,000	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Local funds but will vary by project.

Expense Occurrence	One-Time

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

Expenses will be part of overall project-specific costs.

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

Distribution List

Brent C. Crowther, brent.crowther@kimley-horn.com	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	kpicanco@spokanecity.org
eraea@spokanecity.org	

City Clerk's OPR 2026-0561

City of Spokane

CONSULTANT AGREEMENT

Title: ON-CALL PUBLIC ENGAGEMENT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KIMLEY-HORN AND ASSOCIATES, INC.**, whose address is 601 West 1st Avenue, Suite 1400, Spokane, Washington 99201, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Public Engagement Services for the Integrated Capitol Management Department; and

WHEREAS, the Consultant was selected through RFP 6488-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and ends on December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) one (1) year renewals.

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

3. SCOPE OF WORK.
The Scope of Work for this Agreement is described in Consultant's Response to RFP 6488-26 and their Proposal dated March 23, 2026 is attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total compensation for Consultant's on-call services under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00)**, plus tax if applicable and in accordance with the Consultant's Fee Schedule in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

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

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

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

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

17. CITY ETHICS CODE.
A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said

services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded

as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

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

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

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

J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

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

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

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

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

KIMLEY-HORN AND ASSOCIATES, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B –Consultant's Response to RFP 6488-26 and Proposal dated March 23, 2026

26-129

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 6488-26
Bid Title	On-Call Public Engagement Services for Integrated Capital Management Projects
Due Date	Monday, March 23, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Kimley-Horn and Associates, Inc.
Submitted By	Taylor Michaels - Monday, March 23, 2026 11:22:02 AM [(UTC-08:00) Pacific Time (US & Canada)] mp.marketing@kimley-horn.com
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED WITH EXCEPTION IDENTIFIED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Proposer certifies that his/her Firm is not a nuclear weapons producer.	YES

	8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
	9	Proposer has signed and included Attachment 2 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	10	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Kylee Jones, AICP, ENV SP 509.213.4378 kylee.jones@kimley-horn.com
	11	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Brent C. Crowther, PE, PTOE, RSP1 385.420.0941 brent.crowther@kimley-horn.com
DOCUMENTS TO UPLOAD			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	Kimley-Horn Proposal for On-Call Public Engagement for ICM.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	
	3	Upload signed Attachment 2 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	
	5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	

PROPOSAL FOR

On-Call Public Engagement Services for Integrated Capital Management Projects

RFP NUMBER 6488-26 • MARCH 23, 2026

PREPARED FOR
CITY OF SPOKANE

PREPARED BY
Kimley»Horn
Expect More. Experience Better.

3.2 LETTER OF SUBMITTAL

March 23, 2026

City of Spokane
915 N Nelson Street
Spokane, WA 99202

Kimley-Horn
601 W 1st Avenue, Suite 1400
Spokane, WA 99201

A. Kimley-Horn and Associates, Inc.
111 East Broadway, Suite 600
Salt Lake City, UT 94111
Brent C. Crowther, PE, PTOE, RSP$_1$
385.420.0941
brent.crowther@kimley-horn.com

B. Kimley-Horn and Associates, Inc. is a corporation. Under this contract, we will perform work from the following office:

601 W 1st Avenue, Suite 1400
Spokane, WA 99201

C. Kimley-Horn confirms that, to the best of our knowledge, there are no current or former employees from the participating agencies employed by or on the firm's governing board.

D. Kimley-Horn and our team meet and exceed the minimum qualifications identified in the Request for Proposals (RFP), with more than 5 years of experience providing public engagement services for public-sector clients. Kimley-Horn is licensed to do business in the state of Washington and is prepared to begin work immediately upon contract award.

E. Kimley-Horn acknowledges and agrees to comply with all terms and conditions set forth in the RFP and associated addendum, unless otherwise agreed to by the City of Spokane.

Dear Members of the Selection Committee,

The City of Spokane's (City) Integrated Capital Management (ICM) Department requires an engagement partner that can quickly scale services, tailor approaches to individual project needs, and integrate seamlessly with City staff, schedules, and budgets. The Kimley-Horn team, led by Project Manager Kylee Jones, AICP, ENV SP, brings deep experience delivering on-call public engagement programs that combine strategic planning, inclusive outreach, and clear documentation to help agencies make informed, community-supported decisions. Our approach emphasizes transparency, accessibility, and adaptability—resulting in engagement strategies that are rightsized for each project while maintaining consistency with City goals and expectations. Our team offers the following benefits:

Comprehensive Communications Team. Kimley-Horn will leverage the breadth of our staff to deliver outstanding results for ICM. Our team includes public involvement specialists who expertly lead virtual and in-person meetings, craft standout social media packages, and use proprietary software such as KollabSpace and PublicCoordinate to collect and present data from the public in a simple yet visually impactful way. Our in-house graphic design team and marketing specialists develop cohesive written and visual messaging for a variety of audiences. Additionally, our graphic design experts create inspiring and relevant branded content that ties all documents together with a "wow factor." These disciplines collaborate on projects daily, fostering familiarity with the software, processes, and methodologies, which leads to high effectiveness, efficiency, and impressive overall results.

We are committed to maintaining the high standards of communication and documentation that ICM expects, providing seamless coordination and successful project outcomes. We look forward to continuing our collaboration and contributing to the ongoing success of ICM's initiatives.

Transportation Planning and Engineering Experts. Our collective Kimley-Horn team is poised to provide engagement and technical expertise so nothing is lost in translation. This means that all deliverables, including reports, meeting minutes, and summaries, will be vetted in-house and refined for understanding prior to presenting them to ICM and stakeholders. This enhances the quality of all deliverables and reduces comment resolutions and revisions. This approach has led to successful project outcomes across various other projects. Together, we bring a wealth of experience in a variety of disciplines, coupled with creativity, to deliver high-quality outcomes that meet and exceed expectations.

On-Call Experience & City Process Knowledge. We are ready to step in quickly and effectively because we already know how the City moves work forward. Our on-call support on the Spokane Falls Boulevard corridor and intersection improvement projects has enabled us with the knowledge of who to coordinate with, the approval process, and what clear, timely communication looks like. We will keep engagement activities efficient and transparent.

Our team is fully prepared and eager to lead or participate in any public engagement project. Locally based in Spokane, our team is available for in-person or virtual meetings with ICM and stakeholders at a moment's notice. We appreciate the opportunity to partner with the City to provide flexible, responsive, and high-quality public engagement services that support planning, design, and implementation of capital projects across Spokane. If you have questions regarding this proposal or require additional information, please do not hesitate to contact Kylee at kylee.jones@kimley-horn.com or 509.213.4378.

Sincerely,

KIMLEY-HORN

Kylee Jones, AICP, ENV SP
Project Manager

Brent C. Crowther, PE (UT), PTOE, RSP$_1$
Transportation and Traffic Engineer/Authorized Signer

3.3 TECHNICAL PROPOSAL

A. Project Understanding and Approach

Project Understanding

ICM projects span a range of early-phase capital efforts, including corridor studies and conceptual design, traffic and intersection improvements, stormwater and utility coordination, and other City-led infrastructure projects. These efforts require engagement appropriately scaled to the project phase and that supports informed decision-making as projects advance.

These projects often involve changes, improvements, or modifications to active streets and infrastructure systems that directly affect businesses, residents, and daily users. Improvements to access, parking, roadway configuration, and multimodal facilities can create competing priorities, requiring clear communication of tradeoffs and constraints. As your public engagement on-call team, we understand that task orders will vary in scope and complexity, and we will keep engagement approaches flexible and responsive to support a range of City priorities.

Through our current on-call work with the City, including engagement for the Spokane Falls Boulevard corridor and intersection improvement projects, we understand the City's coordination processes, communication expectations, and the importance of aligning engagement with technical milestones. Effective engagement must be targeted, timely, and directly tied to decision points so input can be meaningfully incorporated into project outcomes. **Many of these projects are also highly visible and can generate strong public interest, requiring a thoughtful and well-coordinated approach to communication and outreach.**

Proposed Approach

We design engagement strategies tailored to each project's scale, impact, and stakeholder complexity. At the outset of each assignment, we develop a project-specific public engagement plan that defines the appropriate level of engagement, identifies key stakeholders, and outlines where community input can most meaningfully inform project decisions. This creates engagement efforts that are focused, efficient, and aligned with project timelines and decision-making needs.

We then implement targeted engagement methods and tools based on this framework, selecting approaches that are appropriate to the project context and intended audience.

Engagement methods and tools may include:

- **Focused stakeholder meetings** with businesses, property owners, and corridor users to understand operational needs
- **Pop-ups and intercept engagement** to reach people who may not attend formal meetings
- **Online surveys and interactive tools** to broaden participation and gather input
- **Targeted outreach** through mailers, schools, and community partners to reach specific audiences
- **Visual materials**, including branded project flyers, graphics, conceptual designs, cross-sections, and short videos to clearly communicate design options and tradeoffs

Our in-house communications and graphic design team supports the development of consistent and visually compelling materials that translate technical concepts into accessible information.

Kylee brings nearly a decade of experience leading engagement for transportation and capital infrastructure projects, including for the City, delivering outreach strategies that are practical, targeted, and aligned with project needs. This approach emphasizes both the quality of participation and the usability of input, resulting in clear, actionable outcomes for decision-makers. **This approach allows us to focus not only on participation levels, but also on gathering input that can be clearly interpreted and applied to project decisions.**

Methodology for Management

Public engagement often involves navigating competing priorities, evolving project conditions, and varying levels of public interest. Our team actively manages these dynamics to keep engagement productive and aligned with project goals.

When challenges arise, we:

- **Facilitate smaller, targeted discussions** when broader forums do not lead to productive dialogue
- **Reframe conversations** around project tradeoffs to help stakeholders understand constraints and options
- **Adjust outreach strategies in real time** if participation is low or key audiences are not being reached
- **Increase partnership with community** organizations, schools, and local networks to expand outreach and improve participation
- **Clearly communicate decision boundaries** and project limitations to set expectations and reduce confusion

Through our work on Spokane Falls Boulevard and other City projects, we have experience managing situations where stakeholder preferences differ or where consensus is limited. Our focus is on maintaining forward progress while documenting input transparently and considering it in a meaningful way. **This allows the City to make informed decisions with a clear understanding of both community perspectives and project constraints.**

Project Management

Kimley-Horn will provide responsive and organized project management to support multiple concurrent task orders. Our team will coordinate closely with the City to track progress, manage schedules, and align deliverables with project priorities and timelines. We emphasize clear communication, timely execution, and consistency across assignments to support efficient on-call service delivery.

QUALITY CONTROL

Kimley-Horn implements a structured quality assurance/quality control (QA/QC) process for all deliverables, including outreach materials, summaries, and reports. Draft products undergo internal review to ensure clarity, consistency, and alignment with project objectives prior to City review. **Amalia Andrews** will serve in an advisory and QA/QC role, providing independent review and strategic guidance to maintain quality and consistency across task assignments.

RESOURCES ALLOCATION

Kimley-Horn uses internal resource planning tools to allocate staff efficiently across multiple task orders and confirm the availability of the appropriate team members. Our approach includes:

- **Use of Castaheads system** to plan and allocate staff across concurrent task orders
- **Monthly look-ahead planning** to anticipate the upcoming workload and coordinate staffing needs
- **Weekly internal milestone meetings** to align team members, track progress, and proactively address scheduling and resource needs

Our approach allows us to respond quickly to new assignments, maintain continuity, and scale resources as needed to support timely delivery.

B. Proposed Work Plan

The following work plan is based on the sample project scope provided by the City and reflects a typical sequence of engagement activities. Kylee will coordinate closely with City staff to align engagement efforts with technical work, project schedules, and communication goals. This approach is scalable and will be tailored to each assignment based on project complexity and the level of community interest.

TASK 1 – KICK-OFF AND COORDINATION

The Kimley-Horn team will begin each assignment with a kick-off meeting to confirm the scope, schedule, roles, decision points, and key issues. We will coordinate with the City's project manager and communications staff to establish clear messaging, preferred communication channels, and protocols for review and approval. We will document outcomes from the kick-off meeting and use them to finalize an engagement approach that aligns with the overall project schedule and technical work.

Deliverables ↘ **Agenda, Kick-off Meeting Summary, Engagement Outline/Schedule**

TASK 2 – LEADERSHIP COORDINATION

Our team will lead a coordination meeting with elected officials and/or City administrative staff to introduce the project and confirm priorities. Early alignment will help identify key considerations that may influence outreach and messaging.

Deliverables ↘ **Presentation Materials, Summary of Input**

TASK 3 – STAKEHOLDER MEETINGS

We will conduct two stakeholder meetings with key groups (e.g., businesses, neighborhood organizations, and property owners) to gather detailed perspectives early in the process. We will facilitate focused discussions to identify issues, opportunities, constraints, and refine project considerations.

Deliverables ↘ **Meeting Materials, Stakeholder Input Summary**

TASK 4 – COMMUNITY SURVEY

Our team will develop and administer a survey to gather input and reach audiences beyond in-person meetings. We will draft survey content that explains the project context and asks questions that yield actionable feedback. We will coordinate the survey launch with City staff, monitor participation during the open period, and summarize results to inform ongoing engagement and project decisions.

Deliverables ↘ **Survey Platform, Question Development, Summary of Results**

TASK 5 – OUTREACH MATERIALS

We will develop outreach materials to inform the public and support participation.
As appropriate, we will prepare items such as one-pagers, newsletters, flyers, display boards, branding/logos, website content, and multimedia elements. We will coordinate content and design with the City to maintain branding consistency.

Deliverables ↘ **Distribution-Ready Outreach Materials**

TASK 6 – COUNCIL COMMITTEE PRESENTATION

The Kimley-Horn team will prepare one City Council committee presentation to summarize engagement findings and project progress. We will develop presentation materials and supporting talking points in coordination with City staff.

Deliverables ↘ **Presentation Slides, Key Messages**

TASK 7 – PROJECT MANAGEMENT

We will provide and maintain ongoing coordination, schedule tracking, and documentation throughout the assignment. We will maintain regular communication, provide timely status updates, and proactively identify needs, risks, and upcoming milestones. We will adjust the engagement approach as project needs evolve while maintaining alignment with scope, schedule, and communication goals.

Deliverables ↘ **Status Updates, Meeting Notes, Engagement Summaries**

Project Schedule

Our staff has the technical expertise and resources necessary to successfully deliver the wide range of public engagement tasks that will result from this on-call. **Figure 2** outlines our proposed schedule and details the expected timeframes for work elements and deliverables.

Figure 2. Proposed Schedule

	MAY	JUN	JUL	AUG	SEPT	OCT
Task 1. Kick-Off and Coordination						
1.1 Project Initiation	★					
1.2 Coordination Setup						
Task 2. Leadership Coordination						
2.1 Meeting Preparation						
2.2 Leadership Meeting						
Task 3. Stakeholder Meetings						
3.1 Stakeholder Identification						
3.2 Meeting Facilitation						
Task 4. Community Survey						
4.1 Survey Development		✓				
4.2 Distribution						
Task 5. Outreach Materials						
5.1 Content Development			✓			
5.2 Visual Design				✓		
5.3 Public Engagement						
Task 6. Council Committee Presentation						
6.1 Presentation Development					✓	
Task 7. Project Management						
7.1 Ongoing Coordination						
7.2 Schedule and Budget Management						
7.3 Engagement Summary						✓

✓ Deliverables ★ Kick-Off Meeting and Project Inception

Subconsultants

Kimley-Horn does not anticipate using subconsultants for this contract.

Expectations for City Collaboration

Roles and Responsibilities

For each task assignment, Kimley-Horn will work with the City's project manager to define roles, responsibilities, and decision points. The City project manager will play an active role in guiding engagement, including reviewing materials, confirming key messages, and helping determine the appropriate level of involvement throughout the process.

Coordination with City Staff

City collaboration will include coordination with the Public Information Office (PIO), including Kirstin Davis, to align messaging, timing, and communication with City leadership, elected officials, stakeholders, and the broader public. ICM technical staff will provide input on project details, constraints, and tradeoffs to share information with the public that is accurate and consistent.

Kimley-Horn Support

Kimley-Horn will support the City as an extension of staff by preparing materials, coordinating logistics, and facilitating or co-facilitating engagement activities as appropriate. Our team will also brief City staff and develop key messages to support effective participation.

To support consistent coordination, Kimley-Horn will:

- **Hold regular check-ins** with the City's project manager (e.g., weekly or biweekly) to review progress, upcoming activities, and key decisions
- **Provide concise, decision-focused updates** summarizing progress, risks, and next steps
- **Coordinate messaging and materials with PIO staff** to maintain consistency across communication channels
- **Prepare City staff for engagement activities** through pre-meeting briefings, talking points, and alignment on roles

City Participation in Engagement

During engagement activities, City staff may participate in a variety of roles depending on the project, including as co-facilitators, technical representatives, or attendees. Kimley-Horn will lead facilitation and coordination of the engagement process, while City staff provide technical input, policy context, and overall project direction.

3.4 MANAGEMENT PROPOSAL

A. Experience of the Firm

Kimley-Horn knows you are looking for more than just an experienced outreach firm—you are looking for a vested partner with the project delivery experience, expertise navigating complex projects, flexibility to handle ICM and stakeholder requests, experienced professionals familiar with potential project challenges, and the ability to lead the project through the public and regulatory process.

Kimley-Horn and our team meet and exceed the minimum qualifications, bringing more than 5 years of experience providing public engagement services, and are licensed to do business in the state of Washington. Each of our key team members has a proven track record delivering public engagement projects for municipal clients, ranging from small, short-term efforts to large, multi-year initiatives. A sample of our team's public engagement experience spanning the last decade includes:

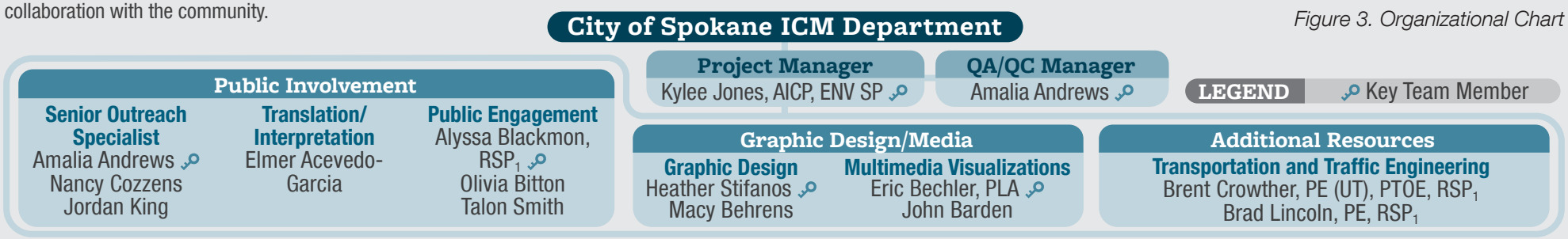
- UDOT, Utah Transportation Conference (formerly UDOT Annual Conference) *(2014-Ongoing)*
- Sound Transit, Everett Link Extension (EVLE) and Operations and Maintenance Facility (OMF) North *(2020-Ongoing)*
- Salt Lake City Department of Public Utilities (SLCDPU), Public Involvement for City Creek Treatment Plant Upgrades *(2021-2023)*
- UDOT, Event Planning On-Call *(2024-Ongoing)*

Additionally, our team is backed by Kimley-Horn's nationwide network of 9,800 employees across 150 offices, enabling efficient staffing, on-schedule delivery, and the application of best practices. Whether it is through interactive visual documents, user-friendly websites, engaging graphics, dynamic videos, or more, our team can bring ICM's vision to life.

Organizational Chart

Figure 3 shows our on-call project team, assigned roles, and available support staff. **Project Manager Kylee Jones has prime responsibility and authority for all assignments and serves as the City's main point of contact.** Staff will be assigned based on expertise. This structure establishes team assignments and clear lines of authority while allowing rapid mobilization and continuity across on-call tasks. The detailed resumes beginning on **page A-1** show how our staff have been instrumental in delivering public engagement and on-call services for public agencies. Their experience includes preparing outreach materials, developing surveys, facilitating stakeholder meetings, and creating effective presentations, all focused on strengthening communication and collaboration with the community.

Figure 3. Organizational Chart



Experience of Our Key Personnel

Our team members are ready and available to support the tasks released under this on-call contract. We commit to having the staff identified in this proposal perform the assigned work. If a substitution becomes necessary, we will request the City's prior approval. The percentage of time each key personnel will be assigned to the project is provided below.

Kylee Jones, AICP, ENV SP | Project Manager | 9 Years of Experience | Assigned 40%

Qualifications: Kylee leads transportation and community facilitation projects across Washington and the Northwest, bringing expertise in sustainable transportation and equitable, community-driven engagement. **Responsibilities:** Kylee will serve as project manager and main point of contact for the City.

Amalia Andrews | QA/QC Manager and Senior Outreach Specialist | 27 Years of Experience | Assigned 10%

Qualifications: Amalia is a strategic communications expert, providing public involvement services. **Responsibilities:** Amalia will provide technical support in developing a public engagement plan that is reflective of the local community.

Alyssa Blackmon, RSP$_1$ | Public Engagement | 4 Years of Experience | Assigned 30%

Qualifications: Alyssa supports traffic and transportation engineering projects, focusing on safety solutions for state, local, and Tribal communities. **Responsibilities:** Alyssa will support the creation of deliverables and perform public engagement.

Heather Stifanos | Graphic Design Lead | 14 Years of Experience | Assigned 20%

Qualifications: Heather supports public outreach for planning and engineering projects by translating complex information into graphics across print and digital formats. **Responsibilities:** Heather will provide rapid-turnaround visual support for engagement activities to keep City communications clear and consistent.

Eric Bechler, PLA | Multimedia Visualizations | 9 Years of Experience | Assigned 20%

Qualifications: Eric creates visuals and graphics for transit and transportation planning projects, translating technical information for public meetings, presentations, and outreach. **Responsibilities:** Eric will design visualizations and graphics for public engagement efforts that are clear, consistent, and audience-friendly.

B. Kimley-Horn Contracts During the Last 3 Years

Building on our experience providing on-call support for the City through contracts such as the Falls Boulevard Reconstruction project, our most relevant contracts within the last 3 years are provided in Table 1. We invite you to contact our references; they can speak to how we listened to their needs, met their schedules, supported their missions, and delivered results.

Table 1. Relevant Contracts During the Last 3 Years

Contract Name	Contract Period	Contact Names	Contact Information	Scope Items
1. South Salt Lake City, Public Involvement for Maxwell Lane	2023–2023	Chris Merket	*385.341.0412 | cmerket@sslc.gov*	A B C
Kimley-Horn is leading coordination efforts, providing timely communication, responsiveness to resident concerns, and smooth execution of outreach activities to foster transparency and community trust.				
2. SLCDPU, Public Involvement for City Creek Water Treatment Plant	2021–2023	Chole Morroni	*262.909.5341 | chloe.morroni@SLC.gov*	A B C D E F
Our team produced renderings, infographics, brochures, fact sheets, digital communication via social media, a dedicated project website, and more. By simplifying complex technical details and making the information accessible, our design deliverables helped build trust and garner widespread public support for the project.				

Contract Name	Contract Period	Contact Names	Contact Information	Scope Items
3. Metropolitan Water District of Salt Lake and Sandy, Public Engagement	2024–Ongoing	Breana Jackson	*408.838.9492 | bjackson@MWDSLS.gov*	A B C D E F
Under a 5-year master services agreement, the Kimley-Horn team is providing community relations and public participation services. Tasks include staff education on effective public communication, branding and style guide creation, social media strategy and reporting, graphic design support, and more.				
4. City of Spokane Valley, Active Transportation Plan	2025–Ongoing	Adam Jackson	*509.720.5024 | ajackson@spokanevalleywa.gov*	A B C D E F
5. City of Millcreek, Public Involvement for 2000 East; Salt Lake City/Millcreek Boundary to Siggard Drive Improvements	2022–2025	John Miller	*801.214.2719 | jmiller@millcreek.us*	A B C D F
6. South Salt Lake City, Public Involvement for 500 West; 3300 South to 3900 South Design and Environmental	2020–2024	Chris Merket	*385.341.0412 | cmerket@sslc.gov*	A B C F
7. Silver Lake Water District, Community Outreach for 10th Drive SE Water and Sewer Main Improvements	2022–2024	Hawk Radosevich	*425.287.8222 | hradosevich@slwsd.com*	A B C D F

Legend: A Kick-off Meeting B Public Engagement Plan (PEP) C Project Branding D Website Development E Survey Development and Analysis F Stakeholder Interviews

C. No Terminations for Default in the Past 5 Years

Kimley-Horn has never been terminated for cause or default. The firm does not track terminations for convenience. Kimley-Horn also has no claims or litigation in the state of Washington.

3.5 COST PROPOSAL

Rates and total project costs will be applied on a task order basis and may be refined in coordination with the City based on scope, complexity, and level of effort required.

Name	Role	Classification	Billing Rate ($/hr)
Kylee Jones	Project Manager	Project Manager	$280
Amalia Andrews	QA/QC Manager	Senior Professional I	$295
Nancy Cozzens	Public Involvement	Senior Professional I	$295
Jordan King	Public Involvement	Professional I	$250
Alyssa Blackmon	Public Involvement	Analyst III	$220
Elmer Acevedo-Garcia	Public Involvement	Analyst III	$220
Olivia Bitton	Public Involvement	Professional I	$250
Talon Smith	Public Involvement	Analyst II	$190
Heather Stifanos	Graphic Design	Graphic Design II	$230
Macy Behrens	Graphic Design	Graphic Design I	$185
John Barden	Graphic Design	Graphic Design III	$290
Eric Bechler	Graphic Design	Graphic Design I	$220
Brent Crowther	Traffic Analysis	Senior Professional III	$295
Brad Lincoln	Traffic Analysis	Senior Professional II	$295
Project Accountant	Project Accountant	Project Accountant	$185

Sample Budget: City of Spokane On-Call Public Engagement	**Kylee Jones** Project Manager	**Amalia Andrews** QA/QC / Specialist	**Alyssa Blackmon** Public Engagement	**Macy Behrens** Graphic Design	**Eric Bechler** Visualizations	**Project Accountant** Administration		
Hourly Rate (Includes COLA adjustments)	*$280*	*$295*	*$220*	*$185*	*$220*	*$185*	*Total Hours*	*Total*
Task 1 - Kick-Off and Coordination	8	0	2	0	0	0	10	$2,680
Task 2 - Leadership Coordination	4	0	0	4	0	0	8	$1,860
Task 3 - Stakeholder Meetings	5	0	3	0	0	0	8	$2,060
Task 4 - Community Survey	7	0	7	2	0	0	16	$3,870
Task 5 - Outreach Materials	16	2	6	10	14	0	48	$11,320
Task 6 - Council Committee Presentation	1	0	2	2	0	0	5	$1,090
Task 7 - Project Management	8	1	10	4	0	4	27	$6,215
Expenses (Printing, Postage, venue fees, etc.)								$500
Total	**49**	**3**	**30**	**22**	**14**	**4**	**122**	**$29,595**

KYLEE JONES, AICP, ENV SP // Project Manager

Years of Experience: 9

Kylee leads transportation and community facilitation and planning projects across Washington and the Pacific Northwest. She brings a collaborative, community-driven approach to every project, with expertise in sustainable transportation, equitable community engagement, federal grant strategy, and National Environmental Policy Act (NEPA) compliance. Kylee has managed complex initiatives that integrate housing, land use, and mobility policies into long-range plans. She finds reward in seeing community priorities reflected in fully funded and implemented projects.

Education

- Master of Science, Sustainable Transportation, University of Washington
- Bachelor of Science, Urban and Regional Planning, Eastern Washington University

Credentials

- American Institute of Certified Planners (AICP) (#33291)
- Envision Sustainability Professional (ENV SP) (#58687)

Affiliations

- American Planning Association, Member
- Institute of Transportation Engineers (ITE), Member
- Women's Transportation Seminar (WTS), Member

Featured Experience

City of Spokane, On-Call Public Engagement, Spokane, WA – *Project Manager.* Kylee and the Kimley-Horn team work closely with City staff and partners to deliver project-specific public involvement services. The team has supported public outreach for the Francis Avenue/Assembly Street intersection improvements and is currently leading engagement for the Spokane Falls Boulevard conceptual design project. Our team is developing tailored strategic communication and outreach plans, facilitating stakeholder and community meetings, and preparing outreach materials responsive to the unique needs of stakeholders and corridor contexts. We prioritize meaningful participation, relationship-building, and translating community input into clear, actionable guidance that informs project decisions. This approach provides transparency, builds community trust, and supports informed, community-driven outcomes.

City of Spokane Valley, Active Transportation Plan, Spokane Valley, WA – *Project Manager.* The Kimley-Horn team is leading the development of an active transportation plan that will support the City's Comprehensive Plan, which is currently being updated, while identifying safety needs and proposing a prioritized list of projects to accomplish safety and connectivity improvements for all users of the City's transportation network.

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Third Party Coordination.* Kylee is supporting Sound Transit with third-party coordination, including developing messaging and managing the rollout of project information to city and agency partners. She is coordinating with multiple jurisdictions, aligning communication strategies, and ensuring consistent, timely information sharing to support project understanding and regional collaboration.

Relevant Experience

City of Spokane, Metropolitan Transportation Plan Horizon 2045, Spokane, WA – *Engagement Lead and Senior Planner**

Spokane Regional Transportation Council, Public Participation Plan, Spokane, WA – *Project Manager**

City of Mukilteo, On-Call Services, Mukilteo, WA – *Deputy Project Manager*

City of Newport, Comprehensive Plan and Climate Element, Newport, WA – *Public Involvement Specialist*

Kittitas County, Comprehensive Plan and Climate Element, Kittitas, WA – *Project Planner*

Walla Walla County, Comprehensive Plan and Climate Element, Walla Walla, WA – *Project Planner*

City of Anacortes, On-Call Transportation Services, Anacortes, WA – *Senior Planner*

Association of Washington Cities, Facilitation Services for Updating the Memorandum of Understanding on City Streets as Part of State Highway, Statewide, WA – *Facilitation and Technical Expert*

Idaho Transportation Department, Idaho Statewide Rail Plan, Boise, ID – *Deputy Project Manager*

Utah Department of Transportation (UDOT), Reconnecting Communities Study, Salt Lake City, UT – *Project Planner*

**Project completed prior to joining Kimley-Horn*

AMALIA ANDREWS // QA/QC Manager and Senior Outreach Specialist

Years of Experience: 27

Amalia provides effective and strategic communication, public involvement, and event management services. Her extensive background in the transportation industry has resulted in significant success and overwhelming client satisfaction. She is experienced in a broad range of services, including community relations, business development, and applying proven public involvement techniques to educate, inform, and involve the public. She understands the importance of being alert, available, and responsive in a nearly 24/7 industry.

Credentials

- Planning for Effective Public Participation Training Certificate, IAP2
- Techniques for Effective Public Participation Training Certificate, IAP2
- Group Facilitation Skills for Public Engagement Certificate, Dialogue Partners/IAP2
- Certified Partnering Facilitator, UDOT/ Associate General Contractors

Affiliations

- IAP2 USA, Member
- WTS, Member
- International Right-of-Way Association (IRWA), Member

Featured Experience

Silver Lake Water District, 10th Drive SE Water and Sewer Main Improvements, Everett, WA – *Public Involvement Specialist.* The scope of this project included a community outreach plan, in which Amalia engaged stakeholders to improve infrastructure in advance of anticipated redevelopment along the EVLE corridor.

UDOT, Highland Drive Improvements, Cottonwood Heights, UT – *Public Involvement Specialist.* Amalia led the public involvement efforts for this project in both design and construction phases. Efforts included property owner meetings, monument sign removal coordination, contractor coordination, collateral creation and distribution, and troubleshooting construction-related issues.

South Salt Lake City/UDOT, 500 West; 3300 South to 3900 South Design and Environmental, South Salt Lake City, UT – *Public Involvement Specialist.* Kimley-Horn worked on the environmental and design phases to rebuild 500 West from 3900 South to 3300 South. Our public involvement team worked closely with the right-of-way (ROW) team to facilitate a faster ROW clearance. Strategies included door-to-door engagement, flyer delivery, certified letters, and in-person, one-on-one property owner meetings, explaining complex designs to property owners and facilitating design changes in response to public feedback. Kimley-Horn also provided public involvement services during construction.

Relevant Experience

UDOT, Utah Transportation Conference (formerly UDOT Annual Conference) 2014-2029, Statewide, UT – *Public Involvement Specialist*

UDOT, Event Planning On-Call 2024-2029, Statewide, UT – *Project Manager*

Salt Lake City Department of Public Utilities (SLCDPU), Public Involvement for Big Cottonwood Water Treatment Plant Rebuild and City Creek Treatment Plant Upgrades, Salt Lake City, UT – *Public Involvement*

South Salt Lake City, 700 West; 3300 South to 3900 South, South Salt Lake City, UT – *Public Involvement Specialist*

Utah Transit Authority, FrontRunner Forward Program Management, Salt Lake City, UT – *Public Involvement Specialist*

Arizona Department of Transportation (ADOT), I-10, SR 85 to Verrado Way General-Purpose Lanes, Buckeye, AZ – *Public Involvement Specialist*

ADOT, Southern Navajo and Apache County Regional Transportation Plan, Southern Navajo and Apache Counties, AZ – *Public Involvement Specialist*

ADOT, Arizona Strategic Highway Safety Plan (SHSP), Statewide, AZ – *Public Involvement Specialist*

ALYSSA BLACKMON, RSP$_1$ // Public Engagement

Years of Experience: 4

Alyssa brings experience in traffic and transportation engineering, with a focus on safety solutions for state departments of transportation, local agencies, and Tribal communities. She integrates data-driven analysis with extensive stakeholder and public engagement, collaborating closely with communities to interpret their needs and delivering tailored, implementable solutions. Alyssa will provide the project team with practical solutions, balancing engineering analysis with the specific needs of the community.

Education

- Bachelor of Science, Civil Engineering, University of Alabamay

Credentials

- Road Safety Professional 1 (#1529)

Affiliations

- ITE, Member

Featured Experience

City of Everett, Everett Vision Zero Safety Action Plan, Everett, WA – *Project Analyst and Public Engagement Lead.* Kimley-Horn is collecting and analyzing traffic safety data and identifying policies and programs for better safety outcomes. In partnership with a certified disadvantaged business enterprise (DBE), Alyssa led Kimley-Horn's efforts in conducting extensive community engagement through interviews, stakeholder workshops, online open houses and surveys, social media, earned media, and a project website. Alyssa helped identify underserved communities by analyzing multiple data sources to support Everett's Title VI Public Participation efforts.

Lummi Nation, Safety Action Plan, Lummi Reservation, WA – *Project Analyst and Public Engagement Lead.* Kimley-Horn is developing a Safety Action Plan and is performing demonstration activities in compliance with the US Department of Transportation's Safe Streets and Roads for All (SS4A) program. Alyssa led public engagement efforts that included two in-person pop-up events, three project stakeholder meetings, and the development of an online interactive website and survey.

City of Anacortes, Comprehensive Safety Action Plan (CSAP), Anacortes, WA – *Project Analyst and Public Engagement Lead.* Kimley-Horn assisted the City in drafting a CSAP and developing a strategy to prevent fatalities and serious injuries within City limits. This project featured a robust public engagement plan and equity impact assessment. The Kimley-Horn team identified a comprehensive set of projects to address the safety problems in the CSAP using inclusive and representative processes.

Relevant Experience

City of Spokane Valley, Active Transportation Plan, Spokane Valley, WA – *Project Analyst*

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Project Analyst*

UDOT, Reconnecting Communities Study, Salt Lake City, Utah – *Project Analyst*

Stillaguamish Tribe of Indians, Transportation Safety Plan, Arlington, WA – *Project Analyst*

City of Anacortes, Traffic On-Call, Anacortes, WA – *Project Analyst*

Tulalip Tribes, Transportation Safety Planning and Road Safety Assessment, Tulalip, WA – *Project Analyst*

Iowa County Engineers Association, CSAPs, Statewide, IA – *Project Analyst*

Little Five Points (L5P) Community Improvement District, L5P Mobility Plan, Atlanta, GA – *Project Analyst*

Georgia Department of Transportation (GDOT), SR 154 (Trinity Avenue) Traffic Engineering Study, Fulton County, GA – *Project Analyst*

City of Loganville, Traffic Study, Loganville, GA – *Project Analyst*

HEATHER STIFANOS // Graphic Design Lead

Years of Experience: 14

Heather is a multidisciplinary graphic designer skilled in visual communication, translating technical information into clear and accessible messaging for a wide variety of projects and audiences. She collaborates closely with her clients to understand their needs and develop creative solutions. Heather's design skills include logo creation, brand identity, brand guidelines, public engagement materials, report and presentation design, information design, and experience with multimedia such as video editing, website design, and drone photography.

Education

- Bachelor of Science, Visual Communication Design, Arizona State University

Affiliations

- American Institute of Graphic Artists, Member

Featured Experience

UDOT, Structures Program Support and Technical Assistance, Statewide, UT – *Graphic Designer.* Under this on-call contract, Kimley-Horn serves as an extension of the UDOT Structures Division, providing program support, including planning, organizing, and facilitating workshops for designers and contractors; coordinating and executing workshops and training programs; preparing presentations and meeting agendas; coordinating national initiatives; and engaging in industry and public communication.

SLCDPU, Public Involvement for Big Cottonwood Water Treatment Plant Rebuild, Salt Lake City, UT– *Graphic Designer.* Kimley-Horn provided public engagement efforts, including a comprehensive public relations plan and strategy, coordination with high-level stakeholders, a social media campaign, an extensive website build, broad educational outreach within communities where rate-end users live/work/play, print media (mailers, displays, etc.), surveying, and translation services.

Metropolitan Water District of Salt Lake and Sandy (MWDSLS), Community Relations and Public Participation Services On-Call, Various Locations, UT– *Graphic Designer.* Kimley-Horn is currently providing community relations and public participation services for Metro Water under a 5-year master services agreement. Our tasks include staff education on effective public communication, branding and style guide creation, social media strategy and reporting, graphic design support, and more.

Relevant Experience

MWDSLS, Rebrand and Relaunch, Sandy, UT– *Graphic Designer*

UDOT, Event Planning, Statewide, UT – *Graphic Designer*

SLCDPU, Public Involvement for City Creek Water Treatment Facilities, Salt Lake City, UT – *Graphic Designer*

Utah Transportation Authority, FrontRunner Forward Program Management, Salt Lake City, UT – *Graphic Designer*

Sound Transit, Everett Link Extension and Operations Maintenance Facility North, Snohomish County, WA – *Graphic Designer*

Skagit Transit, Long-Range Transportation Plan, Skagit County, WA – *Graphic Designer*

Ada County Highway District, Columbia Village Bikeway Concept, Boise, ID – *Graphic Designer*

Maricopa Association of Governments (MAG), Bullard Wash Bicycle and Pedestrian Master Plan, Goodyear, AZ – *Graphic Designer*

ADOT, Complete Transportation Guidebook, Statewide, AZ – *Graphic Designer*

ERIC BECHLER, PLA // Multimedia Visualizations

Years of Experience: 9

Eric develops layouts, informational graphics, and digital assets that support transit and transportation planning projects. His work emphasizes accessibility, consistency, and visual clarity across print and digital formats. He has proven success translating technical information into clear visuals that support public meetings, presentations, and outreach materials. He collaborates closely with clients and team members to tailor graphics to project goals, stakeholder needs, and agency standards.

Education

- Bachelor of Landscape Architecture, University of Oregon
- Professional Landscape Architect in WA (#22006745)

Credentials

- Professional Landscape Architect in WA (#22006745)

Featured Experience

City of Spokane, On-Call Public Engagement, Spokane, WA – *Graphic Designer.* The City is proposing converting Spokane Boulevard from a one-way to a two-way street. The project would feature protected bike lanes, traffic calming measures, and improved traffic signals and streetlights. In an effort to gain approval and buy-in from residents and businesses, Eric is working with Kylee to develop visualization exhibits and motion graphics to assist the team's Spokane Boulevard public outreach efforts.

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Graphic Designer.* Eric worked with Sound Transit to develop an animated video that explains new initiatives designed to reduce the impacts of development on vulnerable populations. As Sound Transit expands its services, it is prioritizing efforts that minimize disruption for residents and help maintain their standard of living.

Wasatch Front Regional Council, Comprehensive Safety Action Plan, Salt Lake City, UT – *Graphic Designer.* Kimley-Horn prepared a holistic, well-defined strategy to reduce roadway fatalities and serious injuries in the Wasatch Front region. The plan analyzed safety needs, identified high-risk locations and factors contributing to crashes, and prioritized strategies to address them.

Relevant Experience

Skagit Transit, Zero Emissions Bus Study, Skagit, WA – *Graphic Designer*

City of Boise, Boise Parks Conditions, Boise, ID – *Graphic Designer*

Regional Transportation Commission (RTC) of Southern Nevada, Southern Nevada Equitable Access to Mobility Action Plan (EAMAP), Las Vegas, NV – *Graphic Designer*

UDOT, I-15; SR-97 (5600 South) Widening Progressive Design Build Program Management, Roy, UT – *Graphic Designer*

City of Mesa, Las Sendas Conceptual Design and Traffic Calming Concept, Mesa, AZ – *Graphic Designer*

City of Colorado Springs, North Nevada Corridor Stormwater Improvements Design, Colorado Springs, CO – *Graphic Designer*

City of Goodyear, Estrella Parkway Vineyard Avenue to MC85 Improvement Design Services, Goodyear, AZ – *Graphic Designer*

Yavapai County Flood Control District, Dewey-Humboldt Area Drainage Master Plan, Dewey, AZ – *Graphic Designer*

City of Scottsdale, Systemwide Parks and Recreation Master Plan, Scottsdale, AZ – *Graphic Designer*

NANCY COZZENS // Senior Outreach Specialist

★ *Years of Experience: 24*

Nancy is a skilled public involvement manager with expertise in partnering, facilitation, proactive management and planning, and problem-solving. Nancy ensures consistent, efficient, and sound communication to stakeholders. She has proven relationship-building skills within project teams, cities, businesses, and residents. She can resolve stakeholder issues with minimal escalation, solve problems quickly, and foster positive project views.

Credentials

- Associate of Arts, Public Relations and Theatre, University of Utah
- Associate of Arts, Public Relations, Public Speaking, Conflict Resolution, Brigham Young University
- Associate of Arts, Music, Dance, Theatre, Brigham Young University
- Planning for Effective Public Participation Training Certificate, IAP2
- Techniques for Effective Public Participation Training Certificate, IAP2
- Certified Partnering Facilitator, UDOT/Associated General Contractors

Relevant Experience

UDOT, SR-186; Beck Street to North Temple, Salt Lake City, UT – *Public Involvement Manager.* Kimley-Horn's public involvement team led coordination with nearby property and business owners, Salt Lake City, the traveling public, Utah Trucking Association, Traffic Operations, UDOT Region 2, and other key stakeholders.

UDOT, SR-269; 600 South and 500 South, Salt Lake City, UT – *Public Involvement Manager.* Kimley-Horn's public involvement team engaged in outreach to local businesses, residents, and stakeholders to inform them about the project's impact and schedule, particularly given the night-work challenges in this busy area.

UDOT, US-89, Victory Road to Davis County Line, North Salt Lake/Salt Lake City, UT – *Public Involvement Manager.* Public involvement included collecting stakeholder information, canvassing the project area to share the project overview, notifying stakeholders of the upcoming construction start, providing project contact information, responding to stakeholder inquiries, conducting on-site meetings, and more.

JORDAN KING // Senior Outreach Specialist

★ *Years of Experience: 19*

Jordan is a strong written and verbal communicator. He builds relationships with community members on behalf of clients and is adept at finding solutions to sensitive public concerns that correlate with his client's goals. He has experience coordinating events and developing newsletters, websites, press releases, social media content, and print media for use in public communication. Jordan's ability to use multiple platforms to communicate allows him to ensure the message is clear and reaches the right audiences.

Credentials

- Planning for Effective Public Participation Training Certificate, IAP2
- Techniques for Effective Public Participation Training Certificate, IAP2
- Crisis Communications Certification

Relevant Experience

SLCDPU, Public Involvement for City Creek Treatment Plant Upgrades, Salt Lake City, UT – *Project Manager.* Jordan led engagement efforts, including a comprehensive public relations plan and strategy, coordination with high-level stakeholders, surveying, and translation services.

City of Taylorsville, Redwood Road Mobility; 4100 South to 5400 South, Taylorsville, UT – *Public Involvement Manager.* Jordan led public involvement services, including building and nurturing relationships with stakeholders and property owners. Strategies included door-to-door engagement, flyer delivery, postcards, certified letters, virtual and in-person one-on-one property owner meetings, explaining complex designs to property owners, and facilitating design changes in response to public feedback.

Utah Transit Authority, Bus Stop Improvement Program, Salt Lake City, UT – *Public Involvement Manager.* Kimley-Horn is providing boots-on-the-ground public engagement services, coordinating with adjacent stakeholders, residents, and businesses ahead of construction. Engagement includes developing an outreach plan for each bus stop, responding to opposition and outrage, explaining decision-making processes, coordinating with city and local government officials, and maintaining working relationships with all involved parties.

BRENT CROWTHER, PE (UT), PTOE, RSP$_1$ // Transportation and Traffic Engineering

★ *Years of Experience: 24*

Brent specializes in multimodal safety, traffic engineering, and transportation planning. He has led intersection, corridor, and statewide safety analyses; long-range transportation plans; bicycle and pedestrian plans; and campus, corridor, area, regional, and statewide transportation plans. He brings deep safety and planning experience to support a wide range of project transportation needs.

Credentials

- Master of Science, Civil Engineering, Virginia Polytechnic Institute and State University
- Bachelor of Science, Civil Engineering, Brigham Young University
- Professional Engineer (PE) in AZ, CA, ID, and UT
- Professional Traffic Operations Engineer (PTOE) (#4166)
- Road Safety Professional 1 (#326)

Relevant Experience

UDOT, Reconnecting Communities Study, Salt Lake City – *Project Manager.* This project is evaluating strategies to reconnect neighborhoods divided by legacy transportation infrastructure. Brent and the Kimley-Horn team are assisting Salt Lake City in defining transportation challenges, identifying realistic solutions, and communicating the benefits, costs, and challenges of potential solutions.

Wasatch Front Regional Council, Power District Transportation Study, Salt Lake City, UT – *Project Manager.* Brent led a multimodal transportation study to support the development of a new 100-acre urban district in Salt Lake City. He oversaw technical analysis and stakeholder coordination to evaluate roadways, transit, and active transportation improvements that enhance accessibility, support future land use, and accommodate major civic destinations.

Cache Valley Transit District, Transit Feasibility Study, Logan, UT – *Project Principal.* Brent served as a local advisor, helping the Kimley-Horn team prepare a transit feasibility study that evaluates a range of origins and destinations, including suburban communities, cities in neighboring transit agency jurisdictions, and seasonal recreation sites. Stakeholder engagement was critical, as new service opportunities will require strategic partnerships and/or funding strategies.

BRAD LINCOLN, PE, RSP$_1$ // Transportation and Traffic Engineering

★ *Years of Experience: 24*

Brad provides a full suite of transportation planning and traffic engineering services, with an extensive history of conducting analyses and impact evaluations for a variety of developments across Washington. His project portfolio includes comprehensive plans, safety studies, on-call tasks, large industrial/commercial developments, and large residential developments. Brad regularly communicates complex information to a range of stakeholders and communities.

Credentials

- Master of Business Administration, Seattle University
- Bachelor of Science, Civil Engineering, Arizona State University
- PE in WA (#42307), ID, OR, and MT
- Road Safety Professional 1 (#1316)

Relevant Experience

City of Anacortes, Transportation On-Call, Anacortes, WA – *Project Manager.* Kimley-Horn is providing transportation engineering services to the City of Anacortes. Services include participating in the Traffic Safety Committee, performing traffic safety and traffic operations analyses, performing preliminary engineering for signing and striping, evaluating the concurrency process, and performing other transportation-related services.

City of Mukilteo, On-Call Services, Mukilteo, WA – *Task Manager.* Kimley-Horn was selected to perform on-call land use/community planning, engineering, stormwater planning, and transportation planning services. Our team is providing specific task-order work, including grant-writing support for SS4A and a speed limit study for arterials.

***Kalispel Tribe of Indians, Long Range Transportation and Master Plan, Airway Heights, WA** – *Project Engineer.* This project included a long-range transportation and master plan for the Airway Heights Trust property. The planning services included coordination on updates to the National Tribal Transportation Facility Inventory (NTTFI) for road classifications and planned roads. The team evaluated road standards for evolving land uses and coordinated with the City standards.

**Project completed prior to joining Kimley-Horn*

ELMER ACEVEDO-GARCIA // Translation/Interpretation

★ *Years of Experience: 3*

Elmer is a public relations specialist. He has experience drafting press releases, assisting with media events, contacting media outlets, creating and maintaining social media accounts and calendars, speaking with the public, and creating and translating Spanish materials.

Credentials

- Bachelor of Arts, Communication, Weber State University
- Associate of General Studies, Salt Lake Community College
- Associate of Arts, Spanish Language, Weber State University

Relevant Experience

Salt Lake City, Reconnecting Communities Study, Salt Lake City, UT – *Public Involvement Specialist.* Kimley-Horn is assisting Salt Lake City in defining the transportation challenges posed by the east-west divide and identifying solutions that address them. Elmer supports public engagement efforts and provides translation services.

SLCDPU, Public Involvement for City Creek Treatment Plant Upgrades, Salt Lake City, UT – *Public Involvement Specialist.* Kimley-Horn is providing public engagement services, including a comprehensive public relations plan and strategy, coordination with high-level stakeholders, social media campaign, extensive website build, broad educational outreach, print media, and translation services.

Iron County, SS4A Safety Action Plan, Iron County, UT – *Public Involvement Specialist.* The safety analysis includes a review of historical crash data and trends, a critical-crash-rate network analysis, risk-based analyses using roadway inventory and driver-event data, and feedback from robust community engagement.

OLIVIA BITTON // Public Engagement

★ *Years of Experience: 6*

Olivia provides communications and public involvement support. She has the ability to effectively communicate both verbally and through written media, understands how to build and maintain relationships, and is skilled at problem-solving and conflict resolution. Olivia has a history of delivering high-quality work on tight deadlines and will be a valuable asset to any City project.

Credentials

- Master of Science, City Planning, University of Glasgow
- Bachelor of Arts, Political Science, Westminster College
- Foundations in Public Participation Training Certificate, IAP2

Relevant Experience

Skagit County, Comprehensive Plan Update, Skagit County, WA – *Public Involvement Specialist.* This project includes updating and creating new policies for the housing and land use elements in compliance with new state requirements. Olivia is helping local residents understand how the new legislation impacts their specific communities.

Ada County Highway District, Columbia Village Bikeway Concept, Boise, ID – *Public Involvement Specialist.* Kimley-Horn developed a neighborhood improvement plan to enhance pedestrian and bicycle safety. Olivia provided public involvement services to share project information and goals through postcards, signage, and social media. She also facilitated a virtual community meeting to share project details and engage the community in the development of the plan.

Iron County, SS4A Safety Action Plan, Iron County, UT – *Public Engagement Lead.* Olivia guided a countywide outreach program involving small towns, Tribal partners, law enforcement, schools, and community-based organizations to support the development of the Safety Action Plan.

TALON SMITH // Public Engagement

★ *Years of Experience: 3*

Talon is a data-driven planning analyst who has supported long-range planning and engagement efforts. He is committed to developing high-quality, actionable policy through detailed analysis. With knowledge of engagement strategy and planning, Talon creates outcomes that are valuable to residents, staff, and stakeholders.

Credentials

- Bachelor of Arts, Urban Studies, University of California, Berkeley

Relevant Experience

City of Spokane, On-Call Public Engagement, Spokane, WA – *Public Involvement Specialist.* Talon is supporting the outreach efforts for the Spokane Falls Boulevard Reconstruction project by executing engagement strategies, curating materials, and assisting in stakeholder discussions.

City of Spokane Valley, Parks Master Plan, Spokane Valley, WA – *Public Involvement Specialist.* Kimley-Horn delivered a robust public engagement process that included surveys, stakeholder interviews, and community workshops. Drawing on best practices and regional growth projections, Kimley-Horn helped the City identify opportunities for future investment, programming, and equitable access to parks and recreation.

City of Newport, Comprehensive Plan and Climate Element, Newport, WA – *Public Involvement Specialist.* Talon is supporting the public engagement strategy for this plan update, which includes distinct project branding and an in-depth review of key elements that shape Newport's future—such as economic development, parks, land use, capital facilities, utilities, essential public facilities, environmental planning, and more.

MACY BEHRENS // Graphic Designer

★ *Years of Experience: 5*

Macy brings expertise in branding, layout design, and social media graphics. Her work supports on-call public engagement by creating cohesive, adaptable visual systems that help agencies maintain consistent messaging across multiple projects and audiences.

Credentials

- Bachelor of Arts, Graphic Design, University of Nebraska, Lincoln

Relevant Experience

Skagit Transit, Long-Range Transportation Plan, Skagit County, WA – *Graphic Designer.* Macy worked collaboratively as part of the Kimley-Horn team to create maps and signage for the general public that clearly communicated upcoming Skagit Transit route changes and recommendations, and to solicit community feedback. She also formatted and created custom graphics for reports and designed presentations for stakeholders and the general public. Macy led the design of an executive summary document that summarizes the plan's elements, timeline, and strategies, with engaging, informative graphics and a custom-branded layout.

Sound Transit, EVLE and OMF North, Snohomish County, WA – *Graphic Designer.* Macy assisted in the creation of many client reports and documents, including a 170+ page model code partnership (MCP) transit-oriented development InDesign document. She helped maintain consistency in branding and presentation across multiple deliverables and graphics to strengthen Sound Transit's brand image and recognition. Macy worked closely with multiple transit planners to create accurate, informative graphics and imagery that met client needs.

Sound Transit, Graham Street and Boeing Access Road Infill Stations Project Development, Seattle, WA – *Graphic Designer.* Macy collaborated closely with transit planners to create custom, illustrative cross-section graphics that represent multiple station placement options to aid the public's understanding of possible project outcomes. She also designed multiple sets of conceptual maps and diagrams that highlighted station placement options, existing conditions, work zone phasing, and traffic flow patterns, all with the goal of informing and engaging with the public.

JOHN BARDEN // Multimedia Visualizations

★ *Years of Experience: 35*

John is a creative digital designer with extensive insight into the transportation and transit markets. He is adept at translating a client's vision, conceptual ideas, and technical plans into highly persuasive and effective presentations, using the latest advancements in digital film, visualization, animation, photo-realistic renderings, and videos.

Credentials

- Bachelor of Science, Environmental Design, University of Colorado, Boulder

Relevant Experience

Virginia Department of Transportation, Route 35/40 Roundabout Visualizations, Sussex County, VA – *Visualizations.* In support of the Virginia Department of Transportation's Route 35/Route 40 roundabout project, John provided graphic design support for a range of meeting deliverables. His materials aligned with agency standards and were easy for community members to understand. This work supported the project's citizen information meeting by giving the team a consistent look and message across handouts, presentation content, and other communications.

Sound Transit, Graham Street and Boeing Access Road Infill Stations Project Development, Seattle, WA – *Visualizations.* Kimley-Horn is providing services to study adding infill light rail stations on the existing 1 Line of Sound Transit's Link light rail system. The contract objective is to assist Sound Transit in completing Alternatives Development and Conceptual Engineering/Environmental Review. Throughout the entire project, Kimley-Horn is supporting Sound Transit's efforts to engage local communities and stakeholders.

Triview Metropolitan District, Higby Road Improvements, Monument, CO – *Visualizations.* Higby Road is a minor arterial running east-west from Jackson Creek Parkway to Roller Coaster Road. The Triview Metropolitan District maintains the mile-long segment of the road between Jackson Creek Parkway and Harness Road. Due to ongoing development in Monument and El Paso County, the District has retained Kimley-Horn to design the widening of the road to its ultimate configuration. John developed graphics visualizations.

EXCEPTION TO TERMS AND CONDITIONS

Kimley-Horn respectfully requests the below modifications to the Terms and Conditions. Removals are shown with ~~strikethrough~~.

Terms and Conditions

17. Liability: The Firm shall indemnify, ~~defend,~~ and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the ~~sole~~ negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

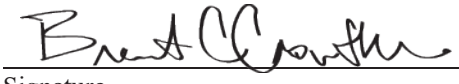
3. The undersigned further agrees by signing this form that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

4. The Firm certifies, by signing this form that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form or shall attach an explanation to this form.

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

Kimley-Horn and Associates, Inc. Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	On-Call Public Engagement Services for Integrated Capital Management Projects	#6488-26 Program Title (Type or Print)
Brent C. Crowther, PE, PTOE, RSP$_1$ Name of Certifying Official (Type or Print)	 Signature
Senior Vice President/Authorized Signer Title of Certifying Official (Type or Print)	3/23/2026 Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Kimley-Horn and Associates, Inc.

Organization:

111 East Broadway, Suite 600

Street address:

Salt Lake City, UT 94111

City, State, Zip:

Brent C. Crowther, PE, PTOE, RSP$_1$

CERTIFIED BY: (type or print)

Senior Vice President/Authorized Signer

TITLE:

3/23/2026

(signature) (date)

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: KIMLEY-HORN AND ASSOCIATES, INC.

Business name: KIMLEY-HORN AND ASSOCIATES, INC.

Entity type: Profit Corporation

UBI #: 601-432-568

Business ID: 001

Location ID: 0001

Location: Active

Location address: 421 FAYETTEVILLE ST
STE 600
RALEIGH NC 27601-1777

Mailing address: 421 FAYETTEVILLE ST
STE 600
RALEIGH NC 27601-1777

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Page 2 of 2

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Dec-31-2026	Jun-30-2025
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Sep-18-2023
Stanwood General Business - Non-Resident	2659			Active	Dec-31-2026	Dec-03-2024

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BARBER, BARRY L.	
BLAKELY, STEPHEN	
BLAKLEY, STEPHEN W.	
COLVIN, SCOTT W.	
COOK, RICHARD N.	
DVORAK JR., WILLIAM E.	
FLANAGAN, TAMMY L.	
FRYSINGER, ASHLEY M.	
GOOD, BRIAN A.	
HARRY, JENNIFER L	
KALTSAS, JOSEPH D.	
LEFTON, STEVEN E.	
MCENTEE, DAVID L.	
MUTTI, BRENT H.	
NATHAN, AARON W	

Registered Trade Names

Registered trade names	Status	First issued
KIMLEY-HORN AND ASSOCIATES, INC.	Active	Jun-02-2010

The Business Lookup information is updated nightly. Search date and time: 6/2/2026 9:56:23 AM

Contact us

How are we doing?
Take our survey!

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2026

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

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

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 770.552.4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg / 19445 **INSURER B :** New Hampshire Insurance Company / 23841 **INSURER C :** Lloyd's of London / 85202 **INSURER D :** Columbia Casualty Company / 31127 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1497376330 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL5268169	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
D	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			8038116944	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Professional Liability			RLUSP26000552026	4/1/2026	4/1/2027	Per Claim Aggregate	$2,000,000 $2,000,000

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

Re: KHA Project #198891000 - Spokane Public Engagement. The City of Spokane, its officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

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Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/15/2026

Date Rec'd	6/2/2026		
Clerk's File #	OPR 2024-0437		
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	JACKIE X6986	**Requisition #**	
Contact E-Mail	JJOHNSEN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WHEELSHARE 2024-2026 CONTRACT AMENDMENT		

Agenda Wording

This agenda item proposes to brief City Council on the potential for enacting an amendment to the 2024 Wheelshare Contract, which continues through the end of 2026, to consider adjustments to winter operational fees, fleet sizes and fleet composition.

Summary (Background)

Following the success of the fall 2018 shared mobility pilot program, the City launched a request for proposals to select an operator for an ongoing shared mobility program, WheelShare, for 2019-2021 with an option of two, two-year extensions. Lime was awarded the contract in May of 2019. One of the two optional two-year extensions was used in May 2021 extending the contract to May 2023. Council requested a shortened second contract extension lasting six months until November 2023. This shortened extension allowed a new request for proposals to be issued prior to the 2024 operating season for shared mobility devices. Multiple responses were received and evaluated by a team representing the Mayor's Office, the City Council, Public Works, Planning and Economic Development, and the Spokane Transit Authority. Neutron Holdings, Inc., doing business as Lime, submitted the top-scoring proposal and was recommended to operate under contract for a two-year period from 2024 to 2026, with the possibility of up to two optional two-year extensions, consistent with the previous contract structure. This agenda item proposes to brief City Council on the potential for enacting an amendment to the current contract to reflect proposed amendments. This contract extension considers adjustments to winter operational fees, fleet sizes and fleet composition. Pursuant to SMC 16A.62.035 adopted in April 2019, the City may allow the operation of application-based rental of electronically activated personal transportation devices.

What impacts would the proposal have on historically excluded communities?

The proposed contract requires that Lime make investments towards equity initiatives in the City of Spokane. Lime is proposing to continue the "Lime Access Program" which provides discounted fees for those who qualify. Reasons for eligibility include SNAP, Medicaid, Federal Subsidized Housing, and any other approved social service program. Further, a newly added equity component of the contract will require Lime to locate 10% of its deployed fleet in designated Equity Focus Areas (census tracts that have a score of 9 or 10 on the Council of Environmental Quality's Climate and Economic Justice Screening Tool).

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

Data collected regarding trip duration, distance, and speed is not parsed to individual demographic categories to protect individuals' data. An annual user survey issued by the provider serves to identify anonymized user demographics and trip characteristics to inform ongoing operations and city policy.

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

Using third party applications City staff can analyze trip duration, distance, speed, etc. to create geofenced areas for speed limits, parking restrictions, and no ride zones. Trip data also allows City staff to assess locations for improving active transportation infrastructure.

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

The City's shared mobility program aligns with the Transportation Goal B: Provide Transportation Choice "meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices." Shared mobility programs are also a part of the City's Transportation Demand Management Toolkit providing one solution to the first mile/ last mile barrier.

Council Subcommittee Review

Fiscal Impact

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

Narrative

WheelShare is a revenue source. The operator fee schedule is $17,000 /year with a vehicle charge of $0.75 / vehicle/day and a proposed winter vehicle charge of $0.33 /vehicle/day from Nov. 15 to March 15 for year-round operations.

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	BLACK, TIRRELL		
Division Director	BLACK, TIRRELL		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Holly Whited holly.whited@li.me	smacdonald@spokanecity.org
sgardner@spokanecity.org	cquinnhurst@spokanecity.org
eking@spokanecity.org	nzollinger@spokanecity.org

City Clerk's No. OPR 2024-0437

CITY OF SPOKANE

CONTRACT AMENDMENT

Title: **SHARED MOBILITY SERVICES AGREEMENT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **NEUTRON HOLDINGS INC., DBA LIME,** whose address is 85 2nd St First Floor San Francisco CA 94105, 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 Spokane WheelShare (Shared Mobility) Operator(s) Services; and

WHEREAS, changes to the Operating Requirements, Fee Schedule and Insurance Requirements from the original contract have 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 June 4, 2026, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on July 1, 2026 and shall run through December 31, 2028.

3. AMENDMENT.
Updated Operating Requirements are attached as Attachment B and the Updated Fee Schedule is attached as Attachment C; and

Amendment to Section 8 of the original contract as follows:

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

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~~ **$2,000.000** each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of ~~$1,000,000~~ **$2,000.000**, in order to meet the insurance coverage limits required in this Agreement; and

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

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

E. Cyber/Technology Errors and Omissions Insurance, which includes cyber insurance coverage, with limits of at least $1,000,000 per claim and in the aggregate.

4. COMPENSATION/FEES.
See the attached Updated Fee Schedule, Attachment C.

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

NEUTRON HOLDINGS INC., DBA LIME	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract Amendment
Attachment A - Certification Regarding Debarment
Attachment B – Shared Mobility Operating Requirements
Attachment C – Fees Schedule

26-113a

- 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)

ATTACHMENT B

Shared Mobility Operating Requirements

2026-2028 Requirements are subject to change.

Equipment and Safety

Requirement S1: All bicycles used by Shared Mobility Providers (Firm) shall meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, permitted systems shall meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210.

Requirement S2: Electric bicycles deployed as part of the Shared Mobility program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of *low-speed electric bicycles*; and shall be subject to the same requirements as ordinary bicycles (described in Requirement S1). This means that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Electric assist bikes shall comply with the Class 1 definition and requirements of RCW 46.04.169 and RCW 46.61.710.

Requirement S3: All bicycles shall meet the Revised Code of Washington's (RCW) requirements for lights during hours of darkness, described in RCW 46.61.780. This includes a front light that emits white light and a rear red reflector.

Requirement S4: All electric scooters used by Shared Mobility Providers shall be consistent with current industry standards for dockless e-scooters including, but not limited to the following features:

1. A warning bell.
2. A front white light.
3. A rear red light visible from a distance of at least 500 feet and that stays illuminated for at least 90 seconds after coming to a full stop.
4. Front and rear brakes.
5. A unique identifier.
6. Photo validation and geofencing technology to ensure parking and operational compliance.
7. Sidewalk riding detection hardware and software.
8. Functionality for remote control of individual and fleetwide scooter operations including, but not limited to:
    a. Preventing the beginning or ending of a rental trip outside service area boundaries;
    b. Slowing and stopping the device once rental trip exits service area boundaries;
    c. Slowing and stopping the device in designated no-ride zones within the service area;
    d. Reducing device speed in designated zones;
    e. Preventing the ending of trips in no parking zones or other geofenced areas;
    f. Requiring the ending of trips in designated parking zones or other geofenced areas; and
    g. Disabling the entire fleet when reasonably requested by the City.
9. Shared Mobility Providers under this program shall also comply with any e-scooter standard or regulation enacted or adopted by the State of Washington or federal agency during the course of the contract.

Requirement S5: Electric assist bikes and scooters shall be limited to 15 miles per hour on flat ground. Shared Mobility Providers shall utilize geofencing to restrict and reduce speeds in special areas or zones as defined by the City. Examples of special speed zones may include but are not limited to: Riverfront Park, sections of the Centennial Trail, the County Courthouse and Public Safety complex and other large public spaces or zones.

Requirement S6: Shared Mobility Providers shall provide a mechanism for customers to notify the Firm that there is a safety or maintenance issue with the bicycle or scooter.

Requirement S7: Shared Mobility Providers shall have visible language that notifies the user that:

1. Helmet use is encouraged by all users.
2. Bicycles and scooters are restricted from using sidewalks in the downtown retail district zone as defined by Spokane Municipal Code (SMC) 16A.04.100(Z) and SMC 16A.61.787.
3. Outside of downtown, bike and scooter riders shall yield to pedestrians on sidewalks per SMC 16A.61.787.

Requirement S8: Shared Mobility Providers agree that the City of Spokane is not responsible for educating users regarding laws and restrictions regarding bicycle and scooter use. Neither is the City responsible for educating users on how to ride or operate a bicycle or scooter. Shared Mobility Providers agree to educate users regarding laws applicable to riding and operating a bicycle and scooter in the City of Spokane and Spokane County, to encourage users to wear helmets and to comply with applicable laws.

Requirement S9: Use of shared mobility vehicles shall be limited to adults, 18 years of age or older. Shared Mobility Providers shall notify users of this requirement.

Requirement S10: Use of shared mobility vehicles shall be limited to use by one person; no passengers are permitted.

Requirement S11: Shared Mobility Providers shall actively promote proper and safe use and riding behavior for bicycles and scooters and encourage and promote the use of bicycle helmets. Riding behavior education should include the requirement to ride in roadways as opposed to sidewalks in the downtown, yielding to pedestrians, and selection of appropriate parking places. The Shared Mobility Provider shall encourage helmet use through partnerships and promotions with local bicycle shops, hotels, parks, and bicycle and pedestrian advocacy groups and/or through helmet promotions that provide free or reduced cost helmets to their users. This can be done through giveaways or helmet vending so long as the shared helmets are appropriately inspected and sanitized prior to re-distribution. Each Shared Mobility Provider, not the City, shall be responsible for ensuring helmets provided by such Shared Mobility Provider, whether free or at a reduced cost, complies with applicable and relevant helmet safety requirements.

Requirement S12: Speed zones shall be administered through geofencing as required by the City. A reduced speed zone shall be administered for Riverfront Park. Electric vehicles shall be limited to 7 miles per hour through the park. Geofence boundaries shall be adjusted such that these limits activate within the park, but do not interfere with travel on adjacent streets.

Requirement S13: In reference to Requirement S4, Shared Mobility Providers shall provide specifications detailing the capabilities of the vehicle fleet to accurately and automatically detect sidewalk riding and designated location-based parking zones. The Shared Mobility Provider shall demonstrate the ability to deploy both location-based parking restrictions and sidewalk-riding detection technology in designated operating zones within the City, such as the Downtown Business District.

Parking

Requirement P1: For dockless shared mobility systems, bicycles and scooters shall be parked in the landscape/furniture zone of the sidewalk, as indicated in Figure 1. Shared Mobility Providers shall inform customers regarding appropriate parking behavior and locations. For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for every location. The City of Spokane's Developer Services Division will provide guidance on locating shared mobility stations, as well as the additional permits that may be required.

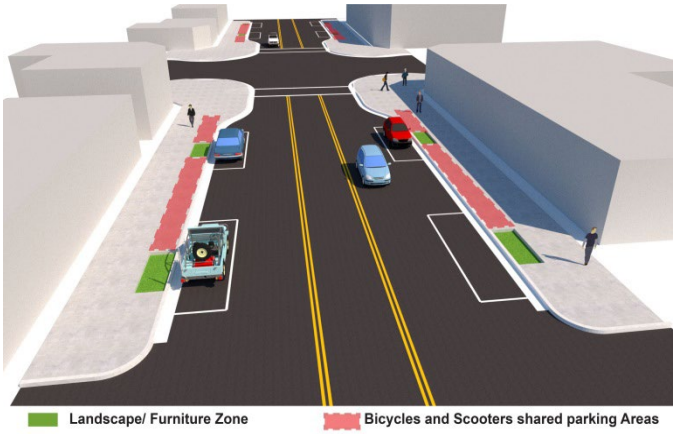


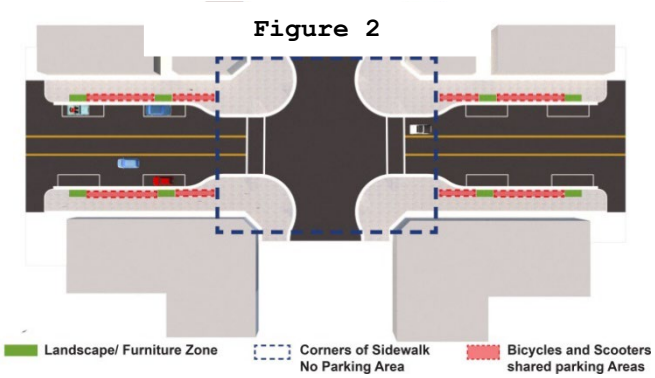
Figure 1

Requirement P2: For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for each location. The City of Spokane's Developer Services Division will review and provide guidance on locating shared mobility stations, as well as determine additional permits that may apply.

Requirement P3: Restrictions to allowed parking zones on sidewalks:

1. Bicycles shall not be parked at the corners of sidewalks as indicated in Figure 2.
2. Bicycles and scooters shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
3. On blocks without sidewalks, bicycles may be parked if the public right-of-way if the travel lane(s) and a 6-foot pedestrian clear zone are not impeded.

Figure 2



4. The City reserves the right to determine certain block faces where dockless shared mobility parking is prohibited. The City also retains the right to define limited parking zones near business entrances or bus stops. These zones should be closely monitored and parking re-balanced often if/when vehicles accumulate with regular use. The Shared Mobility Provider shall attend to these zones as needed to maintain functional pedestrian access.
5. Bicycles shall not be parked on the sidewalk or street adjacent to or within:
    a. Parklets and streateries;
    b. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
    c. Loading zones;
    d. Disabled parking zone;
    e. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
    f. Curb ramps;
    g. Building entryways; and

h. Driveways.

Requirement P4: These requirements relate to operations within the City of Spokane Right-of-Way. Additional zones may be established; for example, locations within parks, publicly-accessible plazas, on-street parking spaces (bike corrals), off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the customer through signage approved by the respective entity and/or through the mobile and web application.

Requirement P5: The City retains the right to require operators to create geo-fenced stations within certain areas where bicycles and scooters shall be parked. All city-installed scooter and bike corrals shall be geo-fenced for scooter deployment and shall have incentives for users to park in these areas.

Requirement P6: Any dockless bicycle or scooter that is parked in one location for more than 7 consecutive days without moving may be removed by City of Spokane crews and taken to a City facility for storage at the expense of the Shared Mobility Provider. The City shall invoice the Shared Mobility Provider for the vehicle removal and storage expenses.

Requirement P7: All permitted operators shall provide, on every bicycle and scooter, contact information for bicycle and scooter relocation requests.

Requirement P8: Bicycles and scooters shall be upright when parked.

Requirement P9: Any bicycle or scooter that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the Shared Mobility Provider within the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

Requirement P10: Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).

Requirement P11: If parking behavior becomes problematic, as deemed by the City, the City retains the right to require the Shared Mobility Provider to incentivize proper parking etiquette. This would include the use of geofencing and appropriate signs/markings to highlight appropriate parking locations and promotional information distributed to users to offer discounted rates to be earned by prolonged good behavior. The City will consider discounts to quarterly vehicle fees charged to the Shared Mobility Provider, as noted in the shared mobility contract, based on amount invested in operational and technological parking innovations.

Requirement P12: The Shared Mobility Provider shall implement and maintain a system for fining users for wrongly parked vehicles as determined by user-taken end-of-trip photos. Such fines shall follow an escalating scale of $10 for the first violation, $20 for the second violation, $50 for the third violation and removal from the program for the fourth violation.

Operations

Requirement O1: All Shared Mobility Providers shall have a staffed operations/maintenance center located in the City of Spokane.

Requirement O2: All Shared Mobility Providers shall have a local manager(s). The Shared Mobility Provider shall provide the contact info (cell phone number and e-mail) for the local manager(s) to the City of Spokane program manager.

Requirement O3: All Shared Mobility Providers shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.

Requirement O4: All Shared Mobility Providers shall provide the City with a direct contact for Shared Mobility Provider staff that are capable of rebalancing bicycles. All permitted Shared Mobility Providers shall relocate or rebalance according to the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

Requirement O5: All Shared Mobility Providers shall have a performance bond of $80/bicycle or scooter, with a cap of $10,000. The form of the bond shall be approved by the City. These funds shall be accessible to the City for future public property repair and maintenance costs that may be incurred, removing, and storing bicycles improperly parked, or if a company is not present to remove bicycles if its contract is terminated. If a permitted operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional bicycles.

Requirement O6: Any inoperable bicycle or scooter, or any bicycle or scooter that is not safe to operate shall be removed from the right-of-way within 24 hours of notice by any means to the Shared Mobility Provider by any individual or entity and shall be repaired and safety inspected before putting the bicycle or scooter back into revenue service.

Requirement O7: All Shared Mobility Provider(s) shall have a minimum bicycle and scooter fleet of 500 vehicles; operators shall meet this fleet size within one calendar week of the initial launch date. The vehicle fleet shall include at least 50 bicycles. The vehicle fleet shall also include a daily average of 25 sit-down scooters by the end of the 2026 season and launch in spring 2027 between 25 and 250 seated scooters/Lime Gliders to be assessed for continuation at the end of that year. The maximum fleet size shall be 2000 vehicles unless otherwise approved in writing by the City. The maximum vehicle cap may also be raised by 250 additional vehicles if the average trips-per-vehicle is 2.5 or higher. Prior to raising the cap in this manner, the City shall be notified.

Weather conditions permitting, the Shared Mobility Provider shall maintain the minimum fleet size from March 15th through November 15th. Fleet size may be reduced from November 15th through March 15th; vehicles should be deployed during this time period when weather and street conditions allow. The fee shall be reduced to 0.33$ per vehicle per day from November 15 to March 15. Re-introduction after

winter closures shall be done only with approval from the City.

Requirement O8: The City may determine additional or altered operating requirements based on data received as part of the data sharing requirements specified below.

Requirement O9: Every bicycle and scooter shall have a unique identifier that is visible to the user on the bicycle.

Requirement 10: Shared Mobility Providers shall have a process in place to handle and address property damage claims and complaints related to operation of their shared mobility vehicles. Shared Mobility Providers shall provide contact information to the City for Shared Mobility Provider staff responsible for addressing property damage issues.

Requirement O11: If the City incurs any costs addressing or abating any violations of these requirements or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the permitted operator shall reimburse the City for such costs within thirty days.

Requirement O12: The City reserves the right to terminate a Shared Mobility Provider's participation in the program at any time and require that the entire fleet of bicycles be removed from Spokane streets. The decommissioning shall be completed within 5 days unless a different time period is determined by the City.

Requirement O13: If a permitted Shared Mobility Providers' scooter or e-bike is thrown, discharged, disposed or deposited in the City's bodies of water, including but not limited to the Spokane River, in addition to any applicable penalty, the Shared Mobility Provider shall, if practically possible and safe to do so, retrieve such scooter from the City's waters within 24 hours of knowledge of the incident, whether reported by the public, within the Shared Mobility Provider's software or by other means. If the Shared Mobility Provider does not retrieve such scooter from the City's waters within the specified time limit, the City, in its sole discretion, may retrieve such scooter from the City's waters, and the Shared Mobility Provider shall, in addition to being subject to other applicable penalties, reimburse the City's reasonable retrieval cost.

> Exception: Any Shared Mobility Providers' scooter or e-bike thrown, discharge or deposited within the Monroe Street and Upper Falls HED Project Boundary (as shown below) shall be retrieved only by licensed and insured contractors approved by the City.

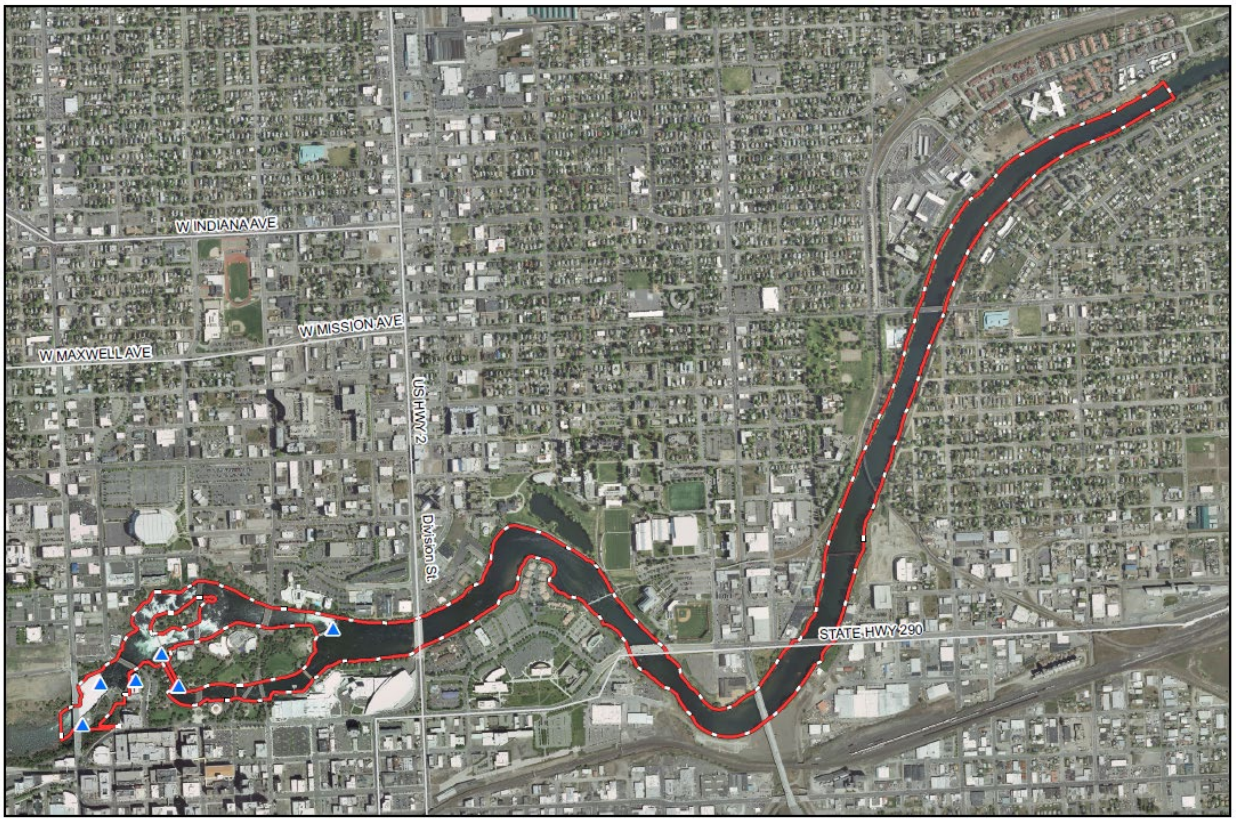


Figure 3: Monroe Street and Upper Falls HED Project Boundary, Source: Avista Utilities

Requirement O14: The Shared Mobility Provider shall promptly disclose any patterns of vandalism, sabotage, or other intentional destruction of its devices that render the devices unsafe to operate.

Special Events and Standing Weather Conditions

Requirement SS1: All permitted Shared Mobility Providers shall coordinate and cooperate with City staff regarding operations during special events. Special events may include but are not limited to: Bloomsday, Hoopfest, Lilac Day Parade, Pigout in the Park. During special events, shared mobility vehicle placement, parking and use may be prohibited or restricted within or near the location of the special event as defined by the City. Shared Mobility Providers shall provide adequate staffing during the special events to comply with the restrictions, rebalancing or removing vehicles as needed. When feasible, Shared Mobility Providers may be required to establish special geofenced boundaries that make the vehicles inoperable or operate at reduced speeds within or near the defined special event zone. The City will consider discounts to quarterly vehicle fees, as noted in the shared mobility contract, based on amount invested in operational and technological event management innovations such as geo-fencing and associated staffing requirements.

Shared Mobility Providers shall coordinate with City staff and special event organizers to identify and

establish designated parking locations outside of the event zone for the parking of shared mobility vehicles.

Requirement SS2: Shared mobility vehicles shall be removed from city streets during snowy or icy weather conditions and in advance of anticipated significant weather events. Vehicles shall not be returned to operation until snow and ice have dissipated by natural means. This will be substantiated by melted/thawed conditions with temperatures above freezing for the duration of the time between 6:00 a.m. and 9:00 p.m. and which will allow safe usage of bicycles and scooters. During City declared weather or snow emergencies, Shared Mobility Providers shall remove all vehicles from the public right-of-way within 4 hours.

Data Sharing

Requirement DS1: The Shared Mobility Provider shall make data available to the City that is compliant with the Mobility Data Specification (MDS) format. The data shall be made available to the City, at a minimum, on a weekly basis.

Requirement DS2: The Shared Mobility Provider shall make available to City staff a 'data dashboard' that provides access to data that is updated on a daily basis. The minimum basic data provided and available for viewing should include:

- Number of each vehicle (bicycle and scooters) deployed
- Number of rides/trips
- Average trip length
- Average trip distance

Requirement DS3: All permitted Shared Mobility Providers shall cooperate with the City in the distribution of customer surveys related to shared mobility through notifications and links on the Shared Mobility Providers application and through e-mail notification of Shared Mobility Provider's customers.

Requirement DS4: All permitted Shared Mobility Providers shall keep a record of maintenance activities, including but not limited to bicycle and scooter identification number and maintenance performed. These records shall be sent to the City monthly.

Requirement DS5: All permitted Shared Mobility Providers will keep a record of reported collisions. These records will be sent to the City monthly.

Requirement DS6: All permitted Shared Mobility Providers agree to the City using a third-party consultant or researcher for evaluation of shared mobility. Data will be shared with the City's consultant or third-party researcher only for the purposes of evaluation and/or enforcement of the Shared Mobility Operating Requirements.

Requirement DS7: The Shared Mobility Provider is responsible for securing, maintaining and validating all data, including any geospatial data, required to implement sidewalk riding detection technology. The

Shared Mobility Provider shall provide sidewalk riding detection data to the City upon request in a format specified by the City.

Requirement DS8: The Shared Mobility Provider shall require that all users take a photo of the parked device before ending a trip and implement strategies to compel users to take the required trip-end photo. The Shared Mobility Provider shall also provide instructions within the app that assure riders take trip-end photos that clearly show if a device is properly parked. The Shared Mobility Provider shall have a method for reviewing trip-end photos for compliance with parking rules, and work with the City to use these photos to promote parking compliance. Trip-end photos are not required for users that access a device without using a smartphone.

Equity

Requirement E1: Shared Mobility Providers shall implement and maintain a program that allows for use of bikes/scooters without a smart phone app.

Requirement E2: Shared Mobility Providers shall implement and maintain a program that allows for cash payment to use shared mobility through programs and partnerships such as PayNearMe.

Requirement E3: Shared Mobility Providers shall publicize and promote available equity programs.

Requirement E4: The Shared Mobility Provider shall distribute at least 10% of its deployed fleet in designated Equity Focus Areas. These Areas are designated as the following areas: census tracts that have a score of 9 or 10 on the Council of Environmental Quality's Climate and Economic Justice Screening Tool.

Fees and Donations

Requirement F1: Shared Mobility Providers shall pay applicable fees as noted in the City's shared mobility contract and associated fee schedule.

Requirement F2: Any fees arising from the need for City crews to relocate or remove bicycles from any location where a bicycle is prohibited under this permit shall equal the City crews' hourly rate plus fifteen percent.

Requirement F3: Shared Mobility Providers shall administer a donation program that allows users to donate to a designated local non-profit organization through the smart phone app.

Enforcement and Penalties

Requirement EP1: The City may seek all applicable penalties, including but not limited to fines, suspension or termination of a Shared Mobility Provider's participation in the program, restitution or other

equitable relief against any Shared Mobility Provider that violates any section of the Shared Mobility Operation Requirements or Spokane Municipal Code.

Requirement EP2: Violations shall be subject to a fine of not less than $500.00 and not more than $10,000 for each such violation. Each day that any violation shall continue shall be deemed a separate and distinct offense.

Requirement EP3: The City may suspend a Shared Mobility Provider from operating shared scooter services in the City for up to 30 days for: (i) repeated violations, as determined by the program manager; or (ii) egregious violations; or (iii) violations that pose a significant threat to safety. Violations that may result in license suspension include, but are not limited to:

i. To operate with devices that do not conform to standards;
ii. To operate with devices that have not been approved for deployment;
iii. Failure to disclose maintenance records;
iv. Failure to follow maintenance procedures;
v. Failure to provide functioning sidewalk riding detection technology;
vi. Operating outside of permitted hours;
vii. Operating outside of permitted service area;
viii. Exceeding device maximum caps;
ix. Failure to meet Equity Focus Area minimums;
x. Failure to meet device parking standards;
xi. Violating payment or fee calculation rules;
xii. Failure to adhere to order to remove or disable devices;
xiii. Failure to meet operational standards;
xiv. Failure to adhere to geofence requirements;
xv. Failure to meet education and outreach requirements;
xvi. Failure to submit required reporting;
xvii. Failure to comply with MDS API integration requirements;
xviii. Failure to remedy improperly parked devices.

ATTACHMENT C

Fees – Shared Mobility

Annual Fee: $17,000
plus
Fee Per Vehicle: $.75 / vehicle / day
Winter Operations Reduced Fee Per Vehicle: $.33/vehicle/day
(November 15-March 15)

Possible Discounts:

1. The Shared Mobility Provider (Firm) shall through its safety initiatives, provide and distribute bicycle helmets. The fee charged to the Firm for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Firm in helmets up to 15% of the total quarterly fee amount. The Firm shall provide backup documentation of this investment as well as helmet distribution numbers to City Staff.
2. The Shared Mobility Provider shall through its existing equity programs make investments towards equity initiatives in the City of Spokane. The fee charged to the Firm for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Firm in equity programs up to 15% of the total quarterly fee amount. The Firm shall provide back-up documentation of this investment to City staff.
3. The Shared Mobility Provider shall cooperate and collaborate with City staff on operation and technological innovations related to parking, vehicle charging, vehicle sensors and other items related to the Smart Cities initiative. Specific details of involvement and investment in these initiatives may be addressed through future contract amendments as needed. The fee charged to the Firm for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Firm in these innovations up to 15% of the total quarterly fee amount.
4. The Shared Mobility Provider shall administer a donation module enabling user donations to a specified local non-profit organization. The fee charged to the Firm for daily vehicle activity, calculated on a quarterly basis, shall be reduced by a non-scalable credit up to $5,000 when the donation program is administered in the City of Spokane.
5. Total quarterly fee reductions to the Firm shall not exceed 50% of the total quarterly fee amount.

Notes:

1. Fees shall be paid according to Attachment A “Terms and Conditions”.
2. The vehicle fee will be charged based on vehicles in operation on any given day. If vehicles are removed from operation due to weather or other conditions, the fee will not apply.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2026

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN121945081-Neutr-Cyb-25-26	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Neutron Holdings, Inc. Lime 444 Townsend Street, San Francisco, CA 94107	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** SEA-004168606-01 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber / Technology Errors &			D95181351	11/01/2025	11/01/2026	Per Claim	1,000,000
	Omissions Liability			SIR applies per policy T&C			General Aggregate	1,000,000

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

Evidence of Coverage

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/28/2026

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

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PRODUCER
Aon Risk Insurance Services West, Inc.
San Francisco CA Office
425 Market Street
Suite 2800
San Francisco CA 94105 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The First Liberty Insurance Corporation	33588
INSURER B:	Lloyd's Syndicate No. 1971	AA1120206
INSURER C:	Liberty Mutual Fire Ins Co	23035
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Neutron Holdings, Inc.
444 Townsend Street
San Francisco CA 94107 USA

COVERAGES **CERTIFICATE NUMBER:** 570120309632 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			CSDIG2600005 General Liability SIR applies per policy terms & conditions	05/01/2026	05/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR/Deductible	$1,000,000 $500,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			AS2-661-067212-026 Business Auto Coverage	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			CSDIG2600006 SIR applies per policy terms & conditions	05/01/2026	05/01/2027	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC6661067212035 Workers Compensation	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)

City of Spokane is included as Additional Insured in accordance with the policy provisions of the General Liability policy. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions will govern how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570120309632

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BLANKET ADDITIONAL INSUREDS WITH PRIMARY AND NON-CONTRIBUTORY WORDING

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this Coverage Part; and

(2) was executed prior to:

(a) the "bodily injury" or "property damage"; or

(b) the offense that caused the "personal and advertising injury",

for which such additional insured seeks coverage.

However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. such person or organization's financial control of a Named Insured; or

2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" as grantor of a franchise to the Named Insured.

D. Lessor of Equipment

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Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such land, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage", or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:

    a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

    b. the construction, erection, or removal of elevators; or

    c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

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The coverage granted by this paragraph does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

   a. the Named Insured's acts or omissions; or

   b. the acts or omissions of those acting on the Named Insured's behalf,

   in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

J. Vendor

Any person or organization but only with respect to such person or organization's liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

   a. "bodily injury" or "property damage" for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

   b. any express warranty unauthorized by the Named Insured;

   c. any physical or chemical change in any product made intentionally by such person or organization;

   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 any inspections, adjustments, tests or servicing that such person or organization 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 such person or organization's premises in connection with the sale of a product;

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g. products which, after distribution or sale by the Named Insured, have been labelled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. "bodily injury" or "property damage" arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs d. or f. above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured 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 Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph J. also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;

b. to any of "your products" for which coverage is excluded by endorsement to this Coverage Part; nor

c. if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor

2. for "bodily injury" or "property damage" included within the "products-completed operations hazard" except to the extent all of the following apply:

a. this Coverage Part provides such coverage;

b. the written contract or agreement described in the opening paragraph of this Additional Insureds Endorsement requires the Named Insured to provide the additional insured such coverage; and

c. the "bodily injury" or "property damage" results from "your work" that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

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A. The following paragraph is added to **SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **4. Other Insurance**:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this provision, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

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NOTICE OF CANCELLATION TO THIRD PARTIES ENDORSEMENT

If we cancel this Policy for any reason other than non-payment of premium, we will notify the Person(s) or Organization(s) shown in the Schedule of this endorsement. We will send notice to the email or mailing address shown in the Schedule at least thirty (30) days before the cancellation becomes effective.

It is hereby agreed that we will provide ten (10) days prior written notice of cancellation for non-payment of premium to the person or organisation in the schedule below.

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the Policy.

Schedule

Name of Persons or Organization(s)	Email Address or Mailing Address
Per schedule on file with us.	Per schedule on file with us.

All other terms and conditions remain unchanged.

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: NEUTRON HOLDINGS, INC.

Business name: LIME BIKE

Entity type: Profit Corporation

UBI #: 604-138-183

Business ID: 001

Location ID: 0001

Location: Active

Location address:
85 2ND ST
STE 300
SAN FRANCISCO CA 94105-3457

Mailing address:
85 2ND ST
STE 300
SAN FRANCISCO CA 94105-3457

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held a	License #	Count	Details	Status	Expiration dat	First issuance
Airway Heights General Business - Non-Resident				Active	Oct-31-2026	May-11-2022
Bothell General Business - Non-Resident	12448			Active	Oct-31-2026	Jul-16-2021
Redmond General Business - Non-Resident				Active	Oct-31-2026	Apr-06-2021
Spokane General Business - Non-Resident				Active	Oct-31-2026	May-04-2021

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BAO, ZHOUJIA	
BINDER, SARAH	
GRAY, DANIELLE	
KRAUS, JOE	
MACDONALD, ANDREW	
SMITH, SARAH	
TING, WAYNE	
VIVIAN, YCARO	GLOBAL HEAD OF TAX

Registered Trade Names

Registered trade names	Status		First issued
LIME	Active		Jul-21-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/24/2026 11:19:59 AM

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Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/1/2026		
Clerk's File #	OPR 2026-0596		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE COLLECTION	**Bid #**	ITB 6477-26
Contact Name/Phone	TRACE 625.6524	**Requisition #**	MASTER
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER CONTRACT FOR DUMPSTER REFURBISHING SERVICES		

Agenda Wording

Five-year master contract with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse/recycling containers and roll off boxes - estimated annual expenditure - $400,000, plus applicable taxes.

Summary (Background)

The Solid Waste Collection and Disposal Departments own an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). Refurbishing dumpsters extends their useful life, saves resources and is generally less expensive than purchasing new dumpsters. Bid #6477-26 was issued with two responses received. After factoring in the costs to the city for both vendors to transport dumpsters between the city and their locations, it was determined that Linn Machine & Manufacturing, Inc. was the lowest cost responsive bidder.

What impacts would the proposal have on historically excluded communities?

No impacts are identified. 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 as identified. We recognize the need to maintain affordability and predictability for all solid waste customers and are committed to being 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?

This routine purchase is designed to manage costs and continue to provide solid waste services in support of all ratepayers. It will not impact race, 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?

Public Works follows the City's established procurement and bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance. Expenses are tracked through FMS and equipment is monitored by department staff to ensure durability and longevity in the field.

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 master contract is consistent with annual budget strategies to limit costs and aligns with the city's procurement and purchasing policies. The services provided in this contract align with ordinance SMC 13.02.0340 Customers Must Use Only Approved Containers and Comprehensive Plan CFU 5.5 Waste Reduction and Recycling. Refurbishing dumpsters allows Solid Waste to keep an adequate inventory of dumpsters that are compatible with solid waste equipment and promotes waste reduction. Most dumpsters can be refurbished several times before they reach the end of their useful life.

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,000,000
Current Year Cost	$ 400,000
Subsequent Year(s) Cost	$ 400,000

Narrative

Dumpsters are refurbished on an as-needed basis. This is a routine service that is planned for annually in both Solid Waste Departments' budgets.

Amount		Budget Account
Expense	$ 400,000 (plus applicable taxes)	# various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes, this funding source is sustainable through revenue obtained by providing solid waste and disposal services.

Expense Occurrence	Recurring

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

Dumpsters provide necessary equipment for refuse and recycling collection which generates revenue.

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE		
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Signer: Richard Linn (rich@linnmachine.com)	tbradburn@spokanecity.org
rschoonover@spokanecity.org	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	rrinderle@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2026-0596

City of Spokane

MASTER PURCHASED SERVICE CONTRACT

Title: **REFURBISH REFUSE/RECYCLING CONTAINERS AND ROLL OFF BOXES – AS NEEDED**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LINN MACHINE AND MANUFACTURING, INC.**, whose address is 16705 East Euclid Avenue, Building 7, Suite 4 Spokane Valley, Washington, 99216, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.
The Company will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **REFURBISH REFUSE/RECYCLING CONTAINERS AND ROLL OFF BOXES – AS NEEDED**, ITB 6477-26. Company's Response to RFP is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.
The term of this Contract begins on September 1, 2026, and shall run through August 31, 2031, unless amended by written agreement or terminated earlier under the provisions.

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

4. COMPENSATION / PAYMENT.
This is a unit-price contract with pricing based on Attachment "B" to the RFP - Pricing Page, with no guarantee of minimum or maximum order amount.

The Company shall submit its applications for payment to the applicable department that requested the services being invoiced: Solid Waste Disposal, 2900 S. Geiger Blvd, Spokane, Washington 99224, or Solid Waste Collections, 915 N. Nelson St, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. INDEMNIFICATION.
The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury

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

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

7. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this

Contract. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. STANDARD OF PERFORMANCE.
The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional company performing the same or similar services at the time the services under this Contract are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

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

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

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

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

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

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

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

shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

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

LINN MACHINE AND MANUFACTURING, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment
Exhibit B - Company's Response to ITB

26-146

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

September 1, 2026 Through August 30, 2027

Labor rates will be firm for first year after the contract commencement date. Pricing Adjustments for Labor Rates will be considered on an annual basis thereafter.

PRICING PAGE
ITB 6477-26, Refurbish Refuse and Recycling Containers, and Roll Off Boxes - As Needed Over Five-Year Period
Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. **Sales tax should NOT be included in unit pricing**. All submissions shall be tabulated by the City who will apply the applicable sales tax rate to bids.
Quantities: Quantities shown on "Pricing Pages" are estimates only and are not to be construed as firm or guaranteed. Quantities shall be bid on a more or less basis. Actual quantities may be more or less. Orders will be placed as needed throughout contract term.
Evaluation: For evaluation purposes, award of contract will be to lowest responsive responsible bidder based on the annual overall-extended total costs comprised of extended cost total for the Solid Waste Collection Department and the Solid Waste Disposal Department; and the total markup cost based on bidder's percentage markup on the annual estimated annual material cost of $177,815.
The winning Vendor shall receive a five-year unit priced contract, September 1, 2026 through August 30, 2030, **for a not-to- exceed annual amount of $400,000**. Upon complete and accepted performance by the Vendor, the City shall issue payment(s) in the applicable amounts set forth per Contract for actual services requested, performed and accepted.
Labor Rates shall be firm throughout the first year of the contract period. Rate increases can be requested at the anniversary date of the contract. All Rate increases will be provided with justification for such price increase and must be agreed upon by both parties.
Delivery and Pickup Charges for refuse containers, recycling containers, and roll off boxes are based off of the "Delivery and Pickup Rate" submitted by Bidder. The rate would also apply for delivery of parts for Solid Waste Collection to install.

Spokane Solid Waste Collection Department - REFUSE CONTAINERS				**Hrly Rate**	**Extended Cost**
Refuse Containers	CLEANING & PREP	Annual Hours Estimated	72	$60.00	$4,320.00
Refuse Containers	SANDBLASTING	Annual Hours Estimated	673	$99.00	$66,627.00
Refuse Containers	REPAIRS & WELDING	Annual Hours Estimated	2,466	$94.00	$231,804.00
Refuse Containers	PAINTING	Annual Hours Estimated	748	$99.00	$74,052
Refuse Containers	DECALS & STRIPING	Annual Hours Estimated	205	$60.00	$12,300.00
Refuse Containers	DELIVERY & PICKUP	Annual Hours Estimated	122	$60.00	$7,320.00

Spokane Solid Waste Collection Department- RECYCLING CONTAINERS				Hrly Rate	Extended Cost
Recycling Containers	CLEANING & PREP	Annual Hours Estimated	8	$60.00	$480.00
Recycling Containers	SANDBLASTING	Annual Hours Estimated	75	$99.00	$7,425.00
Recycling Containers	REPAIRS & WELDING	Annual Hours Estimated	274	$94.00	$25,756.00
Recycling Containers	PAINTING	Annual Hours Estimated	83	$99.00	$8,217.00
Recycling Containers	DECALS & STRIPING	Annual Hours Estimated	23	$60.00	$1380.00
Recycling Containers	DELIVERY & PICKUP	Annual Hours Estimated	14	$60.00	$840.00

Spokane Solid Waste Disposal Department - CONTAINERS				Hrly Rate	Extended Cost
Containers	CLEANING & PREP	Annual Hours Estimated	3	$60.00	$180.00
Containers	SANDBLASTING	Annual Hours Estimated	0	$99.00	$0.00
Containers	REPAIRS & WELDING	Annual Hours Estimated	136	$94.00	$12,784.00
Containers	PAINTING	Annual Hours Estimated	0	$99.00	$0.00
Containers	DECALS & STRIPING	Annual Hours Estimated	0	$60.00	$0.00
Containers	DELIVERY & PICKUP	Annual Hours Estimated	0	N.A.	

ALL MATERIALS AND REQUESTED REPLACEMENT PARTS:

Percentage Markup: All Materials and Requested Replacement Parts that Vendor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be markup over Vendor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Vendor to purchase the materials will be added to the pre-markup amount. The percentage "markup" will remain firm, with no adjustments, during the contract.	Estimated annual cost of Materials and Replacement Parts is **177,815** plus 17 %	Enter Percentage Markup Here:	$30,228.55 %

Delivery and Pickup Charges for refuse containers, recycling containers, and roll off boxes are based off of the "Delivery and Pickup Rate" submitted by Bidder. The rate would also apply for delivery of parts for Solid Waste Collection to install.

Enter Vendor's Name and the Individual's Name, Email, and Phone Number submitting this bid response:

VENDOR NAME	LINN MACHINE and mfg. INC.
NAME & SIGNATURE	Richard G Linn Richard G. Linn
EMAIL	RichG@Linnmachine.com
PHONE NUMBER	509-891-5600/cell 509-954-1175

CITY OF SPOKANE
NELSON CENTER PURCHASING
PHONE 509 625 6527

ITB 6477-26 Refurbish Refuse and Recycling Containers, and Roll Off Boxes - As Needed Over Five-Year Period

QUANTITIES: For evaluation purposes, award of contract will be to lowest responsive responsible bidder based on the annual overall-extended total costs comprised of extended cost total for the Solid Waste Collection Department and the Solid Waste Disposal Department; and the total markup cost based on bidder's percentage markup on the annual estimated annual material cost of $177,815.

EVALUATION: For evaluation purposes, Bidder's OVERALL ESTIMATED TOTAL ANNUAL LABOR COST to rebuild cylinders will be used. Comparative Purposes Only: Bidder's Percentage Markup, Re-Chroming Cost Per Square Inch, and Other Costs would not be included in the evaluation unless they appear to be significantly uncompetitive and could result in unnecessarily high cost to the City.

The winning Vendor shall receive a five-year unit priced contract, September 1, 2026 through August 30, 2030, for a not-to- exceed annual amount of $400,000. Upon complete and accepted performance by the Vendor, the City shall issue payment(s) in the applicable amounts set forth per Contract for actual services requested, performed and accepted.

Labor Rates shall be firm throughout the first year of the contract period. Rate increases can be requested at the anniversary date of the contract. All Rate increases will be provided with justification for such price increase and must be agreed upon by both parties.

Delivery and Pickup Charges for refuse containers, recycling containers, and roll off boxes are based off of the "Delivery and Pickup Rate" submitted by Bidder. The rate would also apply for delivery of parts for Solid Waste Collection to install.

The City reserves the right to have any type or quantity of container refurbished by the awarded Vendor. Should it be realized, at a later point in time, during the life of resulting contract, that additional container type(s) or additional repair(s) not listed in this bid are required, the City may request Vendor to provide cost-free estimates, prior to any work being done. - Estimates should include proposed turn-around time. However, the Proposer is held to the bid price on all industry standard containers.

September 1, 2026 - August 30, 2030
Labor Rates shall be firm throughout the first year of the contract period, 9/1/2026 - 8/30/2027. Rate increases can be requested at the anniversary date (implied 9/1/20xx) throughout the five-year contract. All Rate increases will be provided with justification for such price increase and must be agreed upon by both parties.

		VENDOR:	**Linn Machine and Manufacturing, Inc.**		**Superior Welding and Fabrication LLC**	
Spokane Solid Waste Collection Department - CONTAINERS	Description	Annual Estimated Hours	Hourly Rate / Percentage Markup	Extended Cost	Hourly Rate / Percentage Markup	Extended Cost
Refuse Containers	Cleaning & Prep	72	$60.00	$4,320.00	$75.00	$5,400.00
Refuse Containers	Sandblasting	673	$99.00	$66,627.00	$75.00	$50,475.00
Refuse Containers	Repairs & Welding	2466	$94.00	$231,804.00	$75.00	$184,950.00
Refuse Containers	Painting	748	$99.00	$74,052.00	$75.00	$56,100.00
Refuse Containers	Decals & Striping	205	$60.00	$12,300.00	$75.00	$15,375.00
Refuse Containers	Delivery and Pickup	122	$60.00	$7,320.00	$100.00	$12,200.00
Recycling Containers	Cleaning & Prep	8	$60.00	$480.00	$75.00	$600.00
Recycling Containers	Sandblasting	75	$99.00	$7,425.00	$75.00	$5,625.00
Recycling Containers	Repairs & Welding	274	$94.00	$25,756.00	$75.00	$20,550.00
Recycling Containers	Painting	83	$99.00	$8,217.00	$75.00	$6,225.00
Recycling Containers	Decals & Striping	23	$60.00	$1,380.00	$75.00	$1,725.00
Recycling Containers	Delivery and Pickup	14	$60.00	$840.00	$100.00	$1,400.00
Spokane Solid Waste Collection Department - CONTAINERS						
Containers	Cleaning & Prep	3	$60.00	$180.00	$75.00	$225.00
Containers	Sandblasting	0	$99.00	$0.00	$0.00	$0.00
Containers	Repairs & Welding	136	$94.00	$12,784.00	$75.00	$10,200.00
Containers	Painting	0	$99.00	$0.00	$0.00	$0.00
Containers	Decals & Striping	0	$60.00	$0.00	$0.00	$0.00
Containers	Delivery and Pickup	0	$0.00	$0.00	$0.00	$0.00
ALL MATERIALS AND REQUESTED REPLACEMENT PARTS:		Estimated annual cost of Materials and Replacement Parts is 177,815 plus markup %	17%	$30,228.55	10%	$17,781.50
		Subtotal Annual Estimate	$483,713.55		$388,831.50	
		Tax 9.1%	$44,017.93		$35,383.67	
EXTENDED ANNUAL ESTIMATE TOTAL (not including parts and materials)			**$527,731.48**		**$424,215.17**	

			Linn Machine and Manufacturing, Inc.		**Superior Welding and Fabrication LLC**	
Spokane Solid Waste Collection Department - CONTAINERS	**Description**	**Annual Estimated Hours**	**Hourly Rate**	**Estimated Annual Extended Delivery / Pickup Cost**	**Hourly Rate / Percentage Markup**	**Estimated Annual Extended Delivery / Pickup Cost**
Refuse Containers	Delivery and Pickup	122	$60.00	$7,320.00	$100.00	$12,200.00
Recycling Containers	Delivery and Pickup	14	$60.00	$840.00	$100.00	$1,400.00
136 annual estimated hours equates to an Estimated Annual Actual Total of 136 Trips, as incumbent welder is located with 9 miles and can perform delivery and pickup with one hour.	**Total 136 Delivery and Pickups,** with a pickup-and-delivery being completed in an hour		Estimated annual total expense for pickup and delivery with regional Vendor 136 trips x $60 per trip would equate to an **annual estimated extended delivery/pickup cost of $8,160.**		Estimated total expense for pickup and delivery for 136 trips, time 12 hours per round trip, would equate to 1,632 annual hours, time $100 per hour would equating to an **annual estimated extended delivery/pickup cost of $163,200.**	

LINNMAC-01 MFLEMING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2026

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 Blasingame Insurance 200 North Argonne Spokane Valley, WA 99212	CONTACT NAME: PHONE (A/C, No, Ext): (509) 891-1000 FAX (A/C, No): (509) 891-1430 E-MAIL ADDRESS: office@blasingameins.com
INSURED Linn Machine and Mfg Inc. BLDG N7-4 3808 N Sullivan Rd Spokane Valley, WA 99216	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Cincinnati Ins Co — 10677 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		ECP 0175828	1/7/2026	1/7/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ECP 0175828	1/7/2026	1/7/2027	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? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ECP 0175828	1/7/2026	1/7/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Property			ECP 0175828	1/7/2026	1/7/2027	BPP	118,371

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane, their officers and employees are named as additional insured as respects to their interest in the operations of the named insured.

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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License Information:

New search Back to results

Entity name: LINN MACHINE AND MANUFACTURING, INC.

Business name: LINN MACHINE AND MANUFACTURING

Entity type: Profit Corporation

UBI #: 602-351-355

Business ID: 001

Location ID: 0001

Location: Active

Location address:
3808 N SULLIVAN RD
BLDG N74
SPOKANE VALLEY WA 99216-6022

Mailing address:
3808 N SULLIVAN RD
SPOKANE VALLEY WA 99216-1608

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Dec-31-2026	Aug-02-2016
Spokane Valley General Business				Active	Dec-31-2026	Jan-18-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LINN, RICHARD G.	

Registered Trade Names

Registered trade names	Status	First issued
LINN MACHINE AND MANUFACTURING	Active	Jan-06-2004

The Business Lookup information is updated nightly. Search date and time: 5/28/2026 6:17:05 AM

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/08/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/2/2026		
Clerk's File #	OPR 2023-0686		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	IPWQ 5891-23
Contact Name/Phone	TRACE 625-6524	**Requisition #**	CR 28669
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT RENEWAL FOR CONVEYOR BELT SERVICES		

Agenda Wording

Contract renewal 2 of 2 with Applied Industrial Technologies (Spokane, WA) for the as-needed purchase and installation of conveyor belts at the Waste to Energy Facility from 7/1/26-6/30/27 and a total cost not to exceed $170,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility operates continuously incinerating refuse. The resulting ash is transported throughout the facility by conveyors. In the event of a failure, replacement belts need to be readily available and installed quickly. On May 17, 2023, bidding closed on IPWQ 5891-23 for the as-needed purchase and installation of these conveyor belts and Applied Industrial Technologies was the only respondent. The resulting two year contract allowed for two (2) additional one-year renewals. This will be the final renewal.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 170,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget. Funds are only spent if needed.

Amount		Budget Account
Expense	$ 170,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

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

Distribution List

Jason Vasquez, jvasquez@applied.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. OPR 2023-0686

CITY OF SPOKANE

CONTRACT RENEWAL
2 of 2

Title: CONVEYOR BELT SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **APPLIED INDUSTRIAL TECHNOLOGIES, INC.**, whose address is 301 North Fancher Road, Spokane, Washington, 99212 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Conveyor Belt Purchase, Installation and Repair at the Waste to Energy Facility; and

WHEREAS, the original Contract provided for two (2) additional one-year renewals, with this being the last of those renewals.

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

1. CONTRACT DOCUMENTS.
The Contract, dated August 16, 2023 and September 7, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM.
This Contract Renewal shall become effective on July 1, 2026, and end on June 30, 2027, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.
The City shall pay an estimated amount not to exceed **ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS** (**$170,000.00**), plus applicable tax, in accordance with Contractor's 2026-2027 Rates attached hereto, 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.

APPLIED INDUSTRIAL TECHNOLOGIES, 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:
Certificate Regarding Debarment
Contractor's 2026-2027 Rates

26-126

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

CITY OF SPOKANE

Applied Industrial Technologies

*As Applied Industrial Technologies Acknowledged in its PWIQ 5891-23 response:

*For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620

*Approved Price Adjustments shall remain unchanged for at least 12 months unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City. A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed effective date. Pricing adjustments must be agreed upon by both parties. A price increase will become effective after it has been approved by the City of Spokane. Retroactive price increase adjustments will not be considered. Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive.

OPR 2023-0686 Purchase and Install of Spec'd Conveyor Feed Belts As-Needed per Applied Industrial Technologies Acknowledged Response to IPWQ 5891-23

ITEM / SERVICE		2-Year Base Period 7/1/2023 To 6/30/2025		* 1st Renewal Option Period Valid from 7/1/25 To 6/30/26	* 2nd Renewal Option Period Valid from 7/1/26 To 6/30/27
CONVEYOR BELTS		**Unit Price Each**		**Unit Price Each**	**Unit Price Each**
GRIZZLY FEED CONVEORY BELT 1		$54,250.00		$57,725.00	$ $69,166.0
GRIZZLY FEED CONVEORY BELT 2		$54,250.00		$57,725.00	$ $69,166.0
FLY ASH TRANSFER CONVERYOR BELT		$3,044.00		$33,100.00	$ $3427.00
FLY ASH COLLECTING CONVERYOR BELT 1		$1,098.66		$1,195.00	$ $1237.00
FLY ASH COLLECTING CONVERYOR BELT 2		$1,098.66		$1,195.00	$ $1237.00
BELT REPAIR SERVICES		**Est Hrs., More Or Less, That Could Be Incurred During A 12-Month Period For Belt Repairs**			
Description	Estimated Hours, More Or Less, That Could Be Incurred During A 12-Month Period For Belt Repairs	**Hourly Rate**	**Extended Total**	**Hourly Rate**	**Hourly Rate**
Straight Time Hourly Rate	10	$214.00	$2,140.00	$220.00	$ $248.00
Time and a Half Rate	10	$321.00	$3,210.00	$330.00	$ $370.00
Double Time Rate	3	$428.00	$1,284.00	$441.00	$ $495.00
Emergency Time Hourly Rate	5	$321.00	$1,605.00	$330.00	$ $370.00
Percentage Markup For Parts/Material		**TBD**		**TBD**	**TBD**
Other Cost To Be Incurred for Belt Repair		**TBD**		**TBD**	**TBD**
BELT CHANGE OUT SERVICES GRIZZLY FEED CONVEORY BELT		**Cost Per Service**		**Cost Per Service**	**Cost Per Service**
Scheduled Belt Change Out, Bidder		**2 Weeks**		**2 Weeks**	**2 Weeks**
Scheduled		$9,662.00		$9,961.00	$ $11,093.0
Unscheduled		$9,662.00		$9,961.00	$ $11,093.0
BELT CHANGE OUT SERVICES FLY ASH TRANSFER CONVEYOR BELT		**Cost Per Service**		**Cost Per Service**	**Cost Per Service**
Scheduled Belt Change Out, Bidder Request Advance Notice of:		**2 Weeks**		**2 Weeks**	**2 Weeks**
Scheduled		$3,658.54		$3,772.00	$ $4500.00
Unscheduled		$3,658.54		$3,772.00	$ $4500.00
BELT CHANGE OUT SERVICES FLY ASH COLLECTING CONVEYOR BELT		**Cost Per Service**		**Cost Per Service**	**Cost Per Service**
Scheduled Belt Change Out, Bidder		**2 Weeks**		**2 Weeks**	**2 Weeks**
Scheduled		$3,658.54		$3,772.00	$ $4500.00
Unscheduled		$3,658.54		$3,772.00	$ $4500.00

Mr. Sean Stern
General Manager
PH 509-535-2955
SSTERN@APPLIED.COM

NAME

SIGNATURE

DATE

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: APPLIED INDUSTRIAL TECHNOLOGIES, INC.

Business name: APPLIED INDUSTRIAL TECHNOLOGIES MS09

Entity type: Profit Corporation

UBI #: 601-119-576

Business ID: 001

Location ID: 0015

Location: Active

Location address: 301 N FANCHER RD
SPOKANE VALLEY WA 99212-0831

Mailing address: TAX DEPT MS 30/412
PO BOX 6925
CLEVELAND OH 44101-2193

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T12022794BUS			Active	Oct-31-2026	Oct-15-2012
Spokane Valley General Business				Active	Oct-31-2026	Aug-22-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CIESLAK, RYAN	
PLOETZ, JON S.	
SCHRIMSHER, NEIL A	
WELLS, DAVID K	

Registered Trade Names

Registered trade names	Status	First issued
APPLIED INDUSTRIAL TECHNOLOGIES	Active	Dec-15-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 1/9/2026 7:31:06 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)
05/23/2025

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	ACE Property & Casualty Insurance Co.	20699
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Applied Industrial Technologies, Inc.
One Applied Plaza
Cleveland OH 44115 USA

COVERAGES **CERTIFICATE NUMBER:** 570112721713 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			XSLG48980739 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$2,000,000 $2,000,000 $ $2,000,000 $10,000,000 $4,000,000 $500,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H08888619	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$4,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			XEUG72524470005 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A 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		WLRC72793730 AOS SCFC72793742 WI	06/01/2025 06/01/2025	06/01/2026 06/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000

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

The City of Spokane is included as additional insured on the General Liability policy, where required by contract, per policy terms and conditions, but only as respects to the products and/or operations, and only to the extent of negligence of Applied Industrial Technologies, Inc. and Its Subsidiaries.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570112721713

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Certificate of Insurance Attachment

Insured:
Applied Industrial Technologies, Inc.
One Applied Plaza Cleveland, OH
44115-5022

USA subsidiaries of Applied Industrial Technologies, Inc.

A&H Fluid Technologies, Inc.	Carolina Fluid Components, LLC
Advanced Control Solutions & Automation, Inc.	DTS Fluid Power, LLC
Air Draulics Engineering Co.	ESI Acquisition Corporation (d/b/a Engineered Sales, Inc., ESI Power Hydraulics, and Applied Engineered Systems)
AIT International Inc.	FCX Performance, Inc.
AIT Receivables, LLC	Fluid Power Sales, LLC
Applied Automation, Inc. (dba Automation, Inc.)	FluidTech, LLC
Applied Bearing Distributors, LLC	Gibson Engineering Company, Inc.
Applied Fluid Power Holdings, LLC	HUB Industrial Supply, Inc.
Applied Industrial Technologies - CA LLC	Hydradyne, LLC
Applied Industrial Technologies – Capital, Inc.	HydroAir Hughes, LLC
Applied Industrial Technologies - Dixie, Inc	HyQuip, LLC
Applied Industrial Technologies – PA LLC	IRIS Custom Solutions, LLC
Applied Industrial Technologies - PACIFIC LLC	ITECH Automation Solutions, Inc.
Applied Maintenance Supplies & Solutions, LLC	Olympus Controls Corp.
Applied US Energy, Inc.	Power Systems AHS, LLC
Applied US, L.P.	R. R. Floody Company, Inc.
Atlantic Fasteners Co., LLC	S. G. Morris Co., LLC
Bay Advanced Technologies, LLC	Sentinel Fluid Controls, LLC
Bearing Sales & Services, Inc.	Spencer Fluid Power, Inc.
Bearings Pan American, Inc.	Stanley M. Proctor Company, LLC
Cangro Industries, LLC	Texas Oilpatch Services, LLC

Foreign subsidiaries of Applied Industrial Technologies, Inc.

AIT Canada, ULC	Applied Nova Scotia Company
AIT Holding Corp.	Bay Advanced Technologies Singapore Pte Ltd.
Applied Australia Holdings Party Ltd	BER International, Inc.
Applied Canada Holdings, ULC	Disenos Construcciones y Fabricaciones Hispanoamericans, S.A. (DICOFASA)
Applied Industrial Technologies Canada, ULC	Kopar, S.A. de C.V.
Applied Industrial Technologies Limited	Kopar Ingenieria, S.A. de C.V.
Applied Industrial Technologies Pty Ltd	Kopar Latinamericana, S.A.
Applied Industrial Technologies, LP	Rafael Benitez Carrillo Inc.
Applied Mexico Holdings, S.A. de C.V.	Seals Unlimited (1976) Incorporated
Applied Mexico, S.A. de C.V	Seals Unlimited Holding Co., Inc.
Applied Northern Holdings, ULC	VYCMEX Mexico, S.A. de C.V.

Trade Names of Applied Industrial Technologies, Inc. and its subsidiaries

Advanced Control Solutions	Iowa State TM Filing
Advanced Motion Systems	Ira Pump & Supply
Air and Hydraulics Engineering	IRIS Factory Automation
Air Draulics	Kansas State TM Filing
Air-Hydraulic Systems	Kent Fluid Power
Applied Engineered Systems	King Bearing
Applied Industrial Tech - Cangro	King Bearing, Inc.
Applied Industrial Technologies - Cangro Industries	kmV iSight Systems
Applied MSS	Knox Oil Field Supply
Automation, Inc.	Mark Hydraulic
Batesville Bearing	Milroc Distribution
Bay Pneumatics	Minnesota Bearing Co.
Cangro Industries - An Applied Company	Minnesota State TM Filing
Carolina Fluid Components	Nebraska Bearing Co.
Collars and Couplings	North Coast Instruments
Conveyor Belt Direct	Pacific Air Technology
Custom Hose Direct	Parts Associates
Dees Fluid Power	Power Systems
Elect Air	Power Systems SM
Engineered Sales, Inc.	Reliance Industrial Products
ESI Power Hydraulics	Sentinel Fluid Controls
FluidTech	South Carolina State TM Filing
GEC NH	TOPS
GEC NY, Inc.	Total Machine Solutions
GEC VA, Inc.	Western Bearing & Supply Co.
Hydra Gear	Wisconsin State TM Filing
HydroAir Dees	Woodward Steel
HydroAir Hughes of Ohio, LLC	

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

Named Insured			Endorsement Number
Applied Industrial Technologies, Inc.			1
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48980739	06/01/2025 to 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

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

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

_____

Authorized Representative

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured			Endorsement Number
Applied Industrial Technologies, Inc.			2
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48980739	06/01/2025 to 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

_____
Authorized Representative

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ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured			Endorsement Number
Applied Industrial Technologies, Inc.			7
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48980739	06/01/2025 to 06/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

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.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

_____
Authorized Representative

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Agenda Sheet for City Council: **Committee:** PIES **Date:** 06/08/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 07/15/2026		**Date Rec'd**	6/3/2026
		Clerk's File #	OPR 2026-0562
		Cross Ref #	
		Project #	
Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	RFP #6478-26
Contact Name/Phone	JAMES GEORGE 7908	**Requisition #**	CR 28671
Contact E-Mail	JGEORGE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT WITH OSBORN CONSULTING TO PERFORM A STORMWATER		

Agenda Wording

Contract with Osborn Consulting to perform a stormwater program and infrastructure evaluation and assessment.

Summary (Background)

Osborn Consulting was identified as the preferred Firm to perform an evaluation of the City's stormwater program data collection processes and an assessment of existing runoff treatment and flow control infrastructure. The project will result in a comprehensive database of the inventory of stormwater assets, which will include condition assessments information and identify drywell retrofit opportunities. The information developed with this project is necessary to adequately develop a data driven asset management program for the City's stormwater management infrastructure. The scope of work for the project includes the following six tasks: Task 1 - Evaluate Stormwater Management Program for Data and/or Process Gaps Task 2 - Develop Detailed Stormwater Facility and Drywell Inventory Task 3 - Perform Stormwater Facility and Drywell Condition Assessments Task 4 - Develop Stormwater Facility and Drywell Database Task 5 - Summary Report Task 6 - Evaluate Drywells for Retrofit Opportunities The project will kick-off in 2026 and be completed in 2027.

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. The funding includes public engagement to gauge community interest and identify candidate locations with the goal of serving overburdened communities, if applicable.

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

The information collected will be reported to Ecology via grant progress reports and used to develop an RFP.

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. By engaging with neighborhood communities in accordance with a Community Engagement Plan that will be developed and implemented as part of the contract scope.

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. The performance of a stormwater asset assessment development of an RFP to establish a partnership with the private sector that incorporates feedback from engagement with the community and private sector entities is the first step to constructing a regional green stormwater facility that is appropriately sited to save the ratepayers some capitol and long-term costs of managing stormwater to protect water quality, and potentially also serve overburdened communities. This aligns with the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, and Integrated Clean Water Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 449,077.00
Current Year Cost	$ 229,000.00
Subsequent Year(s) Cost	$ 220,077.00

Narrative

Funding for the study is included in the 6-year capital improvement budget across the years 2026 and 2027. A contract agreement between the City of Spokane and Osborn Consulting has been negotiated and needs Council consent to execute.

Amount		Budget Account
Expense	$ 229,000.00	# 4330-30210-35141-54201-10228
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE	**PURCHASING**	PRINCE, THEA
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
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City Clerk's OPR 2026-0562

City of Spokane

CONSULTANT AGREEMENT

Title: STORMWATER PROGRAM AND INFRASTRUCTURE EVALUATION AND ASSESSMENT

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **OSBORN CONSULTING, INC.**, whose address is 1800 112th Avenue NE, Suite 220, Bellevue, Washington 98004, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide a Stormwater Program and Infrastructure Evaluation and Assessment; and

WHEREAS, the Consultant was selected through RFP 6478-26issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on May 31, 2026, and ends on May 30, 2028, unless amended by written agreement or terminated earlier under the provisions. . This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) one (1) year renewals.

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

3. SCOPE OF WORK.
The Scope of Work for this Agreement is attached as Exhibit A; Consultant's Response to RFP 6478-26 and their Proposal dated February 16, 2026 is attached as Exhibit B; and Consultant's Fee Schedule is attached as Exhibit C. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total compensation for Consultant's services under this Agreement shall not exceed **FOUR HUNDRED FORTY-NINE THOUSAND SEVENTY-SEVEN AND NO/100 DOLLARS ($449,077.00)**, plus tax if applicable and in accordance with the Consultant's Fee Schedule in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Wastewater Management Department, 909 East Sprague Avenue, Spokane, Washington 99202 **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

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

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

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

The contractor attests they qualify as an excluded employment per RCW 51.12.020 in compliance with RCW 51, which has been verified by the City of Spokane Risk Officer. In accordance with this clause of this contract, the Contractor will notify the City of any changes of this status.

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s)

to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be

involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

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

17. CITY ETHICS CODE.
A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the

City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the

rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source

conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

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

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

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

J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

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

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

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

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

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

Attachments to this Contract:
Certificate Regarding Debarment
Exhibit A –Scope of Work is attached as Exhibit B; and Consultant's
Exhibit B –Consultant's Response to RFP 6478-26 and Proposal dated February 16, 2026
Exhibit C – Consultant's Fee Schedule

26-112

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 A

EXHIBIT B

EXHIBIT C

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Oct 24, 2025

Profit Corporation

Unified Business ID #: 602446858
Business ID #: 001
Location: 0001
Expires: Nov 30, 2026

OSBORN CONSULTING, INC.
1800 112TH AVE NE STE 220E
BELLEVUE WA 98004-2962

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

- ELLENSBURG GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- KIRKLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- ANACORTES GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- BELLINGHAM GENERAL BUSINESS #036063 - ACTIVE
- DUVALL GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- NEWCASTLE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- POULSBO GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SAMMAMISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- ORTING GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #210674 - ACTIVE
- WENATCHEE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- MOUNTLAKE TERRACE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602446858 001 0001

OSBORN CONSULTING, INC.
1800 112TH AVE NE STE 220E
BELLEVUE WA 98004-2962

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
ELLENSBURG GENERAL BUSINESS - NON-RESIDENT - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ANACORTES GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BELLINGHAM GENERAL BUSINESS #036063 - ACTIVE
DUVALL GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ISSAQUAH GENERAL BUSINESS -

Expires: Nov 30, 2026

Director, Department of Revenue

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Oct 24, 2025

Profit Corporation

Unified Business ID #: 602446858
Business ID #: 001
Location: 0001
Expires: Nov 30, 2026

OSBORN CONSULTING, INC.
1800 112TH AVE NE STE 220E
BELLEVUE WA 98004-2962

CITY/COUNTY ENDORSEMENTS:

BURIEN GENERAL BUSINESS - NON-RESIDENT #13231 - ACTIVE

MILL CREEK GENERAL BUSINESS - NON-RESIDENT (EXPIRES 05/31/2026) - ACTIVE

REDMOND GENERAL BUSINESS - NON-RESIDENT #RED09-000021 - ACTIVE

BREMERTON GENERAL BUSINESS - NON-RESIDENT #36424 - ACTIVE

LICENSING RESTRICTIONS:

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

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602446858 001 0001

Expires: Nov 30, 2026

OSBORN CONSULTING, INC.
1800 112TH AVE NE STE 220E
BELLEVUE WA 98004-2962

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
ELLENSBURG GENERAL BUSINESS - NON-RESIDENT - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ANACORTES GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BELLINGHAM GENERAL BUSINESS #036063 - ACTIVE
DUVALL GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ISSAQUAH GENERAL BUSINESS -

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.

Client#: 1985872 OSBORCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/03/2026

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

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

PRODUCER	CONTACT NAME: Wendy Christeson	
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8530
	E-MAIL ADDRESS: wendy.christeson@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : Travelers Casualty and Surety Company	19038
INSURER D : Everest National Insurance Company	10120
INSURER E : Travelers Casualty Ins Co of America	19046
INSURER F :	

INSURED
Osborn Consulting, Inc.
Attn: Megan Isaacks
1800 112th Avenue NE, Suite 220E
Bellevue, WA 98004

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6806T82776A2547	07/28/2025	07/28/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY	X	X	BA6T8302042547G	07/28/2025	07/28/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	CUP6T8299362547 (Follows Fomr)	07/28/2025	07/28/2026	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X	UB7T5635132547G	07/28/2025	07/28/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability		X	AAEP001061251	07/28/2025	07/28/2026	$3,000,000 per claim $5,000,000 annl aggr.	

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

RE: Project Number: RFP 6478-26, Project Name: Stormwater Assessment.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the City of Spokane its officers and employees only when there is a written contract that requires such status, and only with regard to work performed by (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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DESCRIPTIONS (Continued from Page 1)

or on behalf of the named insured. The General Liability policy provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The Automobile Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

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

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

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

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

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

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

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

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

a. A limited liability company;

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

c. A trust;

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

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" 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 current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

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

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

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

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

a. A limited liability company;

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

c. A trust;

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

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

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

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

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

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

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

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

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

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

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

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

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

E. TRAILERS – INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

I. WAIVER OF DEDUCTIBLE – GLASS

J. PERSONAL PROPERTY

K. AIRBAGS

L. AUTO LOAN LEASE GAP

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Employee Benefits Liability

Carrier **THE CHARTER OAK FIRE INSURANCE COMPANY**

Policy Number **680-006T82776A-25**

Policy Period

From: **07/28/2025**

to: **07/28/2026**

Limits Of Liability	
Each Employee	**$1,000,000**
Aggregate	**$1,000,000**

Commercial General Liability

Carrier **THE CHARTER OAK FIRE INSURANCE COMPANY**

Policy Number **680-006T82776A-25**

Policy Period

From: **07/28/2025**

to: **07/28/2026**

Limits Of Liability	
General Aggregate	**$2,000,000**
Products-Completed Operations Aggregate	**$2,000,000**
Personal and Advertising Injury	**$1,000,000**
Each Occurrence	**$1,000,000**

Automobile Liability

Carrier **TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA**

Policy Number **BA-006T830204-25**

Policy Period

From: **07/28/2025**

to: **07/28/2026**

Limits Of Liability	
Bodily Injury And Property Damage Combined Single Limit	**$1,000,000**

PRODUCER:**USI INS SERV NORTHWEST** OFFICE:**PLAN A & E 20V**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Employers Liability

Carrier **TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

Policy Number **UB-007T563513**

Policy Period

From: **07/28/2025**

to: **07/28/2026**

*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

Limits Of Liability	
Bodily Injury By Accident Each Accident	**$1,000,000***
Bodily Injury By Disease Policy Limit	**$1,000,000***
Bodily Injury By Disease Each Employee	**$1,000,000***

Limits Of Liability

Carrier

Policy Number

Policy Period

From:

to:

Limits Of Liability

Carrier

Policy Number

Policy Period

From:

to:

PRODUCER:**USI INS SERV NORTHWEST** OFFICE:**PLAN A & E 20V**

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-7T563513-25-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Project Name:	Stormwater Program and Infrastructure Evaluation and Assessment
Client:	City of Spokane Wastewater Management Department
Prime Consultant:	Osborn Consulting
Contract Number:	

TASK ID	SUB TASK ID	TASK DESCRIPTION	Principal (QC)	Project Manager	QA/QC Lead	Senior Stormwater Planner	Stormwater Engineer	Stormwater Engineer	Stormwater Engineer	Engineering Intern	GIS Analyst	Technical Editor	Sr. Project Accountant	Expense	Task Estimated Cost	Total Est. Hours
1		**Evaluate Stormwater Management Program and/or Process Gaps**														
		Document Maintenance Management Processes		8		16	16	16	24		8					
		Interview City Staff		8			8									
		Field Visits to Observe Maintenance Activities		8			8		8							
		Conduct Gap Analysis		12		12	12		24							
		Draft Technical Memo		8	4	4	8		16			4				
		Final Technical Memo	2	4	4	4	4		8			2				
		SUBTOTAL	**2**	**48**	**8**	**36**	**56**	**16**	**80**	**0**	**8**	**6**	**0**	**$ -**	**$ 48,632**	**260**
2		**Develop Detailed Swale and Drywell Inventory**														
		Draft Detailed ArcGIS Inventory		8	4	2	20	24	24		24					
		Final Detailed ArcGIS Inventory		4	2		8	12	12		8					
		SUBTOTAL	**0**	**12**	**6**	**2**	**28**	**36**	**36**	**0**	**32**	**0**	**0**	**$ -**	**$ 24,304**	**152**
3		**Perform Swale and Drywell Conditions Assessments**														
		Draft Condition Assessment Criteria and Ranking System		8	2	8	16		16							
		Final Condition Assessment Criteria and Ranking System	2	4	2	4	8		8							
		Perform Condition Assessments	-	-	-	-	-	-	-	-	-	-	-	-		
		Import Data from Cityworks and Previous UIC Assessments		16			16		32							
		Field Spot Checks to Verify Imported Data		8			8		8							
		Develop Site Visit Plan		4			4		8							
		Set up Field Data Collection System in Field Maps or Survey 123		8			4	12	16		8					
		Field Inspections for Condition Assessments		39	16		250		250	500	16			$ 5,900		
		Draft Conditions Assessment Ranking	2	4	4		8	4	16							
		Final Conditions Assessment Ranking		2	2		4	2	8							
		SUBTOTAL	**4**	**93**	**26**	**12**	**318**	**18**	**362**	**500**	**24**	**0**	**0**	**$ 5,900.00**	**$ 191,908**	**1357**
4		**Develop Swale and Drywell Database**														
		Draft Facility and Drywell Database		16	8	16	8	40	24		16					
		Final Facility and Drywell Database		8	4	8	4	20	8		8					
		SUBTOTAL	**0**	**24**	**12**	**24**	**12**	**60**	**32**	**0**	**24**	**0**	**0**	**$ -**	**$ 33,862**	**188**
5		**Stormwater Infrastructure Evaluation and Assessment Report**														
		Draft Assessment Report	4	60	16	20	30	30	40			16				
		Pre-Final Assessment Report	2	30	8	8	16	16	16			8				
		Final Assessment Report	1	16	4	4	16	8	8			8				
		SUBTOTAL	**7**	**106**	**28**	**32**	**62**	**54**	**64**	**0**	**0**	**32**	**0**	**$ -**	**$ 78,498**	**385**
6		**Evaluate Drywells for Retrofit Opportunities**														
		Identify Drywell Pollutant Loadings and Vadose Zone Treatment Capacities		8			20		60							
		Identify Treatment Requirements		4			8		16							
		Draft List of Drywell Retrofit Opportunities	2	4	4		8		16							
		Final List of Drywell Retrofit Opportunities		2	2		8		8							
		SUBTOTAL	**2**	**18**	**6**	**0**	**44**	**0**	**100**	**0**	**0**	**0**	**0**	**$ -**	**$ 27,931**	**170**
7		**Project Management and Administration**														
		Kick Off Meeting		4	2		2		2							
		Monthly PM Meetings		23												
		Monthly Coordination Meetings with Full Teams		23	4	4	23	4	8							
		Manage Project Team, Schedule, and SharePoint		23			8									
		Progress Reporting & Project Set Up/Management	2	30									30			
		SUBTOTAL	**2**	**103**	**6**	**4**	**33**	**4**	**10**	**0**	**0**	**0**	**30**	**$ -**	**$ 43,943**	**192**
		TOTAL ESTIMATE FOR ALL TASKS (HRS)	**17**	**404**	**92**	**110**	**553**	**188**	**684**	**500**	**88**	**38**	**30**	**$ 5,900.00**		**2,704**
		TOTAL ESTIMATE FOR ALL TASKS ($)	**$ 6,661**	**$ 111,152**	**$ 27,670**	**$ 25,678**	**$ 87,886**	**$ 27,115**	**$ 91,639**	**$ 43,400**	**$ 11,730**	**$ 5,325**	**$ 4,922**	**$ 5,900**		
														TOTAL ESTIMATE	**$ 449,077**	

EXHIBIT A
SCOPE OF WORK

Project Name:	Stormwater Program and Infrastructure Evaluation and Assessment
Client:	City of Spokane Wastewater Management Department
Prime Consultant:	Osborn Consulting
Contract Number:	

BACKGROUND

The City of Spokane (City) designs, constructs, and operates a large system of publicly owned stormwater infrastructure, including stormwater treatment facilities (swales) and underground injection control (UIC) wells (drywells). The system includes approximately 4,500 drywells that manage runoff from impervious surfaces through infiltration and about 940 swales that capture, store, and treat runoff. Roughly 720 drywells are co-located with swales to serve as overflow structures.

Together, these assets comprise much of the City's stormwater system and are continually changing as facilities are added, modified, or abandoned. Effective operation relies on accurate, up-to-date records, which are currently maintained through a combination of institutional knowledge, paper files, databases, spreadsheets, ArcGIS, and Cityworks.

The City hired Osborn Consulting (Consultant) to evaluate the Wastewater Management Department's stormwater infrastructure maintenance management program. Through the project, the Consultant will perform the following services:

- Evaluate the workflow and maintenance management processes for swales and drywells to identify any data collection gaps adverse to an asset management program.
- Confirm inventories of publicly owned swales and drywells using mapping tools and field checks and expand inventory to include the facility components.
- Perform conditions assessments of the publicly owned swales and drywells.
- Develop a living database of all publicly owned swales and drywells that comprehensively captures the inventory, evaluation, and assessment information.
- Evaluate publicly owned drywells for current retrofit opportunities to meet current UIC compliance requirements.
- Provide a summary report of the tasks completed and results.

SCOPE OF WORK

Task 1 Evaluate Stormwater Management Program for Data and/or Process Gaps

Objective: Determine gaps in the City's existing stormwater infrastructure maintenance management program's processes, workflows, and data systems to improve efficiency.

Consultant Services

- Review and document existing stormwater infrastructure maintenance management processes, workflows, and associated data management tools.
- Conduct interviews with applicable City staff to obtain management process and field activity information. Interviews may occur in either a group setting or with individual City staff.
- Perform one (1) day of field observations of maintenance activities, including processes used to log maintenance notes.
- Conduct a data and process gap analysis, including the following work:
  - Identify inefficiencies, inconsistencies, and data deficiencies in the City's existing processes, workflows, and data management tools.
  - Identify opportunities to improve stormwater infrastructure maintenance procedures, streamline field data collection, and leverage data management tools and technology.
- Prepare a Gap Analysis Technical Memorandum to document the existing stormwater infrastructure maintenance management program, gaps, and recommended improvements.

Assumptions

- The Gap Analysis Technical Memorandum will be included as an appendix to the Task 5 report.

Client Responsibilities

- Provide requested data and access to systems, as available.
- Participate in staff interviews and field activities.
- Review draft Gap Analysis Technical Memorandum and provide consolidated comments.

Deliverables

- Draft and final summary Gap Analysis Technical Memorandum (Word and PDF)

Task 2 Develop Detailed Swale and Drywell Inventory

Objective: Develop a comprehensive and updated inventory of publicly owned stormwater swales and drywells.

Consultant Services

- Develop a draft and final GIS inventory for the City's publicly owned stormwater swales and drywells, which will consist of the following work:
  - Review the City's existing GIS stormwater swale and drywell layers.
  - Update the stormwater swale GIS layer to include attributes identified in the Task 1 gap analysis. This may potentially include attributes such as facility footprints, depths, asset identifiers, and unique features such as walls, weirs, and vegetation.

- Update the stormwater drywell GIS layer to include attributes identified in the Task 1 gap analysis. This may potentially include attributes such as design characteristics, pretreatment features, physical conditions, and observed issues.

Assumptions

- The process and decisions for updating the GIS inventory will be documented in the Task 5 report.
- New attributes added to the stormwater swale and drywell GIS layers will be populated using readily available data from the City's existing Cityworks database. For swales and drywells identified for field inspection in Task 3, data from field inspections may be used to supplement Cityworks data.

Client Responsibilities

- Provide existing swale and drywell GIS inventory data.
- Review draft GIS inventory and provide consolidated comments.

Deliverables

- Draft and final GIS inventory (GIS Shapefiles)

Task 3 Perform Swale and Drywell Conditions Assessments

Objective: Assess the condition of swales and drywells and develop a prioritization framework to support maintenance and capital planning.

Consultant Services

- Collaborate with the City to develop conditions assessment criteria and a ranking system for swales and drywells. The ranking system is expected to include the elements listed below. These elements may be modified through coordination with the City.
  - Asset age based on GIS data
  - Asset defects based on Cityworks data or work orders
  - Inspection data related to physical condition (e.g., damage to drywell rim, barrel)
  - Inspection data related to functionality (e.g., standing water, sediment buildup, overgrown vegetation, presence of pretreatment)
- Perform conditions assessments, which will consist of the following work:
  - Import existing data from Cityworks database and relevant past studies into the conditions assessment ranking system. Use the existing data to identify drywells that can be ranked using existing data and drywells that require field inspections to confirm imported data or supply missing data so that the drywells can be ranked.
  - Perform one (1) day of initial site visits for quality control spot checks to verify imported data.
  - Develop a field inspection plan and attend a preparation session with the City prior to field inspections. The field inspection plan will include provisions such as inspection schedule, traffic safety, list of locations requiring formal traffic control provided by the City, and plan for access to drywells with locked lids.

  - Conduct field inspections to perform conditions assessments of swales and drywells that were identified for field inspections to confirm imported data or supply missing data. Data will be collected digitally during field inspections using ArcGIS Field Maps or Survey123.
- Generate a conditions assessment ranking based on collected data and assessment criteria.

Assumptions

- The budget assumes field inspections will be completed for 2,300 drywells. The inspections are assumed to include opening the drywell lids when it is feasible to visually inspect the interior condition. Drywells not inspected in the field will be ranked using data from field inspections completed for past studies (which covers roughly 1,000 drywells) and existing data from Cityworks (which will cover the remaining 1,200 drywells out of the City's 4,500 drywells). Additional drywells may be inspected in the field if there is remaining budget after completing the planned inspections.
- The budget assumes field inspections will be completed for 940 swales. The inspections are assumed to be "windshield" inspections, which will be efficient, visual inspections that can be completed in up to five (5) minutes at each swale location.
- It is assumed that traffic control plans and street use permits will not be required.
- The process for developing the ranking system will be documented in the Task 5 report.

Client Responsibilities

- Review and provide consolidated comments on the draft conditions assessment criteria and draft rankings.
- Provide relevant maintenance and inspection documentation for use in the conditions assessment ranking.
- Assist with field inspections, including the following:
  - Provide access for swales or drywells in areas that are not readily accessible.
  - Coordinate with other City departments, if required.
  - Provide formal traffic control plan for field inspections in high traffic areas.
  - Assist with opening drywell lids in locations where lids have become permanently stuck in place.

Deliverables

- Draft and final conditions assessment criteria (Excel)
- Draft and final conditions assessment rankings (Excel and GIS Shapefile)

Task 4 Develop Swale and Drywell Database

Objective: Develop a dynamic, user-friendly database to house swale and drywell inventory and conditions assessment data.

Consultant Services

- Develop a comprehensive standalone database compatible with GIS and Cityworks that will allow the City to transfer data to a separate software platform if needed in the future.
- Establish procedures for transferring and maintaining data between software platforms.

- Incorporate data from Tasks 1 through 3 into the database.

Assumptions

- The process for developing the database will be documented in the Task 5 report.

Client Responsibilities

- Review the database structure and functionality and provide consolidated comments.

Deliverables

- Draft and final swale and drywell database (Excel or similar data management software file).

Task 5 Stormwater Infrastructure Evaluation and Assessment Report

Objective: Prepare a comprehensive report summarizing the results of the stormwater infrastructure maintenance management program evaluation, inventory, and conditions assessments.

Consultant Services

- Prepare a draft, pre-final, and final Stormwater Infrastructure Evaluation and Assessment Report. The report will have the following chapters:
  - Chapter 1: Introduction
  - Chapter 2: Stormwater Management Program Recommendations
  - Chapter 3: Conditions Assessment
  - Chapter 4: Retrofit Opportunities

Assumptions

- Two rounds of review will be required for the report.

Client Responsibilities

- Review draft and pre-final reports and provide consolidated comments.

Deliverables

- Draft, pre-final, and final Stormwater Infrastructure Evaluation and Assessment Report (Word with track changes and PDF)

Task 6 Evaluate Drywells for Retrofit Opportunities

Objective: Complete a screening-level assessment to identify and prioritize drywells for retrofit opportunities based on water quality considerations.

Consultant Services

- Identify drywell pollutant loadings and vadose zone treatment capacities, which will consist of the following work:
  - Use GIS data to identify areal land uses and average daily traffic (ADT) to determine pollutant loading classifications at each drywell.

- Use publicly available soil classification GIS data to assign an estimated soil classification at each drywell (e.g., clay, silt, sand, gravel). The soil classification will be used to approximate the vadose zone treatment capacity at each drywell in one of four categories (high, medium, low, none).
- Use GIS to assign a rough estimate of vadose zone thickness at each drywell. Vadose zone thickness will be based on aquifer water surface elevation 20-foot contours provided in the Spokane Valley Rathdrum Prairie Aquifer Wellhead Protection Plan or similar publicly available data.

- Identify the treatment requirement (two-stage drywell, pretreatment, remove solids, remove oil, remove oil and solids) at each drywell based on pollutant loading, vadose zone treatment capacity, and vadose zone thickness. Treatment requirements will be based on the 2024 Stormwater Management Manual for Eastern Washington Table 5.5: Treatment Required for Solids, Oil, and Metals.
- Develop a list of drywell retrofit opportunities based on the runoff treatment requirements for each drywell. The list will include a simple prioritization based on comparing the treatment requirement at each drywell with the existing treatment at each drywell. The simplified prioritization list is intended to help the City identify drywells that may be good candidates for retrofits in combination with other projects or maintenance activities.

Assumptions

- This task will focus on identifying potential retrofits based on water quality and will be separate from the conditions assessment ranking developed in Task 3.
- The simple prioritization list will be based on treatment requirements. Other prioritization factors will not be included (e.g., planned City projects, age of surrounding infrastructure, planned growth, etc.).
- The process for evaluating retrofit opportunities will be documented in the Task 5 report.

Client Responsibilities

- Review list of drywell retrofit opportunities and provide consolidated comments.

Deliverables

- Draft and final list of drywell retrofit opportunities (Excel and GIS Shapefile)

Task 7 Project Management and Administration

Objective: Provide overall project management, administration, and coordination to successfully deliver the project.

Consultant Services

- **Kickoff Meeting:** A kickoff meeting will be held with City and key Consultant staff to review the study goals and objectives, review the approach, identify and request additional information and data, and finalize the project schedule.
- **Project Check-in Meetings with City:** The purpose of these meetings is to discuss project status with the City (work complete since previous meeting), review upcoming tasks/activities, and provide schedule updates. Meetings will consist of the following:

  - Monthly PM meetings with City Project Manager and Consultant Project Manager to discuss coordination items and prepare for full-team meetings
  - Monthly coordination meetings with full City and Consultant teams
- Set up and close out the consultant contract.
- Coordinate and manage the project team.
- Prepare and manage the project schedule.
- Develop and manage a SharePoint site for sharing project files with the City.
- Prepare contract amendments, if needed.
- Prepare and electronically submit monthly progress reports describing the following:
  - Services completed during the month
  - Services planned for next month
  - Scope/Schedule/Budget issues, if applicable

Assumptions

- The project duration will be 23 months from the date this contract is executed.
- Progress reports will be in Osborn standard format.

Client Responsibilities

- Participate in project meetings and reviews.
- Provide timely input on scope, schedule, and budget matters.

Deliverables

- Meeting agendas and meeting notes (PDF)
- Monthly progress reports (emailed to Client in a PDF format)
- Project schedule and schedule updates (emailed to Client in a PDF format)

Bid Response Summary

Bid Number	RFP 6478-26
Bid Title	Stormwater Program and Infrastructure Evaluation and Assessment
Due Date	Monday, February 16, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Osborn Consulting, Inc.
Submitted By	Madison Pearson - Monday, February 16, 2026 8:50:28 AM [(UTC-08:00) Pacific Time (US & Canada)] sales@osbornconsulting.com 4254514009
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.4 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements in the Terms & Conditions document.	AGREED AND ACKNOWLEDGED

	7	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES
	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Josh Van Wie 509.867.3654 joshv@osbornconsulting.com
	9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Tarelle Osborn 425.451.4009 tarelle@osbornconsulting.com
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Osborn Consulting_City of Spokane Stormwater Program and Infrastructure Evaluation and Assessment.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	Osborn Consulting_Addendum #1.pdf
	3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

Osborn Consulting

February 16, 2026

Osborn Consulting
Proposal

City of Spokane

Stormwater Program and Infrastructure Evaluation and Assessment

101 S Stevens St, Suite 103 | Spokane, WA 99201 | P: 509.867.3654 | osbornconsulting.com

TEAM CONTACT

Josh Van Wie, PE
Project Manager
509.867.3654
joshv@osbornconsulting.com

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FIRM INFORMATION

Legal Status: Subchapter S Corporation

Firm would operate out of Osborn's Downtown Spokane office

Principal Place of Business:
101 S Stevens St
Suite 103
Spokane, WA 99201

No Previous City of Spokane Employees

Osborn is licensed to do business in the State of Washington

Certified WBE/SBE

21 Years in Business

106 Employees

34 Professional Engineers

19 Engineers-in-Training

9 CADD Technicians

7 Landscape Architects

5 Landscape Designers

Osborn Consulting

February 16, 2026

City of Spokane
Submitted Via Online Procurement System Portal

RFP: STORMWATER PROGRAM AND INFRASTRUCTURE EVALUATION AND ASSESSMENT

Dear Members of the Selection Committee,

The City of Spokane's commitment to protecting water quality and improving the performance of its stormwater system is evident through this project. Osborn Consulting (Osborn) shares that commitment and welcomes the opportunity to continue building our partnership and supporting the City. Our team will provide the City with the following benefits:

Unmatched Understanding of Spokane's UIC and Swale System. Our team brings unparalleled familiarity with Spokane's network of UICs and swales. Through past efforts, including the NE Spokane Stormwater Study and the UIC Evaluations Project, we have already inspected 1,000 of the City's 4,500 drywells, cataloging existing conditions, maintenance needs, retrofit potential, and compliance considerations. This depth of knowledge allows us to start this work at full speed, working closely with the City to confirm and update established methodologies and then carry them forward.

Local Capacity to Deliver Comprehensive Condition Assessments. Osborn has a large concentration of stormwater staff in Eastern Washington, with proven experience working with Spokane's stormwater assets and developing retrofits to meet Ecology standards. We propose the same Project Manager, Josh Van Wie, to provide continuity, clear communication, and carryover of lessons learned from prior UIC work with the City. Our Spokane-based team is prepared to complete field assessments, GIS updates, and data reconciliation alongside Wastewater Management Department (Department) staff, allowing the project to move forward without onboarding delays.

Experience Informed Strategy to Strengthen the City's Asset Management Program. Because we understand not only the physical UIC network but also the City's workflows, recordkeeping systems, maintenance practices, and institutional knowledge, Osborn is uniquely positioned to help the City develop an effective, "living" stormwater asset database. We know how information moves between ArcGIS, Cityworks, field notes, and legacy documentation, and we will bring forward lessons learned to streamline processes, clarify data gaps, and recommend workflow improvements that support the City in needs for both Ecology reporting and proactively maintaining stormwater assets.

I acknowledge that the Osborn Team will comply with all terms and conditions set forth in the RFP, unless otherwise agreed upon by the City, and that our team meets the minimum requirement of eight years of stormwater management experience. We are available to start work under this contract immediately and look forward to working with the City on this important project.

Thank you for your consideration.

Josh Van Wie, PE
Project Manager

Tarelle Osborn, PE
Principal-in-Charge

Technical Proposal

Project Understanding

This project will provide a comprehensive evaluation and strategic update of the Department's stormwater infrastructure maintenance management program, focusing on proactive maintenance of drywells and swales. The project will evaluate the Department's current workflow and processes, confirm and update the Department's living database of assets, perform condition assessments, identify retrofit opportunities, and deliver a summary report. These updates to the Department's program for drywells and swales are expected to feed into the City of Spokane's larger asset management program update that is currently being developed by the Integrated Capital Management team.

This project will use a data-driven approach to update the Department's maintenance program to maximize the effectiveness of City maintenance crews. The Department is responsible for maintaining approximately 4,500 drywells and 940 bioinfiltration swales that manage stormwater runoff. Drywell maintenance typically includes inspecting for structural failures; making repairs to lids, frames, and grates; and using a vactor truck to remove sediment, trash, and debris. Swale maintenance typically includes mowing, removing invasive vegetation, and removing sediment that builds up at swale inlets. By leveraging data related to factors that trigger more frequent maintenance along with the Department's maintenance records, this project will help the Department refine its program by adjusting maintenance frequency.

Through Osborn's work on the NE Spokane Stormwater Study and the UIC Evaluations Project, we have already inspected more than 1,000 of the City's 4,500 drywells (Figure 1) as well as many bioinfiltration swales connected with the drywells. We have worked closely with the Department's staff to understand past and current issues with drywells and swales, how those issues have been addressed, and how the Department has prioritized areas for improvements. We will apply work with the Department to reconfirm our existing knowledge, perform condition assessments on the remaining drywells, audit the existing maintenance program, and develop improved workflows that will help the Department successfully manage the program in the future.

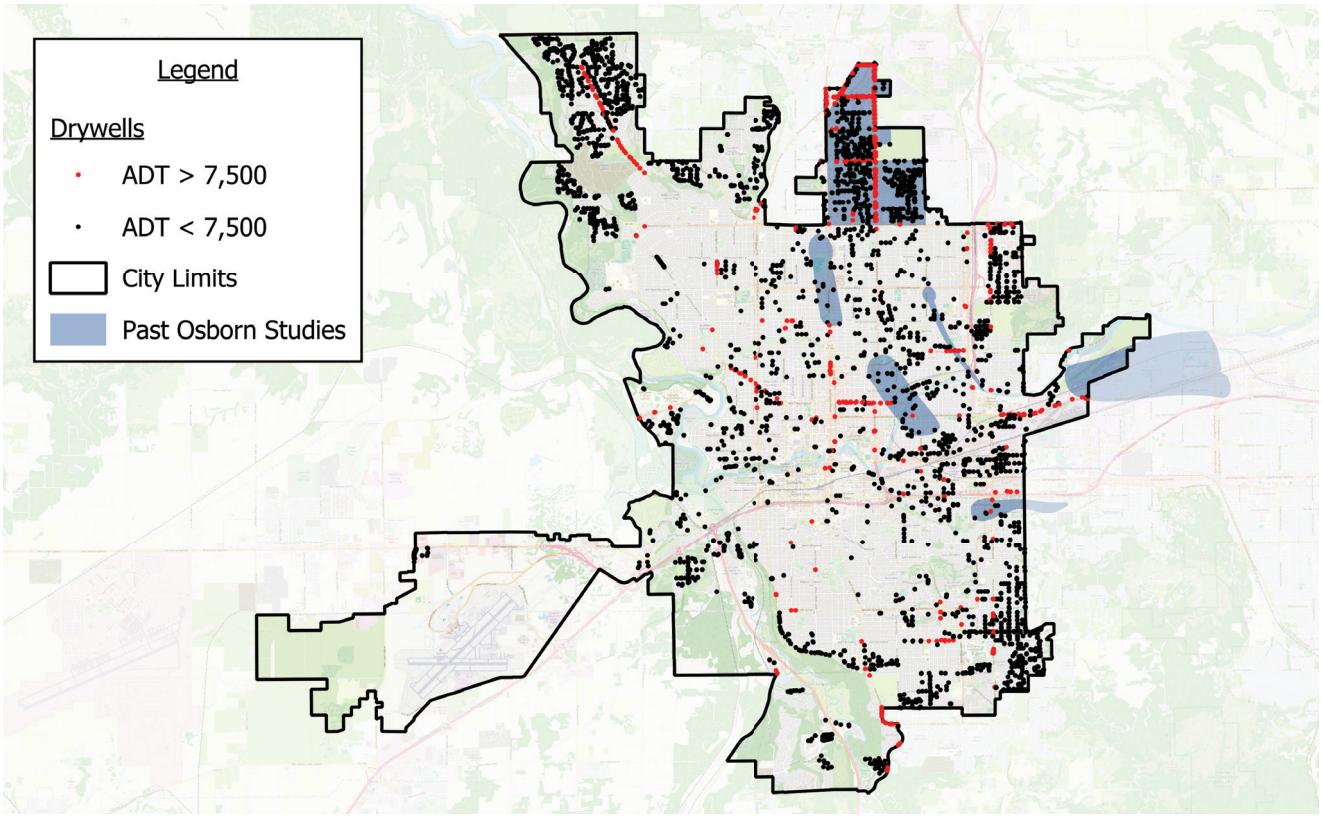


FIGURE 1: Drywells in the City of Spokane with average daily traffic (ADT) and past Osborn study areas.

Components of a Thriving Asset Management Program

A thriving stormwater asset management program needs the right blend of data management, effective sharing of institutional knowledge, and proactive approaches to manage a growing and changing system of assets. We are excited to work with the City on the following critical components of asset management, which are described in more detail in our **Work Plan on Page 6**.

Robust Program for Managing Continuous Change

Work Plan Task 1

The City's stormwater swales, drywells, and other infrastructure make up a dynamic system that is constantly changing. We have a deep understanding of the system through performing field investigations, modeling portions of the system, and helping the City update its GIS database. During our work on the UIC Evaluations project, we identified areas such as the intersection of N Stone Street and E Boone Avenue (**Figure 2**) where the storm system was recently upgraded. We will apply this system knowledge by collaborating with the Department to identify data gaps and improve the City's asset management program to most efficiently document ongoing updates with the correct level of detail.

FIGURE 2: New storm infrastructure at N Stone St. and E Boone Ave.

ADT	Drywells	Notes
500	1,000	Typical low end of ADT for collectors and arterials
7,500	499	Ecology threshold for "medium" pollutant loading
30,000	14	Ecology threshold for "high" pollutant loading

TABLE 1: Summary of drywells in high traffic areas.

Proactive Plan for High Maintenance Areas

Work Plan Task 2

High traffic areas and sediment point sources can lead to more frequent maintenance. As shown in **Table 1**, the The City currently has 1,000 drywells on roads with ADT greater than 500 and 499 drywells located on roads with ADT greater than 7,500. Point sources of sediment are often located in industrial areas, such as the manufacturing area on East Lyons Avenue, which was identified in Osborn's NE Spokane Study as a high sediment area requiring more frequent drywell maintenance. By comparing traffic loading and industrial land use data with the City's maintenance records, we plan to identify drywells needing maintenance on an increased frequency.

Practical Solutions for Failed Assets

Work Plan Task 3

Many of the City's drywells are likely near the end of their lifespan, with more than 800 drywells greater than 50 years old. Some of these are brick drywells or "seepers" (**Figure 3**), which are often very shallow and have a lower level of performance compared to newer slotted concrete drywells. Our past work with the City has also identified drywells that have failed due to being constructed with a geotextile lining placed directly around the drywell barrel, which leads to clogging of fine material. This condition can be extremely difficult to address with standard maintenance procedures. The Department has rehabilitated some of these drywells with a variety of solutions including drain tile, horizontal drywells, and infiltration chambers. Our condition assessment will identify and prioritize which drywells most likely need to be replaced and which methods are expected to be most effective.

FIGURE 3: Brick "seeper" drywell.

Excellent Data Organization

Work Plan Task 4

We understand the Department currently has information documented in Cityworks, spreadsheets, ArcGIS, and hard copy records. From working sessions with the City on our past projects, we also know the Department's staff have a wealth of institutional knowledge regarding how the drainage system functions and which areas require special attention. We plan to integrate our maintenance program updates into existing software and workflows (**Figure 4**) to the extent possible so the Department can effectively capture and retain existing institutional knowledge while having a forward compatible system for adding new information.

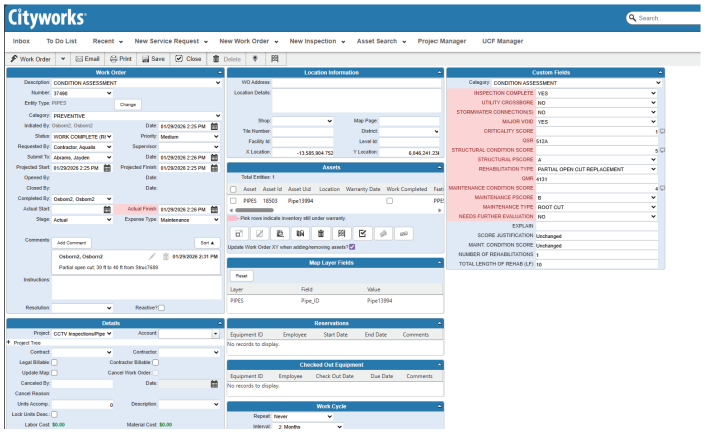


FIGURE 4: Asset management workflows developed by Osborn to document and manage pipeline condition assessment activities using Cityworks.

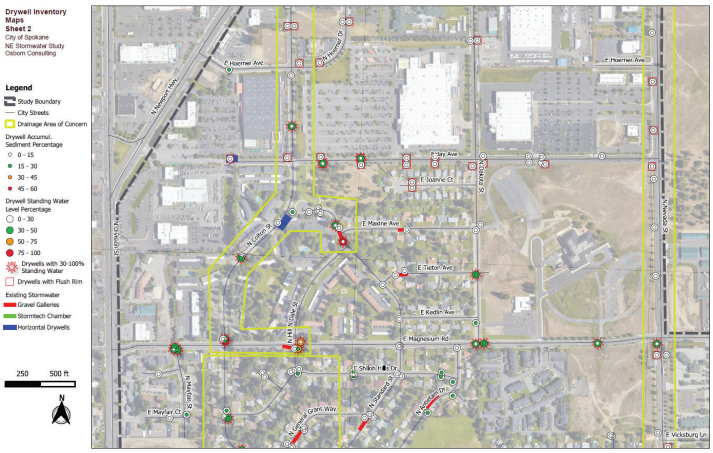


FIGURE 5: Map from Osborn's NE Spokane Study Action Plan.

Comprehensive Action Plan

Work Plan Task 5

Having a detailed action plan will set the Department up for a successful long-term operations and maintenance program. **We have delivered several action plans for the City of Spokane that have led to final design of retrofit projects and successful Ecology grants to fund future work (Figure 5).** Across Washington, Osborn has routinely supported public agencies in updating their operations and maintenance programs, performing condition assessments and prioritizing retrofits of existing asset. Our action plan will focus on leveraging technology alongside the expertise of the Department's maintenance crews and developing a data-driven maintenance schedule so all assets are maintained on the correct frequency.

Strategy for Protecting Water Quality

Work Plan Task 6

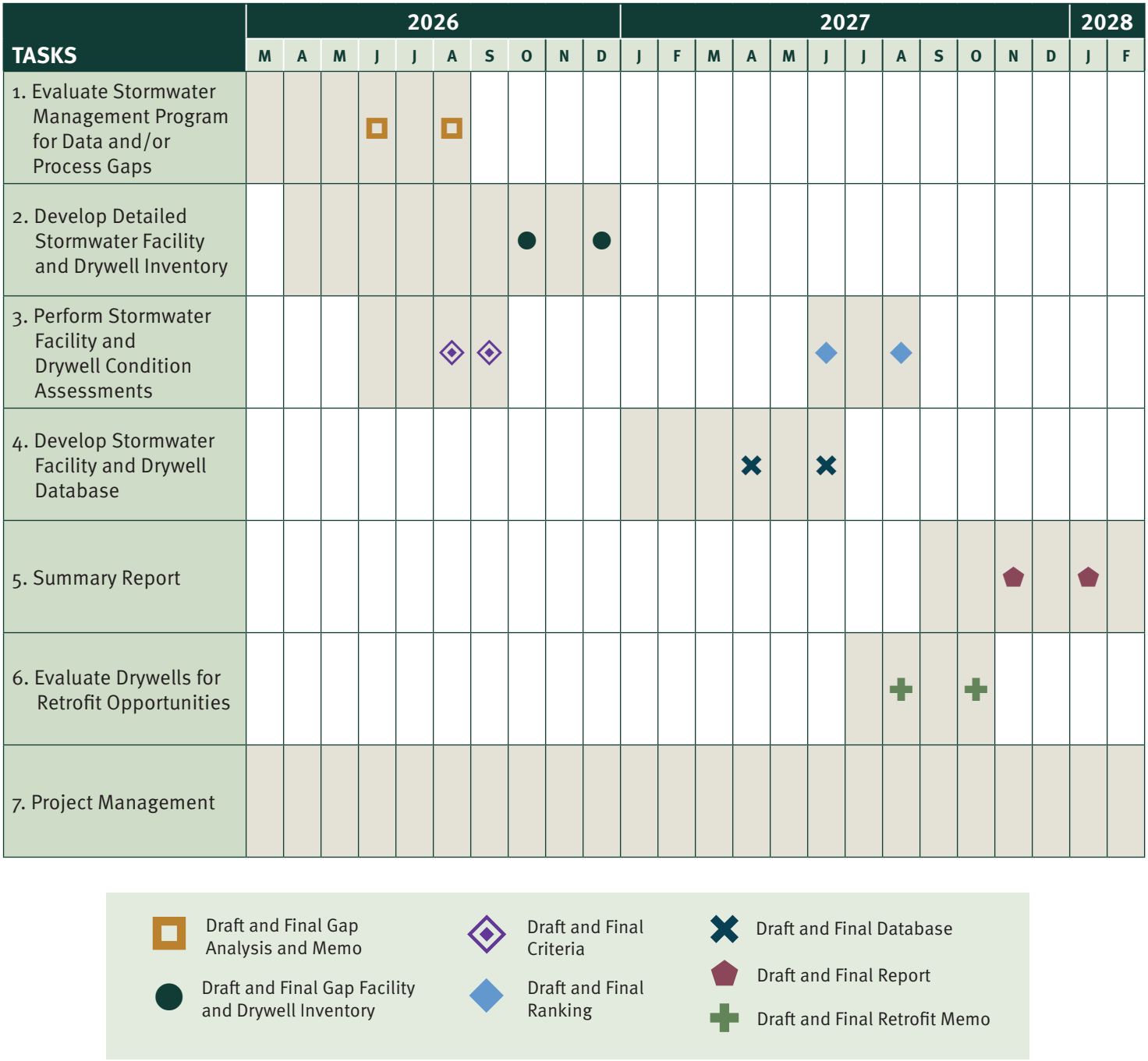
Bioinfiltration swales are the preferred stormwater Best Management Practice (BMP) for treating stormwater runoff and protecting water quality in the Spokane Valley-Rathdrum Prairie Aquifer. Roughly 720 City drywells function as overflow devices for infiltrating runoff treated in swales. During our work on the NE Spokane Stormwater Study and the UIC Evaluations Project, we identified multiple swales needing retrofits to the drywell rims to provide the minimum ponding depth of 6 inches required to treat runoff (**Figure 6**). Swales may also need to be fully reconstructed if they are not adequately promoting infiltration, which is often demonstrated by excess vegetation growth and wetland plant species such as cattails. For areas without existing treatment BMPs, Osborn developed a prioritization system as part of the UIC Evaluations Project that includes factors related to aquifer water quality such as pollutant loading, vadose zone treatment capacity, and depth to the aquifer.

FIGURE 6: Swale with a flush rim recommended for retrofit to provide minimum ponding depth.

Work Plan and Schedule

Proposed project tasks, including deliverables and expectations from the City to help keep the project on schedule, are provided in the following Work Plan section (**Page 6**). A proposed schedule outlining each task and key milestones is provided in the Preliminary Project Schedule below (**Figure 7**).

FIGURE 7: Preliminary Project Schedule.



Work Plan

Proposed project tasks, including deliverables and expectations from the City to help keep the project on schedule, are provided in the following Work Plan. A proposed schedule outlining each task and key milestones is provided in the Preliminary Project Schedule on **Page 6**.

TASK 1 | EVALUATE STORMWATER MANAGEMENT PROGRAM FOR DATA AND/OR PROCESS GAPS

The objective of this task is to determine any data gaps in the existing program maintenance management processes.

This task will first include a series of data collection steps. The initial step will be to document maintenance management processes and workflows with the associated data management tools (e.g. ArcGIS, Cityworks, etc.). Next, Osborn will interview applicable City staff to obtain management process and field activity information. To compliment the data collection and staff interviews, Osborn will conduct field work to perform observations of maintenance activities in the field including the process used to log maintenance notes. Osborn has recent experience conducting both staff interviews, workshops for staff, and field reconnaissance specific to drywells on the recent Spokane UIC Evaluations and Alternatives Analysis for Wellhead Protection Zones Project.

OSBORN DELIVERABLES:

- Draft and final data gap analysis.
- Draft and final summary technical memorandum.

CITY INVOLVEMENT:

- Provide requested data.
- Participate in staff interviews and field work.
- Review the gap analysis and technical memornadum.

A gap analysis will then be completed to evaluate the data, identify any process and/or data gaps, and strategize on areas where the existing program could be more efficient. For example, Osborn has identified the following specific maintenance improvements on past projects with other agencies:

- Clearly documenting maintenance procedures so there is consistency across field crews.
- Streamlining field data collection with technology such as ArcGIS Field Maps and Survey 123.
- Bringing maintenance activities into compliance with the Eastern Washington Phase II Municipal Stormwater Permit Section S5.B.6.

The data review, gap analysis, and recommendations will then be summarized into a technical memorandum that will be easy to follow and will provide the baseline for the following tasks.

TASK 2 | DEVELOP DETAILED STORMWATER FACILITY AND DRYWELL INVENTORY

The objective of this task is to develop a complete stormwater facility and drywell inventory.

Osborn will review and update the City's ArcGIS inventory of publicly owned stormwater treatment facilities and drywells. Based on our recent work with the City of Spokane, we have listed the anticipated updates below. This list will be refined based on our coordination with the City in Task 1.

OSBORN DELIVERABLES:

- Draft and final detailed stormwater facility and drywell ArcGIS inventory.

CITY INVOLVEMENT:

- Provide the City's current stormwater facility and drywell ArcGIS inventory.

- **Treatment Facilities GIS Layer:** Create or update the layer to include swale footprints and depths, asset IDs of overflow structures or pipes, and unique information such as walls, weirs, or vegetation. Add key information for proprietary facilities like Modular Wetlands.
- **Stormwater Inlet GIS layer:** Update the City's existing layer with key drywell information collected in Task 3: drywell design (Type 1, Type 2, brick seeper, etc.), presence of pretreatment (swale, catch basin, downturned elbow, etc.), riser depth, grate/cover type, presence of visible filter fabric wrapped around the drywell, presence of debris (sand, gravel, wood, other), depth to standing water and sediment, and signs of issues (surface ponding, visible oil, plugged drywell drain holes, etc.).

TASK 3 | PERFORM STORMWATER FACILITY AND DRYWELL CONDITION ASSESSMENTS

The objective of this task is to perform stormwater facility and drywell condition assessments for the City's assets.

This task will first include collaborating with the City to develop condition assessment criteria and a ranking system for stormwater facilities and drywells. We will focus on creating a system that takes inputs directly from field crew data and can easily be updated in the future. The ranking system is expected to include:

- Asset age based on GIS data and asset defects based on Cityworks data or work orders.
- Inspection data related to functionality (standing water, sediment build-up, overgrown vegetation).
- Deviations from current City design standards that are known to be widespread (e.g., swales with flush rims as opposed to providing 6 inches of ponding depth).
- Existence and type of pretreatment for drywells.

OSBORN DELIVERABLES:

- Conduct field observations to collect additional information.
- Draft and final condition assessment criteria.
- Draft and final condition assessment ranking.

CITY INVOLVEMENT:

- Review on the condition assessment criteria.
- Assist with access, as needed, for field observations.
- Provide relevant maintenance documentation.
- Review of the assessment condition ranking.

Osborn will perform condition assessments for publicly owned stormwater assets. The conditions assessment will include a combination of leveraging data from existing City Department records and performing field inspections where needed to collect additional data:

- Leverage data from Cityworks and other Department records, when available.
- Leverage data compiled from the City's past NE Spokane Stormwater Study and current UIC Evaluations and Alternative Analysis in Wellhead Protection Zones Project with Osborn.
- Qualify any leveraged data by performing QC spot checks of the assets in the field.
- Field inspect stormwater facilities and drywells when maintenance records and/or previous assessment data are not available. Data will be collected digitally in the field with ArcGIS Field Maps or Survey 123 using drop down/single click options for efficiency and reducing opportunity for human error. This will allow the database to be dynamically updated and significantly streamline the data collection.
- Generate a prioritization ranking based on the data collected.

Field inspections will be performed on up to 25 percent of the City's assets (approximately 240 swales and 1,100 drywells). Inspections will focus on the highest priority assets based on factors from the ranking system, as well as assets with missing data. This will allow our team to work with the Department to thoroughly vet the conditions assessment framework and technology before handing it off to the City for future use.

TASK 4 | DEVELOP STORMWATER FACILITY AND DRYWELL DATABASE

The objective of this task is to develop a dynamic stormwater facility and drywell database that includes the condition assessment of each asset.

OSBORN DELIVERABLES:

- Draft and final database.

CITY INVOLVEMENT:

- Review of the database.

Osborn will develop a dynamic, user-friendly, comprehensive database of stormwater facility and drywell information collected by the inventories, condition assessments, and retrofit evaluations performed in the other tasks. The database will be compatible with ArcGIS and Cityworks and will include procedures for efficiently transferring data between the two software platforms. To ensure the database is easy for the Department staff to maintain going forward, we will focus on capitalizing on existing processes and tailoring the database attributes to information that can quickly and easily be collected in the field and recorded into the software. Osborn has recently developed and managed similar databases for our City of Shoreline Condition Assessments and City of Sammamish Condition Assessments projects.

TASK 5 | STORMWATER INFRASTRUCTURE EVALUATION AND ASSESSMENT REPORT

The objective of this task is to provide a summary report of the work completed under Tasks 1 through 5.

Osborn will write a final stormwater infrastructure evaluation and assessment report that includes the detailed information obtained from the completed work plan for this project. The final report will include, but not be limited to the following:

- Data/process gap assessment summary technical memorandum from Task 1.
- Summary of results of stormwater facility and drywell inventorying from Task 2.
- Assessment criteria and ranking results of the condition assessment from Task 3.
- Detailed explanation of the contents and organization of the dynamic database from Task 4.
- Results of drywell retrofit evaluation from Task 6.

OSBORN DELIVERABLES:

- Draft and final report.

CITY INVOLVEMENT:

- City to provide comments on the draft report.

TASK 6 | EVALUATE DRYWELLS FOR RETROFIT OPPORTUNITIES

The objective of this task is to evaluate the condition assessment data to identify top priority drywells for retrofit opportunities.

Osborn will evaluate drywells based on physical drywell conditions and water quality standards. Retrofits for physical conditions will be based on the assessment data developed in Task 3 to identify drywells that need significant structural repair. The water quality evaluation will be based primarily on the 2024 Ecology Stormwater Management Manual for Eastern Washington (SWMMEW) and will also consider local standards (City design standards, SRSM, SVRP Wellhead Protection Plan). If there are conflicting requirements between any of these documents, we will work with the City to select the appropriate approach.

OSBORN DELIVERABLES:

- Draft and final technical memorandum for retrofit opportunities.

CITY INVOLVEMENT:

- Provide comments on the retrofit opportunities.

The water quality evaluation will include the following tasks:

- Identify areal land uses and average daily traffic (ADT) to determine pollutant loading classifications.
- Use borelog information in ArcGIS and elevation contours provided in the SVRP Wellhead Protection Plan to estimate the vadose zone treatment capacity.
- Identify drywell configurations required to satisfy treatment requirements.

Based on the evaluation, Osborn will identify and prioritize drywell retrofit opportunities. Prioritization will be critical to determine which of the 4,500 drywells are most critical to address. Osborn has recently completed similar work for the City of Spokane Valley Storm & Utility Program Master Plan that included prioritization by treatment requirements, proximity to high-ADT roads and point sources of pollution, proximity to water wells, and proximity to down-gradient water bodies. Proposed retrofits will include standard BMPs from the SWMMEW and proprietary BMPs approved by Ecology for General Use Land Use Designation. Osborn will build on our work completed during the NE Spokane Stormwater Study and UIC Evaluations and Alternative Analysis in Wellhead Protection Zones Project, which assessed BMPs used for drywell retrofits for general feasibility, construction and life cycle costs, and operations and maintenance considerations.

Osborn will summarize the findings in a technical memorandum that determines the drywells with the most significant need for structural repair and identify retrofit opportunities for both pre-treatment and treatment.

TASK 7 | PROJECT MANAGEMENT AND ADMINISTRATION

This task covers the management, administration, and coordination of the work.

Your primary point of contact with prime responsibility and final authority for Osborn's work will be Project Manager, Josh Van Wie. To clearly define the project management elements, Josh will develop a Project Management Plan (PMP) that is customized with the City during the project kick-off meeting and through other discussions with the City. See the Management Proposal (**Page 10**) for more details. Josh will prepare monthly progress reports to document the work completed and any scope and schedule items that need to be coordinated between Osborn and the City.

Project management will also include the following meetings:

Project Kick-Off Meeting with key City staff to review the study goals, project approach, and schedule. Additional details are located in the Management Proposal section.

Monthly Check-in Meetings to discuss project status and coordinate on solutions. We anticipate being directly involved with staff from the Integrated Capital Management Department (ICM) and the Wastewater Management Department (WWM) groups to facilitate collaborative conversations.

OSBORN DELIVERABLES:

- Monthly progress reports (status of work completed/ anticipated and budget).
- Meeting agendas, notes, and action Items.

CITY INVOLVEMENT:

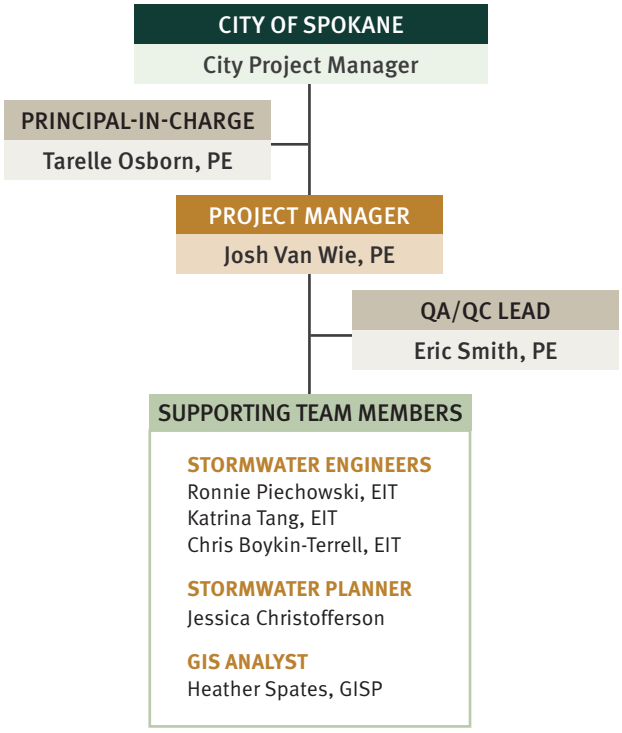
- Input on scope, schedule, and budget needs and changes.
- Attend presentations and meetings.

Management Proposal

Team Introduction

As Project Manager, Josh Van Wie will have prime responsibility and authority for the Osborn Team's work. He has carefully selected team members that have experience with City of Spokane and stormwater asset management to deliver the Stormwater Program and Infrastructure Evaluation and Assessment. Together, they will analyze current conditions and develop effective, practical solutions to address the UICs and overall stormwater management in the project area. **Figure 8** identifies the roles assigned to each team member who will contribute to the study. Details regarding each team member's responsibilities and qualifications can be found in the following pages, including individual's availability and summary of skills in **Table 2** on **Page 12**, and full resumes describing relevant experience in **Appendix A**. We are committed to ensuring the staff identified in this proposal will perform the assigned work and do not expect to include any subconsultants.

FIGURE 8. Team Organization Chart



As a management team, Josh is supported by our Principal-in-Charge, Tarelle Osborn. Josh and Tarelle have delivered multiple stormwater plans and designs for eastern Washington clients in recent years, including the Storm & Utility Program Master Plan and the current Ridgemont Estates Stormwater Improvements project for the City of Spokane Valley. They work well together to understand client's needs and expectations, starting with the end goal in mind from the first project kick-off meeting. They are well-versed in the UIC Rule, the Eastern Washington Phase II Municipal Stormwater Permit, and City of Spokane stormwater requirements, bringing recent experience coordinating with and delivering projects with City staff and key partners. They have extensive experience applying these requirements to a variety of projects, including design, planning, and asset management. We offer a streamlined team that provides the City with direct access to our technical staff, who will work together to plan for a sustainable future of the City's stormwater and drinking water systems.

Osborn Consulting

Osborn, founded in 2004, is a full-service design firm that focuses on stormwater management, water resources, transportation, urban planning, and landscape architecture. Since the inception of the company, our focus has been stormwater engineering and we continue to invest in and prioritize the growth and learning of new technologies, codes/policies, and trends in the stormwater industry. In the Spokane area, this includes understanding the latest guidance for drywells, UIC Rule compliance, and protection of Spokane's sole source aquifer. This allows us to stay current and provide the highest value to our clients by delivering implementable city planning documents that result in practical solutions.

Osborn provides design, watershed planning, and compliance support for municipal clients. We have successfully delivered innovative, yet practical, and cost-effective solutions that meet our clients' unique needs and are completed within budget and on time for more than 20 years. From basin planning and options analyses to design and construction support, we are experienced in implementing sustainable stormwater solutions of all sizes. Our team includes civil engineers, landscape architects, urban designers, and public outreach support staff who deliver highly responsive and personalized design services to our clients and their communities. We work collaboratively with our clients and project key partners to deliver high quality and well-integrated solutions to exciting design challenges in our region. In addition, Osborn is a federally certified SBE and a certified WBE in Washington state.

Internal Controls

As Project Manager, Josh will utilize proven internal controls to effectively manage the project and proactively respond to issues and scope changes by ensuring shared expectations and a common goal for the City and Osborn Team members.

Internal controls he will employ include:

Project Management Plan. The Project Management Plan will identify key staff and key partners, define communication protocol, refine the project schedule, and set up an issues/action tracking log to ensure consistency and transparency throughout the study.

Project Kickoff Meeting. Osborn Team members and City staff will meet to outline project goals and set a vision that the City endorses prior to beginning work. At Osborn, we start every project off with a kickoff meeting, which supports efficiency by focusing our efforts on work that supports the client's goals.

Budget & Schedule Management. Osborn's budget tracking system is Vantagepoint where Leads work closely with administrative staff to track project budgets and manage staff workload, keeping the monthly reporting process cost effective. The final project schedule will help to ensure understanding of level of effort and goals for each task.

Quality Assurance & Quality Control. The Osborn Team uses a comprehensive QA/QC process for reviewing planning and modeling studies that documents the QC process in a concise manner. As QA/QC Lead, Eric Smith, PE brings a depth of experience from 20+ years of serving public agencies. Osborn also employs a risk-based approach to project management that advocates proactive identification of risks to clients and key partners.

Communication. Check-in meetings will be scheduled with Josh, Tarelle, and the City Project Manager to discuss the project status and collect information needed to complete the scope of work tasks. These meetings will be held using a combination of face-to-face conversations (using online web conference platforms if necessary) and phone calls, as needed, to discuss specific project details.

"I enjoyed working with Josh on the West Terrace Stormwater Management Plan. I really appreciate his thoughtful and intelligent demeanor. Also, his preparation and thorough understanding of the project supported his development of achievable solutions for existing drainage issues and a plan for future development."

Matt Zarecor, County Engineer, Spokane County

Team Member Roles, Responsibilities, and Qualifications

Osborn Team members (**Table 2**) are excited to collaborate with the City for this stormwater planning opportunity and are available to provide the requested services. In selecting staff for delivering this project, we have evaluated their current project commitments and estimated availability through the duration of the anticipated contract schedule (**Figure 7 on Page 5.**). Abbreviated qualifications for each team member are included on the following pages and full resumes can be reviewed in **Appendix A**.

TABLE 2. Osborn Team Members Qualifications Summary

Osborn Team Members Roles and Responsibilities	Years of Experience	Est. % Availability for Duration of Contract	Located in Spokane	Areas of Experience									
				City of Spokane	Spokane County	Stormwater Master Planning	Field Inspection of Stormwater Assets	UIC Regulations & Drywell Compliance	Swale and Drywell Retrofit Planning	Applying GIS for Asset Management	Cost Estimating	Maintenance Planning/Design	2024 SWMMEW
Josh Van Wie, PE Project Manager & Prime Responsibility and Authority	16	20%	●	●	●	●	●	●	●	●	●	●	●
Tarelle Osborn, PE Principal-in-Charge	26	5%		●	●	●	●	●	●	●	●	●	●
Eric Smith, PE QA/QC Lead	31	10%	●	●		●	●	●	●		●	●	●
Ronnie Piechowski, EIT Stormwater Engineer	5	30%	●	●			●	●	●	●	●	●	●
Katrina Tang, EIT Stormwater Engineer	3	10%				●	●			●	●		●
Chris Boykin-Terrell, EIT Stormwater Engineer	2	30%	●	●			●	●	●	●	●		●
Jessica Christofferson Senior Stormwater Planner	19	20%		●		●	●	●	●		●	●	●
Heather Spates, GISP GIS Analyst	14	10%		●		●	●			●			

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Project Manager

JOSH VAN WIE, PE

City of Spokane

Josh has managed a variety of planning, modeling, and design projects in the Spokane area and throughout Washington State, including the Spokane UIC Evaluations and Alternatives Analysis in Wellhead Protection Zones and the NE and NW Spokane Stormwater Basin Planning Studies. These projects have given him an in-depth knowledge of Spokane's stormwater assets, GIS databases, and issues commonly faced by field maintenance crews. His experience includes extensive work on stormwater retrofits, working directly with Ecology staff and grant managers for project approvals, and application of Ecology's UIC guidelines assessing treatment requirements based on pollutant loading and vadose zone treatment capacity. Josh has worked closely with the City of Spokane, Spokane County, City of Spokane Valley, and other public agencies to assess existing stormwater assets and develop plans for infrastructure improvements.

Role and Responsibilities:

- Project Manager, primary point of contact, and final authority for Osborn work.
- Responsible for leading and coordination of the Osborn Team, overseeing the development of the project, and coordination with key partners.
- Lead for defining project requirements.
- Lead author for report and action plan.

Relevant Project Experience:

- City of Spokane, UIC Evaluations and Alternatives Analysis in Wellhead Protection Zones, Spokane, WA
- City of Spokane, NW Spokane Stormwater Basin Study, Spokane, WA
- City of Spokane, NE Spokane Stormwater Study, Spokane, WA
- City of Spokane, Normandie Site Feasibility Assessment, Spokane, WA
- Spokane County, West Terrace Stormwater Study, Spokane, WA
- City of Wenatchee, Broadview Pond Analysis, Wenatchee, WA

RESUME: PAGE A3

Principal-in-Charge

TARELLE OSBORN, PE

As President and Principal Engineer of Osborn, Tarelle takes pride in her work and in delivering a quality and innovative product. She is a recognized leader and expert in utility management, planning, and design. Tarelle has developed an in-depth understanding of the importance of making utility systems work with the environment, neighborhood, recreation, and transportation goals of projects. Her technical experience encompasses design of permanent utility systems including collection, conveyance, stormwater flow control (detention), and storm water quality treatment facilities. As the Project Manager, Tarelle was responsible for the overall development of the UIC Retrofit Program under the Spokane Valley Master Plan effort.

Role and Responsibilities:

- Provide project oversight.
- Conduct principal-level check-ins with client to ensure project is achieving desired goals and outcomes.
- Provide additional resources and insight to the project team.

Relevant Project Experience:

- City of Spokane, UIC Evaluations and Alternatives Analysis in Wellhead Protection Zones, Spokane, WA
- City of Spokane Valley, Storm & Utility Program Master Plan, Spokane Valley, WA
- City of Spokane Valley, Ridgemont Estates Stormwater Improvements, Spokane Valley, WA
- SPU, South Park Street & Drainage Improvements, Seattle, WA
- City of Anacortes, Stormwater Master Plan, Anacortes, WA

RESUME: PAGE A5

QA/QC Lead
ERIC SMITH, PE

City of Spokane

Eric has more than 30 years of experience working with municipalities across Washington state. He developed asset management programs for the cities of Wenatchee and Ellensburg that focused on data collection and maintenance that could easily be implemented by field teams with limited technology expertise. Prior to Osborn, he served as Director of Capital Projects for WSU Health Sciences in Spokane, giving him the owner's perspective of asset management through managing the Operations and Grounds team.

Role and Responsibilities:

- QA/QC Lead for all project deliverables.

Relevant Project Experience:

- City of Wenatchee, Stormwater Geodatabase Model, Wenatchee, WA*
- City of Ellensburg, Stormwater System Mapping, Ellensburg, WA*
- Chelan County Public Works, 2010 Comprehensive Stormwater Management Plan, Wenatchee, WA*

*Prior Osborn

RESUME: PAGE A7

Stormwater Engineer
RONNIE PIECHOWSKI, EIT

City of Spokane

Ronnie brings strong technical skills and a team-minded and personable approach to collaborating with clients. She worked in a lead role on the UIC Evaluations and Alternatives Analysis in Wellhead Protection Zones project and NE Spokane Stormwater Study, which included managing field inspections of drywells and swales, developing GIS field collection tools, creating a drywell prioritization system, and coordinating with City staff. Ronnie also supports PS&E development, alternatives analysis, and permit compliance.

Role and Responsibilities:

- Support for defining study requirements.
- Support of asset management database and inventory.
- Supporting author for report and action plan.

Relevant Project Experience:

- City of Spokane, UIC Evaluations and Alternatives Analysis in Wellhead Protection Zones, Spokane, WA
- City of Spokane, NE Spokane Stormwater Study, Spokane, WA
- City of Spokane Valley, Stormwater Utility Master Plan, Spokane Valley, WA

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Stormwater Engineer
KATRINA TANG, EIT

Katrina has supported a variety of stormwater projects at Osborn, from planning through design including current working on a stormwater regional facility project for the City of Everett. She brings expertise in condition assessment programs for public agency clients. She works with local agencies to develop and implement asset management programs that utilize ArcGIS and Cityworks to strategically address failing or underserved infrastructure needs. She brings experience conducting inspections through site visits as well as through review of CCTV data for pipe cleaning programs.

Role and Responsibilities:

- Support for defining study requirements.
- Support of asset management database and inventory.
- Supporting author for report and action plan.

Relevant Project Experience:

- City of Everett Regional Stormwater Facility Study, Everett, WA
- City of Sammamish, Stormwater Engineering Services, Sammamish, WA
- City of Mill Creek, Stormwater Pipe Rehabilitation, Mill Creek, WA

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Stormwater Engineer
CHRIS BOYKIN-TERRELL, EIT

Christopher supports stormwater planning and design work and uses his unique analysis and programing skills to develop data collection and processing tools helping Osborn teams be more efficient. He has a deep working knowledge of Spokane's stormwater assets through completing GIS analysis and field inspections for the UIC Evaluations and Alternatives Analysis in Wellhead Protection Zones project and NE Spokane Stormwater Study.

Role and Responsibilities:

- Support for defining study requirements.
- Support of asset management database and inventory.
- Supporting author for report and action plan.

Relevant Project Experience:

- City of Spokane, UIC Evaluations and Alternatives Analysis in Wellhead Protection Zones, Spokane, WA
- City of Spokane, NE Spokane Stormwater Study, Spokane, WA
- City of Mill Creek, Stormwater Pipe Rehabilitation, Mill Creek, WA

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Senior Stormwater Planner
JESSICA CHRISTOFFERSON

Jessica is a project manager and senior stormwater planner with more than 19 years of experience in stormwater asset management, planning, compliance, and design. In recent years, Jessica has been the project manager for stormwater comprehensive master plans, stormwater management action plans, and stormwater compliance on-calls. Her depth of experience includes the enhancement and development of programs and policies in stormwater, including code and ordinance development, and stormwater standards updates.

Role and Responsibilities:

- Review project requirements for compliance with UIC Rule and SWMMEW.
- Provide input on UIC solutions based on extensive experience.
- Give senior-level guidance to project engineers.

Relevant Project Experience:

- City of Spokane, UIC Evaluations and Alternatives Analysis in Wellhead Protection Zones, Spokane, WA
- City of Yakima, Underground Injection Control (UIC) Retrofit Design Study, WA*
- O&M Plan Template, Wenatchee Valley Stormwater Technical Advisory Committee (WVSTAC), Wenatchee, WA*

*Prior Osborn

RESUME: PAGE A15

GIS Analyst
HEATHER SPATES, GISP

Heather brings 14 years of experience in GIS analysis, developing analytical maps, integrating GIS-enabled features into other applications, and data management. She has worked for the City of Auburn and WSDOT as a GIS and Information Technology Specialist. Heather is a certified GIS Professional (GISP) and has an educational background in Geology and Environmental Engineering. Her experience designing, developing, and implementing GIS systems and applications will be a valuable asset to the Osborn team for this project.

Role and Responsibilities:

- Create ArcGIS based field inspection forms.
- Support GIS Processes and Database Integrations.
- Provide guidance on figure development for report.

Relevant Project Experience:

- City of Spokane, UIC Evaluations and Alternatives Analysis in Wellhead Protection Zones, Spokane, WA
- Clark County, Stormwater Management Action Plan, Clark County, WA
- City of Bellevue, City-Wide Culvert Prioritization Study, Bellevue, WA

Stormwater Planning Experience

Osborn is a full service design firm that has focused on improving and restoring stormwater facilities and providing municipal stormwater management planning, and asset management support for 20 years. **Table 3** provides a summary of several Osborn stormwater planning and asset management related projects for public agencies involving similar elements to those anticipated for the Stormwater Program and Infrastructure Evaluation and Assessment project.

On the following pages we have summarized select projects that best showcase our team's relevant experience with the anticipated scope of work elements for this contract and demonstrate our commitment to delivering successful projects for our clients.

OSBORN EXPERIENCE BY THE NUMBERS

75+ Stormwater Basin Studies & Plans Completed or in Progress

Stormwater Designs Treating More than **400** Acres of Runoff

200+ Stormwater Facilities Constructed

TABLE 3. Relevant Project Experience Summary

Osborn Projects	Project Duration	Relevant Project Elements				
		Evaluation of O&M Workflows and Processes	Creating/Updating Facility Inventories	Storm Condition Assessments	Developing Living Database for Assets	Developing Stormwater Retrofits
City of Spokane, UIC Evaluations & Alt Analysis in Wellhead Protection Zones	2025–Current		✓	✓	✓	✓
City of Spokane, NE Spokane Stormwater Study	2022–2023		✓	✓	✓	✓
City of Bellevue, City-Wide Culvert Prioritization Study	2022–2023	✓	✓	✓	✓	
Clark County, SMAP, Recommendations for Enhanced Maintenance Opportunities	2025–Current	✓		✓		✓
City of Mill Creek, Stormwater Pipe Rehabilitation	2025–Current	✓	✓	✓	✓	
City of Sammamish, Stormwater Engineering Services On-Call	2023–Current	✓	✓	✓	✓	
City of Wenatchee, Ninth Street Basin Water Quality Retrofit	2021–2024			✓	✓	✓
City of Spokane Valley, Ridgemont Estates Stormwater Improvements	2023–Current		✓	✓	✓	✓
City of Spokane Valley, Stormwater Utility Program Master Plan	2022–2023	✓	✓	✓	✓	✓

UIC Evaluations & Alternatives Analysis in Wellhead Protection Zones

Spokane, WA

Osborn is the prime consultant leading this Ecology funded assessment of UIC systems in Spokane's Wellhead Protection Zones. Our team evaluated 130 drywells, coordinated geotechnical field investigations, and developed innovative alternatives for BMPs to protect critical wellheads that draw from Spokane's sole source aquifer. This included assessing the level of treatment required at each UIC based on Ecology's guidelines for pollutant loadings and vadose zone treatment capacity in the underlying soils. Osborn then developed concept designs for retrofitting the drywells with BMPs such as bio-infiltration swales and manufactured treatment devices, to bring the UICs into compliance with Ecology standards.

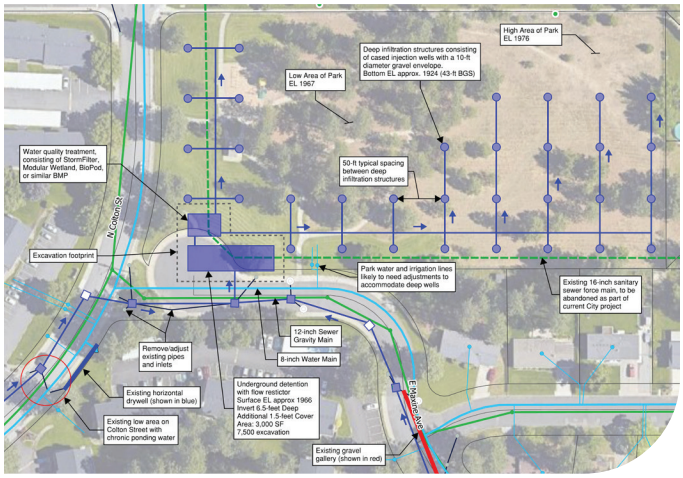
Relevance:

- Creating and updating drywell and swale inventories
- Condition assessments of drywells and swales
- Developing stormwater retrofits
- Collaboration with WWM Department staff

Owner:
City of Spokane

Schedule:
2025–Current

Key Team Members:
Josh Van Wie, Project Manager
Tarelle Osborn, Principal-in-Charge
Ronnie Piechowski, Stormwater Engineer
Chris Boykin-Terrell, Stormwater Engineer
Jessica Christofferson, QA/QC and Senior Stormwater Planner
Eric Smith, QC Reviewer
Heather Spates, GIS Analyst



NE Spokane Stormwater Basin Study

Spokane, WA

The second stormwater study Osborn has led with Spokane, this project focused on the NE portion of the city, which largely drains to infiltration facilities with drywells, more than 50 of which retain stormwater and are not functioning as designed. As a result, multiple locations in the study area experience flooding during even moderate rainstorms. The purpose of the study was to determine the capacity of the existing facilities and propose improvements necessary to manage stormwater. Osborn developed a creative solution to manage runoff in areas with non-infiltrative soils by using a regional deep infiltration facility at Hill N' Dale Park.

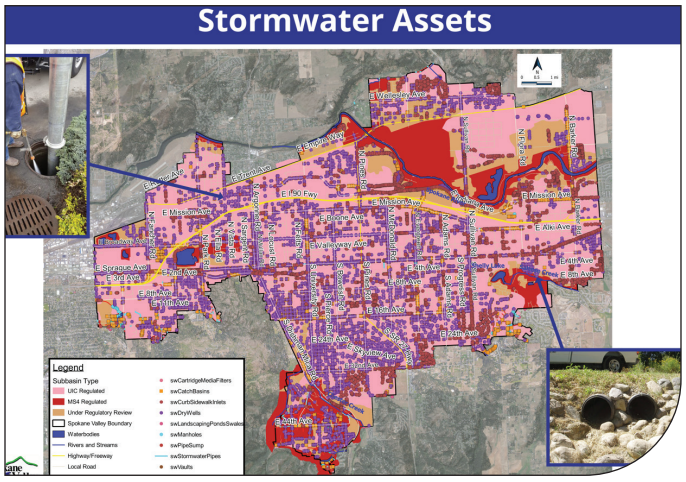
Relevance:

- City of Spokane stormwater basin planning
- Analysis of stormwater facilities
- Stormwater modeling
- Planning-level cost estimate
- Located in City of Spokane

Owner:
City of Spokane

Schedule:
2022–2023

Key Team Members:
Josh Van Wie, Project Manager
Ronnie Piechowski, Project Engineer
Chris Boykin-Terrell, Project Engineer



Stormwater Utility Master Plan (UIC Retrofit Program)

Spokane Valley, WA

As part of the Stormwater Utility Program Master Plan that Osborn prepared for the City of Spokane Valley, the team developed a comprehensive UIC Retrofit Program. The program evaluated more than 7,600 City-owned UICs using a GIS-based well assessment that incorporated land use, traffic volumes, proximity to pollutant sources, drinking water wells, and surface waters. Each UIC was assigned a pollution score and grouped into priority categories to identify high-threat facilities requiring retrofit. Osborn used this prioritization framework to define retrofit needs, establish a phased implementation strategy, and integrate UIC retrofits into the City's capital planning process. The program aligned with Washington State UIC Rule requirements and focused on protecting aquifer resources through targeted, data-driven investments. The resulting UIC Retrofit Program provided the City with a defensible, scalable approach for managing UIC assets, supporting regulatory compliance, and systematically reducing groundwater risk over time.

Relevance:

- GIS-based prioritization of high-risk UIC assets
- Regulatory-driven, defensible capital planning framework
- Scalable retrofit strategy aligned with long-term asset management goals

Owner:
City of Spokane Valley

Schedule:
2022–2023

Key Team Members:
Tarelle Osborn, Project Manager
Josh Van Wie, QA/QC
Ronnie Piechowski, Project Engineer

Stormwater Management Action Plan, Recommendations for Enhanced Maintenance Opportunities

Clark County, WA

Osborn is working with Clark County to lead the development of an SMAP, to comply with the requirements of their NPDES Phase I Permit by addressing stormwater runoff issues and enhancing water-quality treatment for the lower Salmon Creek watershed. The development of the County's enhanced maintenance program's goal is to plan for enhanced maintenance for sediment reduction, as a priority for enhancing stream conditions for the recovering Coho salmon populations. Osborn is actively working on identifying enhanced maintenance recommendations for rural ditch maintenance, pond maintenance, bioretention maintenance, filter cartridge cleaning, catch basin cleaning, increased street sweeping and UIC well maintenance, which will be included in the 20-year SMAP. Additionally, Osborn is developing a pipe repair and replacement program that includes identifying and prioritizing CCTV inspections, condition assessments, and repair recommendations

Relevance:

- Enhanced maintenance for assets
- Planning for asset management
- Required for grant funding
- Pollutant loading analysis

Owner:
Clark County

Schedule:
2025–Current

Key Team Members:
Jessica Christofferson, Project Manager
Tarelle Osborn, Principal-in-Charge
Ronnie Piechowski, Project Engineer
Katrina Tang, Pipe Assessment Engineer
Heather Spates, GIS Analyst

Stormwater Engineering Services On-Call

Sammamish, WA

Pipe Condition Assessment Program Initiation: This task enabled the City's stormwater team to make informed decisions on maintaining, repairing, rehabilitating, or replacing its stormwater assets. The Osborn team worked with the City to establish a Condition Assessment Program for their stormwater pipes. Using Cityworks and ArcGIS, the team developed processes and criteria for the pipe selection, CCTV inspections, likelihood of failure and consequence of failure for each inspected asset, a condition assessment, and repair or maintenance recommendations and prepared workflow diagrams to ensure the project continuity.

Pipe Condition Assessment: The City is currently CCTV'ing its 219 miles of stormwater pipes. In Cityworks, Osborn is currently creating CCTV inspection and condition assessment work orders, reviewing all inspection data, performing condition assessments, and providing repair and replacement maintenance recommendations. The team is assisting the City in selecting which pipes should be inspected in the next cycle and creating the corresponding work orders. Osborn is working with the City's engineering and maintenance teams to develop standard operating procedures and workflows that support effective coordination for work orders requiring additional follow-up.

Relevance:

- Developed processes and workflow for condition assessments
- Creating work orders and performing condition assessments in Cityworks
- Collaborating with City to develop standard operating procedures

Owner:
City of Sammamish

Schedule:
2023–Current

Key Team Members:
Katrina Tang,
Condition Assessment Engineer

City-Wide Culvert Prioritization Study

Bellevue, WA

Osborn worked with the City of Bellevue to develop a programmatic approach to prioritize public culvert replacements at waters of the state. The City's GIS database has approximately 365 culverts of varied age, type, length, and diameter. The goals of the project were to develop a prioritization tool to determine the order in which to replace culverts to provide good environmental stewardship and asset management, meet commitments to tribal key partners, and reduce risk of emergency failures. Utilizing WDFW fish inventories, we identified local fish populations for each of the creeks to assist in developing the prioritization. Osborn used GIS to analyze potential environmental benefits and the risk and consequence of failure at each culvert. The Osborn team worked together with the City to determine a weighting scheme to inform the prioritization process. The resulting prioritization tool maximizes the environmental returns and mitigates the risk of emergency culvert failure by determining the order in which culverts need to be replaced.

Relevance:

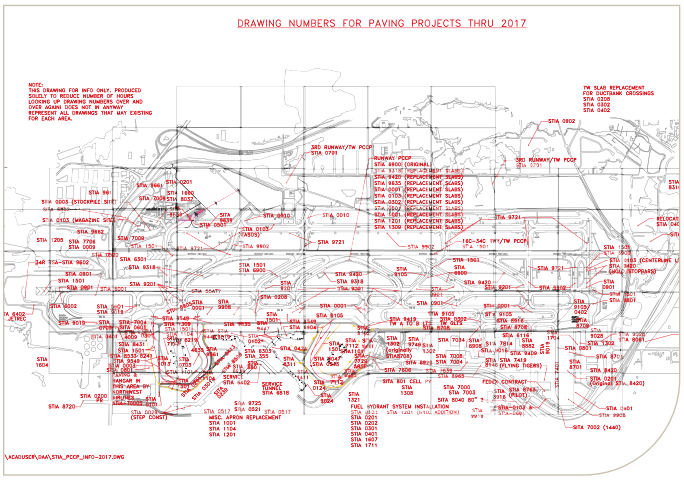
- Asset management and prioritization
- In-person condition assessments
- Site visit protocol and safety
- Developed and ArcGIS-based Survey 123 form for field inspections

Owner:
City of Bellevue

Schedule:
2022–2023

Key Team Members:
Katrina Tang,
Project Engineer

Heather Spates,
GIS Analyst



Asset Management Condition Assessment

SeaTac, WA

Osborn was hired to assist the Port of Seattle with updating their GIS data with accurate information regarding their Industrial Waste System (IWS), sewer, and storm utility systems. This work included reviewing CCTV inspections of their pipe infrastructure to determine the existing condition. Details of these condition assessments were compiled into a detailed spreadsheet, which included pipe attributes, inspection structural and O&M scores, inspection summary, and other useful information. This data was presented to the Port of Seattle for their team to consider repair types.

Relevance:

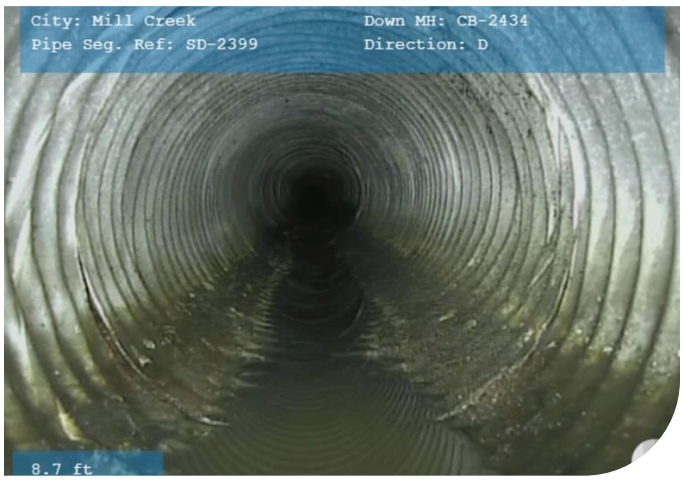
- Utility infrastructure condition assessments
- Compilation of existing data from multiple sources
- Data collection

Owner:
Port of Seattle

Schedule:
2018–Current

Key Team Members:
Ronnie Piechowski,
Project Engineer

Heather Spates,
GIS Analyst



Stormwater Pipe Rehabilitation

Mill Creek, WA

Osborn supported the City in developing its Stormwater Pipe Rehabilitation Work Plan. This project involves cleaning and inspecting up to 24,000 LF of stormwater pipe 18 inches in diameter and greater, followed by the development of a 2025 Stormwater Pipe Rehabilitation Work Plan Update (2025 Plan), which will outline the necessary repair, replacement, and maintenance over the next five years. As part of this contract, Osborn managed the CCTV inspection vendor and coordinated communication between the vendor and the City using ArcGIS based Survey 123. Osborn also helped establish workflows covering inspection procedures, QC procedures, and condition assessment processes. Under this work plan, Osborn is completing condition assessments, prioritize repair and replacement packages, and prepare cost estimates for the 26,000 LF of pipe inspected under this contract.

Relevance:

- Managed CCTV vendor and tracked inspection progress
- Developing a work plan to document condition assessment process and results
- Performed condition assessment for large diameter stormwater pipes

Owner:
City of Mill Creek

Schedule:
2025–Current

Key Team Members:
Katrina Tang,
Deputy Project Manager

Chris Boykin-Terrell,
Project Engineer

Heather Spates,
GIS Analyst

References

The Osborn Team is proud of the work we have accomplished for our public agency clients. We encourage you to contact our references in **Table 4** to learn more about our commitment to service and successful project delivery. Osborn has not had a contract terminated for default in the last five years.

TABLE 4. Osborn Consulting Firm References

Name of Client	Contact Person	Telephone Number	Email Address	Projects/Services Provided
Spokane Valley	Adam Jackson, PE	509.720.5024	ajackson@spokanevalleywa.gov	Stormwater Utility Program Master Plan (2022-2023)
City of Wenatchee	Darci Ronning	509.888.3287	dronning@wenatcheewa.gov	Broadview Pond Analysis (2021-2025) Ninth Street Basin Water Quality Retrofit (2021-2024)
City of Sammamish	Jayden Abrams, PE	425.295.0551	jabrams@sammamish.us	Stormwater Engineering Services On-Call (2023-Current)

"Osborn supported the City in initiating and implementing a pipe inspection, condition assessment, and repair and replacement program, including configuration and use of Cityworks to develop effective work orders and workflows. Their work helped establish a sustainable process for managing inspection results and follow-on maintenance activities... we look forward to continuing this partnership for years to come."

Jayden Abrams, PE, Associate Stormwater Engineer, City of Sammamish

Cost Proposal

TASK ID	TASK DESCRIPTION	OSBORN CONSULTING STAFF												Task Estimated Cost	Total Est. Hours
		Principal	Project Manager	QA/QC Lead	Sr. Stormwater Planner	Stormwater Engineer	Stormwater Engineer	Stormwater Engineer	Engineering Intern	GIS Analyst	Technical Editor	Sr. Project Accountant	Expense		
		Tarelle Osborn, PE	Josh Van Wie, PE	Eric Smith, PE	Jessica Christofferson	Ronnie Piechowski	Katrina Tang	Christopher Boykin-Terrell	TBD	Heather Spates	Meredith Harris	Paige Doebrich			
1	**Evaluate Stormwater Management Program and/or Process Gaps**														
	Document Maintenance Management Processes		8		16	16	16	24		8					
	Interview City Staff		8			8									
	Field Visits to Observe Maintenance Activities		8			8		8							
	Draft Data Gap Analysis		8		4	8		16							
	Final Data Gap Analysis		4		8	4		8							
	Draft Technical Memo		8	4	4	8		16			4				
	Final Technical Memo	2	4	4	4	4		8			2				
	SUBTOTAL	**2**	**48**	**8**	**36**	**56**	**16**	**80**	**0**	**8**	**6**	**0**	**$ -**	**$ 48,632**	**260**
2	**Develop Detailed Stormwater Facility and Drywell Inventory**														
	Draft Detailed ArcGIS Inventory		8	4	2	30	30	30		24					
	Final Detailed ArcGIS Inventory		4	2		8	16	16		8					
	SUBTOTAL	**0**	**12**	**6**	**2**	**38**	**46**	**46**	**0**	**32**	**0**	**0**	**$ -**	**$ 28,675**	**182**
3	**Perform Stormwater Facility and Drywell Condition Assessments**														
	Draft Condition Assessment Criteria and Ranking System		8	2	8	16		16							
	Final Condition Assessment Criteria and Ranking System	2	4	2	4	8		8							
	Perform Condition Assessments	-	-	-	-	-	-	-	-	-	-	-	-		
	Leverage Data from Cityworks and Previous UIC Assessments		4			8		16							
	Field Spot Checks to QC Levereged Data		8			8		8							
	Set up Field Data Collection System in Field Maps or Survey 123		8			4	12	16		8					
	Field Inspections for Condition Assessments		24	8		110		110	220	16			$3,500		
	Draft Condition Assessment Ranking	2	4	4		8	4	16							
	Final Condition Assessment Ranking		2	2		4	2	8							
	SUBTOTAL	**4**	**62**	**18**	**12**	**166**	**18**	**198**	**220**	**24**	**0**	**0**	**$3,500**	**$ 108,140**	**722**
4	**Develop Stormwater Facility and Drywell Database**														
	Draft Facility and Drywell Database		20	8	20	10	60	40		20					
	Final Facility and Drywell Database		10	4	10	5	30	20		10					
	SUBTOTAL	**0**	**30**	**12**	**30**	**15**	**90**	**60**	**0**	**30**	**0**	**0**	**$-**	**$ 46,268**	**267**
5	**Stormwater Infrastructure Evaluation and Assessment Report**														
	Draft Assessment Report	4	60	16	20	30	30	40			16				
	Final Assessment Report	2	30	8	10	15	15	20			8				
	SUBTOTAL	**6**	**90**	**24**	**30**	**45**	**45**	**60**	**0**	**0**	**24**	**0**	**$ -**	**$ 66,377**	**324**
6	**Evaluate Drywells for Retrofit Opportunities**														
	Identify Drywell Pollutant Loadings and Vadose Zone Treatment Capacities		8			20		60							
	Identify Drywell Configurations to Satisfy Treatment Requirements		4			8		16							
	Draft List of Drywell Retrofit Opportunities	2	4	4		8		16							
	Final List of Drywell Retrofit Opportunities		2	2		8		8							
	SUBTOTAL	**2**	**18**	**6**	**0**	**44**	**0**	**100**	**0**	**0**	**0**	**0**	**$ -**	**$ 27,931**	**170**
7	**Project Management and Administration**														
	Kick Off Meeting		4	2		2		2							
	Monthly Check-In Meetings		23	4	4	23	4	8							
	Progress Reporting & Project Set-Up/Management	2	50									30			
	SUBTOTAL	**2**	**77**	**6**	**4**	**25**	**4**	**10**	**0**	**0**	**0**	**30**	**$ -**	**$ 35,518**	**158**
	TOTAL ESTIMATE FOR ALL TASKS (HRS)	**16**	**337**	**80**	**114**	**389**	**219**	**554**	**220**	**94**	**30**	**30**			**$ 2,083**
	TOTAL ESTIMATE FOR ALL TASKS ($)	**$ 6,269**	**$ 92,718**	**$ 24,061**	**$ 26,611**	**$ 61,822**	**$ 31,586**	**$ 74,223**	**$ 19,096**	**$ 12,529**	**$ 4,204**	**$ 4,922**	**$ 3,500**		
													TOTAL ESTIMATE	**$ 361,541**	

Assumptions

- Field inspections for conditions assessment will include up to 240 swales and 1,100 drywells based on highest priority assets.
- Osborn's Project Manager and one Stormwater Engineer will attend all monthly meetings. Additional Osborn staff will attend key meetings to participate in collaborative working sessions with WWM Department staff.
- Expenses will include mileage and field data collection hardware and software for performing condition assessments.
- One round of comments is assumed for draft deliverables prior to submitting final deliverables.

Osborn Consulting

Appendix A

RESUMES

PROJECT MANAGER

Josh Van Wie, PE

EDUCATION

MS, Civil Engineering,
Washington State University

BS, Civil Engineering,
Washington State University

REGISTRATION & CERTIFICATION

Civil Engineer, WA, #53254

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EXPERTISE

Josh has led and supported a variety of stormwater design, planning, and modeling projects in the Spokane area and throughout Washington State. His experience includes analysis and design for addressing complex stormwater problem areas, stormwater modeling, development of PS&E packages, and construction support for a variety of projects including public storm drains, parks and shared spaces, and water and sewer improvements. Josh has worked closely with the City of Spokane, Spokane County, West Plains PDA, and other public agencies to develop stormwater basin analyses and PS&E packages for stormwater projects.

PROJECT EXPERIENCE

City of Spokane, UIC Evaluations & Alternatives Analysis in Wellhead Protection Zones, Spokane, WA

Josh is the Project Manager for this Ecology-funded assessment of UIC systems in Spokane's Wellhead Protection Zones. His team evaluated 130 drywells, coordinated geotechnical field investigations, and developed innovative alternatives for BMPs to protect critical wellheads that draw from Spokane's sole source aquifer. This included assessing the level of treatment required at each UIC based on Ecology's guidelines for pollutant loadings and vadose zone treatment capacity in the underlying soils. Osborn then developed concept designs for retrofitting the drywells with BMPs such as bioinfiltration swales and manufactured treatment devices, to bring the UICs into compliance with Ecology standards.

City of Spokane, NE Spokane Stormwater Study, Spokane, WA

Josh was the Project Manager leading a hydrologic stormwater drainage study in the northeast portion of the City to develop solutions for poorly functioning drywells that cause flooding. Osborn completed field assessments for more than 900 drywells and documented each drywell for sediment deposits, evidence of flooding or standing water, and presence or lack of water quality treatment. Osborn developed a solutions program that includes installation of underground StormTech chambers to increase infiltration capacity at key locations, a regional infiltration facility to manage runoff from the most severely impacted flooding area, and recommendations for water quality treatment to protect Spokane's sole source aquifer.

City of Spokane Valley, Stormwater Utility Program Master Plan, Spokane Valley, WA

Serving as QA/QC reviewer, Josh helped guide the Osborn team in creating a UIC retrofit program for this master plan. With the majority of the City's stormwater being managed by over 7,600 UIC's, the program prioritized UIC retrofit projects using a point system. Osborn developed cost estimates for the retrofit projects and developed fact sheets for both the UIC retrofits and other CIPs. Osborn incorporated the retrofit program into the master plan and supported the City in obtaining public feedback, presenting at City Council and ultimately getting a 176% Stormwater Utility rate increase approved.

Spokane County, West Terrace Stormwater Study, Spokane, WA

Josh was the Planning Lead for the development of this Stormwater Comprehensive Plan. He performed SWMM modeling to identify drainage areas of concern in an area with frequent issues related to flooding, high groundwater, and lack of conveyance. Josh evaluated mitigation alternatives that included pond retrofits, as well as construction and expansion of storm drain systems to serve new developments. He also coordinated with key partners and developed public outreach strategies.

City of Spokane, Normandie Site Stormwater Feasibility Assessment, Spokane, WA

Josh led this site assessment to investigate options for shared stormwater use at the 5.4-acre Normandie site. Options included traditional stormwater management BMPs such as swales and proprietary stormwater systems such as Modular Wetlands and StormFilter. The options were evaluated by comparing basin area treated, treatment level, and percent of the site required to install BMPs. The options were evaluated by comparing basin area treated, treatment level, and percent of the site required to install BMPs. Josh delivered a concise summary of options that could be used by the City to guide decisions about the site.

City of Wenatchee, Ninth Street Basin Water Quality Retrofit, Wenatchee, WA

As Project Manager, Josh led this City of Wenatchee project, funded by an Ecology grant. The project addresses drainage problem areas in the Ninth Street drainage basin and Wenatchee Valley Community College and includes 4,000 feet of new storm drain and 15 StormFilter cartridge facilities that will be installed on the college campus and along local streets in the project area for water quality treatment. Benefits for the City, residents, and the college include improving conveyance, treating untreated runoff, and pedestrian improvements in the right-of-way. This project won the Bronze Award for Complexity during the ACEC Washington Engineering Excellence Award ceremony Feb 2025.

Spokane County, NW Spokane Stormwater Basin Planning Study, Spokane, WA

Josh led this study to investigate stormwater facilities in NW Spokane including the Five Mile Regional Infiltration Facility that collects and infiltrates runoff from a large urban drainage basin. The Osborn Team performed SWMM modeling and conducted infiltration testing to analyze UIC infiltration capacity at the regional facility. The study resulted in concept designs that allowed the City to apply for and receive Ecology funding to construct improvements at the facility that will enhance water quality and infiltration.

City of Spokane Valley, Ridgemont Drainage Study, Spokane Valley, WA

Josh was the Project Manager for this stormwater study to investigate roadway and stormwater issues in the Ridgemont neighborhood in Spokane Valley. The project area experienced ponding water and damage to roadways due to lack of drainage conveyance meeting current standards and general age of the roads. Josh led a team of engineers to perform stormwater modeling and analysis of the neighborhood conveyance system and the stormwater ponds and drywells that receive runoff from the neighborhood. He worked closely with City staff to develop concept designs for a range of solutions that met City of Spokane Valley design standards and allowed the City to select the most appropriate alternative.

City of Wenatchee, Broadview Neighborhood Storm Improvements, Wenatchee, WA

Josh was the Project Manager for this project, the purpose of which was to resolve the stormwater challenges in the Broadview Pond basin made worse by the Sleepy Hollow fire that resulted in soil erosion, existing pond access issues, and insufficient stormwater collection. Josh led the Osborn Team in researching and evaluating the existing stormwater pond and neighborhood collection system. The analysis was used to support a redesign of the existing pond and pond access. Modeling and alternatives analysis was completed to accommodate additional stormwater generated by a development and adjacent undeveloped land. The outcome of this project was stormwater improvements that take into account long range planning, future development build out, access, future maintenance by City staff, and the best financial investment for the City.

PRINCIPAL-IN-CHARGE

Tarelle Osborn, PE

EDUCATION

BS, Civil Engineering, Rose-Hulman Institute of Technology

REGISTRATION & CERTIFICATION

Civil Engineer, WA #41694
Civil Engineer, ID #P-22381
Civil Engineer, OR #82027
Civil Engineer, CA #67625
CPESC, WA #5198
CESCL, #UW-215891

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EXPERTISE

As President and Principal Engineer of Osborn, Tarelle takes pride in her work and in delivering a quality and innovative product. She is a recognized leader and expert in stormwater system analysis and design. Her experience spans a wide variety of projects, including asset management, hydraulic and hydrologic analysis required for outfall design, stormwater mitigation, stormwater conveyance, drainage design, detention systems, water quality treatment, and erosion control design. Throughout her career, Tarelle has focused on sustainable surface water and natural systems designs and understands the importance of making her designs work with the environment, neighborhood, and development goals of her clients and the surrounding community.

PROJECT EXPERIENCE

City of Spokane, UIC Evaluations & Alternatives Analysis in Wellhead Protection Zones, Spokane, WA

Tarelle is the Principal-in-Charge for this Ecology-funded assessment of UIC systems in Spokane's Wellhead Protection Zones. The Osborn team evaluated 130 drywells, coordinated geotechnical field investigations, and developed innovative alternatives for BMPs to protect critical wellheads that draw from Spokane's sole source aquifer. This included assessing the level of treatment required at each UIC based on Ecology's guidelines for pollutant loadings and vadose zone treatment capacity in the underlying soils. Osborn then developed concept designs for retrofitting the drywells with BMPs such as bioinfiltration swales and manufactured treatment devices, to bring the UICs into compliance with Ecology standards.

City of Spokane Valley, Stormwater Utility Program Master Plan, Spokane Valley, WA

Serving as the Project Manager, Tarelle managed the development of a stormwater program master plan, rate study, and proposed rate revision plan for the City of Spokane Valley. With the majority of the City's stormwater being managed by over 7,600 UIC's, the plan included a UIC Retrofit Program that funded and prioritized already identified UIC retrofit projects with a point system. Osborn developed cost for the UIC retrofit projects and developed fact sheets for both the UIC Retrofits and the other CIPs. Once the projects and programs were identified, Osborn developed the master plan and supported the City in obtaining public feedback, presenting at City Council and ultimately getting a 176% Stormwater Utility rate increase approved.

City of Spokane Valley, Ridgemont Estates Stormwater Improvements, Spokane Valley, WA

As Principal-in-Charge, Tarelle was responsible for ensuring appropriate resources were assigned and that client satisfaction was upheld as the Osborn Team works to address drainage challenges and develop solutions for managing runoff from the Ridgemont neighborhood. This stormwater study investigated roadway and stormwater issues in the Ridgemont neighborhood in Spokane Valley. The project area experienced ponding water and damage to roadways due to lack of drainage conveyance meeting current standards and general age of the roads. Osborn performed stormwater modeling and analysis of the neighborhood conveyance system

and the stormwater ponds and drywells that receive runoff from the neighborhood. We worked closely with City staff to develop concept designs for a range of solutions that met City of Spokane Valley design standards and will allow the City to select the most appropriate alternative.

Clark County, Stormwater Management Action Plan, Clark County, WA

Tarelle is the Principal-in-Charge on this project. Clark County has retained Osborn to prepare an SMAP, to comply with the requirements of their NPDES Phase I Permit. This SMAP has the aim of addressing stormwater runoff issues and enhancing water-quality treatment for the lower Salmon Creek watershed within the unincorporated Vancouver Urban Growth Area while also taking future population growth into consideration. The development of the County's enhanced maintenance program's goal is to plan for enhanced maintenance for sediment reduction, as a priority for enhancing stream conditions for the recovering Coho salmon populations. Osborn is actively working on identifying enhanced maintenance recommendations for rural ditch maintenance, pond maintenance, bioretention maintenance, filter cartridge cleaning, catch basin cleaning, increased street sweeping and UIC well maintenance, which will be included in the 20-year SMAP.

City of Anacortes, Stormwater Master Plan, Anacortes, WA

Tarelle is the Project Manager leading the Osborn team in developing a stormwater comprehensive plan for the City of Anacortes. The goal of this project is to develop a stormwater comprehensive plan and for the City of Anacortes (City). The City owns, operates, and maintains a Stormwater Utility which includes infrastructure governed by the Municipal Separate Storm Sewer System (MS4) Permit. The 2024 Stormwater Comprehensive Plan (2024 SWC Plan or Plan) will address new and increased requirements of the MS4 Permit and updated projections of future customer and infrastructure growth and development.

City of Redmond, 2019 Stormwater On-Call, Redmond, WA

As Principal-in-Charge, Tarelle has been responsible for quality control, scope, schedule, and budget oversight since Osborn's first Stormwater On-Call contract with the City of Redmond, which began in 2010 and Osborn has continued to hold after several rounds of competitive selection. Tarelle routinely meets with City staff and upper management to ensure the Osborn Team is exceeding expectations and is enjoyable to work with. The task orders are largely driven by NPDES compliance and include planning, programmatic initiatives, and design.

SPU, South Park Street & Drainage Improvements, Seattle, WA

As Principal-in-Charge, Tarelle led options analyses and design for street and drainage improvements in the South Park neighborhood in Seattle. Osborn analyzed seven preliminary options to address the flooding and roadway condition concerns, all of which provide roadway improvements for the entire basin area and drainage conveyance options, which meet the design level of service for the project, as well as identified impacts to private properties. Tarelle prepared and reviewed PS&E, drainage memorandums, SWPPP, and permitting documents to meet project deliverables in a timely manner. The team provided detailed review of the design codes in the City's civil and stormwater manuals and coordinated with subconsultants for a unified final product.

City of Kenmore, Surface Water On-Call, Kenmore, WA

Tarelle has served as the Contract Manager for the on-call contract since 2013. As the primary point of contact and Principal-in-Charge, she is responsible for helping scope and negotiate fees for task orders, staffing task orders, and overall assurance of client satisfaction. Tarelle was responsible for leading the team in the development and completion of the Surface Water Management Plan update and coordinating code updates and NPDES reporting with City staff.

City of Renton, Surface Water Utility System Plan & NPDES Compliance Audit, Renton, WA

As Principal-in-Charge, Tarelle has been responsible for ensuring appropriate resources are assigned and that client satisfaction is upheld as the Osbron Team works to complete a systematic review of the City's Surface Water Utility System Plan. This includes checking in with internal team members and City staff and making sure the terms of Osborn's contract are met. The team summarized the regulatory framework of the Surface Water Utility through a review of Federal, State, and local regulations, the NPDES permit, City Code, and related engineering standards to incorporate into the final Plan.

QA/QC LEAD

Eric Smith, PE

EXPERTISE

Eric is a civil engineer with more than 30 years of experience providing engineering services to school districts, municipalities, and private-sector clients across Washington state. Most recently, he served as Director of Capital Projects for the Washington State University Health Sciences campus in Spokane, where he led multidisciplinary teams involving students, community partners, architects, engineers, surveyors, permitting agencies, and academic key partners. He has developed a strong understanding of the importance of engaging Operations and Grounds teams early in the design process. Eric enjoys working with expansive groups to develop projects that speak to the communities in which they are developed.

EDUCATION

BS, Civil Engineering,
Washington State University

REGISTRATION & CERTIFICATION

Civil Engineer, WA #36214

PROJECT EXPERIENCE

City of Spokane, UIC Evaluations & Alternatives Analysis in Wellhead Protection Zones, Spokane, WA
Josh was a QC Reviewer for this Ecology-funded assessment of UIC systems in Spokane's Wellhead Protection Zones. The Osborn team evaluated 130 drywells, coordinated geotechnical field investigations, and developed innovative alternatives for BMPs to protect critical wellheads that draw from Spokane's sole source aquifer. This included assessing the level of treatment required at each UIC based on Ecology's guidelines for pollutant loadings and vadose zone treatment capacity in the underlying soils. Osborn then developed concept designs for retrofitting the drywells with BMPs such as bioinfiltration swales and manufactured treatment devices, to bring the UICs into compliance with Ecology standards.

City of Wenatchee, Stormwater Geodatabase Model, Wenatchee, WA*
Eric was the Project Manager for the development of the Stormwater Geodatabase Model for the City of Wenatchee. The project developed a geodatabase model that was utilized to track the City's maintenance on stormwater structures in addition to the identification of problem areas on their stormwater utility. The project developed customized ArcGIS tools for new facility numbering, data collection tools to simplify recording of information by the City's Field Crew, in addition to development of automated process to identify problem areas within the system. The Project Team further developed a workflow for the collection and management of field data associated with the systems condition, both directly from the City's Maintenance Team using laptops interconnected with the vactor trucks and the Project Team using portable tablets. Processes were automated to transfer data from the field devices into the GIS databases to facilitate long term record keeping and reporting tasks.

City of Ellensburg, Stormwater System Mapping, Ellensburg, WA*
Eric was the Project Manager for the mapping of the City of Ellensburg's stormwater utility which included all structures, pipes, ditches detention ponds, and other structures within the utility. All data collected was mapped using survey grade field equipment with the data being developed within an ArcGIS environment. The project was focused on developing a base for the City to manage the stormwater system. The geodatabase was interconnected with aerial mapping to improve the presentation of system information.

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City of Wenatchee, North Miller Storm Drainage Improvements, Wenatchee, WA*
Eric served as the Project Manager and lead design engineer for installation of approximately 2,600 LF of 60-inch storm drainage pipe. The project included the design of a 200 LF BNSF crossing utilizing 84-inch steel casing and critical placement of the storm main adjacent to the City's Regional Water Main.

Chelan County, No 1 Canyon Drainage Improvements, Wenatchee, WA*
Eric served as the Project Manager for a project developing a flood debris basin, the start of multiple improvements to the No. 2 Canyon Drainage system. Improvements included clearing and grubbing, grading, temporary erosion control, roadway excavation, embankment compaction, construction geotextile, riprap, rock for erosion control and scour protection, landscaping, culvert replacement, concrete head and wing walls, fencing, guardrail, and other features.

Chelan County Public Works, 2010 Comprehensive Stormwater Management Plan, Wenatchee, WA*
This project involved the development of a comprehensive stormwater plan that evaluated runoff from the developed areas around the City of Wenatchee that are in Chelan County. Eric led the team as the project manager. The identified areas have historically exhibited problems associated with runoff control and lack a regional plan to maintain existing drainage channels.

City of Wenatchee, Comprehensive Storm Water Management Plan, Wenatchee, WA*
Eric analyzed and inventoried the City of Wenatchee's storm water collection system. This project evaluated storm flows from all drainage basins within the City Limits and recommended improvements to allow the various systems to convey modeled storm flows from a 10-year storm event to the Columbia River.

*Prior to Osborn

FIRM

Osborn Consulting

EDUCATION

BS, Civil Engineering,
Gonzaga University

REGISTRATION & CERTIFICATION

Engineer-in-Training, WA,
#21011514

EPA Watershed Certified

UN Climate Change Learning
Partnership Certified

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STORMWATER ENGINEER

Ronnie Piechowski, EIT

EXPERTISE

Ronnie is a project engineer who brings strong technical skills while also providing a team-minded and personable approach to collaborating with clients and project team members. Ronnie supports eastern Washington stormwater PS&E development, data collection, alternatives analysis, research and compliance, retrofitting existing systems, conveyance design, and identifying project requirements. She has experience in modeling software such as PCSWMM, WWHM, FlowMaster, and GIS. She also has experience presenting at conferences and developing public education and outreach to raise awareness of common causes of stormwater pollution with communities.

PROJECT EXPERIENCE

City of Spokane, UIC Evaluations & Alternatives Analysis in Wellhead Protection Zones, Spokane, WA

Ronnie is a Project Engineer for this Ecology-funded assessment of UIC systems in Spokane's Wellhead Protection Zones. The Osborn team evaluated 130 drywells, coordinated geotechnical field investigations, and developed innovative alternatives for BMPs to protect critical wellheads that draw from Spokane's sole source aquifer. This included assessing the level of treatment required at each UIC based on Ecology's guidelines for pollutant loadings and vadose zone treatment capacity in the underlying soils. Osborn then developed concept designs for retrofitting the drywells with BMPs such as bioinfiltration swales and manufactured treatment devices, to bring the UICs into compliance with Ecology standards.

City of Spokane, NE Spokane Stormwater Study, Spokane, WA

Ronnie performed field visits inspecting more than 800 drywells to create a comprehensive inventory for the City. She did research on drywell requirements under the UIC rule and the NPDES permit. Working closely with the City and maintenance staff, Ronnie assisted with organizing and prioritizing the drywells to address flooding concerns and made recommendations for further action.

City of Spokane, I-90 Stormwater Separation, Spokane, WA

Ronnie has supported the Spokane I-90 stormwater separation project through compiling and organizing QGIS layers and identifying data discrepancies with road drainage pipe layers. She also worked on basin delineations of the area of interest, design report writing, and identifying design parameters necessary for this project.

City of Spokane, Multiple Airfield Impovements, Spokane, WA

For the Taxiway A improvements for GEG, Ronnie developed the TESC plan to ensure sediment-ladened runoff did not enter the existing stormwater system on the airport. She also performed a grate capacity analysis at the low point to ensure the system would not get overwhelmed. She performed site visits on the taxiway to obtain information that was missing from the survey and confirm as-builts.

Port of Seattle, Asset Management, Seattle, WA

Ronnie assisted with an asset inventory for Sea-Tac airport. She reviewed historical as-builts and compared them to the existing data inventory to determine data gaps, confirm systems, and direct where survey is needed. She examined water, sewer, gas, stormwater, and electrical lines.

City of Wenatchee, Broadview Stormwater Improvements, Wenatchee, WA
As a project engineer, Ronnie assisted with QGIS data collection, PCSWMM modeling, report writing, designing different stormwater management configurations, and code searching for design requirements. She also rendered maps and figures to develop a design alternatives analysis report. She analyzed costs and quantities for each alternative and researched treatment methods. Once the final design was chosen by the client, Ronnie assisted with sizing pipes, determining the energy dissipation needed, and sizing the subsurface storage needed to manage stormwater in a subdivision that had flooding concerns. Finally, she worked on developing the full PS&E package. From alternative concepts to final design, Ronnie played a key role in the completion of this project.

Chelan County, Totem Pole Road, Manson, WA
Osborn was responsible for designing the roadway and stormwater improvements for this project. The stormwater design was consistent with the WSDOT HRM requirements, and the hydraulic design report met Ecology grant requirements. As project engineer, Ronnie aided in assessing the existing corridor and perform alternatives analysis, including BMP options for water quality treatment and flow control, and right-of-way impacts.

City of Redmond, Monticello Creek Watershed Restoration Plan, Redmond, WA
As part of the Monticello Creek Watershed Restoration Project, Ronnie assisted by determining control structures and as-built volumes for detention ponds from as-built plans and comparing the data to WWHM model results to identify and prioritize stormwater retrofit locations. She also worked on flow duration curve reformatting for a comparison of the ponds examining predeveloped conditions to existing, developed, and CMAC mitigated conditions.

Port of Orcas Island, Drainage Analysis, Orcas Island, WA
As part of this project, the City implemented several retrofit pilot projects to test software that receives weather data to control the outlet structure of several ponds in Redmond to allow for maximized storage and more efficient release rates to prevent erosion in Monticello Creek. Ronnie coordinated with outside entities for power at the site, as well as determined the site design. She worked on estimating costs, pulling standard details and specifications, and putting together the PS&E package.

City of Wenatchee, Confluence Parkway PDB, Wenatchee, WA
This project aims to design and build Confluence Parkway, a new two-lane arterial. Ronnie performed the modeling for the southern end of the project using Storm and Sanitary Analysis to determine pipe sizes, delineated contribuitng area basins, created area tally's of the existing and proposed impervous surfaces, researched Best Management Practices and created a decision matrix for the City to make an informed choice on what will best meet their needs, sized Best Management Practices to meet the Ecology's treatment requirements, determined areas of concern for soil contamination, drinking water wells, floodplains, geologic hazards, wetlands, and steep slopes.

SPU, 12th Ave Drainage Improvements, Seattle, WA
In her role as a project engineer, Ronnie's attention to detail allowed her to establish the proper erosion and sediment control construction notes and plans for new bioretention cells to improve drainage and water quality in the Broadview neighborhood. She researched the City's standards and requirements to ensure the plans were complient. Ronnie overcame many challenges that came up throughout the project and collaborated with multiple groups both interal and external to Osborn.

City of Auburn, Auburn Airport Rehabilitation, Auburn, WA
Ronnie has developed a stormwater site plan, a SWPPP document, and a StormShed3G hydraulic model for the improvements required for the Auburn Municipal Airport. She has assisted in the TESC plan development and drainage improvements required for an extension of the runway safety area. Working under FAA and Ecology requirements for redevelopment, Ronnie has helped develop the full PS&E package.

STORMWATER ENGINEER

Katrina Tang, EIT

EDUCATION

BS, Environmental Engineering and Civil Engineering, University of California Davis

REGISTRATION & CERTIFICATION

Engineer-in-Training, WA #179973

EXPERTISE

Katrina has supported a variety of stormwater projects at Osborn, from planning through design, including a current stormwater regional facility project for the City of Everett and a Stormwater Infrastructure Repair and Replacement Program for Clark County. She brings expertise in pipe asset management projects for clients including the cities of Mill Creek, Mukilteo, Shoreline, and Sammamish. Katrina works with local agencies to develop and implement asset management programs that strategically address failing or underserved infrastructure needs. She brings experience conducting inspections through site visits as well as through review of CCTV data for pipe cleaning programs. In addition, Katrina was the main modeler on the systemwide capacity H&H model for the City of Anacortes 2025 Stormwater Master Plan update.

PROJECT EXPERIENCE

City of Sammamish, Stormwater Engineering Services On-Call, Sammamish, WA

Osborn assisted in helping the City of Sammamish develop their Condition Assessment program for the City of Sammamish. This project included developing a condition assessment workflow and aiding the City in determining which pipes should be prioritized for inspection. These processes are currently being used by Osborn to complete condition assessments for the City. As part of her responsibilities as Project Engineer, she updates the City's GIS, as needed, creates condition assessment work orders in Cityworks, and assignd repair and replacement recommendations, as needed.

City of Bellevue, Utilities On-Call, Bellevue, WA

Osborn supported the City of Bellevue with assessing culvert conditions across the City. The team developed an inspection process and field form and conducted inspections in various conditions. The team also took care to avoid spreading invasive species that are present in some of the streams in the City. Katrina assisted with streamlining the process of conducting field visits and visual inspections of culverts.

City of Anacortes, NPDES Compliance, Anacortes, WA

As a Project Engineer, Katrina performed the mapping for all of the NPDES requirements and helped implement SMAP updates. The City is required by the 2024–2029 NDPES Phase II Permit published by the Washington State Department of Ecology to develop and update mapping for tree canopies for stormwater management, outfalls, and discharge points. Additionally, Stormwater Management Action Plans (SMAP) are required to be updated every five years or actions from previous SMAPs are to be implemented. Osborn developed and executed a procedure for determining tree canopies in support of the stormwater management on City-owned properties. Osborn updated the outfall GIS layer previously developed by the City where the size or material attribute of an outfall is unknown and created a discharge point layer to determine where an existing conveyance system, part of the MS4, connects to City-owned stormwater facilities. Osborn also prepared documentation in support of the 2027 SMAP updates, as requested by the City.

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City of Mill Creek, Stormwater Pipe Rehabilitation, Mill Creek, WA

This project involves cleaning and inspecting up to 24,000 LF of stormwater pipe 18 inches in diameter and greater, followed by the development of a 2025 Stormwater Pipe Rehabilitation Work Plan Update (2025 Plan), which will outline the necessary repair, replacement, and maintenance over the next five years. In her role as Deputy Project Manager, Katrina managed the CCTV inspection vendor and coordinated communication between the vendor and the City. Osborn also helped establish workflows covering inspection procedures, QC procedures, and condition assessment processes. Under this work plan, Osborn will complete condition assessments, prioritize repair and replacement packages, and prepare cost estimates for the 26,000 LF of pipe inspected under this contract.

City of Mukilteo, Stormwater Pipe Condition Assessment, Mukilteo, WA

The Osborn team is providing support to the City of Mukilteo as they begin the process of cleaning and gathering CCTV inspection data for their Stormwater Pipe Assessment Program, which was developed by Osborn in the Stormwater Pipe Assessment and Management Plan project. This project includes review of CCTV inspection data and media, evaluation and recommendations for repair and replacement options for poorly rated stormwater pipes, and as needed assistance during the initial program startup, including data transfer and GIS updates. Katrina performed visual inspections for CCTV videos in order to aid the City in planning their capital projects. She also facilitated the development of a GIS model for calculating consequence of failure scores.

City of Puyallup, Stormwater Comprehensive Plan 2024, Puyallup, WA

Osborn assisted the City of Puyallup in updating their 2024 Stormwater Comprehensive Plan by developing a framework for a Stormwater Pipe Repair and Replacement Program. The framework involved developing a condition assessment workflow and aiding the City in determining which pipes should be prioritized for inspection. As Project Engineer, Katrina helped implement prioritization methodology and generate fact sheets and figures.

City of Anacortes, Stormwater Master Plan, Anacortes, WA

As Project Engineer, Katrina helped develop the methodology for H&H model to be implemented citywide. The modeling results were included in the Stormwater Master Plan and will be used to help the City determine which pipes are at capacity. Additionally, she helped take a close look at the City's high priority basin to determine whether certain areas were eligible for flow control exemption. Katrina developed the model for eight basins in PCSWMM from scratch as part of the creation of the H&H model to help city with future planning projects. This involved data validation, troubleshooting missing data and delineating catchments. Katrina also helped to create Stormwater Pipe Repair and Replacement Program, similar to that of the Cities of Puyallup and Sammamish.

City of Shoreline, Stormwater Pipe Condition Assessment, Shoreline, WA

As a member of the condition assessment team, Katrina delivered more than 3,000 condition assessments and maintenance and rehabilitation recommendations. Osborn team members reviewed CCTV footage to validate inspection data and GIS mapping, identify major defects, assign structural and maintenance condition scores, and determine maintenance, repair, or replacement types that included jetting, root cutting, and partial or full open cut replacement or trenchless repairs. Osborn worked within Cityworks to review CCTV Inspection work orders, create condition assessment work orders, review GIS and inspection data, and perform condition assessments.

City of Everett, Regional Stormwater Facility Study, Everett, WA

The City of Everett is partnering with Osborn to develop a Regional Stormwater Facility Plan. The purpose of this effort is to identify and prioritize locations for regional water quality facilities for treatment of stormwater contaminants of concern. Osborn is utilizing existing City data, prior planning studies, and stakeholder input to evaluate the citywide potential for regional facilities. The current phase of the project includes reviewing existing facility data to understand why the systems were built, how they are performing, and if they should be included in the study as potential retrofit opportunities. As Project Engineer, Katrina assisted in developing siting requirements, mapping discharge points and outfalls, as defined in the 2024 NPDES permit, delineating tributary basins to these discharge points and outfalls, and aiding in the development of a GIS model to automatically assign scores to basins based on developed criteria.

STORMWATER ENGINEER

Chris Boykin-Terrell, EIT

EDUCATION

BS, Civil Engineering, Washington State University

BS, Engineering Physics/ Applied Physics, Whitworth University

REGISTRATION & CERTIFICATION

Engineer-in-Training, WA #24033412

EXPERTISE

Chris primarily supports our Eastern Washington practice in stormwater planning and design work. He excels in collaborating with others towards a common goal and understands the importance of building strong relationships as the bedrock of quality engineering Christopher is currently a stormwater engineer on the City's UIC Evaluations and Alternatives project.

PROJECT EXPERIENCE

City of Spokane, UIC Evaluations & Alternatives Analysis in Wellhead Protection Zones, Spokane, WA

Chris is a Stormwater Engineer for this Ecology-funded assessment of UIC systems in Spokane's Wellhead Protection Zones. The Osborn team evaluated 130 drywells, coordinated geotechnical field investigations, and developed innovative alternatives for BMPs to protect critical wellheads that draw from Spokane's sole source aquifer. This included assessing the level of treatment required at each UIC based on Ecology's guidelines for pollutant loadings and vadose zone treatment capacity in the underlying soils. Osborn then developed concept designs for retrofitting the drywells with BMPs such as bioinfiltration swales and manufactured treatment devices, to bring the UICs into compliance with Ecology standards.

City of Spokane, NE Spokane Stormwater Study, Spokane, WA

As Project Engineer, Chris helped to create a comprehensive inventory for the City for more than 800 drywells. As an Intern, he assisted in organizing and prioritizing the drywells to address flooding concerns and made recommendations for further action. Chris also worked on the study area to determine the expected function of the drywells to compare to the existing performance and pinpoint areas with under functioning drywells. He also assisted in writing the Study Report and making recommendations for improvements such as a drywell prioritization for repairs based on site data, alternatives for spot repairs, and a regional facility.

City of Mill Creek, Stormwater Pipe Rehabilitation, Mill Creek, WA

This project involves cleaning and inspecting up to 24,000 LF of stormwater pipe 18 inches in diameter and greater, followed by the development of a 2025 Stormwater Pipe Rehabilitation Work Plan Update (2025 Plan), which will outline the necessary repair, replacement, and maintenance over the next five years. As part of this contract, Osborn managed the CCTV inspection vendor and coordinated communication between the vendor and the City. Osborn also helped establish workflows covering inspection procedures, QC procedures, and condition assessment processes. Under this work plan, Osborn will complete condition assessments, prioritize repair and replacement packages, and prepare cost estimates for the 26,000 LF of pipe inspected under this contract. Chris is a Project Engineer on this project.

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City of Mukilteo, Stormwater Pipe Condition Assessment, Mukilteo, WA

The Osborn team is providing support to the City of Mukilteo as they begin the process of cleaning and gathering CCTV inspection data for their Stormwater Pipe Assessment Program, which was developed by Osborn in the Stormwater Pipe Assessment and Management Plan project. This project includes review of CCTV inspection data and media, evaluation and recommendations for repair and replacement options for poorly rated stormwater pipes, and as needed assistance during the initial program startup, including data transfer and GIS updates. Chris performed visual inspections for CCTV videos in order to aid the City in planning their capital projects. He also aided in the development of a GIS model for calculating criticality scores.

City of Shoreline, Stormwater Pipe Condition Assessment, Shoreline, WA

As a member of the condition assessment team, Chris delivered condition assessments and maintenance and rehabilitation recommendations. Osborn team members reviewed CCTV footage to validate inspection data and GIS mapping, identify major defects, assign structural and maintenance condition scores, and determine maintenance, repair, or replacement types that included jetting, root cutting, and partial or full open cut replacement or trenchless repairs. Osborn worked within Cityworks to review CCTV Inspection work orders, create condition assessment work orders, review GIS and inspection data, and perform condition assessments.

City of Wenatchee, Ninth Street Basin Water Quality Retrofit, Wenatchee, WA

Chris was a Project Engineer who aided in the design and construction support aspects of this City of Wenatchee project. This project was funded by an Ecology Stormwater Financial Assistance Program (SFAP) grant, to model and evaluate the existing stormwater system capacity to support the design of new stormwater infrastructure in the 9th Street drainage basin, areas around 7th and Ringold and the Wenatchee Valley College with existing known stormwater challenges. Chris aided in the alternative analysis report, and design for a stormwater treatment structure and pipe network to improve the water quality in the No. 2 Canyon drain and Columbia River and reduce flows to the No. 2 Canyon by increasing stormwater infiltration. This project will provide treatment for Total Suspend Solids (TSS) and will also reduce flows to surface water by increasing stormwater infiltration, retention and detention.

City of Spokane, Multiple Airfield Improvements, Phase - 2, Spokane, WA

For the Taxiway A phase 2 improvements for GEG, Chris, as a project engineer, developed the TESC plan to ensure sediment-ladened runoff did not enter the existing stormwater system on the airport. He also performed a grate capacity analysis at the low point, and hydrologic model for trench drains to ensure the system would not get overwhelmed. He performed site visits on the taxiway to obtain information that was missing from the survey and confirm as-builts.

FIRM

Osborn Consulting

EDUCATION

BS, Civil Engineering, Concentration in Environmental Engineering, University of Portland

REGISTRATION & CERTIFICATION

Engineer-in-Training, OR #77969EIT

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SENIOR STORMWATER PLANNER

Jessica Christofferson

Jessica is a senior stormwater planner and project manager with more than 19 years of experience in stormwater management, planning, compliance, and design. In recent years, Jessica has been the project manager for stormwater comprehensive master plans, stormwater management action plans, and stormwater compliance on-calls. She has worked with more than a dozen clients including counties, cities, and ports in western and eastern Washington on National Pollutant Discharge Elimination System (NPDES) Phase I and Phase II Permit compliance. Her depth of experience includes the enhancement and development of programs and policies in stormwater, including code and ordinance development, operation and maintenance (O&M) programs, stormwater standards updates, and comprehensive stormwater master plans. In addition, Jessica has worked with communities to operation and maintenance programs to ensure compliance and facility functionality to improve water quality and manage flows. She is comfortable working with municipal staff, the public, and elected officials to solve complex stormwater issues.

PROJECT EXPERIENCE

City of Spokane, UIC Evaluations & Alternatives Analysis in Wellhead Protection Zones, Spokane, WA

As QA/QC and Senior Stormwater Planner for this Ecology-funded assessment, Jessica is assisting the team with quality control reviews and input on the planning process at every stage of the project. The Osborn team evaluated 130 drywells, coordinated geotechnical field investigations, and developed innovative alternatives for BMPs to protect critical wellheads that draw from Spokane's sole source aquifer. This included assessing the level of treatment required at each UIC based on Ecology's guidelines for pollutant loadings and vadose zone treatment capacity in the underlying soils. Osborn then developed concept designs for retrofitting the drywells with BMPs such as bioinfiltration swales and manufactured treatment devices, to bring the UICs into compliance with Ecology standards.

Clark County, Stormwater Management Action Plan, Clark County, WA

Clark County has retained Osborn to prepare a Stormwater Management Action Plan (SMAP). Jessica is serving as the Project Manager for this contract. This SMAP has the aim of addressing stormwater runoff issues and enhancing water-quality treatment for the lower Salmon Creek watershed within the unincorporated Vancouver Urban Growth Area while also taking future population growth into consideration. As part of the SMAP, Jessica is leading the team in the development of an enhanced maintenance program for a variety of stormwater BMPs with a focus on reducing pollution in the watershed, with enhanced maintenance for sediment reduction, as a priority for enhancing stream conditions for the recovering Coho salmon populations.

O&M Plan Template, Wenatchee Valley Stormwater Technical Advisory Committee (WVSTAC), Wenatchee, WA*

As Engineering Designer, Jessica worked with WVSTAC on an Ecology-funded project to develop an O&M plan template that will be used by municipal agencies across eastern Washington in meeting the requirements of the NPDES Phase II Permit. Jessica researched maintenance practices, regulatory requirements, and sample policies for inclusion in the O&M plan template. She also assisted with BMP selection, wrote sections of the draft plan, and prepared a staffing and equipment tracking tool for stormwater program managers.

O&M Plan Development and Training, Asotin County, WA*

As Engineering Designer, Jessica worked with Asotin County on the development of their first stormwater O&M Plan based on the WVSTAC O&M template for Eastern Washington. Jessica also led training for O&M staff on the new plan's maintenance requirements.

Chelan County Public Utility District (PUD), Stormwater Management Program Plan, Chelan, WA*

As Stormwater Planning Specialist/Engineer, Jessica was responsible for the development of the Stormwater Management Program (SWMP) Plan and an O&M Plan to address the requirements of the Permit at six of the PUD's properties. The objective of the SWMP Plan was to identify the regulatory requirements, existing stormwater regulatory activities, and required future activities to comply with the Eastern Washington NPDES Phase II Municipal Stormwater Secondary Permit.

Greater East Wenatchee, Stormwater Utility Comprehensive Stormwater Plan, City of East Wenatchee and Douglas County, WA*

As Stormwater Planning Specialist/Engineer, Jessica was responsible for project coordination with internal staff and the client, conducting the regulatory gap analysis, rating and ranking of drainage complaints, development of the capital improvement plan, and writing of the final Plan. Douglas County and the City of East Wenatchee developed the Utility's first SWM capital improvement plan. The resulting Comprehensive SWM Plan focused on capital improvement plan needs was complement the Utility's existing programmatic NPDES Permit SWMP.

City of Yakima, UIC Retrofit Design Study, City of Yakima, WA*

As Stormwater Planning Specialist/Engineer, This project assessed UIC facilities throughout the city and prototype water quality treatment retrofits for existing higher-risk types of UIC facilities were identified. The resulting GIS-based land use, basin, groundwater, and water quality treatment protocols and methodologies were developed to assess and reduce risks to shallow groundwater aquifers and water supplies in wellhead protection areas by adding water quality treatment to the City's existing 767 UIC facilities. The result was the development of a Long-Term UIC Retrofit Program and Implementation Action Plan. Jessica was prepared for a presentation for the Eastern Washington Stormwater Managers Group.

*Prior to Osborn

GIS ANALYST

Heather Spates, GISP

EDUCATION

BS, Geology - Environmental Engineering - GIS Minor, Western Washington University

REGISTRATION & CERTIFICATION

GIS Professional (GISP), #91557

Return to Team Roles on Page 15

EXPERTISE

Heather brings 14 years of experience in GIS analysis, developing analytical maps, integrating GIS-enabled features into other applications, and data management. She has worked for the City of Auburn and WSDOT as a GIS and Information Technology Specialist. Heather is a certified GIS Professional (GISP) and has an educational background in Geology and Environmental Engineering. Her experience designing, developing, and implementing GIS systems and applications will be a valuable asset to the Osborn Consulting team for this project.

PROJECT EXPERIENCE

City of Spokane, UIC Evaluations & Alternatives Analysis in Wellhead Protection Zones, Spokane, WA

Heather is the GIS Analyst for this Ecology funded assessment of UIC systems in Spokane's Wellhead Protection Zones. She developed mobile field maps collection forms for site visits. Heather is also supporting data analysis and figure creation for the project. The Osborn team evaluated 130 drywells, coordinated geotechnical field investigations, and developed innovative alternatives for BMPs to protect critical wellheads that draw from Spokane's sole source aquifer. This included assessing the level of treatment required at each UIC based on Ecology's guidelines for pollutant loadings and vadose zone treatment capacity in the underlying soils. Osborn then developed concept designs for retrofitting the drywells with BMPs such as bioinfiltration swales and manufactured treatment devices, to bring the UICs into compliance with Ecology standards.

Clark County, Stormwater Management Action Plan, Clark County, WA

Heather is the GIS Analyst on this project. Clark County has retained Osborn to prepare an SMAP, to comply with the requirements of their NPDES Phase I Permit. This SMAP has the aim of addressing stormwater runoff issues and enhancing water-quality treatment for the lower Salmon Creek watershed within the unincorporated Vancouver Urban Growth Area while also taking future population growth into consideration. The development of the County's enhanced maintenance program's goal is to plan for enhanced maintenance for sediment reduction, as a priority for enhancing stream conditions for the recovering Coho salmon populations. Osborn is actively working on identifying enhanced maintenance recommendations for rural ditch maintenance, pond maintenance, bioretention maintenance, filter cartridge cleaning, catch basin cleaning, increased street sweeping and UIC well maintenance, which will be included in the 20-year SMAP.

City of Bellevue, Utilities On-Call, Bellevue, WA

Osborn supported the City of Bellevue with assessing culvert conditions across the City. The team developed an inspection process and field form and conducted inspections in various conditions. The team also took care to avoid spreading invasive species that are present in some of the streams in the City. As the GIS Analyst, Heather developing the forms and mobile workflow in GIS for collection.

City of Anacortes, Anacortes Stormwater Master Plan, Anacortes, WA
As the Lead GIS Analyst Heather has worked with the Osborn team on data acquisition, processing and analysis, and map figure creation for the writing of the CIty of Anacortes Stormwater Master Plan.

City of Mukilteo, Condition Assessments GIS Support, Mukilteo, WA
Heather is providing GIS support for the City's cleaning, inspection, and pipe rehabilitation program. She is developing a GIS model using previously developed criteria and the City's GIS data to create an automated process for assigning consequence of failure scores to the City's stormwater pipes to inform the prioritization of repair, rehabilitation, and maintenance actions.

City of Kenmore, NE 192nd St Swamp Creek Culvert Replacement,
Kenmore, WA
Heather was a GIS Lead for the Swamp Creek. She worked with city staff to develop scoring criteria to evaluate the potential value of over 140 parcels as restoration sites. She coordinated with staff to gather and organize available data, then used this data to evaluate each parcel. After scoring, she re-assessed the scoring criteria and assigned weights to ensure that the resulting scores accurately reflected high value parcels, and that the results were stratified enough to be used for prioritization efforts. Heather then helped develop a technical memorandum documenting the scoring criteria, how they were evaluated, and the results of the analysis.

City of Bellevue, Culvert Prioritization Study, Bellevue, WA
Heather has performed GIS analysis to develop a culvert replacement prioritization program based on environmental factors, such as fish passability, constructability factors, and condition rating of the culverts. She is currently working with the team on performing the inspections, the information will be used to update the culvert prioritization values.

City of Everett, Regional Stormwater Facility Study, Everett, WA
Osborn is working with the City of Everett to assess options for implementing regional stormwater facilities to enhance area water quality treatment and flow control. Heather acquired and reviewed data and produced a map based on this data, which helped the team analyze different facility location alternatives and ultimately choose a specific facility based on the data Heather help prepare and analyze.

SPU, GSI Program Support, Seattle, WA
Osborn is providing technical, strategic, and programmatic on-call support to SPU on their GSI program. Work has included the evaluation of partnership projects and the development of concept designs for roadside bioretention in urban villages. Heather acquired and reviewed data for completeness and analyzed LiDAR data of the drainage basin. She developed professional maps used in project workshops and presentations.

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

01/09/2026

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #6478-26

1. **The Clarification date & Due date for this proposal has been edited in Attachment 1 – RFP 6478-26 bid document to match the correct dates reflected in Procureware.**
    - **Clarification Deadline – Friday February 6th, 2026, at 4:30 P.M.**
    - **Due Date – Monday February 16th, 2026, at 1:00 P.M.**

Signed:

Josh Van Wie, PE
Project Manager

Tarelle Osborn, PE
Principal-in-Charge

Tanya Lester
Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE ACKNOWLEDGED IN THE APPROPRIATE SPACE IN PROCUREWARE OR SUBMISSION MAY BE DETERMINED UNRSESPONSIVE.

ATTACHMENT 1

REQUEST FOR PROPOSALS - TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system https://spokane.procureware.com.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

7. INTERLOCAL PURCHASE AGREEMENTS

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.

8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

10. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

11. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Firm shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Firm in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Firm shall comply with the provisions of Chapter 49.60 RCW in all activities relating to any Contract/Grant Agreement.

In compliance with these acts, this material can be made available in an alternate format by request through ProcureWare question tab.

12. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at http://dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Firm 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.

13. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

14. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

15. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

16. DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

17. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation,

civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.

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.

19. LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of

the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

20. INSURANCE COVERAGE

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Agenda Sheet for City Council:

Committee: PIES **Date:** 02/09/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	2/3/2026		
Clerk's File #	OPR 2026-0563		
Cross Ref #			
Project #	2023118		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	LOW BID AWARD - WASHINGTON GRIND AND OVERLAY - 8TH TO 3RD		

Agenda Wording

Low Bid of Halme Construction, Inc., for Washington Stevens Grind and Overlay - $1,689,808.69. An administrative reserve of 10% of the contract will be set aside. (Riverside Neighborhood Councils)

Summary (Background)

This largely fed funded project consists of a grind & overlay on Washington St. between 3rd & 8th. Also included is replacement of the water distribution main. There are related grind & overlay projects on 3rd Ave. from Walnut to Stevens, on Stevens from 3rd to 8th and on 3rd from Stevens to Division. A detour will be necessary for a portion of the project. Construction is planned for this spring and summer. See attached exhibit.

On June 22, 2026, bids were opened for the above project. The low bid was from Halme Construction, Inc., in the amount of $1,689,808.69, which is $46,586.69 or 3% above the Engineer's Estimate of $1,643,222.00. No other bids were received.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year	YES
Total Cost	$ 1,689,808.69
Current Year Cost	$ 1,689,808.69
Subsequent Year(s) Cost	$

Narrative

Federally funded

Amount		**Budget Account**
Expense	$ 1,262,735.27	# 3200 95164 95300 56501 86163
Expense	$ 645,364.24	# 4100 42490 94340 56501 11164
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

Federally funded

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

N/A

Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN	**ACCOUNTING -**	BROWN, SKYLER
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Jason Halme - jasonh@halmeconstruction.com	eraea@spokanecity.org
tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
accountspayable@spokanecity.org	dbuller@spokanecity.org
mvallen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	

City Clerk's No. OPR 2026-0563
Engineering No. 2023118

City of Spokane

PUBLIC WORKS CONTRACT

Title: **WASHINGTON GRIND & OVERLAY – 8TH TO 3RD**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HALME CONSTRUCTION, INC**., whose address is 8727 West Highway 2, Suite 100, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **WASHINGTON GRIND & OVERLAY – 8TH TO 3RD.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2026, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2023118 shall apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedules A-1 and A-3 for the actual quantities furnished for each bid item at a total cost not to exceed $1,689,808.69, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax. Bid items in Schedule A-3 shall not include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2026-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by

the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;
    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

18. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

31. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's

web based construction management software. A City representative will be available to assist in learning this process.

HALME CONSTRUCTION, 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:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedules A-1 and A-3

26-171

PAYMENT BOND

We, **HALME CONSTRUCTION, INC.,** as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SIX HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED EIGHT AND 69/100 DOLLARS ($1,689,808.69)** plus tax if applicable, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **WASHINGTON GRIND & OVERLAY – 8TH TO 3RD**. If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY for the Surety's agent must accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **HALME CONSTRUCTION, INC.,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SIX HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED EIGHT AND 69/100 DOLLARS ($1,689,808.69)**, plus tax if applicable for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **WASHINGTON GRIND & OVERLAY – 8TH TO 3RD.** If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print) . Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

SCHEDULE A-1

Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES		UNIT PRICE		TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	$	3,188.53	$	3,188.53
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	$	1.00	$	1.00
3	SPCC PLAN	1.00 LS	$	668.42	$	668.42
4	POTHOLING	5.00 EA	$	720.48	$	3,602.40
5	MOBILIZATION	1.00 LS	$	198,000.00	$	198,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	$	6,684.15	$	6,684.15
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	$	55,797.98	$	55,797.98
8	WORK ZONE SAFETY CONTINGENCY	10,000.00 FA	$	1.00	$	10,000.00
9	SPECIAL SIGNS	138.00 SF	$	37.43	$	5,165.34
10	PORTABLE CHANGEABLE MESSAGE SIGN	168.00 HR	$	10.63	$	1,785.84
11	TREE ROOT TREATMENT	2.00 EA	$	318.85	$	637.70
12	TREE PROTECTION ZONE	2.00 EA	$	312.48	$	624.96
13	REMOVE TREE, CLASS I	1.00 EA	$	573.94	$	573.94

14	TREE PRUNING	13.00 EA	$	239.78	$	3,117.14
15	REMOVAL OF STRUCTURE AND OBSTRUC-TION	1.00 LS	$	3,342.08	$	3,342.08
16	REMOVE EXISTING CURB	591.00 LF	$	9.60	$	5,673.60
17	REMOVE EXISTING CURB AND GUTTER	13.00 LF	$	10.50	$	136.50
18	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	492.00 SY	$	22.72	$	11,178.24
19	SAWCUTTING CURB	34.00 EA	$	80.21	$	2,727.14
20	SAWCUTTING RIGID PAVEMENT	1,200.00 LFI	$	1.40	$	1,680.00
21	SAWCUTTING FLEXIBLE PAVEMENT	9,600.00 LFI	$	0.87	$	8,352.00
22	REMOVE AND DISPOSE OF TROLLEY RAILS	50.00 LF	$	42.79	$	2,139.50
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1.00 EA	$	957.23	$	957.23
24	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	184.00 LF	$	32.74	$	6,024.16
25	CONTROLLED DENSITY FILL	10.00 CY	$	303.63	$	3,036.30
26	CSTC FOR SIDEWALK, 2 INCH THICK	569.00 SY	$	29.45	$	16,757.05
27	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	12,099.00 SY	$	21.68	$	262,306.32
28	HMA FOR PRELEVELING CL. 3/8.	350.00 TON	$	179.83	$	62,940.50
29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	135.00 SY	$	154.14	$	20,808.90

30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	201.00 SY	$	79.08	$	15,895.08
31	PAVEMENT REPAIR EXCAVATION INCL. HAUL	336.00 SY	$	30.00	$	10,080.00
32	PLANING BITUMINOUS PAVEMENT	12,099.00 SY	$	2.76	$	33,393.24
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	$	(1.00)	$	(1.00)
34	COMPACTION PRICE ADJUSTMENT	9,000.00 EST	$	1.00	$	9,000.00
35	COMMERCIAL CONCRETE	10.00 CY	$	191.31	$	1,913.10
36	CEMENT CONCRETE CURB WALL	73.00 LF	$	229.57	$	16,758.61
37	CATCH BASIN TYPE 1	3.00 EA	$	2,223.52	$	6,670.56
38	GRATE INLET TYPE 3	4.00 EA	$	2,102.36	$	8,409.44
39	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	17.00 EA	$	1,022.37	$	17,380.29
40	REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER	3.00 EA	$	1,101.45	$	3,304.35
41	MH OR DW FRAME AND COVER (STAND-ARD)	3.00 EA	$	1,208.58	$	3,625.74
42	MH OR DW FRAME AND COVER (LOCKABLE)	7.00 EA	$	1,208.58	$	8,460.06
43	VALVE BOX AND COVER	7.00 EA	$	626.85	$	4,387.95
44	CLEANING EXISTING DRAINAGE STRUC-TURE	6.00 EA	$	331.51	$	1,989.06

45	EXTRA WORK ALLOWANCE FOR ROCK EX-CAVATION - TRENCHES	20.00 CY	$	250.00	$	5,000.00
46	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	$	65.00	$	650.00
47	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	$	65.00	$	650.00
48	IMPORTED BACKFILL	10.00 CY	$	65.00	$	650.00
49	TRENCH SAFETY SYSTEM	1.00 LS	$	3,000.00	$	3,000.00
50	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	212.00 LF	$	99.47	$	21,087.64
51	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	6.00 EA	$	1,203.32	$	7,219.92
52	PLUGGING EXISTING PIPE	1.00 EA	$	355.47	$	355.47
53	CLEANING EXISTING SANITARY SEWERS	3.00 EA	$	222.81	$	668.43
54	ESC LEAD	1.00 LS	$	668.42	$	668.42
55	INLET PROTECTION	27.00 EA	$	25.51	$	688.77
56	STREET CLEANING	40.00 HR	$	300.00	$	12,000.00
57	TOPSOIL TYPE A, 2 INCH THICK	35.00 SY	$	18.94	$	662.90
58	BARK OR WOOD CHIP MULCH	1.00 CY	$	364.77	$	364.77
59	SOD INSTALLATION	35.00 SY	$	16.98	$	594.30
60	2 IN. PVC IRRIGATION SLEEVE	20.00 LF	$	24.04	$	480.80

61	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	$	4,463.94	$	4,463.94
62	CEMENT CONCRETE CURB	690.00 LF	$	68.98	$	47,596.20
63	CHANNELIZING DEVICES - TYPE 2	8.00 EA	$	255.08	$	2,040.64
64	CHANNELIZING DEVICES - TYPE 4	6.00 EA	$	382.62	$	2,295.72
65	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	$	8,118.05	$	8,118.05
66	CEMENT CONCRETE SIDEWALK	569.00 SY	$	63.77	$	36,285.13
67	RAMP DETECTABLE WARNING	184.00 SF	$	89.28	$	16,427.52
68	TRAFFIC SIGNAL SYSTEM RETROFIT 6TH & WASHINGTON	1.00 LS	$	49,358.43	$	49,358.43
69	COMMUNICATION CONDUIT SYSTEM	1.00 LS	$	2,754.89	$	2,754.89
70	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	$	43,491.54	$	43,491.54
71	REMOVAL OF EXISTING PAVEMENT MARKINGS	116.00 SF	$	7.65	$	887.40
72	PAVEMENT MARKING - DURABLE HEAT APPLIED	7,032.00 SF	$	14.03	$	98,658.96
73	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	14.00 EA	$	255.08	$	3,571.12
74	REINFORCED DOWELED CURB	360.00 LF	$	82.90	$	29,844.00
75	TRAFFIC ISLAND CONCRETE	60.00 SY	$	102.03	$	6,121.80

76	INTENTIONALLY BLANK	0.00 N/A	$	0.00	$	0.00
77	INTENTIONALLY BLANK	0.00 N/A	$	0.00	$	0.00
78	INTENTIONALLY BLANK	0.00 N/A	$	0.00	$	0.00
79	INTENTIONALLY BLANK	0.00 N/A	$	0.00	$	0.00
			Schedule A-1 Subtotal		$	1,245,830.16

SCHEDULE A-3
Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
80	REMOVE EXISTING CURB	84.00 LF	$ 8.00	$ 672.00
81	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	8.00 SY	$ 22.72	$ 181.76
82	SAWCUTTING CURB	4.00 EA	$ 80.21	$ 320.84
83	SAWCUTTING RIGID PAVEMENT	20.00 LFI	$ 1.40	$ 28.00
84	SAWCUTTING FLEXIBLE PAVEMENT	13,184.00 LFI	$ 0.87	$ 11,470.08
85	ROADWAY EXCAVATION INCL. HAUL	476.00 CY	$ 35.16	$ 16,736.16
86	REMOVE UNSUITABLE FOUNDATION MATE-RIAL	20.00 CY	$ 65.00	$ 1,300.00
87	REPLACE UNSUITABLE FOUNDATION MATE-RIAL	20.00 CY	$ 65.00	$ 1,300.00
88	SPECIAL/INDUSTRIAL WASTE	5.00 TON	$ 500.00	$ 2,500.00
89	HAZARDOUS MATERIAL	5.00 TON	$ 1,000.00	$ 5,000.00
90	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	5.00 CY	$ 350.00	$ 1,750.00
91	HEALTH AND SAFETY PLAN	1.00 LS	$ 10,000.00	$ 10,000.00
92	PREPARATION OF UNTREATED ROADWAY	500.00 SY	$ 10.44	$ 5,220.00
93	CRUSHED SURFACING TOP COURSE	208.00 CY	$ 71.96	$ 14,967.68

94	CRUSHED SURFACING BASE COURSE	208.00 CY	$	71.96	$	14,967.68
95	CSTC FOR SIDEWALK, 2 INCH THICK	8.00 SY	$	23.55	$	188.40
96	CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS	3.00 CY	$	778.64	$	2,335.92
97	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	500.00 SY	$	72.70	$	36,350.00
98	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1,125.00 SY	$	70.15	$	78,918.75
99	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	77.00 SY	$	95.66	$	7,365.82
100	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,202.00 SY	$	30.85	$	37,081.70
101	EXTRA WORK ALLOWANCE FOR ROCK EX-CAVATION - TRENCHES	10.00 CY	$	250.00	$	2,500.00
102	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	$	65.00	$	650.00
103	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	$	65.00	$	650.00
104	IMPORTED BACKFILL	20.00 CY	$	65.00	$	1,300.00
105	CUT-OFF WALL	1.00 EA	$	2,827.38	$	2,827.38
106	DI PIPE FOR WATER MAIN 6 IN. DIA.	103.00 LF	$	89.52	$	9,220.56
107	DI PIPE FOR WATER MAIN 8 IN. DIA.	1,026.00 LF	$	84.13	$	86,317.38
108	DI PIPE FOR WATER MAIN 12 IN. DIA.	96.00 LF	$	153.85	$	14,769.60

109	EXCAVATION FOR JOINT RESTRAINT ON EXISTING 6 IN. DIAM. WM	120.00 LF	$	35.37	$	4,244.40
110	EXCAVATION FOR JOINT RESTRAINT ON EXISTING 12 IN. DIAM. WM	140.00 LF	$	36.23	$	5,072.20
111	GATE VALVE 6 IN.	2.00 EA	$	2,923.60	$	5,847.20
112	GATE VALVE 8 IN.	4.00 EA	$	3,803.30	$	15,213.20
113	GATE VALVE 12 IN.	2.00 EA	$	6,227.10	$	12,454.20
114	HYDRANT ASSEMBLY	2.00 EA	$	10,294.75	$	20,589.50
115	ROCK MULCH	48.00 CY	$	122.98	$	5,903.04
116	SEEDING AND MULCHING	2.00 SY	$	111.92	$	223.84
117	CEMENT CONCRETE CURB	84.00 LF	$	77.63	$	6,520.92
118	CEMENT CONCRETE SIDEWALK	8.00 SY	$	127.54	$	1,020.32
				Schedule A-3 Subtotal	$	443,978.53
Summary of Bid Items				***Bid Total***	$	1,689,808.69

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number 2023118

Project Description Washington/Stevens Grind and Overlay **Original Date** 6/22/2026 2:14:00 PM

Project Number: 2023118			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
			Tax Classification			
Schedule 01			Sales tax shall be included in unit prices			
1	ADA FEATURES SURVEYING	1 LS	2,000.00	2,000.00	3,188.53	$3,188.53
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	$1.00
3	SPCC PLAN	1 LS	2,500.00	2,500.00	668.42	$668.42
4	POTHOLING	5 EA	1,000.00	5,000.00	720.48	$3,602.40
5	MOBILIZATION	1 LS	148,000.00	148,000.00	198,000.00	$198,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	20,000.00	20,000.00	6,684.15	$6,684.15
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	95,000.00	95,000.00	55,797.98	$55,797.98
8	WORK ZONE SAFETY CONTINGENCY	10000 FA	1.00	10,000.00	1.00	$10,000.00
9	SPECIAL SIGNS	138 SF	25.00	3,450.00	37.43	$5,165.34
10	PORTABLE CHANGEABLE MESSAGE SIGN	168 HR	8.00	1,344.00	10.63	$1,785.84
11	TREE ROOT TREATMENT	2 EA	600.00	1,200.00	318.85	$637.70
12	TREE PROTECTION ZONE	2 EA	250.00	500.00	312.48	$624.96
13	REMOVE TREE, CLASS I	1 EA	900.00	900.00	573.94	$573.94
14	TREE PRUNING	13 EA	300.00	3,900.00	239.78	$3,117.14
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	15,000.00	15,000.00	3,342.08	$3,342.08
16	REMOVE EXISTING CURB	591 LF	12.00	7,092.00	9.60	$5,673.60
17	REMOVE EXISTING CURB AND GUTTER	13 LF	14.00	182.00	10.50	$136.50
18	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	492 SY	25.00	12,300.00	22.72	$11,178.24
19	SAWCUTTING CURB	34 EA	55.00	1,870.00	80.21	$2,727.14
20	SAWCUTTING RIGID PAVEMENT	1200 LFI	1.80	2,160.00	1.40	$1,680.00
21	SAWCUTTING FLEXIBLE PAVEMENT	9600 LFI	1.00	9,600.00	0.87	$8,352.00
22	REMOVE AND DISPOSE OF TROLLEY RAILS	50 LF	200.00	10,000.00	42.79	$2,139.50
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1 EA	800.00	800.00	957.23	$957.23
24	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	184 LF	15.00	2,760.00	32.74	$6,024.16
25	CONTROLLED DENSITY FILL	10 CY	200.00	2,000.00	303.63	$3,036.30
26	CSTC FOR SIDEWALK, 2 INCH THICK	569 SY	14.00	7,966.00	29.45	$16,757.05
27	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	12099 SY	15.00	181,485.00	21.68	$262,306.32
28	HMA FOR PRELEVELING CL. 3/8.	350 TON	160.00	56,000.00	179.83	$62,940.50

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2023118			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	135 SY	60.00	8,100.00	154.14	$20,808.90
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	201 SY	40.00	8,040.00	79.08	$15,895.08
31	PAVEMENT REPAIR EXCAVATION INCL. HAUL	336 SY	55.00	18,480.00	30.00	$10,080.00
32	PLANING BITUMINOUS PAVEMENT	12099 SY	5.00	60,495.00	2.76	$33,393.24
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	($1.00)
34	COMPACTION PRICE ADJUSTMENT	9000 EST	1.00	9,000.00	1.00	$9,000.00
35	COMMERCIAL CONCRETE	10 CY	150.00	1,500.00	191.31	$1,913.10
36	CEMENT CONCRETE CURB WALL	73 LF	110.00	8,030.00	229.57	$16,758.61
37	CATCH BASIN TYPE 1	3 EA	3,500.00	10,500.00	2,223.52	$6,670.56
38	GRATE INLET TYPE 3	4 EA	2,500.00	10,000.00	2,102.36	$8,409.44
39	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	17 EA	1,000.00	17,000.00	1,022.37	$17,380.29
40	REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER	3 EA	900.00	2,700.00	1,101.45	$3,304.35
41	MH OR DW FRAME AND COVER (STANDARD)	3 EA	1,500.00	4,500.00	1,208.58	$3,625.74
42	MH OR DW FRAME AND COVER (LOCKABLE)	7 EA	1,500.00	10,500.00	1,208.58	$8,460.06
43	VALVE BOX AND COVER	7 EA	500.00	3,500.00	626.85	$4,387.95
44	CLEANING EXISTING DRAINAGE STRUCTURE	6 EA	600.00	3,600.00	331.51	$1,989.06
45	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	20 CY	150.00	3,000.00	250.00	$5,000.00
46	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	40.00	400.00	65.00	$650.00
47	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	60.00	600.00	65.00	$650.00
48	IMPORTED BACKFILL	10 CY	60.00	600.00	65.00	$650.00
49	TRENCH SAFETY SYSTEM	1 LS	4,000.00	4,000.00	3,000.00	$3,000.00
50	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	212 LF	90.00	19,080.00	99.47	$21,087.64
51	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	6 EA	900.00	5,400.00	1,203.32	$7,219.92
52	PLUGGING EXISTING PIPE	1 EA	600.00	600.00	355.47	$355.47
53	CLEANING EXISTING SANITARY SEWERS	3 EA	1,300.00	3,900.00	222.81	$668.43
54	ESC LEAD	1 LS	4,000.00	4,000.00	668.42	$668.42
55	INLET PROTECTION	27 EA	130.00	3,510.00	25.51	$688.77
56	STREET CLEANING	40 HR	250.00	10,000.00	300.00	$12,000.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2023118			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
57	TOPSOIL TYPE A, 2 INCH THICK	35 SY	10.00	350.00	18.94	$662.90
58	BARK OR WOOD CHIP MULCH	1 CY	120.00	120.00	364.77	$364.77
59	SOD INSTALLATION	35 SY	18.00	630.00	16.98	$594.30
60	2 IN. PVC IRRIGATION SLEEVE	20 LF	10.00	200.00	24.04	$480.80
61	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	2,500.00	2,500.00	4,463.94	$4,463.94
62	CEMENT CONCRETE CURB	690 LF	35.00	24,150.00	68.98	$47,596.20
63	CHANNELIZING DEVICES - TYPE 2	8 EA	120.00	960.00	255.08	$2,040.64
64	CHANNELIZING DEVICES - TYPE 4	6 EA	400.00	2,400.00	382.62	$2,295.72
65	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	1,200.00	1,200.00	8,118.05	$8,118.05
66	CEMENT CONCRETE SIDEWALK	569 SY	70.00	39,830.00	63.77	$36,285.13
67	RAMP DETECTABLE WARNING	184 SF	35.00	6,440.00	89.28	$16,427.52
68	TRAFFIC SIGNAL SYSTEM RETROFIT 6TH & WASHINGTON	1 LS	25,000.00	25,000.00	49,358.43	$49,358.43
69	COMMUNICATION CONDUIT SYSTEM	1 LS	4,000.00	4,000.00	2,754.89	$2,754.89
70	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	22,000.00	22,000.00	43,491.54	$43,491.54
71	REMOVAL OF EXISTING PAVEMENT MARKINGS	116 SF	10.00	1,160.00	7.65	$887.40
72	PAVEMENT MARKING - DURABLE HEAT APPLIED	7032 SF	15.00	105,480.00	14.03	$98,658.96
73	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	14 EA	400.00	5,600.00	255.08	$3,571.12
74	REINFORCED DOWELED CURB	360 LF	40.00	14,400.00	82.90	$29,844.00
75	TRAFFIC ISLAND CONCRETE	60 SY	70.00	4,200.00	102.03	$6,121.80
76	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	$0.00
77	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	$0.00
78	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	$0.00
79	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	$0.00
			Tax Classification			
Schedule 03			Sales tax shall NOT be included in unit prices			
80	REMOVE EXISTING CURB	84 LF	12.00	1,008.00	8.00	$672.00
81	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	8 SY	25.00	200.00	22.72	$181.76
82	SAWCUTTING CURB	4 EA	55.00	220.00	80.21	$320.84

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2023118			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
83	SAWCUTTING RIGID PAVEMENT	20 LFI	1.80	36.00	1.40	$28.00
84	SAWCUTTING FLEXIBLE PAVEMENT	13184 LFI	1.00	13,184.00	0.87	$11,470.08
85	ROADWAY EXCAVATION INCL. HAUL	476 CY	25.00	11,900.00	35.16	$16,736.16
86	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	30.00	600.00	65.00	$1,300.00
87	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	65.00	$1,300.00
88	SPECIAL/INDUSTRIAL WASTE	5 TON	180.00	900.00	500.00	$2,500.00
89	HAZARDOUS MATERIAL	5 TON	500.00	2,500.00	1,000.00	$5,000.00
90	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	5 CY	100.00	500.00	350.00	$1,750.00
91	HEALTH AND SAFETY PLAN	1 LS	5,000.00	5,000.00	10,000.00	$10,000.00
92	PREPARATION OF UNTREATED ROADWAY	500 SY	12.00	6,000.00	10.44	$5,220.00
93	CRUSHED SURFACING TOP COURSE	208 CY	90.00	18,720.00	71.96	$14,967.68
94	CRUSHED SURFACING BASE COURSE	208 CY	70.00	14,560.00	71.96	$14,967.68
95	CSTC FOR SIDEWALK, 2 INCH THICK	8 SY	15.00	120.00	23.55	$188.40
96	CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS	3 CY	300.00	900.00	778.64	$2,335.92
97	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	500 SY	36.00	18,000.00	72.70	$36,350.00
98	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1125 SY	60.00	67,500.00	70.15	$78,918.75
99	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	77 SY	40.00	3,080.00	95.66	$7,365.82
100	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1202 SY	55.00	66,110.00	30.85	$37,081.70
101	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	10 CY	150.00	1,500.00	250.00	$2,500.00
102	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	40.00	400.00	65.00	$650.00
103	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	60.00	600.00	65.00	$650.00
104	IMPORTED BACKFILL	20 CY	60.00	1,200.00	65.00	$1,300.00
105	CUT-OFF WALL	1 EA	3,000.00	3,000.00	2,827.38	$2,827.38
106	DI PIPE FOR WATER MAIN 6 IN. DIA.	103 LF	180.00	18,540.00	89.52	$9,220.56
107	DI PIPE FOR WATER MAIN 8 IN. DIA.	1026 LF	180.00	184,680.00	84.13	$86,317.38
108	DI PIPE FOR WATER MAIN 12 IN. DIA.	96 LF	220.00	21,120.00	153.85	$14,769.60

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2023118			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
109	EXCAVATION FOR JOINT RESTRAINT ON EXISTING 6 IN. DIAM. WM	120 LF	200.00	24,000.00	35.37	$4,244.40
110	EXCAVATION FOR JOINT RESTRAINT ON EXISTING 12 IN. DIAM. WM	140 LF	200.00	28,000.00	36.23	$5,072.20
111	GATE VALVE 6 IN.	2 EA	1,500.00	3,000.00	2,923.60	$5,847.20
112	GATE VALVE 8 IN.	4 EA	3,000.00	12,000.00	3,803.30	$15,213.20
113	GATE VALVE 12 IN.	2 EA	5,000.00	10,000.00	6,227.10	$12,454.20
114	HYDRANT ASSEMBLY	2 EA	1,000.00	2,000.00	10,294.75	$20,589.50
115	ROCK MULCH	48 CY	60.00	2,880.00	122.98	$5,903.04
116	SEEDING AND MULCHING	2 SY	50.00	100.00	111.92	$223.84
117	CEMENT CONCRETE CURB	84 LF	35.00	2,940.00	77.63	$6,520.92
118	CEMENT CONCRETE SIDEWALK	8 SY	70.00	560.00	127.54	$1,020.32
Bid Total				**$1,643,222.00**		**$1,689,808.69**

City Of Spokane
Engineering Services Department
Bid Tabulation

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Total
ENGINEER'S ESTIMATE	1,094,664.00	0.00	598,476.78	0.00	1,643,222.00
HALME CONSTRUCTION INC (Submitted)	1,245,830.16	0.00	484,380.58	0.00	1,689,808.69

Low Bid Contractor: HALME CONSTRUCTION INC

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	1,245,830.16	1,094,664.00	13.81	% Over Estimate
Schedule 02	0.00	0.00		% Under Estimate
Schedule 03	484,380.58	598,476.78	19.06	% Under Estimate
Schedule 04	0.00	0.00		% Under Estimate
Bid Totals	1,730,210.74	1,693,140.78	2.19	% Over Estimate

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HALME CONSTRUCTION, INC.

Business name: HALME CONSTRUCTION, INC.

Entity type: Profit Corporation

UBI #: 601-553-217

Business ID: 001

Location ID: 0001

Location: Active

Location address: 8727 W HWY 2 #100
SPOKANE WA 99224-9424

Mailing address: 8727 W HWY 2 # 100
SPOKANE WA 99224-9424

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
Liberty Lake General Business - Non-Resident				Active	Jul-31-2026	Jun-18-2020
Minor Work Permit				Active	Jul-31-2026	Nov-13-1992
Spokane General Business - Non-Resident	T12056384BUS			Active	Jul-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident	00606			Active	Jul-31-2026	Feb-03-2004

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Walla Walla General Business - Non-Resident				Active	Jul-31-2026	Feb-03-2023
Yakima General Business - Non-Resident	BLS201160			Active	Jul-31-2026	Oct-27-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HALME, JASON	
HALME, LILLIAN	
HALME, SCOTT	
HALME, STEVEN	

Registered Trade Names

Registered trade names	Status	First issued
HFM	Active	May-13-2021

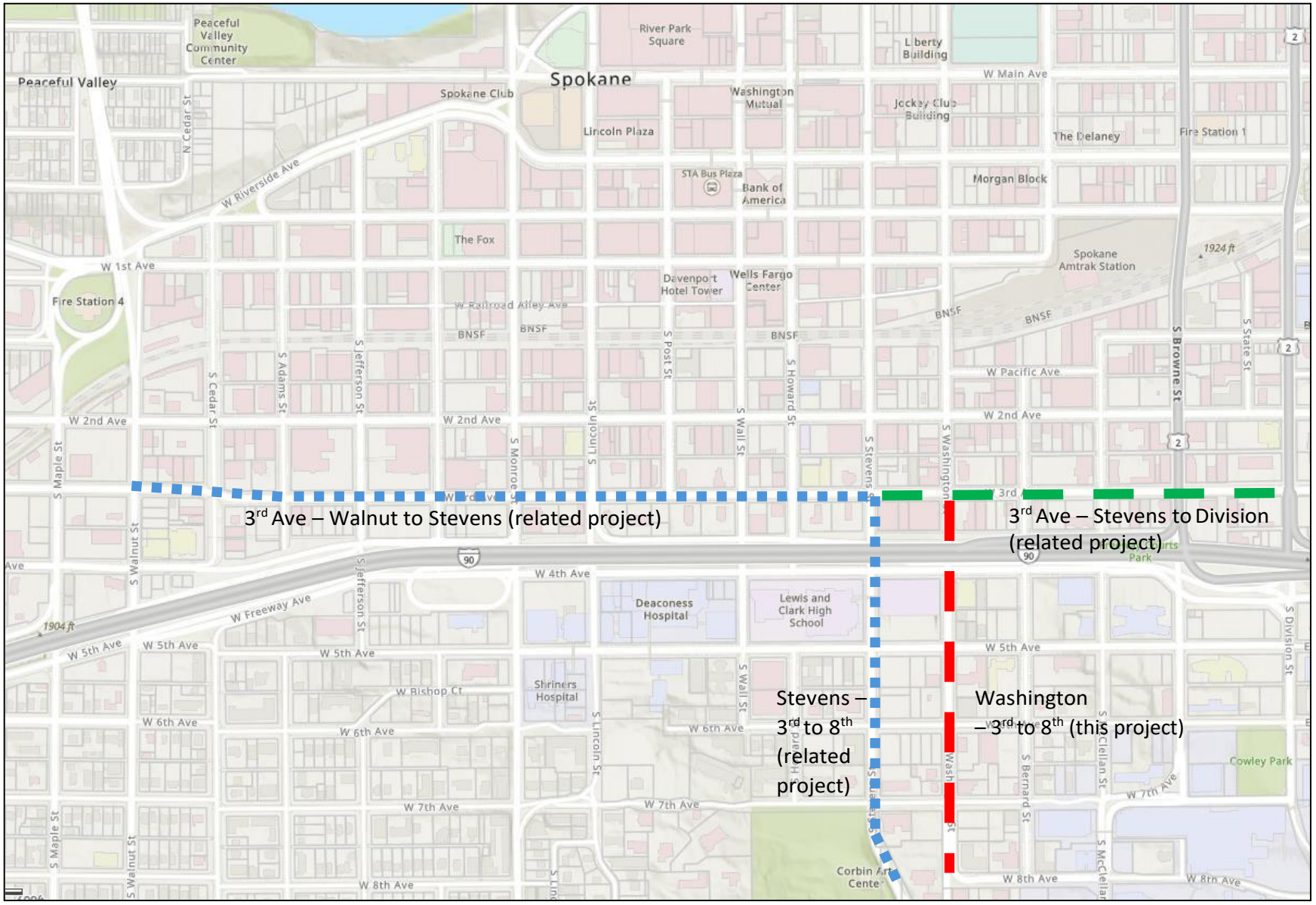
View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/1/2026 9:55:19 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported


3rd Ave – Walnut to Stevens (related project)
3rd Ave – Stevens to Division (related project)
Stevens – 3rd to 8th (related project)
Washington – 3rd to 8th (this project)
Peaceful Valley
Peaceful Valley Community Center
Spokane
Spokane Club
River Park Square
Liberty Building
Washington Mutual
Jockey Club Building
The Delaney
Fire Station 1
Lincoln Plaza
STA Bus Plaza
Bank of America
Morgan Block
The Fox
Fire Station 4
Davenport Hotel Tower
Wells Fargo Center
Spokane Amtrak Station
1924 ft
1904 ft
Deaconess Hospital
Lewis and Clark High School
Shriners Hospital
Cowley Park
Corbin Art Center
W Riverside Ave
W 1st Ave
W 2nd Ave
W 3rd Ave
W 4th Ave
W 5th Ave
W 6th Ave
W 7th Ave
W 8th Ave
W Main Ave
W Pacific Ave
W Freeway Ave
W Railroad Alley Ave
W Bishop Ct
N Cedar St
S Cedar St
S Adams St
S Jefferson St
S Maple St
S Walnut St
S Monroe St
S Lincoln St
S Post St
S Wall St
S Howard St
S Stevens St
S Washington St
S Bernard St
S McClellan St
S Division St
S Browne St
S State St
BNSF
90
2

Agenda Sheet for City Council: **Committee:** PIES **Date:** 02/09/2026 **Committee Agenda type:** Consent		**Date Rec'd**	2/4/2026
		Clerk's File #	OPR 2026-0575
		Cross Ref #	
Council Meeting Date:		**Project #**	2022069
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	LOW BID AWARD - PACIFIC AVENUE GREENWAY - HOWARD TO SHERMAN		

Agenda Wording

Low Bid of Active Construction, Inc., of Tacoma, WA, for Pacific Avenue Greenway - Howard to Sherman 2022069 - $3,365,365.00. An administrative reserve of 10% of the contract will be set aside. (Riverside and East Central Neighborhood Councils)

Summary (Background)

This project is phase 1 of a 2 phase "greenway" project on Pacific Avenue intended to make it safer for pedestrians and bicyclists between downtown and the University district. The project constructs curb bumpouts which will narrow the roadway in some areas, repairs sidewalk, constructs two signals at Browne Street and Division Street intersections in large part to facilitation pedestrian crossing, installs two Rectangular Rapid Flash Beacons (RRFB) at Washington Street and Sherman Street intersections along Pacific Avenue and replaces non-compliant ADA ramps.

On Monday, June 29, 2026, bids were opened for the above project. The low bid was from Active Construction, Inc., in the amount of $ 3,365,365.00, which is $716,962.00 or 17.5% below the Engineer's Estimate of $4,082,327.00. Three other bids were received as follows: Cameron Reilly - $3,850,000.00, Halme Construction, Inc. - $4,399,479.08, and Granite Construction Company - $ 4,633,131.00.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and 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	YES
Total Cost	$ 3,365,365.00
Current Year Cost	$ 3,365,365.00
Subsequent Year(s) Cost	$

Narrative

Federally funded

Amount		**Budget Account**
Expense	$ 3,365,365.00	# 3200 95164 95300 56501 86122
Expense	$ 523,780.50	# 3200 95165 95300 56501 86122
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Grant

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		**ACCOUNTING -**	
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
ACI Email:	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	pyoung@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	

City Clerk's No. OPR 2026-0575
Engineering No. 2022069

City of Spokane

PUBLIC WORKS CONTRACT

Title: **PACIFIC AVENUE GREENWAY**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ACTIVE CONSTRUCTION, INC.**, whose address is 5110 River Road, Tacoma, Washington 98443 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **PACIFIC AVENUE GREENWAY.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2026, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2022069 shall apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed

$3,365,365.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2026-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.

9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language

of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;
    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-

approved apprenticeship program.

2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

18. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

31. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

ACTIVE CONSTRUCTION, 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:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

26-173

PAYMENT BOND

We, **ACTIVE CONSTRUCTION, INC.,** as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION THREE HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS ($3,365,365.00)**, plus tax if applicable, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **PACIFIC AVENUE GREENWAY**. If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

ACTIVE CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **ACTIVE CONSTRUCTION, INC.,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION THREE HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS ($3,365,365.00)**, plus tax if applicable for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **PACIFIC AVENUE GREENWAY**. If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

ACTIVE CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print) . Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

SCHEDULE A-1

Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES		UNIT PRICE		TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	$	5,300.00	$	5,300.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	$	1.00	$	1.00
3	SPCC PLAN	1.00 LS	$	165.00	$	165.00
4	POTHOLING	40.00 EA	$	675.00	$	27,000.00
5	MOBILIZATION	1.00 LS	$	340,000.00	$	340,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	$	165.00	$	165.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	$	223,049.15	$	223,049.15
8	WORK ZONE SAFETY CONTINGENCY	25,000.00 FA	$	1.00	$	25,000.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	816.00 HR	$	7.00	$	5,712.00
10	TREE ROOT TREATMENT	8.00 EA	$	1,100.00	$	8,800.00
11	TREE PROTECTION ZONE	9.00 EA	$	500.00	$	4,500.00
12	REMOVE TREE, CLASS I	1.00 EA	$	1,000.00	$	1,000.00
13	REMOVE TREE, CLASS II	4.00 EA	$	2,050.00	$	8,200.00

14	TREE PRUNING	12.00 EA	$	200.00	$	2,400.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	$	81,000.00	$	81,000.00
16	REMOVE EXISTING CURB	3,770.00 LF	$	5.00	$	18,850.00
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2,415.00 SY	$	12.50	$	30,187.50
18	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	16.00 EA	$	1,000.00	$	16,000.00
19	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	655.00 LF	$	33.00	$	21,615.00
20	SALVAGE GRANITE CURB	515.00 LF	$	15.25	$	7,853.75
21	SAWCUTTING CURB	70.00 EA	$	170.00	$	11,900.00
22	SAWCUTTING RIGID PAVEMENT	1,270.00 LFI	$	1.45	$	1,841.50
23	SAWCUTTING FLEXIBLE PAVEMENT	6,110.00 LFI	$	1.45	$	8,859.50
24	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	1,630.00 LFI	$	1.45	$	2,363.50
25	CONTROLLED DENSITY FILL	15.00 CY	$	331.00	$	4,965.00
26	CSTC FOR SIDEWALK, 2 INCH THICK	3,380.00 SY	$	16.00	$	54,080.00
27	CSTC FOR DRIVEWAYS, 4 INCH THICK	1,290.00 SY	$	29.50	$	38,055.00
28	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	260.00 SY	$	65.50	$	17,030.00

29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	5,930.00 SY	$	53.50	$	317,255.00
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 7 INCH THICK	750.00 SY	$	95.80	$	71,850.00
31	PAVEMENT REPAIR EXCAVATION INCL. HAUL	10,290.00 SY	$	12.50	$	128,625.00
32	MANHOLE - 48 IN. DOGHOUSE	2.00 EA	$	8,000.00	$	16,000.00
33	CATCH BASIN TYPE 1	15.00 EA	$	3,325.00	$	49,875.00
34	CATCH BASIN TYPE 2	2.00 EA	$	5,620.00	$	11,240.00
35	CATCH BASIN TYPE 3	5.00 EA	$	5,340.00	$	26,700.00
36	MH OR DW FRAME AND COVER (STAND-ARD)	10.00 EA	$	1,225.00	$	12,250.00
37	MH OR DW FRAME AND COVER (LOCKABLE)	1.00 EA	$	1,112.00	$	1,112.00
38	FRAME AND GRATE FOR CB OR GRATE IN-LET	4.00 EA	$	1,185.00	$	4,740.00
39	VALVE BOX AND COVER	9.00 EA	$	745.00	$	6,705.00
40	MANHOLE TEST (WATER EXFILTRATION OR VACUUM	2.00 EA	$	600.00	$	1,200.00
41	CLEANING EXISTING DRAINAGE STRUC-TURE	13.00 EA	$	200.00	$	2,600.00
42	EXTRA WORK ALLOWANCE FOR ROCK EX-CAVATION	300.00 CY	$	78.00	$	23,400.00
43	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	$	200.00	$	10,000.00
44	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	$	236.00	$	11,800.00

45	TRENCH SAFETY SYSTEM	1.00 LS	$	10,000.00	$	10,000.00
46	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	1,020.00 LF	$	103.00	$	105,060.00
47	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	11.00 EA	$	2,050.00	$	22,550.00
48	CONNECT 8 IN. DIA. SEWER PIPE TO EXIST-ING SEWER PIPE	1.00 EA	$	1,620.00	$	1,620.00
49	PLUGGING EXISTING PIPE	2.00 EA	$	450.00	$	900.00
50	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	$	7,300.00	$	7,300.00
51	HYDRANT ASSEMBLY	6.00 EA	$	7,500.00	$	45,000.00
52	TRENCH EXC. FOR WATER SERVICE TAP	100.00 LF	$	73.00	$	7,300.00
53	ESC LEAD	1.00 LS	$	165.00	$	165.00
54	INLET PROTECTION	40.00 EA	$	74.00	$	2,960.00
55	STREET CLEANING	50.00 HR	$	170.00	$	8,500.00
56	TOPSOIL TYPE A, 12 INCH THICK	3,100.00 SY	$	21.50	$	66,650.00
57	BARK OR WOOD CHIP MULCH	125.00 CY	$	59.00	$	7,375.00
58	ROCK MULCH	55.00 CY	$	102.00	$	5,610.00
59	1 GALLON SHRUB	438.00 EA	$	6.45	$	2,825.10

60	3 GALLON SHRUB	124.00 EA	$	14.00	$	1,736.00
61	2 INCH CALIPER DECIDUOUS TREE	16.00 EA	$	171.00	$	2,736.00
62	LANDSCAPE BOULDERS	52.00 EA	$	295.00	$	15,340.00
63	IRRIGATION SYSTEM	1.00 LS	$	68,000.00	$	68,000.00
64	CEMENT CONCRETE CURB	260.00 LF	$	35.50	$	9,230.00
65	CEMENT CONCRETE CURB AND GUTTER	4,910.00 LF	$	38.00	$	186,580.00
66	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	1,290.00 SY	$	80.00	$	103,200.00
67	CHANNELIZING DEVICES - TYPE 4	66.00 EA	$	360.00	$	23,760.00
68	MODIFY FENCING	1.00 LS	$	5,300.00	$	5,300.00
69	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	$	7,300.00	$	7,300.00
70	REFERENCE AND REESTABLISH SURVEY MONUMENT	3.00 EA	$	750.00	$	2,250.00
71	CEMENT CONCRETE SIDEWALK	3,380.00 SY	$	65.00	$	219,700.00
72	EXTRA MATERIAL ALLOWANCE FOR COL-ORED CONCRETE	610.00 SY	$	23.00	$	14,030.00
73	EXTRA WORK ALLOWANCE FOR STAMPED CONCRETE	610.00 SY	$	38.00	$	23,180.00
74	RAMP DETECTABLE WARNING	560.00 SF	$	30.00	$	16,800.00
75	TRAFFIC SIGNAL SYSTEM, PACIFIC AVENUE & BROWNE STREET	1.00 LS	$	200,000.00	$	200,000.00

76	TRAFFIC SIGNAL SYSTEM, PACIFIC AVENUE & DIVISION STREET	1.00 LS	$	200,000.00	$	200,000.00
77	COMMUNICATION CONDUIT SYSTEM	1.00 LS	$	38,700.00	$	38,700.00
78	COMMUNICATION CABLES AND INTER-FACES	1.00 LS	$	19,375.00	$	19,375.00
79	CCTV SYSTEM, PACIFIC AVENUE & BROWNE STREET	1.00 LS	$	26,800.00	$	26,800.00
80	CCTV SYSTEM, PACIFIC AVENUE & DIVI-SION STREET	1.00 LS	$	23,500.00	$	23,500.00
81	RECTANGULAR RAPID FLASHING BEACON SYSTEM, PACIFIC AVE & SHERMAN ST	1.00 LS	$	26,800.00	$	26,800.00
82	DIRECTIONAL BORING	550.00 LF	$	142.50	$	78,375.00
83	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	$	41,800.00	$	41,800.00
84	REMOVAL OF EXISTING PAVEMENT MARK-INGS	400.00 SF	$	8.00	$	3,200.00
85	PAVEMENT MARKING - DURABLE HEAT AP-PLIED	4,300.00 SF	$	11.00	$	47,300.00
86	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	23.00 EA	$	231.00	$	5,313.00
			Schedule A-1 Subtotal		$	3,365,365.00
Summary of Bid Items				***Bid Total***	$	3,365,365.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number 2022069

Project Description Pacific Avenue Greenway **Original Date** 6/29/2026 1:56:00 PM

Project Number: 2022069			Engineer's Estimate		ACTIVE CONSTRUCTION INC (Submitted)		CAMERON REILLY (Submitted)		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
			Tax Classification							
Schedule 01			Sales tax shall be included in unit prices							
1	ADA FEATURES SURVEYING	1 LS	20,000.00	20,000.00	5,300.00	$5,300.00	5,000.00	$5,000.00	6,827.15	$6,827.15
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	$1.00	1.00	$1.00	1.00	$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	165.00	$165.00	2,750.00	$2,750.00	698.41	$698.41
4	POTHOLING	40 EA	800.00	32,000.00	675.00	$27,000.00	1,000.00	$40,000.00	947.25	$37,890.00
5	MOBILIZATION	1 LS	360,000.00	360,000.00	340,000.00	$340,000.00	155,000.00	$155,000.00	580,000.00	$580,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	25,000.00	25,000.00	165.00	$165.00	20,000.00	$20,000.00	20,000.00	$20,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	100,000.00	100,000.00	223,049.15	$223,049.15	148,000.00	$148,000.00	230,000.00	$230,000.00
8	WORK ZONE SAFETY CONTINGENCY	25000 FA	1.00	25,000.00	1.00	$25,000.00	1.00	$25,000.00	1.00	$25,000.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	816 HR	6.00	4,896.00	7.00	$5,712.00	7.25	$5,916.00	8.19	$6,683.04
10	TREE ROOT TREATMENT	8 EA	600.00	4,800.00	1,100.00	$8,800.00	434.00	$3,472.00	477.90	$3,823.20
11	TREE PROTECTION ZONE	9 EA	250.00	2,250.00	500.00	$4,500.00	180.00	$1,620.00	197.99	$1,781.91
12	REMOVE TREE, CLASS I	1 EA	700.00	700.00	1,000.00	$1,000.00	1,579.00	$1,579.00	887.53	$887.53
13	REMOVE TREE, CLASS II	4 EA	2,500.00	10,000.00	2,050.00	$8,200.00	2,045.00	$8,180.00	2,252.96	$9,011.84
14	TREE PRUNING	12 EA	500.00	6,000.00	200.00	$2,400.00	230.00	$2,760.00	252.60	$3,031.20
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	81,000.00	$81,000.00	40,000.00	$40,000.00	6,984.14	$6,984.14
16	REMOVE EXISTING CURB	3770 LF	20.00	75,400.00	5.00	$18,850.00	6.50	$24,505.00	10.41	$39,245.70
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2415 SY	30.00	72,450.00	12.50	$30,187.50	20.00	$48,300.00	24.82	$59,940.30
18	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	16 EA	1,500.00	24,000.00	1,000.00	$16,000.00	3,400.00	$54,400.00	1,033.60	$16,537.60
19	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	655 LF	55.00	36,025.00	33.00	$21,615.00	63.00	$41,265.00	35.16	$23,029.80
20	SALVAGE GRANITE CURB	515 LF	25.00	12,875.00	15.25	$7,853.75	14.00	$7,210.00	24.67	$12,705.05
21	SAWCUTTING CURB	70 EA	45.00	3,150.00	170.00	$11,900.00	121.00	$8,470.00	81.93	$5,735.10
22	SAWCUTTING RIGID PAVEMENT	1270 LFI	2.00	2,540.00	1.45	$1,841.50	1.50	$1,905.00	1.43	$1,816.10
23	SAWCUTTING FLEXIBLE PAVEMENT	6110 LFI	1.00	6,110.00	1.45	$8,859.50	1.50	$9,165.00	0.89	$5,437.90
24	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	1630 LFI	2.00	3,260.00	1.45	$2,363.50	3.00	$4,890.00	1.71	$2,787.30
25	CONTROLLED DENSITY FILL	15 CY	200.00	3,000.00	331.00	$4,965.00	325.00	$4,875.00	325.94	$4,889.10
26	CSTC FOR SIDEWALK, 2 INCH THICK	3380 SY	25.00	84,500.00	16.00	$54,080.00	7.00	$23,660.00	26.64	$90,043.20
27	CSTC FOR DRIVEWAYS, 4 INCH THICK	1290 SY	55.00	70,950.00	29.50	$38,055.00	13.00	$16,770.00	30.66	$39,551.40

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2022069			Engineer's Estimate		GRANITE CONSTRUCTION COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
			Tax Classification			
Schedule 01			Sales tax shall be included in unit prices			
1	ADA FEATURES SURVEYING	1 LS	20,000.00	20,000.00	14,000.00	$14,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	500.00	$500.00
4	POTHOLING	40 EA	800.00	32,000.00	500.00	$20,000.00
5	MOBILIZATION	1 LS	360,000.00	360,000.00	359,415.00	$359,415.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	25,000.00	25,000.00	75,000.00	$75,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	100,000.00	100,000.00	238,275.00	$238,275.00
8	WORK ZONE SAFETY CONTINGENCY	25000 FA	1.00	25,000.00	1.00	$25,000.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	816 HR	6.00	4,896.00	6.00	$4,896.00
10	TREE ROOT TREATMENT	8 EA	600.00	4,800.00	600.00	$4,800.00
11	TREE PROTECTION ZONE	9 EA	250.00	2,250.00	200.00	$1,800.00
12	REMOVE TREE, CLASS I	1 EA	700.00	700.00	400.00	$400.00
13	REMOVE TREE, CLASS II	4 EA	2,500.00	10,000.00	1,700.00	$6,800.00
14	TREE PRUNING	12 EA	500.00	6,000.00	200.00	$2,400.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	2,000.00	$2,000.00
16	REMOVE EXISTING CURB	3770 LF	20.00	75,400.00	91.00	$343,070.00
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2415 SY	30.00	72,450.00	113.00	$272,895.00
18	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	16 EA	1,500.00	24,000.00	1,100.00	$17,600.00
19	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	655 LF	55.00	36,025.00	150.00	$98,250.00
20	SALVAGE GRANITE CURB	515 LF	25.00	12,875.00	48.00	$24,720.00
21	SAWCUTTING CURB	70 EA	45.00	3,150.00	76.00	$5,320.00
22	SAWCUTTING RIGID PAVEMENT	1270 LFI	2.00	2,540.00	1.00	$1,270.00
23	SAWCUTTING FLEXIBLE PAVEMENT	6110 LFI	1.00	6,110.00	1.30	$7,943.00
24	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	1630 LFI	2.00	3,260.00	1.50	$2,445.00
25	CONTROLLED DENSITY FILL	15 CY	200.00	3,000.00	150.00	$2,250.00
26	CSTC FOR SIDEWALK, 2 INCH THICK	3380 SY	25.00	84,500.00	31.00	$104,780.00
27	CSTC FOR DRIVEWAYS, 4 INCH THICK	1290 SY	55.00	70,950.00	47.00	$60,630.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2022069			Engineer's Estimate		ACTIVE CONSTRUCTION INC (Submitted)		CAMERON REILLY (Submitted)		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
28	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	260 SY	50.00	13,000.00	65.50	$17,030.00	50.75	$13,195.00	55.98	$14,554.80
29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	5930 SY	70.00	415,100.00	53.50	$317,255.00	60.00	$355,800.00	65.54	$388,652.20
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 7 INCH THICK	750 SY	95.00	71,250.00	95.80	$71,850.00	126.00	$94,500.00	139.27	$104,452.50
31	PAVEMENT REPAIR EXCAVATION INCL. HAUL	10290 SY	30.00	308,700.00	12.50	$128,625.00	20.50	$210,945.00	35.42	$364,471.80
32	MANHOLE - 48 IN. DOGHOUSE	2 EA	10,000.00	20,000.00	8,000.00	$16,000.00	15,700.00	$31,400.00	9,423.40	$18,846.80
33	CATCH BASIN TYPE 1	15 EA	3,500.00	52,500.00	3,325.00	$49,875.00	8,000.00	$120,000.00	4,686.21	$70,293.15
34	CATCH BASIN TYPE 2	2 EA	4,000.00	8,000.00	5,620.00	$11,240.00	7,700.00	$15,400.00	4,734.00	$9,468.00
35	CATCH BASIN TYPE 3	5 EA	5,000.00	25,000.00	5,340.00	$26,700.00	7,900.00	$39,500.00	4,945.64	$24,728.20
36	MH OR DW FRAME AND COVER (STANDARD)	10 EA	1,500.00	15,000.00	1,225.00	$12,250.00	1,300.00	$13,000.00	1,169.70	$11,697.00
37	MH OR DW FRAME AND COVER (LOCKABLE)	1 EA	1,200.00	1,200.00	1,112.00	$1,112.00	1,500.00	$1,500.00	1,244.80	$1,244.80
38	FRAME AND GRATE FOR CB OR GRATE INLET	4 EA	1,000.00	4,000.00	1,185.00	$4,740.00	1,500.00	$6,000.00	1,224.32	$4,897.28
39	VALVE BOX AND COVER	9 EA	1,000.00	9,000.00	745.00	$6,705.00	640.00	$5,760.00	828.80	$7,459.20
40	MANHOLE TEST (WATER EXFILTRATION OR VACUUM	2 EA	2,000.00	4,000.00	600.00	$1,200.00	1,750.00	$3,500.00	1,194.25	$2,388.50
41	CLEANING EXISTING DRAINAGE STRUCTURE	13 EA	500.00	6,500.00	200.00	$2,600.00	600.00	$7,800.00	341.36	$4,437.68
42	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION	300 CY	210.00	63,000.00	78.00	$23,400.00	175.00	$52,500.00	198.86	$59,658.00
43	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	200.00	$10,000.00	155.00	$7,750.00	60.00	$3,000.00
44	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	236.00	$11,800.00	155.00	$7,750.00	60.00	$3,000.00
45	TRENCH SAFETY SYSTEM	1 LS	5,000.00	5,000.00	10,000.00	$10,000.00	23,000.00	$23,000.00	2,793.66	$2,793.66
46	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	1020 LF	105.00	107,100.00	103.00	$105,060.00	155.00	$158,100.00	111.07	$113,291.40
47	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	11 EA	1,000.00	11,000.00	2,050.00	$22,550.00	780.00	$8,580.00	1,271.38	$13,985.18
48	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	2,000.00	2,000.00	1,620.00	$1,620.00	1,000.00	$1,000.00	1,271.38	$1,271.38
49	PLUGGING EXISTING PIPE	2 EA	500.00	1,000.00	450.00	$900.00	720.00	$1,440.00	380.49	$760.98
50	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	5,000.00	5,000.00	7,300.00	$7,300.00	5,000.00	$5,000.00	6,984.14	$6,984.14
51	HYDRANT ASSEMBLY	6 EA	10,000.00	60,000.00	7,500.00	$45,000.00	15,000.00	$90,000.00	9,493.55	$56,961.30
52	TRENCH EXC. FOR WATER SERVICE TAP	100 LF	90.00	9,000.00	73.00	$7,300.00	130.00	$13,000.00	45.84	$4,584.00
53	ESC LEAD	1 LS	5,000.00	5,000.00	165.00	$165.00	7,250.00	$7,250.00	698.41	$698.41
54	INLET PROTECTION	40 EA	125.00	5,000.00	74.00	$2,960.00	40.00	$1,600.00	64.49	$2,579.60

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2022069			Engineer's Estimate		GRANITE CONSTRUCTION COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
28	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	260 SY	50.00	13,000.00	42.00	$10,920.00
29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	5930 SY	70.00	415,100.00	49.00	$290,570.00
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 7 INCH THICK	750 SY	95.00	71,250.00	104.00	$78,000.00
31	PAVEMENT REPAIR EXCAVATION INCL. HAUL	10290 SY	30.00	308,700.00	40.00	$411,600.00
32	MANHOLE - 48 IN. DOGHOUSE	2 EA	10,000.00	20,000.00	20,000.00	$40,000.00
33	CATCH BASIN TYPE 1	15 EA	3,500.00	52,500.00	7,500.00	$112,500.00
34	CATCH BASIN TYPE 2	2 EA	4,000.00	8,000.00	12,000.00	$24,000.00
35	CATCH BASIN TYPE 3	5 EA	5,000.00	25,000.00	13,000.00	$65,000.00
36	MH OR DW FRAME AND COVER (STANDARD)	10 EA	1,500.00	15,000.00	1,000.00	$10,000.00
37	MH OR DW FRAME AND COVER (LOCKABLE)	1 EA	1,200.00	1,200.00	1,300.00	$1,300.00
38	FRAME AND GRATE FOR CB OR GRATE INLET	4 EA	1,000.00	4,000.00	1,200.00	$4,800.00
39	VALVE BOX AND COVER	9 EA	1,000.00	9,000.00	550.00	$4,950.00
40	MANHOLE TEST (WATER EXFILTRATION OR VACUUM	2 EA	2,000.00	4,000.00	2,000.00	$4,000.00
41	CLEANING EXISTING DRAINAGE STRUCTURE	13 EA	500.00	6,500.00	375.00	$4,875.00
42	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION	300 CY	210.00	63,000.00	200.00	$60,000.00
43	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	65.00	$3,250.00
44	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	80.00	$4,000.00
45	TRENCH SAFETY SYSTEM	1 LS	5,000.00	5,000.00	15,000.00	$15,000.00
46	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	1020 LF	105.00	107,100.00	220.00	$224,400.00
47	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	11 EA	1,000.00	11,000.00	2,400.00	$26,400.00
48	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	2,000.00	2,000.00	2,300.00	$2,300.00
49	PLUGGING EXISTING PIPE	2 EA	500.00	1,000.00	2,400.00	$4,800.00
50	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	5,000.00	5,000.00	20,000.00	$20,000.00
51	HYDRANT ASSEMBLY	6 EA	10,000.00	60,000.00	17,000.00	$102,000.00
52	TRENCH EXC. FOR WATER SERVICE TAP	100 LF	90.00	9,000.00	150.00	$15,000.00
53	ESC LEAD	1 LS	5,000.00	5,000.00	500.00	$500.00
54	INLET PROTECTION	40 EA	125.00	5,000.00	200.00	$8,000.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2022069			Engineer's Estimate		ACTIVE CONSTRUCTION INC (Submitted)		CAMERON REILLY (Submitted)		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
55	STREET CLEANING	50 HR	100.00	5,000.00	170.00	$8,500.00	325.00	$16,250.00	300.00	$15,000.00
56	TOPSOIL TYPE A, 12 INCH THICK	3100 SY	60.00	186,000.00	21.50	$66,650.00	27.00	$83,700.00	29.36	$91,016.00
57	BARK OR WOOD CHIP MULCH	125 CY	125.00	15,625.00	59.00	$7,375.00	114.00	$14,250.00	125.62	$15,702.50
58	ROCK MULCH	55 CY	115.00	6,325.00	102.00	$5,610.00	140.00	$7,700.00	152.93	$8,411.15
59	1 GALLON SHRUB	438 EA	40.00	17,520.00	6.45	$2,825.10	33.00	$14,454.00	36.18	$15,846.84
60	3 GALLON SHRUB	124 EA	50.00	6,200.00	14.00	$1,736.00	72.00	$8,928.00	79.19	$9,819.56
61	2 INCH CALIPER DECIDUOUS TREE	16 EA	600.00	9,600.00	171.00	$2,736.00	610.00	$9,760.00	675.89	$10,814.24
62	LANDSCAPE BOULDERS	52 EA	125.00	6,500.00	295.00	$15,340.00	130.00	$6,760.00	146.10	$7,597.20
63	IRRIGATION SYSTEM	1 LS	88,500.00	88,500.00	68,000.00	$68,000.00	89,000.00	$89,000.00	126,247.57	$126,247.57
64	CEMENT CONCRETE CURB	260 LF	40.00	10,400.00	35.50	$9,230.00	40.00	$10,400.00	52.07	$13,538.20
65	CEMENT CONCRETE CURB AND GUTTER	4910 LF	45.00	220,950.00	38.00	$186,580.00	47.00	$230,770.00	56.18	$275,843.80
66	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	1290 SY	110.00	141,900.00	80.00	$103,200.00	94.00	$121,260.00	95.56	$123,272.40
67	CHANNELIZING DEVICES - TYPE 4	66 EA	450.00	29,700.00	360.00	$23,760.00	260.00	$17,160.00	286.67	$18,920.22
68	MODIFY FENCING	1 LS	7,000.00	7,000.00	5,300.00	$5,300.00	2,000.00	$2,000.00	5,000.00	$5,000.00
69	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	2,500.00	2,500.00	7,300.00	$7,300.00	6,000.00	$6,000.00	6,689.06	$6,689.06
70	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	1,000.00	3,000.00	750.00	$2,250.00	850.00	$2,550.00	2,418.77	$7,256.31
71	CEMENT CONCRETE SIDEWALK	3380 SY	120.00	405,600.00	65.00	$219,700.00	84.00	$283,920.00	81.91	$276,855.80
72	EXTRA MATERIAL ALLOWANCE FOR COLORED CONCRETE	610 SY	75.00	45,750.00	23.00	$14,030.00	14.00	$8,540.00	27.30	$16,653.00
73	EXTRA WORK ALLOWANCE FOR STAMPED CONCRETE	610 SY	100.00	61,000.00	38.00	$23,180.00	30.00	$18,300.00	27.30	$16,653.00
74	RAMP DETECTABLE WARNING	560 SF	30.00	16,800.00	30.00	$16,800.00	60.00	$33,600.00	38.22	$21,403.20
75	TRAFFIC SIGNAL SYSTEM, PACIFIC AVENUE & BROWNE STREET	1 LS	148,000.00	148,000.00	200,000.00	$200,000.00	215,000.00	$215,000.00	218,000.00	$218,000.00
76	TRAFFIC SIGNAL SYSTEM, PACIFIC AVENUE & DIVISION STREET	1 LS	147,000.00	147,000.00	200,000.00	$200,000.00	215,000.00	$215,000.00	218,000.00	$218,000.00
77	COMMUNICATION CONDUIT SYSTEM	1 LS	85,000.00	85,000.00	38,700.00	$38,700.00	50,000.00	$50,000.00	38,000.00	$38,000.00
78	COMMUNICATION CABLES AND INTERFACES	1 LS	5,000.00	5,000.00	19,375.00	$19,375.00	20,000.00	$20,000.00	22,000.00	$22,000.00
79	CCTV SYSTEM, PACIFIC AVENUE & BROWNE STREET	1 LS	14,000.00	14,000.00	26,800.00	$26,800.00	11,500.00	$11,500.00	30,000.00	$30,000.00
80	CCTV SYSTEM, PACIFIC AVENUE & DIVISION STREET	1 LS	14,000.00	14,000.00	23,500.00	$23,500.00	11,500.00	$11,500.00	26,000.00	$26,000.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2022069			Engineer's Estimate		GRANITE CONSTRUCTION COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
55	STREET CLEANING	50 HR	100.00	5,000.00	275.00	$13,750.00
56	TOPSOIL TYPE A, 12 INCH THICK	3100 SY	60.00	186,000.00	24.00	$74,400.00
57	BARK OR WOOD CHIP MULCH	125 CY	125.00	15,625.00	140.00	$17,500.00
58	ROCK MULCH	55 CY	115.00	6,325.00	177.00	$9,735.00
59	1 GALLON SHRUB	438 EA	40.00	17,520.00	29.00	$12,702.00
60	3 GALLON SHRUB	124 EA	50.00	6,200.00	62.00	$7,688.00
61	2 INCH CALIPER DECIDUOUS TREE	16 EA	600.00	9,600.00	700.00	$11,200.00
62	LANDSCAPE BOULDERS	52 EA	125.00	6,500.00	225.00	$11,700.00
63	IRRIGATION SYSTEM	1 LS	88,500.00	88,500.00	105,000.00	$105,000.00
64	CEMENT CONCRETE CURB	260 LF	40.00	10,400.00	26.00	$6,760.00
65	CEMENT CONCRETE CURB AND GUTTER	4910 LF	45.00	220,950.00	30.00	$147,300.00
66	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	1290 SY	110.00	141,900.00	71.00	$91,590.00
67	CHANNELIZING DEVICES - TYPE 4	66 EA	450.00	29,700.00	340.00	$22,440.00
68	MODIFY FENCING	1 LS	7,000.00	7,000.00	2,500.00	$2,500.00
69	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	2,500.00	2,500.00	7,200.00	$7,200.00
70	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	1,000.00	3,000.00	1,700.00	$5,100.00
71	CEMENT CONCRETE SIDEWALK	3380 SY	120.00	405,600.00	61.00	$206,180.00
72	EXTRA MATERIAL ALLOWANCE FOR COLORED CONCRETE	610 SY	75.00	45,750.00	20.00	$12,200.00
73	EXTRA WORK ALLOWANCE FOR STAMPED CONCRETE	610 SY	100.00	61,000.00	20.00	$12,200.00
74	RAMP DETECTABLE WARNING	560 SF	30.00	16,800.00	28.00	$15,680.00
75	TRAFFIC SIGNAL SYSTEM, PACIFIC AVENUE & BROWNE STREET	1 LS	148,000.00	148,000.00	156,010.00	$156,010.00
76	TRAFFIC SIGNAL SYSTEM, PACIFIC AVENUE & DIVISION STREET	1 LS	147,000.00	147,000.00	157,550.00	$157,550.00
77	COMMUNICATION CONDUIT SYSTEM	1 LS	85,000.00	85,000.00	27,250.00	$27,250.00
78	COMMUNICATION CABLES AND INTERFACES	1 LS	5,000.00	5,000.00	16,030.00	$16,030.00
79	CCTV SYSTEM, PACIFIC AVENUE & BROWNE STREET	1 LS	14,000.00	14,000.00	8,450.00	$8,450.00
80	CCTV SYSTEM, PACIFIC AVENUE & DIVISION STREET	1 LS	14,000.00	14,000.00	8,450.00	$8,450.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2022069			Engineer's Estimate		ACTIVE CONSTRUCTION INC (Submitted)		CAMERON REILLY (Submitted)		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
81	RECTANGULAR RAPID FLASHING BEACON SYSTEM, PACIFIC AVE & SHERMAN ST	1 LS	20,000.00	20,000.00	26,800.00	$26,800.00	38,000.00	$38,000.00	30,000.00	$30,000.00
82	DIRECTIONAL BORING	550 LF	50.00	27,500.00	142.50	$78,375.00	325.00	$178,750.00	115.00	$63,250.00
83	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	35,000.00	35,000.00	41,800.00	$41,800.00	55,000.00	$55,000.00	61,293.64	$61,293.64
84	REMOVAL OF EXISTING PAVEMENT MARKINGS	400 SF	10.00	4,000.00	8.00	$3,200.00	5.00	$2,000.00	5.46	$2,184.00
85	PAVEMENT MARKING - DURABLE HEAT APPLIED	4300 SF	15.00	64,500.00	11.00	$47,300.00	14.50	$62,350.00	16.38	$70,434.00
86	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	23 EA	400.00	9,200.00	231.00	$5,313.00	245.00	$5,635.00	273.02	$6,279.46
Bid Total				**$4,082,327.00**		**$3,365,365.00**		**$3,850,000.00**		**$4,399,479.08**

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2022069			Engineer's Estimate		GRANITE CONSTRUCTION COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
81	RECTANGULAR RAPID FLASHING BEACON SYSTEM, PACIFIC AVE & SHERMAN ST	1 LS	20,000.00	20,000.00	35,800.00	$35,800.00
82	DIRECTIONAL BORING	550 LF	50.00	27,500.00	170.00	$93,500.00
83	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	35,000.00	35,000.00	39,500.00	$39,500.00
84	REMOVAL OF EXISTING PAVEMENT MARKINGS	400 SF	10.00	4,000.00	7.50	$3,000.00
85	PAVEMENT MARKING - DURABLE HEAT APPLIED	4300 SF	15.00	64,500.00	10.50	$45,150.00
86	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	23 EA	400.00	9,200.00	217.00	$4,991.00
Bid Total				**$4,082,327.00**		**$4,633,131.00**

City Of Spokane
Engineering Services Department
Bid Tabulation

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Total
ENGINEER'S ESTIMATE	4,082,327.00	0.00	0.00	0.00	4,082,327.00
ACTIVE CONSTRUCTION INC (Submitted)	3,365,365.00	0.00	0.00	0.00	3,365,365.00
CAMERON REILLY (Submitted)	3,850,000.00	0.00	0.00	0.00	3,850,000.00
HALME CONSTRUCTION INC (Submitted)	4,399,479.08	0.00	0.00	0.00	4,399,479.08
GRANITE CONSTRUCTION COMPANY (Submitted)	4,633,131.00	0.00	0.00	0.00	4,633,131.00

Low Bid Contractor: ACTIVE CONSTRUCTION INC

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	3,365,365.00	4,082,327.00	17.56	% Under Estimate
Schedule 02	0.00	0.00		% Under Estimate
Schedule 03	0.00	0.00		% Under Estimate
Schedule 04	0.00	0.00		% Under Estimate
Bid Totals	3,365,365.00	4,082,327.00	17.56	% Under Estimate

Client#: 142662 ACTICONS3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Propel Insurance
1201 Pacific Avenue; Suite 1000
COM Construction
Tacoma, WA 98402-4321

CONTACT NAME: Anna Reid
PHONE (A/C, No, Ext): 800 499-0933 **FAX (A/C, No):** 866 577-1326
E-MAIL ADDRESS: anna.reid@propelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Ins Co of Hartford	20478
INSURER B : Continental Insurance Company	35289
INSURER C : The Hanover Insurance Company	22292
INSURER D : Valley Forge Insurance Company	20508
INSURER E :	
INSURER F :	

INSURED
Active Construction Inc
PO Box 430
Puyallup, WA 98371-0162

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5093447379	06/15/2026	06/15/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X PD Ded:5,000						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			5093447351	06/15/2026	06/15/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR			5093447365	06/15/2026	06/15/2027	EACH OCCURRENCE	$9,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$9,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		5093447379 WA Stop Gap ONLY	06/15/2026	06/15/2027	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Installation Fltr			RH2J04401104	06/15/2026	06/15/2027	$1,500,000 Limit $2,500 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: ACI Job #26-025 2022069 Pacific Ave. Greenway

CERTIFICATE HOLDER
City of Spokane
998 East North Foothills Drive
Spokane, WA 99208

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
Brent E. Heilesen

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Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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5. **Broad Named Insured**
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25. **Waiver of Subrogation – Blanket**
26. **Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs**

Policy No:
Endorsement No:
Effective Date:

Insured Name:

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

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E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

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in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

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But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

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:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

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(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

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 the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies 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;

(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.

8. ELECTRONIC DATA LIABILITY

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

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(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** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

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.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

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;

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; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

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10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

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i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

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, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or

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maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** 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 rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

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C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: @@@@@@@@@@@@@@; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

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The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

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Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

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A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amend to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

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C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No:
Endorsement No:
Effective Date:

Insured Name:

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization from whom you are required by **written contract** to add as an additional insured on this **Coverage Part** 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:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract** but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard** limited only to:

1. The **written contract** requires you to provide the additional insured such coverage;

2. This **Coverage Part** provides such coverage.

C. Subject only to the terms and conditions of this policy including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than you are required to provide by the **written contract**; or

2. A higher limit of insurance than you are required to provide by the **written contract**.

Any coverage provided by this **PART I.** shall apply only to the extent permissible by law.

II. If the prior endorsement required additional insured coverage under the 07 04 edition of CG 20 10 or CG 20 37 the following paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization from whom you are required by **written contract** to add as an additional insured on this **Coverage Part** 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:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract** but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard** limited only to:

1. The **written contract** requires you to provide the additional insured such coverage;

2. This **Coverage Part** provides such coverage.

III. But only the **written contract** requires:

A. Additional insured coverage under the CG 85 edition, CG 10 edition or CG 20 10 or under the CG 20 10 edition or CG 20 37 or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization from whom you are required by **written contract** to add as an additional insured on this **Coverage Part** but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** limited to such subject **written contract**.

IV. But only the **written contract** requires additional insured coverage to the greatest extent permissible by law then paragraph **I.** above is deleted in its entirety and replaced by the following:

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

WHO IS AN INSURED is amended to include as an **Insured** any person or organization from you are required by **written contract** to add as an additional insured on this **Coverage Part** but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** performed under such **written contract**.

V. The insurance provided by this endorsement to the additional insured does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

A. 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, drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities;

B. Any premises or portion thereof for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

This insurance is primary to other insurance available to the additional insured under which the additional insured is a named insured, if and to the extent required by **written contract**. The insurance provided by this policy shall be:

1. Primary and noncontributing with any other insurance available to the additional insured; or

2. Primary to and not seek contribution from any other insurance available to the additional insured.

But only to the extent specified above with respect to any other insurance available to the additional insured.

VII. Solely with respect to the insurance provided by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to add:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured must also agree to this endorsement will not be enforceable:

1. Give the insurer prompt notice of any **claim** or any **occurrence** or offense which may result in a **claim**;

2. Send the insurer copies of all legal papers received, and other evidence in the investigation, defense or settlement of the **claim**; and

3. Make available any other insurance and self-insurance for loss under this **coverage part** to any other insurer or self-insurer to the policy or program limits required by the **written contract** with respect to **3.** does not apply to other insurance under which the additional insured is named insured.

The insurer has no duty to defend or indemnify an additional insured under this endorsement until the insurer receives written notice of a **claim** from the additional insured.

VIII. Solely with respect to the insurance provided by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or agreement that requires you to name a person or organization as an additional insured on this **Coverage Part** provided the contract or agreement:

A. Is executed prior to:

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

1. T□e **bodily injury** or **property damage** □or
2. T□e o□□e□□e □□□□c□u□ed □□e **personal and advertising injury**□

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B. I□ □ill i□ e□□ec□□□□□□e □ime o□□□e **bodily injury** or **property damage occurrence** or **personal and advertising injury** o□□e□□e□

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ACTIVE CONSTRUCTION, INC.

Business name: ACTIVE CONSTRUCTION, INC.

Entity type: Profit Corporation

UBI #: 273-001-533

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5110 RIVER RD E
TACOMA WA 98443-2638

Mailing address: PO BOX 430
PUYALLUP WA 98371-0162

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Page 1 of 3

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Auburn General Business - Non-Resident	BUS-27200			Active	Dec-31-2026	Sep-14-2022
Bremerton General Business - Non-Resident	34028			Active	Dec-31-2026	Jun-01-2020
Burien General Business - Non-Resident	02107			Active	Dec-31-2026	May-20-2020
Carnation General Business - Non-Resident				Active	Dec-31-2026	Sep-15-2022
Centralia General Business - Non-Resident				Active	Dec-31-2026	Jan-17-2024
Cheney General Business - Non-Resident				Active	Sep-30-2026	Sep-08-2025
Cle Elum General Business - Non-Resident				Active	Dec-31-2026	Jan-09-2024
East Wenatchee General Business - Non-Resident				Active	Dec-31-2026	Jun-28-2023
Eatonville General Business - Non-Resident				Active	Dec-31-2026	Jul-12-2022
Enumclaw General Business - Non-Resident	BUS2024-0132			Active	Dec-31-2026	Apr-11-2024
Federal Way General Business - Non-Resident	17-101998-00-BL			Active	Dec-31-2026	May-02-2017
Fife General Business - Non-Resident				Active	Dec-31-2026	Nov-14-2024

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Franklin County General Business - Non-Resident	4169			Active	Dec-31-2026	Dec-20-2023
Gig Harbor General Business - Non-Resident	14			Active	Dec-31-2026	Dec-12-2007
Issaquah General Business - Non-Resident				Active	Dec-31-2026	May-24-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CECCANTI, DAVID	
GARMS, ROSEMARIE A	
HEATHERS, RYAN	

Registered Trade Names

Registered trade names	Status	First issued
ACI	Active	Aug-01-2013
ACI, INC.	Active	Aug-01-2013

The Business Lookup information is updated nightly. Search date and time: 7/1/2026 9:27:13 AM

Contact us

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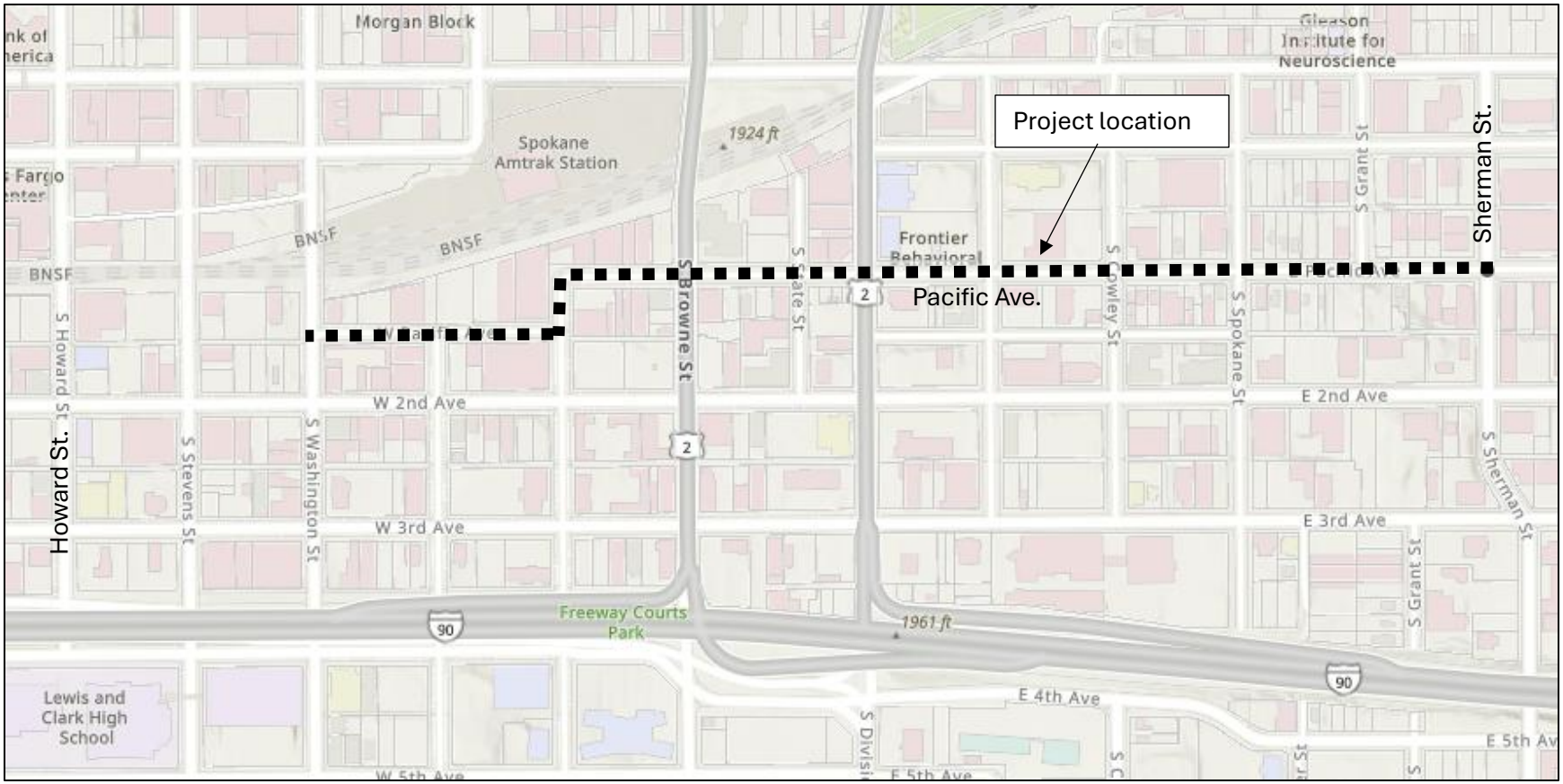
Take our survey!

Don't see what you expected?
Check if your browser is supported


Project location
Howard St.
Sherman St.
Pacific Ave.
Morgan Block
Spokane Amtrak Station
1924 ft
Gleason Institute for Neuroscience
Frontier Behavioral
BNSF
BNSF
BNSF
S Howard St
S Stevens St
S Washington St
S Browne St
S Cedar St
S Cowley St
S Spokane St
S Grant St
S Sherman St
W 2nd Ave
E 2nd Ave
W 3rd Ave
E 3rd Ave
E 4th Ave
E 5th Ave
W 5th Ave
Freeway Courts Park
1961 ft
Lewis and Clark High School
2
90

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/15/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/10/2026		
Clerk's File #	OPR 2025-0161		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	JON KLAPP 6036	**Requisition #**	
Contact E-Mail	JKLAPP@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	HOST HOMES CONTRACT AMENDMENT		

Agenda Wording

Amendment to shift $10k from a Continuum of Care program to another program, Host Homes, operated by Catholic Charities to increase utilization of funds.

Summary (Background)

Catholic Charities operates a Host Homes program through the Continuum of Care Grant program, a regional funding program offered by the HUD. This amendment to the Host Homes contract shifts $10k from another Continuum of Care program to allow for fuller utilization of the federal grant dollars offered through the CoC. The City administers contracts for the Continuum of Care as its Collaborative Applicant for funding, however no City funds are impacted by this shift. This shift impacts the current funding year exclusively, running from 8/1/2025-7/31/2026.

What impacts would the proposal have on historically excluded communities?

This action allows for greater service level support for those individuals within the host homes program – specifically, youth experiencing homelessness

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data relating to participants in this program are captured via the Homeless Management Information System (HMIS), as with all CoC programs.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Performance data, is reviewed continuously by the Continuum of Care and its subcommittees to ensure effective and optimal fund utilization and performance.

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 shift allows for the continuing pursuit of the Spokane Regional Continuum of Care's mission to make homelessness, rare, brief, and non-recurring.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This project funding increase does not impact City funds, but allows for the subrecipient contract with Catholic Charities to be adjusted to take on in funds returned from CoC projects .

Amount		Budget Account
Neutral	$ 10,000.00	# 1541-95600-65410-54201-72624
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	jklapp@spokanecity.org
dnorman@spokanecity.org	

Amendment Request Form

Contract Information

Contract #: OPR 2025-0161
Organization: Catholic Charities
Project Name: Host Homes - WA0526
Program Professional:

What type of change is being requested?
- ☒ Budget – With Cost
- ☐ Budget – No Cost
- ☐ Scope of Work
- ☐ Term
- ☐ Other

Which party initiated this change?
- ☐ City
- ☒ Subrecipient/Agency Partner
- ☐ Funder (HUD, Commerce, etc.)

What is the effective date of this change? 06/01/2026

Please describe your request:

Amending the budget for this contract to reflect project's needs for the remainder of the current operating year. Additionally, adding $10k to the supportive services category of the budget, reallocated from other YHDP programming.

If this is a budget revision, please update the chart below:

Budget Category	Original Budget	Adjustment Request	Budget After Adjustment
SS-Direct Provision of Services (Activity)	$10,800.00	$20,000.00	$30,800.00
SS - Case Management (Staff)	$31,806.00	($5,000.00)	$26,806.00
SS - Outreach Services	$31,806.00	($5,000.00)	$26,806.00
Administrative Costs	$3,507.00	0	$3,507.00
Total Budget	$77,919.00	$10,000.00	$87,919.00

Sharon Stadelman — Subrecipient Signature — 5.5.26 — Date

Jon Klapp — CHHS Program Staff Signature — 5.28.2026 — Date

Andrew Duffey — CHHS Accounting Staff Signature — Date

CHHS ACCOUNTING STAFF ONLY:
- ☐ This request requires a formal contract amendment
  - ☐ AGENDA
  - ☐ MINOR
- ☐ This request does not require a formal contract amendment

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/23/2026
		Clerk's File #	CPR 2026-0002
		Cross Ref #	
Council Meeting Date: 07/15/2026		**Project #**	
Submitting Dept	ACCOUNTING	**Bid #**	
Contact Name/Phone	BRUCE 625-6005	**Requisition #**	
Contact E-Mail	BGELTING@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5600-CLAIMS THRU 6-19-2026		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 06/19/2026. Total $5,376,554.61 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $4,658,725.03.

Summary (Background)

Pages 1-32 Check Numbers: 620111 -620259 Credit Card Numbers: 003219 - 003241 ACH Payment Numbers: 153480 - 153686 On file for review in City Clerks Office: 32 Page listing of Claims.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 4,658,725.03	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
ACCOUNTSPAYABLE@SPOKANECITY.ORG	

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	111,456.20
1100	STREET FUND	42,964.66
1200	CODE ENFORCEMENT FUND	646.15
1300	LIBRARY FUND	19,660.41
1360	GENERAL FUND GRANTS	1,410.39
1400	PARKS AND RECREATION FUND	35,806.76
1425	AMERICAN RESCUE PLAN	38,117.40
1440	FIRE GRANTS MISCELLANEOUS	3,133.61
1460	PARKING METER REVENUE FUND	2,905.07
1500	PATHS AND TRAILS RESERVE FUND	3,501.02
1560	FORFEITURES & CONTRIBUTION FND	310.92
1620	PUBLIC SAFETY & JUDICIAL GRANT	3,488.00
1640	COMMUNICATIONS BLDG M&O FUND	5,251.82
1910	CRIMINAL JUSTICE ASSISTANCE FD	744,358.06
1940	CHANNEL FIVE EQUIPMENT RESERVE	6,457.98
1970	SPOKANE FIRE DEPARTMENT	91,335.76
3200	ARTERIAL STREET FUND	277,500.94
3500	KENDALL YARDS TIF	333,879.92
4100	WATER & HYDROELECTRIC SERVICES	202,225.13
4250	INTEGRATED CAPITAL MANAGEMENT	202,849.43
4300	WASTEWATER MANAGEMENT FUND	353,840.77
4480	SOLID WASTE FUND	614,185.51
4600	GOLF FUND	5,798.00
4700	DEVELOPMENT SERVICES	23,814.16
5100	FLEET SERVICES FUND	69,357.07
5200	PUBLIC WORKS AND UTILITIES	2,164.48
5300	IT FUND	44,034.05
5500	PURCHASING AND CONTRACTS	277.29
5600	ACCOUNTING SERVICES	796.08
5700	SPOKANE 311	67.79
5810	WORKERS' COMPENSATION FUND	12,919.25
5830	EMPLOYEES BENEFITS FUND	834,226.10
5900	FACILITIES MANAGEMENT FUND OPS	18,435.79
5902	PROPERTY ACQUISITION POLICE	28,920.77
6060	EMPLOYEES' RETIREMENT FUND	23.56
6070	FIREFIGHTERS' PENSION FUND	74,733.45
6080	POLICE PENSION FUND	51,757.06
6730	PARKING & BUSINESS IMPROV DIST	171,570.31
6920	CLAIMS CLEARING FUND	250.00
	TOTAL:	4,434,431.12

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	1,794.51	31.84	635.88
00620111	AIRGAS SPECIALTY PRODUCTS IN	44,066.85		
00620112	AT&T MOBILITY	11,330.71		
00620113	CENTURYLINK	6,314.70		
00620114	COMCAST	366.71		
00620115	BENJAMIN DEIBEL	38.28		
00620116	FOUR LLC	4,302.50		
00620117	ASHLEY ANNE KENNER	1,744.00		
00620118	RONALD M TILTON	135.13		
00620119	JULIE CHAMBERLIN	115.54		
00620120	ARTHUR G YEARTY, CONSERVATOR	33.69		
00620121	TIMOTHY KELLY	231.29		
00620122	FAMILY PROMISE OF SPOKANE	64.85		
00620123	MEADOWLANE GREENS CONSTRUCTI	34.61		
00620124	RUFUS HOEFER	111.26		
00620125	HORIZON DEVELOPMENT GROUP	9.82		
00620126	TIMOTHY FISCHER	161.78		
00620127	AMERICAN REALTY	81.36		
00620128	HELEN M JONES	203.92		
00620129	STEPHEN AND MARY SCHELL	156.85		
00620130	ANGIES TACOS	105.00		
00620131	BLACK REALTY MANAGEMENT	38.00		
00620132	CSC RIVERTON REALTY	246.00		
00620133	DOWNTOWN SPOKANE PARTNERSHIP	1,689.34		
00620134	WFG NATIONAL TITLE CO OF EAS	20,000.00		
00620135	BROADWAY ELECTRIC	51.25		
00620136	ELEMENTS OF HOSPITALITY	310.70		
00620137	HN CONVENT LLC	456.80		
00620138	ALISON & BEN BRAST	2,485.00		
00620139	SAM'S LAWN TREE AND LANDSCAP	45.00		
00620140	VALLEY EMPIRE COLLECTIONS	43.36		
00620141	THE WILTON APTS	38.00		
00620144	LINDE GAS & EQUIPMENT INC	99.55		
00620145	NEIL J MICHAELSON	445.98		
00620146	RICKY L HARRISON	11.45		
00620147	NORTH SPOKANE IRRIGATION	108.92		
00620148	G & W SUPPLY	432.88		
00620149	AMY PLASS	1,744.00		
00620150	ANNE RAVEN	344.31		
00620151	SPOKANE CITY TREASURER	4,361.69		
00620152	APPLIED CONCEPTS	16,596.29		
00620153	UNITED RENTALS NW INC	750.73		
00620154	WA STATE DEPT OF LICENSING	348.73		
00620155	WASTE MANAGEMENT OF WA DBA	71,431.15		
00620156	OVERHEAD DOOR CORPORATION	1,082.97		
00620157	BRIAN BRISENDINE JR	132.00		
00620159	DAXTER COSTER	100.00		
00620160	AUDRIANA SMITH	100.00		
00620161	CARDIO PARTNERS	2,574.76		
00620162	COMCAST	214.87		
00620163	BOARD OF REGISTRATION FOR PR	133.00		
00620164	STEWART, SCOTT R	250.00		
00620165	WA STATE DEPT OF REVENUE	6,372.81		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00620168	ADAMS TRACTOR CO INC			903.07
00620169	BASELINE INC			955.72
00620170	CANNON HILL INDUSTRIES INC			910.00
00620171	CENTURYLINK			946.13
00620172	CIRCLE M CONSTRUCTION &			128.13
00620173	WATERCO OF THE PACIFIC NORTH			195.60
00620174	DIG STUDIO INC			4,972.65
00620175	GENERAL STORE INC			139.68
00620176	GIBSON'S NURSERY & LANDSCAPE			701.61
00620177	HERRES BACKFLOW & CONSTRUCTI			1,420.56
00620178	NW SEED & PET INC			125.40
00620179	OMNIPARK INC			207.29
00620180	POOL WORLD INC			2,121.78
00620181	SPOKANE REGIONAL HEALTH DIST			500.00
00620182	SWIRE PACIFIC HOLDINGS, INC			1,169.52
00620183	UNIVERSITY OF IDAHO			137.77
00620185	OVERHEAD DOOR CORPORATION			745.67
00620187	EMPRES HOME CARE OF BELLINGH	1,937.00		
00620188	CENTER POINT PUBLISHING INC		349.98	
00620189	REMELISA CULLITAN		122.89	
00620190	DIMENSIONAL COMMUNICATIONS I		300.03	
00620191	ENVISIONWARE INC		512.04	
00620192	LPM SUPPLY INC		1,293.70	
00620193	BELEN VARGAS ALONSO		75.00	
00620194	ADRIANA JANOVICH		120.00	
00620195	WASHINGTON TRAILS ASSOCIATIO		75.00	
00620196	SPOKANE PUBLIC LIBRARY IMPRE		27.99	
00620197	SPOKANE REGIONAL HEALTH DIST	2,528.29		
00620241	PENSER NORTH AMERICA INC	12,540.25		
00620242	CENTURYLINK			108.55
00620243	CENTURYLINK COMMUNICATIONS I			526.93
00620244	COMCAST			188.40
00620245	COMCAST			188.40
00620246	COMCAST			198.03
00620247	COMCAST			224.34
00620248	COMCAST			790.50
00620250	DE LAGE LANDEN FINANCIAL SVC			1,178.80
00620251	GENERAL STORE INC			123.69
00620252	GOLF CARS ETC/DIV OF H A V I			220.94
00620253	ARLO HUBER & SON INC			7,403.00
00620254	SPOKANE PUBLIC SCHOOLS			98.00
00620255	ANNA HALLORAN			150.00
00620256	NW PLAYGROUND EQUIPMENT INC			4,269.73
00620257	SPOKANE REGIONAL HEALTH DIST			11,250.00
00620258	SWIRE PACIFIC HOLDINGS, INC			1,416.08
00620259	TECH 1 ESPRESSO SERVICES LLC			93.98
70003219	ALASKA RUBBER GROUP INC	180.85		
70003220	BI INC	13,279.94		
70003221	CONSOLIDATED SUPPLY CO	2,321.32		
70003222	GALLS LLC	590.21		
70003223	GORDON TRUCK CENTERS INC DBA	132.56		
70003224	HUGHES FIRE EQUIPMENT INC	2,597.40		
70003225	NORCO INC	1,131.86		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
70003226	POLYDYNE INC	34,022.84		

70003227	SPOKANE TRANSIT AUTHORITY	4,868.40		
70003228	NORTHWEST INDUSTRIAL SERVICE			205.00
70003229	CINTAS CORPORATION			83.21
70003230	GALLS LLC	16,438.82		
70003231	HORIZON DISTRIBUTORS			1,850.60
70003232	MACDONALD-MILLER FACILITY			3,279.55
70003233	PLANET TURF			523.68
70003234	SPOKANE POWER TOOL & HDWE			114.52
70003235	ACI NORTHWEST INC			72,404.44
70003236	HARRINGTON INDUSTRIAL PLASTI			1,306.61
70003237	HORIZON DISTRIBUTORS			1,935.53
70003238	HOTSY OF SPOKANE LLC	11,219.84		
70003239	NATIONAL COLOR GRAPHICS INC			185.47
70003240	PLANET TURF			3,047.99
70003241	SPOKANE POWER TOOL & HDWE			44.70
80153480	ABSOLUTE DRUG TESTING LLC	1,287.00		
80153481	ACTION MATERIALS	1,151.65		
80153482	ALSCO DIVISION OF ALSCO INC	562.77		
80153483	AMERICAN SPRINKLER REPAIR	1,903.80		
80153484	APPLIED CONTROL EQUIPMENT LL	703.40		
80153485	APPLIED INDUSTRIAL	9,291.90		
80153486	ASSETWORKS INC	164.44		
80153487	ATS INLAND NW LLC	99,067.16		
80153488	AVISTA UTILITIES	228,501.35		
80153489	BANNER FURNACE & FUEL	288.02		
80153490	BARR-TECH LLC	226,598.47		
80153491	BELL & ASSOCIATES INC	16,550.00		
80153492	BUDINGER & ASSOCIATES INC	25,773.64		
80153493	DOWNTOWN SPOKANE PARTNERSHIP	150,651.96		
80153494	CARAHSOFT TECHNOLOGY CORP	57,604.26		
80153495	CLUB PROPHET SYSTEMS			163.65
80153496	COLEMAN OIL COMPANY LLC	20,265.74		
80153497	COLUMBIA RIVER CARBONATES	26,351.03		
80153498	CDA WASHINGTON LLC	294.57		
80153499	COPIERS NORTHWEST INC	11,547.24		
80153500	CHRISTINA COTY	58.15		
80153501	CRITTER CONTROL OF GREATER	710.23		
80153502	L N CURTIS & SONS	366.58		
80153503	DATA DIMENSIONS LLC	309.00		
80153504	DAVID CLARK COMPANY INC	273.50		
80153505	DEVRIES INFORMATION MANAGEME	805.24		
80153506	EAST SPOKANE BUSINESS	19,229.01		
80153507	ECOCHEM ANALYTICS INC	3,480.00		
80153508	ENTERPRISE FM TRUST			26,657.57
80153509	EUROFINS ENVIRONMENT TESTING	261.00		
80153510	EVERGREEN STATE TOWING LLC	566.23		
80153511	EYEMART EXPRESS LLC	700.00		
80153512	FASTENAL CO	4,379.47		
80153513	FEDERAL EXPRESS CORP/DBA FED	63.33		
80153514	GORLEY LOGISTICS LLC	204.49		
80153515	FINLEY BUTTES LIMITED	178,109.10		
80153516	GREYSTONE PARTNERS INC	28,920.77		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153517	HYDRAULICS PLUS INC	4,686.83		
80153518	INLAND ENVIRONMENTAL RESOURC	17,664.30		
80153519	KBG DEVELOPMENTS LLC	242.03		
80153520	LIFE ASSIST INC	7.81		
80153521	D P LUND COMPANY	1,948.75		

80153522	MARTIN LUTHER KING JR FAMILY	20,745.90			
80153523	MCCOY POWER CONSULTANTS INC	7,900.00			
80153524	MES I ACQUISITION INC	5,125.26			
80153525	OXARC LLC	2,563.29			
80153526	PARAMETRIX INC	36,184.09			
80153527	PIERSON FERDINAND LLP	6,930.00			
80153528	POMP'S TIRE SERVICE INC	2,005.79			
80153529	PROVOST PROFESSIONAL	460.59			
80153530	REHN & ASSOCIATES	432.00			
80153531	MARY F ROE				724.50
80153532	SEVA WORKSHOP LLC	33,458.50			
80153533	SPOKANE COUNTY TREASURER	839,777.66			
80153534	SPOKANE INT'L AIRPORT	475.60			
80153535	SPOKANE PRO CARE INC	463.68			
80153536	STERICYCLE INC	79.08			
80153537	SUMMIT LAW GROUP PLLC	5,489.50			
80153538	TWO RIVERS TERMINAL LLC	9,211.67			
80153539	VERIZON WIRELESS	5,202.02			
80153540	VESTIS GROUP INC	44.25			
80153541	VWR INTERNATIONAL	442.77			
80153542	WEATHERPROOFING TECHNOLOGIES	4,614.93			
80153543	WHITNEY EQUIPMENT COMPANY LL	1,843.51			
80153544	YWCA	4,976.18			
80153545	SEAN CHAMPOUX	136.01			
80153546	SARAH FOLEY	412.39			
80153547	STEPHANIE FOSTER	123.18			
80153548	NIKKI HANSHAW	55.10			
80153549	KYLE L MCGUIRE	163.00			
80153550	ANGELA TAGNANI	8.50			
80153551	A1 TREE SERVICE LLC				3,922.15
80153552	ALS CANADA LTD	7,742.00			
80153553	ALSC ARCHITECTS				15,850.00
80153554	BOWMAN CONSULTING GROUP LTD	11,676.25			
80153555	C & C YARD CARE				15,720.22
80153556	CATHOLIC CHARITIES	63,122.78			
80153557	NCH CORPORATION				495.26
80153558	CIVTECH INC	273.00			
80153559	CRITTER CONTROL OF GREATER				5,236.80
80153560	DOPPELMAYR USA INC				1,825.63
80153561	DRY BOX INC				436.40
80153562	EMPIRE SPRAY SERVICE				2,029.27
80153563	ENVIRONMENT CONTROL OF SPOKA	6,428.80			
80153564	FAMILY PROMISE OF SPOKANE	1,394.15			
80153565	FINALCOVER LLC	9,096.00			
80153566	FIREPOWER INC	1,112.83			
80153567	FRANCIS AVENUE HARDWARE				15.25
80153568	GOLF COURSE SUPERINTENDENT				275.00
80153569	W W GRAINGER INC	153.44			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153570	GROUNDWATER SOLUTIONS INC	5,976.00		
80153571	HDR ENGINEERING INC	3,100.51		
80153572	MARUBENI AMERICA CORPORATION			879.29
80153573	CPM DEVELOPMENT CORP DBA	23,556.90		
80153574	INLAND INFRASTRUCTURE LLC	249,606.10		
80153575	INLAND POWER & LIGHT CO			153.22
80153576	THE LANDS COUNCIL			3,380.64
80153577	MICHAEL TERRELL LANDSCAPE			16,076.25
80153578	MID CITY CONCERNS INC			1,543.75

80153579	MOTOROLA SOLUTIONS INC	1,208.50			
80153580	NORTH GORGE RESIDENTIAL	333,879.92			
80153581	NW HANDLING SYSTEMS INC	1,328.05			
80153582	NW PUMP & EQUIPMENT CO				70.53
80153583	OSBORN CONSULTING INC	6,536.74			
80153584	PMTECH INC	950.00			
80153585	PROPAGANDA CREATIVE LLC	16,614.44			
80153586	SHEA CARR & JEWELL INC				5,365.00
80153587	SITEONE LANDSCAPE SUPPLY LLC				1,190.72
80153588	SPOKANE NEIGHBORHOOD ACTION	75,903.15			
80153589	SOUTHSIDE SENIOR & COMMUNITY				7,736.84
80153590	PEROVICH PARTNERS INC				37.83
80153591	HESTON HARDWARE				273.69
80153592	SPOKANE EMERGENCY PHYSICIANS	8,431.30			
80153593	SPOKANE HOUSING AUTHORITY	23,073.76			
80153594	SPOKANE SOFTBALL UMPIRE ASSO				711.90
80153595	STONEWAY ELECTRIC SUPPLY				152.17
80153597	AARON THEISEN				935.00
80153598	ULINE INC				270.02
80153599	US BANK P CARD PAYMENTS	674.10			
80153600	WEST CENTRAL COMMUNITY				6,056.25
80153601	WESTERN GLOVE INC				243.01
80153602	WILBUR ELLIS COMPANY				223.62
80153603	AMY LINDSEY				132.00
80153604	AVISTA UTILITIES		5,710.23		
80153605	BRODART CO		538.84		
80153606	CATHOLIC CHARITIES	7,752.87			
80153607	COMPASSIONATE ADDICTION	13,197.51			
80153608	DRY BOX INC	654.60			
80153609	GSC MEALS ON WHEELS	42,938.16			
80153610	HWC CONSULTANTS LLC		4,000.00		
80153611	INGRAM LIBRARY SERVICES LLC		4,864.10		
80153613	K & L GATES LLP	7,200.00			
80153614	KEY CODE MEDIA INC		1,623.19		
80153615	LUTHERAN COMMUNITY SERVICES	8,021.34			
80153616	DAVIS MEDIA LLC		2,145.60		
80153617	MIDWEST TAPE		780.35		
80153618	OVERDRIVE INC		12,895.61		
80153619	PARTNERS WITH FAMILIES &	8,637.88			
80153620	PERFORMANCE SYSTEMS		84.35		
80153621	PLACER LABS INC		693.88		
80153622	PREMERA BLUE CROSS OR	819,696.50			
80153623	VAN NESS FELDMAN LLP	5,228.98			
80153624	YWCA	54,115.03			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153625	CARRIE ANNE JAHNS			182.00
80153626	CATHERINE G BAKKEN		50.75	
80153627	REBEKAH MACE		25.96	
80153628	JUAN JUAN MOSES		27.19	
80153629	NEIL, MASON		109.11	
80153630	TED L RAIL	499.00		
80153631	LINDA R THRASH	1,640.00		
80153632	AHBL INC			356.54
80153633	SAULGILL LLC	872.00		
80153634	BATTERY SYSTEMS INC			298.57
80153635	BERK CONSULTING INC	4,658.90		
80153636	RYAN BREITHAUPT	92,591.57		
80153637	CAMERON-REILLY LLC			156,688.17

80153638	CANON FINANCIAL SERVICES INC	8,058.13		
80153639	CLEAN ENERGY INC	22,502.62		
80153640	COFFMAN ENGINEERS INC	6,289.50		
80153641	COLEMAN OIL COMPANY LLC			3,797.56
80153642	STEVE CONNER			22,451.13
80153643	CORBIN SENIOR ACTIVITY CENTE			2,612.50
80153644	CREEK AT QUALCHAN GOLF COURS			19,897.72
80153645	CRITTER CONTROL OF GREATER	976.45		
80153646	DELTA DENTAL OF WASHINGTON	46,562.29		
80153647	DOUGLAS CO INC			177.00
80153648	FASTENAL CO			138.22
80153649	FRANCIS AVENUE HARDWARE			31.39
80153650	W W GRAINGER INC			1,522.58
80153651	MARUBENI AMERICA CORPORATION			2,770.93
80153652	WILLAR CORP dba			385.94
80153653	TRINA JULIAN			2,000.00
80153654	KAISER FOUNDATION HEALTH PLA	91,589.82		
80153655	MARTIN LUTHER KING JR FAMILY			3,483.33
80153656	NORTHEAST YOUTH CENTER			11,628.17
80153657	NOVUS AUTO GLASS	681.11		
80153658	OCCUPATIONAL HEALTH SOLUTION	70.00		
80153659	OXARC LLC			8.72
80153660	PACIFIC GOLF TURF LLC			5,914.80
80153661	PACIFIC EDUCATION INSTITUTE			2,067.74
80153662	PLACE LANDSCAPE ARCHITECTURE			86,870.53
80153663	PLANTS OF THE WILD			3,015.80
80153664	REXEL INC			1,425.79
80153665	SANDBAGGERS CLUB LLC			18,179.61
80153666	SENSKE PEST CONTROL	2,603.15		
80153667	SHERWIN WILLIAMS CO			250.11
80153668	SHI CORP			96.29
80153669	SIMPLOT PARTNERS			1,018.13
80153670	SITEONE LANDSCAPE SUPPLY LLC			1,452.68
80153671	SMITH WESTERN CO			368.85
80153672	PEROVICH PARTNERS INC			2,059.61
80153673	HESTON HARDWARE			298.78
80153674	SPOKANE COUNTY TREASURER	644.19		
80153675	SPOKANE LILAC FESTIVAL			29,460.13
80153676	STRUCTURED COMMUNICATION	29,483.53		
80153677	T & T GOLF MANAGEMENT INC			38,159.30

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153678	THE HUNTINGTON NATIONAL BANK			9,423.06
80153679	URM STORES INC			365.15
80153680	US BANK P CARD PAYMENTS	90,620.03		
80153681	VERIZON WIRELESS			850.37
80153682	VERMEER MOUNTAIN WEST INC			589.40
80153683	WESTERN EQUIPMENT DISTRIBUTO			1,651.11
80153684	WESTERN GLOVE INC			148.80
80153685	BRYANT, SARA			106.00
80153686	KELLEY STRANGE			58.88
		4,658,725.03	36,457.63	681,371.95

CITYWIDE TOTAL: 5,376,554.61

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80153533	94,815.95
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70003227	4,868.40
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80153537	5,489.50
TOTAL FOR 0020 - NONDEPARTMENTAL		105,173.85

0030 - OFFICE OF POLICE OMBUDS

CHRISTINA COTY	LOCAL MILEAGE ACH PMT NO. - 80153500	58.15
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	66.55
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80153680	11.67
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		136.37

0100 - GENERAL FUND

ALISON & BEN BRAST 1502 E 36T AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00620138	2,485.00
ELEMENTS OF HOSPITALITY ATTN: MOLLY PIKE	PERMIT REFUNDS PAYABLE CHECK NO. - 00620136	310.70
SAM'S LAWN TREE AND LANDSCAPIN 12402 N DIVISION ST #290	PERMIT REFUNDS PAYABLE CHECK NO. - 00620139	45.00
US BANK P CARD PAYMENTS	ACCOUNTS RECEIVABLE-MISC ACH PMT NO. - 80153680	28.36
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80153680	202,029.36-
VALLEY EMPIRE COLLECTIONS 8817 E MISSION AVE STE 101	PERMIT REFUNDS PAYABLE CHECK NO. - 00620140	43.36
WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	DEPOSIT-SALES TAX CHECK NO. - 00620165	6,059.96
TOTAL FOR 0100 - GENERAL FUND		193,056.98-

0230 - CIVIL SERVICE

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80153680	1,377.10

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80153680	995.73
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153680	3,696.00
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	336.34
	TOTAL FOR 0230 - CIVIL SERVICE	6,405.17

0260 - OFFICE OF THE CITY CLERK

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	119.53
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	95.00
	TOTAL FOR 0260 - OFFICE OF THE CITY CLERK	214.53

0320 - COUNCIL

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	145.65
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	2,015.46
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	2,114.72
	TOTAL FOR 0320 - COUNCIL	4,275.83

0330 - COMMUNICATIONS & MARKETING

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80153513	13.67
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80153680	5,530.78
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	28.03
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153539	211.37
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	31.85

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 0330 - COMMUNICATIONS & MARKETING	5,815.70

0370 - ENGINEERING SERVICES

PMTECH INC	CONTRACTUAL SERVICES	

DBA PMWEB	ACH PMT NO. - 80153584	633.33
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153680	452.36
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	661.79
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	1,267.34
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	65.99
TOTAL FOR 0370 - ENGINEERING SERVICES		3,080.81

0410 - FINANCE AND ADMINISTRATION

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	22.81
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	24.09
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	458.10
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	245.00
TOTAL FOR 0410 - FINANCE AND ADMINISTRATION		750.00

0470 - ARTS, CULTURE, & HISTORIC PRES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	42.65
TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES		42.65

0500 - OFFICE OF THE CITY ATTORNEY

GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80153514	25.56
RICKY L HARRISON 1206 W NORA AVE	WITNESS FEES CHECK NO. - 00620146	11.45

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	CLE TRAVEL ACH PMT NO. - 80153680	321.00
US BANK P CARD PAYMENTS	JUDGEMENTS/DAMAGES ACH PMT NO. - 80153680	224.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	41.00-
WA STATE DEPT OF LICENSING ATTN: RECORD REQUEST UNIT	WITNESS FEES CHECK NO. - 00620154	348.73

YWCA	PROFESSIONAL SERVICES ACH PMT NO. - 80153544	4,976.18
	TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY	5,865.92

0520 - OFFICE OF THE MAYOR

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	56.28
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80153680	535.79
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	1,519.47
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153539	85.68
	TOTAL FOR 0520 - OFFICE OF THE MAYOR	2,197.22

0550 - NEIGHBORHOOD SERVICES

US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80153680	1,072.64
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	24.63
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	8.64
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	74.86
	TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	1,180.77

0560 - MUNICIPAL COURT

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80153505	153.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80153674	1,247.84
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	259.64
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	316.94
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	64.33
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	250.00

US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153680	44.00
TOTAL FOR 0560 - MUNICIPAL COURT		2,336.11

0620 - HUMAN RESOURCES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	391.32
TOTAL FOR 0620 - HUMAN RESOURCES		391.32

0650 - PLANNING SERVICES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	104.73
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	19.45
TOTAL FOR 0650 - PLANNING SERVICES		124.18

0680 - POLICE

APPLIED CONCEPTS DBA STALKER RADAR	IF CAPITAL COMMISSIONING CHECK NO. - 00620152	16,596.29
CARAHSOFT TECHNOLOGY CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80153494	57,604.26
CARDIO PARTNERS	OPERATING SUPPLIES CHECK NO. - 00620161	2,574.76
COMCAST	IT/DATA SERVICES CHECK NO. - 00620162	214.87
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153499	248.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80153499	11,299.20
FINALCOVER LLC	SOFTWARE MAINTENANCE ACH PMT NO. - 80153565	9,096.00
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80153566	1,112.83
FOUR LLC DBA FOUR FOUR INC	SOFTWARE MAINTENANCE CHECK NO. - 00620116	4,302.50
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003230	4,507.16
GALLS LLC	PROTECTIVE GEAR/CLOTHING CREDIT CARD PMT NO. - 70003230	11,931.66
MOTOROLA SOLUTIONS INC	IF CAPITAL COMMISSIONING	

	ACH PMT NO. - 80153579	1,208.50
NW HANDLING SYSTEMS INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80153581	1,328.05
PIERSON FERDINAND LLP	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80153527	6,930.00
US BANK P CARD PAYMENTS	BACKGROUND CHECKS	
	ACH PMT NO. - 80153680	740.90
US BANK P CARD PAYMENTS	IF CAPITAL COMMISSIONING	
	ACH PMT NO. - 80153680	204.02
US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80153680	462.39
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80153680	8,176.69
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80153680	198.04
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80153680	3,084.74
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80153680	114.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80153680	1,018.29
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80153680	3,813.66
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80153680	838.20
US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80153680	457.21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80153680	1,886.66
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80153680	21.82
VESTIS GROUP INC	LAUNDRY/JANITORIAL SERVICES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80153540	44.25
W W GRAINGER INC	OPERATING SUPPLIES	
DBA GRAINGER	ACH PMT NO. - 80153569	153.44
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	3.79
TOTAL FOR 0680 - POLICE		150,172.22

0690 - COMMUNITY JUSTICE SERVICES

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80153480	1,287.00

BI INC	PROFESSIONAL SERVICES CREDIT CARD PMT NO. - 70003220	13,279.94
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80153505	64.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	13.64
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		14,644.58

0700 - PUBLIC DEFENDER

PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80153529	460.59
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	770.41
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	35.52
TOTAL FOR 0700 - PUBLIC DEFENDER		1,266.52

0750 - COMMUNITY/ECONOMIC DEV SVC

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	163.64
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	72.08

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	203.71
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		439.43

1100 - STREET FUND

BOARD OF REGISTRATION FOR PROF PO BOX 3777	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00620163	133.00
BUDINGER & ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153492	25,773.64
COFFMAN ENGINEERS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153640	6,289.50
CRITTER CONTROL OF GREATER SPOKANE	PROFESSIONAL SERVICES ACH PMT NO. - 80153645	976.45
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80153680	544.41
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	338.40

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	2,808.92
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153680	734.17
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	18.17
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153680	5,262.92
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80153680	85.08
TOTAL FOR 1100 - STREET FUND		42,964.66

1200 - CODE ENFORCEMENT FUND

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80153505	230.04
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	116.72
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	78.68
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153680	220.71

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1200 - CODE ENFORCEMENT FUND		646.15

1300 - LIBRARY FUND

US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80153680	57.82
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80153680	3,589.15
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	212.37
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	7,856.89
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	14.18
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80153680	556.11
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80153680	1,437.39
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80153680	2,978.28
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	

	ACH PMT NO. - 80153680	2,844.92
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80153680	78.63
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	13.20
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	11.55
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES -	9.92
TOTAL FOR 1300 - LIBRARY FUND		19,660.41

1360 - GENERAL FUND GRANTS

US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80153680	1,148.44
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	126.35
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80153680	135.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1360 - GENERAL FUND GRANTS		1,410.39

1400 - PARKS AND RECREATION FUND

SAULGILL LLC DBA ARROWLEAF CONSULTING	CONTRACTUAL SERVICES ACH PMT NO. - 80153633	872.00
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80153680	1,806.20
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153680	516.32
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80153680	185.47
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80153680	1,536.23
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153680	1,737.54
US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY ACH PMT NO. - 80153680	1,030.17
US BANK P CARD PAYMENTS	LODGING ACH PMT NO. - 80153599	597.50
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	52.76
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80153680	9.60

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	778.85
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	9,559.96
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	1,085.00
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80153680	229.38
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80153680	2,085.46
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80153680	11,607.85
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153599	35.00
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80153680	513.38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80153680	510.44
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153680	636.00
WA STATE DEPT OF REVENUE	ADVERTISING -	33.64
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	104.83
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	15.73
WA STATE DEPT OF REVENUE	LODGING -	54.37
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	140.52
WA STATE DEPT OF REVENUE	PERMITS/OTHER FEES -	3.74
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -	3.19
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	7.75
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	57.88
TOTAL FOR 1400 - PARKS AND RECREATION FUND		35,806.76

1425 - AMERICAN RESCUE PLAN

BERK CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153635	4,658.90
SEVA WORKSHOP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80153532	33,458.50
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		38,117.40

1440 - FIRE GRANTS MISCELLANEOUS

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	1,545.06
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	1,588.55
TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS		3,133.61

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1460 - PARKING METER REVENUE FUND

GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003222	468.73
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80153680	1,613.81
US BANK P CARD PAYMENTS	LEGAL SERVICES ACH PMT NO. - 80153680	18.54
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	35.94
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	79.99
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80153680	1.70
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80153680	679.08
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	7.28
TOTAL FOR 1460 - PARKING METER REVENUE FUND		2,905.07

1500 - PATHS AND TRAILS RESERVE FUND

US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80153680	1,435.56
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	2,065.46
TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND		3,501.02

1560 - FORFEITURES & CONTRIBUTION FND

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	310.92
	TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	310.92

1620 - PUBLIC SAFETY & JUDICIAL GRANT

AMY PLASS	PROFESSIONAL SERVICES CHECK NO. - 00620149	1,744.00
ASHLEY ANNE KENNER	PROFESSIONAL SERVICES CHECK NO. - 00620117	1,744.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	3,488.00

1640 - COMMUNICATIONS BLDG M&O FUND

ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153563	2,529.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80153512	76.09
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00620151	2,646.73
	TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	5,251.82

1910 - CRIMINAL JUSTICE ASSISTANCE FD

SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80153533	744,358.06
	TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD	744,358.06

1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	6,338.10
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	119.88
	TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE	6,457.98

1970 - SPOKANE FIRE DEPARTMENT

ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003219	180.85
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153482	562.77

ANGIES TACOS 2035 1/2 W NORTHWEST BLVD	PERMIT REFUNDS PAYABLE CHECK NO. - 00620130	105.00
ANNE RAVEN	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00620150	163.31
ANNE RAVEN	PER DIEM CHECK NO. - 00620150	181.00
AT&T MOBILITY	CELL PHONE CHECK NO. - 00620112	4,242.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00620112	7,087.88
BLACK REALTY MANAGEMENT 801 W RIVERSIDE STE 400	PERMIT REFUNDS PAYABLE CHECK NO. - 00620131	38.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80153496	20,265.74
CSC RIVERTON REALTY CAPITAL LLC	PERMIT REFUNDS PAYABLE CHECK NO. - 00620132	246.00
DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153504	273.50
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153563	3,899.80
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80153510	566.23
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80153512	1,171.54
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153512	34.44
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153512	88.40
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80153513	25.11
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003222	121.48
GALLS LLC	PERSONAL PROTECTIVE EQUIPMENT CREDIT CARD PMT NO. - 70003222	0.00
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003223	132.56
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003224	2,597.40
KBG DEVELOPMENTS LLC DBA TOWNS LIQUOR MART	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80153519	242.03
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153502	366.58

LIFE ASSIST INC	SAFETY SUPPLIES ACH PMT NO. - 80153520	7.81
MES I ACQUISITION INC DBA MES SERVICE COMPANY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153524	4,129.72
MES I ACQUISITION INC DBA MES SERVICE COMPANY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153524	995.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003225	929.86
NORCO INC	SAFETY SUPPLIES CREDIT CARD PMT NO. - 70003225	202.00
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00620156	298.17
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153528	1,593.39
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80153528	412.40
SARAH FOLEY	LODGING ACH PMT NO. - 80153546	248.43
SARAH FOLEY	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80153546	74.96
SARAH FOLEY	PER DIEM ACH PMT NO. - 80153546	89.00
SEAN CHAMPOUX	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153545	136.01
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00620151	1,714.96
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153592	8,431.30
STERICYCLE INC DBA SHRED-IT	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80153536	79.08
THE WILTON APTS PO BOX 2253	PERMIT REFUNDS PAYABLE CHECK NO. - 00620141	38.00
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80153680	56.34
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80153680	64.50
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80153680	554.35
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80153680	1,091.40
US BANK P CARD PAYMENTS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80153680	24.53
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	

	ACH PMT NO. - 80153680	8,214.66
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80153680	56.42

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	894.32
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80153680	145.08
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	3,303.89
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	1,826.01
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153680	1,235.36
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80153680	94.86
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80153680	11.67
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	275.28
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153680	3,295.48
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80153680	99.05
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153680	3,030.15
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153680	4,456.89
US BANK P CARD PAYMENTS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80153680	272.50
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	24.89
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	162.72
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	72.57
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	21.02
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -	25.05
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	20.84
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	8.10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	24.75
TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT		91,335.76

3200 - ARTERIAL STREET FUND

CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153573	23,556.90
INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153574	161,352.47
RYAN BREITHAUPT DBA BREITHAUPT & SONS	CONTRACTUAL SERVICES ACH PMT NO. - 80153636	92,591.57
TOTAL FOR 3200 - ARTERIAL STREET FUND		277,500.94

3500 - KENDALL YARDS TIF

NORTH GORGE RESIDENTIAL PARTNERS LLC	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80153580	317.93
NORTH GORGE RESIDENTIAL PARTNERS LLC	OTHER DEBT ACH PMT NO. - 80153580	333,561.99
TOTAL FOR 3500 - KENDALL YARDS TIF		333,879.92

4100 - WATER & HYDROELECTRIC SERVICES

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153481	558.04
AMERICAN REALTY 3426 W FRANCIS AVE	REFUNDS CHECK NO. - 00620127	81.36
ARTHUR G YEARTY, CONSERVATOR 11403 N VISTA RANCH PL	REFUNDS CHECK NO. - 00620120	33.69
ATS INLAND NW LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153487	99,067.16
BOWMAN CONSULTING GROUP LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80153554	3,892.08
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER CREDIT CARD PMT NO. - 70003221	2,321.32
DRY BOX INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80153608	654.60
FAMILY PROMISE OF SPOKANE ATTN: ACCOUNTING	REFUNDS CHECK NO. - 00620122	64.85

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153512	3,009.00
HELEN M JONES 7022 S BROOKSHIRE CT	REFUNDS CHECK NO. - 00620128	203.92
HORIZON DEVELOPMENT GROUP 4201 N DIVISION ST	REFUNDS CHECK NO. - 00620125	9.82
JULIE CHAMBERLIN 22944 JEFFERSON POINT RD NE	REFUNDS CHECK NO. - 00620119	115.54
K & L GATES LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80153613	7,200.00
LINDE GAS & EQUIPMENT INC DEPT 0812	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00620144	99.55
MEADOWLANE GREENS CONSTRUCTION ATTN: KURT PARAS	REFUNDS CHECK NO. - 00620123	34.61
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00620156	784.80
OXARC LLC	OPERATING SUPPLIES ACH PMT NO. - 80153525	2,563.29
RONALD M TILTON 20490 N 273RD AVE	REFUNDS CHECK NO. - 00620118	135.13
RUFUS HOEFER 2929 S WATERFORD DR APT 220	REFUNDS CHECK NO. - 00620124	111.26
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80153588	36,433.51
STEPHANIE FOSTER	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80153547	123.18
STEPHEN AND MARY SCHELL 5447 S SHORE DR	REFUNDS CHECK NO. - 00620129	156.85
TIMOTHY FISCHER 3630 E 51ST AVE APT B202	REFUNDS CHECK NO. - 00620126	161.78
TIMOTHY KELLY 23007 E SANSON LN	REFUNDS CHECK NO. - 00620121	231.29
UNITED RENTALS NW INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00620153	615.32
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153680	1,248.80
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153680	2,059.52
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	2,206.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	

	ACH PMT NO. - 80153680	645.56
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80153680	639.45
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	657.51
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80153680	128.00
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80153680	2,867.15
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80153680	1,137.58
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	600.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153680	20,429.38
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80153680	115.72
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153680	907.14
VAN NESS FELDMAN LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80153623	5,228.98
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153539	2,783.16
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	10.52
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -	54.60
WHITNEY EQUIPMENT COMPANY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153543	1,843.51
TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES		202,225.13

4250 - INTEGRATED CAPITAL MANAGEMENT

BRIAN BRISENDINE JR	PER DIEM CHECK NO. - 00620157	132.00
CIVTECH INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153558	273.00
GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153570	5,976.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153574	88,253.63
NEIL J MICHAELSON	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00620145	22.70

NEIL J MICHAELSON	PARKING/TOLLS (LOCAL) CHECK NO. - 00620145	9.28
NEIL J MICHAELSON	PER DIEM CHECK NO. - 00620145	414.00
OSBORN CONSULTING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153583	6,536.74
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153526	36,184.09
PMTECH INC DBA PMWEB	CONTRACTUAL SERVICES ACH PMT NO. - 80153584	316.67
SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	CONTRACTUAL SERVICES ACH PMT NO. - 80153593	23,073.76
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80153588	39,469.64
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	394.20
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	1,978.71
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	225.00-
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153539	40.01
	TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	202,849.43

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153481	593.61
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153488	61.63
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80153488	11.17
BOWMAN CONSULTING GROUP LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80153554	3,892.08
KYLE L MCGUIRE	REGISTRATION/SCHOOLING ACH PMT NO. - 80153549	163.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE INT'L AIRPORT	PERMITS/OTHER FEES ACH PMT NO. - 80153534	40.00
US BANK P CARD PAYMENTS	ALARM/SECURITY SERVICES ACH PMT NO. - 80153680	485.01
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153680	54.32

US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80153680	269.92
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	474.07
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	3,507.61
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	204.67
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80153680	692.79
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	1,024.85
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153680	2,638.30
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80153680	1,013.27
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80153680	133.23
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153539	828.50
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		16,088.03

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS CANADA LTD	TESTING SERVICES ACH PMT NO. - 80153552	7,742.00
ANGELA TAGNANI	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80153550	8.50
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153488	187,266.87
CENTURYLINK	TELEPHONE CHECK NO. - 00620113	2,198.31
COLUMBIA RIVER CARBONATES	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153497	26,351.03

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80153509	261.00
EYEMART EXPRESS LLC	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80153511	700.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80153513	24.55
G & W SUPPLY DBA PARAMOUNT SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00620148	432.88
HDR ENGINEERING INC	PROFESSIONAL SERVICES	

	ACH PMT NO. - 80153571	3,100.51
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153518	17,664.30
POLYDYNE INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70003226	34,022.84
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153538	9,211.67
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80153680	1,041.38
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	1,504.18
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	18,104.65
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	130.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	825.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153680	562.89
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80153680	1,323.33
VWR INTERNATIONAL	OPERATING SUPPLIES ACH PMT NO. - 80153541	442.77
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		312,918.66

4330 - STORMWATER

BOWMAN CONSULTING GROUP LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80153554	3,892.09
CENTURYLINK	TELEPHONE CHECK NO. - 00620113	584.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00620147	108.92
PROPAGANDA CREATIVE LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80153585	16,614.44
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153680	3,595.03
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153539	39.24
TOTAL FOR 4330 - STORMWATER		24,834.08

4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00620111	44,066.85
APPLIED CONTROL EQUIPMENT LLLP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153484	703.40
APPLIED INDUSTRIAL TECHNOLOGIES	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153485	9,291.90
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80153489	288.02
BELL & ASSOCIATES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80153491	8,275.00
D P LUND COMPANY	PROFESSIONAL SERVICES ACH PMT NO. - 80153521	1,948.75
ECOCHEM ANALYTICS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80153507	3,480.00
FINLEY BUTTES LIMITED PARTNERSHIP DBA FINLEY BUTTES	CONTRACTUAL SERVICES ACH PMT NO. - 80153515	178,109.10
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153517	4,686.83
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153523	7,900.00
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80153666	2,603.15
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80153534	435.60
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00620153	135.41
US BANK P CARD PAYMENTS	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80153680	354.58

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	4,654.73
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	461.52
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	5,979.99
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	310.00
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153680	708.39
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80153680	740.38
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80153680	530.00

US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153680	11,869.88
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80153680	151.63
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80153680	693.54
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	53.52
WA STATE DEPT OF REVENUE	PUBLICATIONS -	48.23
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	195.38
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	CONTRACTUAL SERVICES CHECK NO. - 00620155	71,431.15
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		360,106.93

4500 - SOLID WASTE COLLECTION

BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80153490	226,598.47
BELL & ASSOCIATES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80153491	8,275.00
HOTSY OF SPOKANE LLC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003238	11,219.84
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153535	463.68

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	1,030.98
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	198.94
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	1,189.17
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80153680	2,928.33
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80153680	65.35
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	77.44
TOTAL FOR 4500 - SOLID WASTE COLLECTION		252,047.20

4530 - SOLID WASTE LANDFILLS

US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	

	ACH PMT NO. - 80153680	1,101.31
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80153680	930.07
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		2,031.38

4600 - GOLF FUND

US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80153680	95.24
US BANK P CARD PAYMENTS	CLOTHING	
	ACH PMT NO. - 80153680	80.73
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80153680	290.37
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80153680	3,482.22
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80153680	277.39
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80153680	797.11
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80153680	769.48
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	5.46

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4600 - GOLF FUND		5,798.00

4700 - DEVELOPMENT SERVICES

BENJAMIN DEIBEL	PARKING/TOLLS (LOCAL)	
	CHECK NO. - 00620115	38.28
BROADWAY ELECTRIC	PERMIT REFUNDS PAYABLE	
14302 E BROADWAY AVE	CHECK NO. - 00620135	51.25
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80153505	204.48
HN CONVENT LLC	PERMIT REFUNDS PAYABLE	
PO BOX 2253	CHECK NO. - 00620137	456.80
US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80153680	70.26-
US BANK P CARD PAYMENTS	BANK FEES	
	ACH PMT NO. - 80153680	201.55
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80153680	403.33
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80153680	526.84

US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80153680	300.44
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80153680	42.39
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	445.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153539	813.96
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80153539	400.10
WFG NATIONAL TITLE CO OF EASTE 25 W CATALDO AVE STE B	PERMIT REFUNDS PAYABLE CHECK NO. - 00620134	20,000.00
TOTAL FOR 4700 - DEVELOPMENT SERVICES		23,814.16

5100 - FLEET SERVICES FUND

ASSETWORKS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153486	164.44
AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL ACH PMT NO. - 80153488	17,648.81

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153488	23,512.87
CLEAN ENERGY INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153639	22,502.62
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153657	681.11
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	162.64
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153680	1,524.40
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80153680	2,847.33
WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	WA DEPT OF REVENUE CHECK NO. - 00620165	312.85
TOTAL FOR 5100 - FLEET SERVICES FUND		69,357.07

5200 - PUBLIC WORKS AND UTILITIES

CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80153501	710.23
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	407.05

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	590.90
US BANK P CARD PAYMENTS	PERIPHERAL EQUIPMENT ACH PMT NO. - 80153680	77.76
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	324.77
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	53.77
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		2,164.48

5300 - IT FUND

CANON FINANCIAL SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80153638	8,058.13
CENTURYLINK	TELEPHONE CHECK NO. - 00620113	3,532.03
COMCAST	IT/DATA SERVICES CHECK NO. - 00620114	366.71

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80153505	153.36
STRUCTURED COMMUNICATION SYSTEMS INC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80153676	29,483.53
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80153680	192.65
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	282.98
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	137.61
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	742.56-
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80153680	976.95
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153680	1,568.09
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	24.57
TOTAL FOR 5300 - IT FUND		44,034.05

5500 - PURCHASING AND CONTRACTS

CDA WASHINGTON LLC DBA CONTRACT DESIGN	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80153498	294.57
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	

	ACH PMT NO. - 80153680	141.72
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153680	159.00-
TOTAL FOR 5500 - PURCHASING AND CONTRACTS		277.29

5600 - ACCOUNTING SERVICES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	297.08
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153680	499.00
TOTAL FOR 5600 - ACCOUNTING SERVICES		796.08

5700 - SPOKANE 311

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153680	67.79
TOTAL FOR 5700 - SPOKANE 311		67.79

5810 - WORKERS' COMPENSATION FUND

DATA DIMENSIONS LLC	INSURANCE ADMINISTRATION ACH PMT NO. - 80153503	309.00
OCCUPATIONAL HEALTH SOLUTIONS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80153658	70.00
PENSER NORTH AMERICA INC	PROFESSIONAL SERVICES CHECK NO. - 00620241	12,540.25
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		12,919.25

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80153646	40,550.29
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80153654	91,589.82
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80153622	701,653.99
REHN & ASSOCIATES SPOKANE CITY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80153530	432.00
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		834,226.10

5900 - FACILITIES MANAGEMENT FUND OPS

AMERICAN SPRINKLER REPAIR AND LANDSCAPE LLC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80153483	1,903.80
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80153514	178.93
NIKKI HANSHAW	LOCAL MILEAGE ACH PMT NO. - 80153548	55.10
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153680	1,999.54
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153680	127.36
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153680	9,555.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	0.64
WEATHERPROOFING TECHNOLOGIES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153542	4,614.93
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		18,435.79

5902 - PROPERTY ACQUISITION POLICE

GREYSTONE PARTNERS INC DBA GREYSTONE TACTICAL	MINOR EQUIPMENT ACH PMT NO. - 80153516	28,920.77
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		28,920.77

6100 - RETIREMENT

US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80153680	23.56
TOTAL FOR 6100 - RETIREMENT		23.56

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80153646	4,192.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80153622	70,042.45
TED L RAIL	SERVICE REIMBURSMENT ACH PMT NO. - 80153630	499.00
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		74,733.45

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80153646	1,820.00
EMPRES HOME CARE OF BELLINGHAM LLC	SERVICE REIMBURSEMENT CHECK NO. - 00620187	1,937.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80153622	48,000.06
	TOTAL FOR 6300 - POLICE PENSION	51,757.06

6730 - PARKING & BUSINESS IMPROV DIST

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DOWNTOWN SPOKANE PARTNERSHIP 818 W RIVERSIDE STE 120	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00620133	1,689.34
DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80153493	150,651.96
EAST SPOKANE BUSINESS ASSOCIATION	OTHER MISC CHARGES ACH PMT NO. - 80153506	19,229.01
	TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST	171,570.31

6920 - CLAIMS CLEARING FUND

STEWART, SCOTT R CITY EMPLOYEE # 21836	ACCOUNTS PAYABLE CHECK NO. - 00620164	250.00
	TOTAL FOR 6920 - CLAIMS CLEARING FUND	250.00
	TOTAL CLAIMS	4,434,431.12

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/22/2026
		Clerk's File #	CPR 2026-0002
		Cross Ref #	
Council Meeting Date: 07/15/2026		**Project #**	
Submitting Dept	ACCOUNTING	**Bid #**	
Contact Name/Phone	BRUCE 625-6005	**Requisition #**	
Contact E-Mail	BGELTING@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5600-CLAIMS THRU 6-26-2026		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 06/26/2026. Total $15,304,211.11 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $14,906,245.05.

Summary (Background)

Pages 1-50 Check numbers: 620260 - 620425 Credit Card numbers: 003242 - 003270 ACH payment numbers: 153687 - 153983 On file for review in City Clerks Office: 50 Page listing of Claims

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 14,906,245.05	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	LIPPS, JOSH		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List

ACCOUNTSPAYABLE@SPOKANECITY.ORG	

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	1,597,234.25
1100	STREET FUND	220,338.71
1200	CODE ENFORCEMENT FUND	23,721.14
1300	LIBRARY FUND	54,188.10
1360	GENERAL FUND GRANTS	0.00
1380	SPOKANE SAFE STREETS FOR ALL	17,778.50
1390	URBAN FORESTRY FUND	706.28
1400	PARKS AND RECREATION FUND	103,716.03
1430	GRANTS OPERATIONS	5,862.31
1440	FIRE GRANTS MISCELLANEOUS	51,364.30
1460	PARKING METER REVENUE FUND	25,371.62
1500	PATHS AND TRAILS RESERVE FUND	35.70
1510	SPOKANE UNITED 911 NETWORK	1,939.78
1560	FORFEITURES & CONTRIBUTION FND	3,233.72
1595	HEART FUND	2,381.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	10,974.82
1640	COMMUNICATIONS BLDG M&O FUND	13,979.55
1680	HOUSING AND HOMELESS SERVICES	9,971.64
1970	SPOKANE FIRE DEPARTMENT	440,874.78
3200	ARTERIAL STREET FUND	61,256.58
4100	WATER & HYDROELECTRIC SERVICES	532,282.95
4250	INTEGRATED CAPITAL MANAGEMENT	2,748,403.77
4300	WASTEWATER MANAGEMENT FUND	708,989.96
4480	SOLID WASTE FUND	552,651.64
4600	GOLF FUND	14,831.02
4700	DEVELOPMENT SERVICES	82,484.19
5100	FLEET SERVICES FUND	529,560.20
5110	FLEET SVCS EQUIP REPL FUND	406,067.23
5200	PUBLIC WORKS AND UTILITIES	49,720.84
5300	IT FUND	137,399.88
5500	PURCHASING AND CONTRACTS	7,027.95
5600	ACCOUNTING SERVICES	26,173.77
5700	SPOKANE 311	7,978.10
5750	OFFICE OF PERFORMANCE MGMT	4,888.55
5800	RISK MANAGEMENT FUND	208,872.78
5810	WORKERS' COMPENSATION FUND	1,283.26
5820	UNEMPLOYMENT COMPENSATION FUND	84.50
5830	EMPLOYEES BENEFITS FUND	1,689,067.42
5900	FACILITIES MANAGEMENT FUND OPS	146,736.34
5902	PROPERTY ACQUISITION POLICE	3,152.99
5903	PROPERTY ACQUISITION FIRE	65,900.32
5904	FACILITIES CAPITAL	5,390.00
6060	EMPLOYEES' RETIREMENT FUND	4,700.98
6070	FIREFIGHTERS' PENSION FUND	29,774.01
6080	POLICE PENSION FUND	16,971.77
6230	BUILDING CODE RECORDS MGMT	4,647.00
6250	MUNICIPAL COURT	76,320.42
6255	LAW ENFORCEMENT RECORDS MGMT	56,314.50
6960	SALARY CLEARING FUND NEW	3,721,782.23
	TOTAL:	14,484,387.38

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	6,648.92		17,167.05
00620260	AT&T MOBILITY	1,777.37		
00620261	CANON USA INC	6,065.97		
00620262	COMCAST	223.96		
00620263	WATERCO OF THE PACIFIC NORTH	236.75		
00620264	DGT ENTERPRISES LLC	14,100.00		
00620265	RAYMOND FOSTER	166.00		
00620266	YP AUTOMOTIVE INC	427.67		
00620267	GONZAGA UNIVERSITY	5,133.50		
00620268	HD SUPPLY INC	121.08		
00620269	JGW MACHINE LIMITED	20,300.00		
00620270	MELANIE KLITZKE	132.00		
00620271	GARY MENTCH	100.82		
00620272	CENTENNIAL HOMES LLC	115.06		
00620273	JONI RETEL	122.38		
00620274	THE EASY HOME BUYER LLC	109.04		
00620275	KBM DEVELOPMENT LLC	57.96		
00620276	LAURA YOUNG	136.78		
00620277	JESSE BROWN	117.92		
00620278	RICHARD JARMER	147.64		
00620279	CHENEY REALTY INC	146.96		
00620280	LENNAR NORTHWEST LLC	126.91		
00620281	MICHELLE BUEHLER	671.08		
00620282	LENNAR NORTHWEST LLC	101.37		
00620283	LENNAR NORTHWEST LLC	111.30		
00620284	LENNAR NORTHWEST LLC	139.14		
00620285	LENNAR NORTHWEST LLC	116.40		
00620286	LENNAR NORTHWEST LLC	115.14		
00620287	LENNAR NORTHEST LLC	118.94		
00620288	LENNAR NORTHWEST LLC	190.81		
00620291	LINDE GAS & EQUIPMENT INC	296.68		
00620292	GOOD TO GO!	8.00		
00620293	TAISIA MOGA	140.00		
00620294	RYAN R PENALUNA	166.00		
00620295	POINTE PEST CONTROL	130.92		
00620296	ORKIN	247.38		
00620297	SPOKANE CITY TREASURER OR	487,167.22		
00620298	SPOKANE COUNTY PROSECUTING	1,100.68		
00620299	VALMET INC	15,936.79		
00620300	WA STATE TREASURER	80,967.42		
00620301	WASTEQUIP WASHINGTON	21,616.61		
00620302	OVERHEAD DOOR CORPORATION	0.72		
00620303	RENEE ANN WITMER	2,730.00		
00620304	WA STATE DEPT OF REVENUE			185,855.43
00620305	PACIFICA LAW GROUP LLP	2,381.00		
00620306	WA STATE DEPT OF LICENSING	291.00		
00620307	WA STATE DEPT OF LICENSING	858.00		
00620308	WA STATE DEPT OF LICENSING	17,481.00		
00620309	WA STATE DEPT OF LICENSING	111.00		
00620310	WA STATE DEPT OF LICENSING	3,429.00		
00620311	WA STATE DEPT OF LICENSING	17,100.00		
00620312	BALL HORTICULTURAL CO			343.35
00620313	CAREER PATH SERVICES	997.50		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00620314	AT&T MOBILITY	566.22		
00620315	COMCAST	228.89		
00620316	COMCAST	214.87		
00620317	HD SUPPLY INC	246.47		
00620318	JENNIFER MCIVER	141.00		
00620320	MARTIN CORDEIRO	444.90		
00620321	JESSE G MOLINA	1,940.00		
00620322	RANDY NORD	325.34		
00620323	OAK HARBOR FREIGHT LINES INC	469.93		
00620324	SPOKANE COUNTY WATER DIST NO	174.35		
00620325	US BANK	22,039.88		
00620326	KYLE YRIGOLLEN	3,684.00		
00620327	HD SUPPLY INC		451.67	
00620328	BENJAMIN SMITH		240.00	
00620329	OUTDOOR HOME SERVICES HOLDIN		1,003.18	
00620330	CIRCLE M CONSTRUCTION &			238.62
00620331	WATERCO OF THE PACIFIC NORTH			162.87
00620332	ALAN HOGAN			400.00
00620333	CSWW INC			76.29
00620334	AMANDA BOYER	357.00		
00620386	AT&T MOBILITY	9.78		
00620387	COMCAST	4,575.42		
00620388	DETECTION INSTRUMENTS CORP	916.44		
00620389	CENTURYLINK			109.73
00620390	COMCAST			205.08
00620391	HAJOCA CORPORATION			48.10
00620392	KATHRYN WAGNER			450.00
00620393	KELLER SUPPLY COMPANY			759.01
00620394	MALLORY PAINT STORE INC			182.51
00620395	WALTER E NELSON CO			971.76
00620396	CHILD SUPPORT SERVICES	1,126.30		
00620397	WATERCO OF THE PACIFIC NORTH	142.62		
00620398	DUO-SAFETY LADDER CORP	87.90		
00620399	HUMAN RESOURCES	887.50		
00620400	HUNTER INDUSTRIAL	37,159.54		
00620401	ICMA RETIREMENT TRUST 457	552,981.31		
00620402	ICMA RETIREMENT TRUST 457 LO	62,486.68		
00620403	ING LIFE INSURANCE & ANNUITY	177,067.86		
00620404	SENIOR HOMES OF EASTERN WASH	152.39		
00620405	CAPGROW HOLDINGS JV SUB III	127.25		
00620406	JONATHAN FLOTH	140.42		
00620407	RUTH PAULOVIC	118.85		
00620408	PRESTIGE WORLDWIDE PROPERITE	1,031.98		
00620409	CAPGROW HOLDINGS JV SUB III	125.93		
00620410	JEROMY FARNSWORTH	3,050.54		
00620412	MECHANICAL SALES INC	36,673.97		
00620413	G & W SUPPLY	3,107.14		
00620414	PEOPLE QUALIFIED COMMITTEE	5.00		
00620415	PRE-PAID LEGAL SERVICES INC	355.12		
00620416	SPOKANE CITY TREASURER	4,574.63		
00620417	STATE DISBURSMENT UNIT	746.01		
00620418	CURTIS STRATTON	183.00		
00620419	EDWARD M TOMLINSON	350.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00620420	UNITED STATES TREASURY	12.50		

00620421	US BANK OR CITY TREASURER	2,091,422.17			
00620422	VOYA FINANCIAL LOAN REPAYMEN	6,199.71			
00620423	WA GET PROGRAM	375.00			
00620424	WA STATE SUPPORT REGISTRY OR	16,290.74			
00620425	WASHINGTON LEOFF	1,221,496.51			
70003242	NORTHWEST INDUSTRIAL SERVICE	5,223.76			
70003243	CINTAS CORPORATION	10,487.72			
70003244	CUES INC	5,549.35			
70003245	ELJAY OIL CO INC	6,063.16			
70003246	FOSTER GARVEY PC	3,414.50			
70003247	GALLS LLC	5,606.34			
70003248	GORDON TRUCK CENTERS INC DBA	19,490.90			
70003249	NORCO INC	930.77			
70003250	THOMAS DEAN & HOSKINS INC	18,793.42			
70003251	HORIZON DISTRIBUTORS				2,337.04
70003252	PLANET TURF				1,341.66
70003253	THOMSON WEST	5,840.10			
70003254	ALASKA RUBBER GROUP INC				31.03
70003255	CINTAS CORPORATION			77.04	83.21
70003256	GALLS LLC	36,203.36			
70003257	HORIZON DISTRIBUTORS				1,489.68
70003258	KERSHAWS INC	708.33			
70003259	O'REILLY AUTOMOTIVE STORES I				169.79
70003260	SPOKANE HOUSE OF HOSE INC	105.15			
70003261	SPOKANE POWER TOOL & HDWE			833.50	
70003262	CINTAS CORPORATION	154.92			83.21
70003263	CONSOLIDATED SUPPLY CO				114.52
70003264	ENDRESS+HAUSER INC	2,217.02			
70003265	GALLS LLC	2,704.28			
70003266	HORIZON DISTRIBUTORS				455.07
70003267	O'REILLY AUTOMOTIVE STORES I				10.29
70003268	ELJAY OIL CO INC	1,216.60			
70003269	GALLS LLC	185.62			
70003270	TITAN TRUCK EQUIPMENT	6,572.91			
80153687	ACTION MATERIALS	1,595.85			
80153688	ALSCO DIVISION OF ALSCO INC	2,807.59			
80153689	AMERICAN LOCK & KEY	463.68			
80153690	APOLLO SHEET METAL INC DBA	1,119.32			
80153691	APPLIED INDUSTRIAL SYSTEMS L	14,163.36			
80153692	ASSURANCE FITNESS REPAIR	1,069.18			
80153693	ATS INLAND NW LLC	8,198.76			
80153694	AVISTA CORPORATION	11,104.47			
80153695	AVISTA UTILITIES	57,440.38			
80153696	JOHN MENETTO	993.68			
80153697	BERK CONSULTING INC	2,931.25			
80153698	BRUCKNER TRUCK SALES INC	1,469.40			
80153699	CAMTEK INC	6,970.64			
80153700	NCH CORPORATION	2,340.21			
80153701	CINTAS CORPORATION NO 2	1,382.01			
80153702	CLARION ASSOCIATES LLC	27,138.69			
80153703	COLEMAN OIL COMPANY LLC	109,010.44			
80153704	COPIERS NORTHWEST INC	278.57			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153705	CORWIN OF SPOKANE LLC	677.79		
80153706	CUMMINS INC	15,445.27		
80153707	DAVID CLARK COMPANY INC	169.00		
80153708	DEVRIES INFORMATION MANAGEME	1,131.46		
80153709	THE DRAIN SPECIALISTS	540.05		

80153710	ELECTRONIC DATA COLLECTION	2,672.68
80153711	ENNIS FLINT INC	49,329.36
80153712	ENTERPRISE FM TRUST	4,397.31
80153713	EUROFINS ENVIRONMENT TESTING	99.00
80153714	EVERGREEN STATE TOWING LLC	650.24
80153715	FASTENAL CO	8,204.00
80153716	FEDERAL EXPRESS CORP/DBA FED	63.86
80153717	GORLEY LOGISTICS LLC	85.21
80153718	FIRE SYSTEMS WEST INC	338.21
80153719	FIREPOWER INC	458.23
80153720	FISHER SCIENTIFIC	774.55
80153721	MES I ACQUISITION INC	142.16
80153722	GRAYMAR ENVIRONMENTAL SERVIC	4,384.33
80153723	JASON HAWKINS	310.00
80153724	HEALTHCALL LLC	1,309.20
80153725	CPM DEVELOPMENT CORP DBA	91,658.85
80153726	INLAND POWER & LIGHT CO	216.36
80153727	INTEGRUS ARCHITECTURE PS	13,850.00
80153728	JENNY TUPPER	1,800.00
80153729	JEFF L ROGERS	294.51
80153731	JRM ENTERPRISES INC	3,742.00
80153732	KBG DEVELOPMENTS LLC	69.02
80153733	LANGUAGE LINE SERVICES	184.93
80153734	MACKAY METERS INC	13,185.83
80153735	NONICA ANDREW DBA MARSHALLES	2,195.00
80153736	MES I ACQUISITION INC	398.24
80153737	NICHOLAS MORSE	201.45
80153738	NEPTUNE TECHNOLOGY GROUP INC	610.96
80153739	NORLIFT INC	1,472.85
80153740	OXARC LLC	5,830.46
80153741	PAPE MACHINERY INC	4,469.77
80153742	PERMITIUM LLC	126.50
80153743	PETE LIEN & SONS INC	38,620.29
80153744	PMTECH INC	4,500.00
80153745	POLICE EXECUTIVE RESEARCH	11,200.00
80153746	POMP'S TIRE SERVICE INC	4,839.79
80153747	PROVIDENCE	600.00
80153748	RINGCENTRAL INC	1,514.69
80153749	SAFETY KLEEN CORPORATION	759.34
80153750	SHAMROCK MANUFACTURING INC	2,448.33
80153751	SHI CORP	272.58
80153752	SISTER CITIES ASSN OF SPOKAN	2,922.95
80153753	SITEONE LANDSCAPE SUPPLY LLC	56.70
80153754	SPOKANE COUNTY TREASURER	17,044.50
80153755	STARPLEX CORP	15,444.08
80153756	STERICYCLE INC	1,423.44
80153757	TACOMA SCREW PRODUCTS INC	60.35
80153758	TK ELEVATOR CORPORATION	30,438.94

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153759	TRUE CORPORATION	180.02		
80153760	US BANK OR CITY TREASURER	7,761.63		
80153761	VERIZON WIRELESS	882.72		
80153762	VESTIS GROUP INC	3,345.29		
80153763	WA STATE DEPT OF ECOLOGY	389.00		
80153764	WASHINGTON EQUIPMENT	8,318.92		
80153765	WAUSAU EQUIPMENT INC	112,975.23		
80153766	SHAMROCK AUTOMOTIVE	1,547.86		
80153767	CDL SOLUTIONS LLC	5,488.75		

80153768	JEANNE FINGER	166.00			
80153769	ERIC P HATTON	589.74			
80153770	JAMES SAKAMOTO	166.00			
80153771	JOHN MENETTO	3,808.00			
80153772	CATHOLIC CHARITIES	26,839.56			
80153773	COFFMAN ENGINEERS INC	140.00			
80153774	COLEMAN OIL COMPANY LLC				1,702.95
80153775	CRITTER CONTROL OF GREATER	4,527.65			
80153776	DELL MARKETING LP				1,760.00
80153777	DOUGLAS CO INC				2,056.32
80153778	DRNS CORP				1,144.72
80153779	FAHLO LLC				1,104.48
80153780	FAMILY PROMISE OF SPOKANE	8,322.90			
80153781	FASTENAL CO				232.80
80153782	MARUBENI AMERICA CORPORATION				7,043.15
80153783	HISTORICAL RESEARCH ASSOCIAT	9,960.75			
80153784	CHAMPION DISCS INC				1,255.56
80153785	ITRON INC	11,099.09			
80153786	SCP DISTRIBUTORS LLC				18,599.73
80153787	MATRIX CONSULTING GROUP LTD	29,940.00			
80153788	SITEONE LANDSCAPE SUPPLY LLC				1,353.08
80153789	SMITH WESTERN CO				1,228.32
80153790	TRANSITIONS	52,247.15			
80153791	VAN NESS FELDMAN LLP	924.00			
80153792	WESTERN EQUIPMENT DISTRIBUTO				111.91
80153793	WESTERN STATES EQUIPMENT CO				2,158.00
80153794	AIRGAS INC				196.21
80153795	APOLLO INC	232,370.82			
80153796	ARCHIVESOCIAL INC	18,045.06			
80153797	AVISTA UTILITIES			1,845.08	85,332.68
80153798	CATHOLIC CHARITIES	9,461.84			
80153799	NCH CORPORATION			870.38	
80153800	COMMONSTREET CONSULTING LLC	2,145.39			
80153801	COMMUNITY FRAMEWORKS	75,414.14			
80153802	COPIERS NORTHWEST INC	113.88			
80153803	DOWL LLC	17,050.00			
80153804	SHELLEY FAIRWEATHER-VEGA			195.29	
80153805	FASTENAL CO	1,395.28			
80153806	FOUR SEASONS SERVICES INC	11,885.54			
80153807	W W GRAINGER INC	57.29			
80153808	THE HIDE OUT/ROYCE SHIELDS	70.92			
80153809	HISPANIC BUSINESS ASSOCIATIO	5,059.70			
80153810	INDUSTRIAL BOLT & SUPPLY INC				281.79
80153811	INGRAM LIBRARY SERVICES LLC			7,018.53	

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153812	INLAND POWER & LIGHT CO	132.06		
80153813	INLANDER PUBLICATIONS INC		1,200.00	
80153814	INTERSTATE RESTORATION LLC	6,491.45		
80153815	J-U-B ENGINEERS INC	49,010.44		
80153816	KEY CODE MEDIA INC		10,797.63	
80153817	LIFE ASSIST INC	5,475.63		
80153818	MCGUIRE BEARING CO			70.49
80153819	MIDWEST TAPE		1,310.88	
80153820	NALCO CO	2,802.74		
80153821	NAPA AUTO PARTS			86.05
80153822	OVERDRIVE INC		10,138.75	
80153823	OXARC LLC	1,144.88		
80153824	PACIFIC POWER GROUP LLC	2,011.04		

80153825	PERFORMANCE SYSTEMS	492.00			
80153826	POMP'S TIRE SERVICE INC	19,535.57			
80153827	PREMERA BLUE CROSS OR	404,051.32			
80153828	LEPS-PSS PLLC DBA	5,600.00			
80153829	SAFETY KLEEN CORPORATION	396.84			
80153830	SAN DIEGO POLICE EQUIPMENT	85,523.49			
80153831	SHI CORP	78,475.46			
80153832	SITEONE LANDSCAPE SUPPLY LLC				291.72
80153833	SPOKANE NEIGHBORHOOD ACTION	179,435.52			
80153834	SPECIALTY MOBILE MIX INC	458.22			
80153835	HESTON HARDWARE				131.05
80153836	SPOKANE COUNTY TREASURER	264,303.06			
80153837	SPOKANE POLICE CHAPLAINCY	949.26			
80153838	COWLES PUBLISHING COMPANY	179.77			
80153839	TRANSITIONS	3,394.34			
80153840	UNITED LABORATORIES INC		406.29		
80153841	URM STORES INC				439.81
80153842	US BANK TRAVEL CARD	25,316.19			
80153843	US BANK OR CITY TREASURER	200,000.00			
80153844	US BANK P CARD PAYMENTS	57,597.67			
80153845	VERIZON WIRELESS	565.82	80.02		
80153846	VESTIS GROUP INC	1,545.68			
80153847	VOLUNTEERS OF AMERICA OF	2,871.15			
80153848	WCP SOLUTIONS		124.77		
80153849	WHITNEY EQUIPMENT COMPANY LL	76,937.32			
80153850	WILBERT PRECAST INC/DIV OF	11,717.64			
80153851	CRAIG E HULT	105.00			
80153852	MICHAEL KULSRUD	782.23			
80153853	MARK E LINDSEY	105.00			
80153854	NICOLE B PALMERTON	105.00			
80153855	SCOTT A STEPHENS	105.00			
80153856	KAREN STRATTON	105.00			
80153857	REMY THOMPSON	136.00			
80153858	JOHN TYLER	4,895.00			
80153859	ACTION MATERIALS	239.55			
80153860	VYANET OPERATIONS GROUP dba	240.79			
80153861	ALS LABORATORY GROUP	290.00			
80153862	AVISTA UTILITIES	24,876.79			
80153863	BROOKS APPLIED LABS LLC	1,100.00			
80153864	COLEMAN OIL COMPANY LLC	6,478.75			5,724.03

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153865	CORWIN OF SPOKANE LLC	14,388.70		
80153866	CUSTOM TRUCK ONE SOURCE INC	293,092.00		
80153867	DANA SAFETY SUPPLY INC	3,152.99		
80153868	DIRECT EDGE DENVER, LLC			1,305.58
80153869	DSI CONSTRUCTION INC	171,650.49		
80153870	EUROFINS ENVIRONMENT TESTING	148.00		
80153871	FEDERAL EXPRESS CORP/DBA FED	26.02		
80153872	FERGUSON ENTERPRISES INC	5,828.89		516.07
80153873	FRANCIS AVENUE HARDWARE			155.39
80153874	W W GRAINGER INC	7,541.66		
80153875	HISPANIC BUSINESS ASSOCIATIO	44,730.35		
80153876	IMPERIAL BAG & PAPER CO LLC			1,068.57
80153877	LANE MT SILICA CO			3,749.44
80153878	SCP DISTRIBUTORS LLC			1,529.58
80153879	M & L SUPPLY CO INC			319.13
80153880	MASTER CLASS BIG BAND	562.79		
80153881	MCCLINTOCK & TURK INC	1,704.88		

80153882	MILE HIGH SHOOTING ACCESSORI	313.51		
80153883	NE COMMUNITY CENTER ASSN	10,187.24		
80153884	THE PART WORKS INC			2,654.48
80153885	PATRIOT FIRE PROTECTION INC			363.30
80153886	REXEL INC			934.00
80153887	SENSKE PEST CONTROL	1,393.23		
80153888	SHERWIN WILLIAMS CO			600.52
80153889	SPRAY CENTER ELECTRONICS INC			1,304.42
80153890	SUNBELT RENTALS INC			447.95
80153891	URM STORES INC			225.07
80153892	US BANK TRAVEL CARD	1,560.47		
80153893	US BANK P CARD PAYMENTS	2,212.99		
80153894	LINDA R THRASH	1,640.00		
80153895	ABM INDUSTRY GROUPS LLC	13,739.84		
80153896	ABSOLUTE MACHINING SOLUTIONS	8,046.13		
80153897	AED INSTITUTE OF AMERICA INC	805.33		
80153898	AFLAC/AMERICAN FAMILY LIFE	13,193.52		
80153899	ALSCO DIVISION OF ALSCO INC	13.36		
80153900	APPLIED CONTROL EQUIPMENT LL	51.22		
80153901	AVIDEX INDUSTRIES LLC	15,170.46		
80153902	AVISTA CORPORATION	25,940.57		
80153903	AVISTA UTILITIES	35,769.96		809.40
80153904	INDUSTRIAL SERVICES SOLUTION	21,177.41		
80153905	BEARING DISTRIBUTORS INC	341.49		
80153906	BEACON SERVICE INC	767.27		
80153907	CASCADE AUTOMATION INC	1,418.30		
80153908	CITY OF DEER PARK	3,750.00		
80153909	COFFMAN ENGINEERS INC	6,744.00		
80153910	COMPUNET INC	8,318.88		
80153911	COPIERS NORTHWEST INC	100.52		
80153912	CRITTER CONTROL OF GREATER	1,307.02		
80153913	L N CURTIS & SONS	61,019.63		
80153914	DELTA DENTAL OF WASHINGTON	50,503.96		
80153915	DEVRIES INFORMATION MANAGEME	69.62		
80153916	DIGNITARY PROTECTION TEAM FU	260.00		
80153917	EDU MEMBERSHIP FUND	30.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153918	ELGA	6,668.90		
80153919	FISHER ROSEMOUNT SYSTEMS INC	1,210.15		
80153920	EVERGREEN STATE TOWING LLC	416.76		
80153921	GORLEY LOGISTICS LLC	59.64		
80153922	W W GRAINGER INC	3,319.58		
80153923	GRANICUS LLC	21,640.88		
80153924	POLICE GUILD LEGAL DEFENSE	634.00		
80153925	HASA INC	15,382.07		
80153926	HASKINS STEEL CO INC	579.59		
80153927	HRA VEBA TRUST	84,710.50		
80153928	INLAND POWER & LIGHT CO	958.70		
80153929	INTEGRUS ARCHITECTURE PS	5,390.00		
80153930	JOHNSON CONTROLS FIRE	2,849.30		
80153931	KAISER FOUNDATION HEALTH PLA	215,967.08		
80153932	KBG DEVELOPMENTS LLC	49.02		
80153933	KEMIRA WATER SOLUTIONS INC	91,165.55		
80153934	KITTELSON & ASSOCIATES INC	304.43		
80153935	LANGUAGE LINE SERVICES	363.06		
80153936	LANGUAGE SERVICES ASSOC INC	70.95		
80153937	LSB CONSULTING ENGINEERS PLL	5,857.50		
80153938	LT & CAPT ASSOCIATION - LTD	747.50		

80153939	LTS & CPTS LEGAL DEFENSE FUN	46.00
80153940	M & P ASSOCIATION	3,637.39
80153941	MCKINSTRY CO LLC	3,128.01
80153942	MES I ACQUISITION INC	4,723.05
80153943	MIA - MUJERES IN ACTION	52,815.84
80153944	NALCO CO	100.15
80153945	NAPA AUTO PARTS	1,645.60
80153946	GENUINE PARTS COMPANY	341,889.28
80153947	NEPTUNE TECHNOLOGY GROUP INC	20,423.52
80153948	NORIT AMERICAS INC	24,743.88
80153949	NORTHSTAR CHEMICAL INC	5,267.17
80153950	NORTHWEST OPEN ACCESS NETWOR	2,250.00
80153951	REPUBLIC SERVICES INC DBA	1,893.09
80153952	OXARC LLC	8,498.92
80153953	PERFORMANCE SYSTEMS	816.34
80153954	PHENOVA INC	524.80
80153955	PREMERA BLUE CROSS	73,625.58
80153956	PROVIDENCE	2,250.00
80153957	QUADIENT LEASING USA INC	12,927.67
80153958	REHN & ASSOCIATES	28,619.88
80153959	RENCORP REALTY LLC	15,497.00
80153960	MCA PLUMBING LLC	1,872.98
80153961	SAFE ENVIRONMENT ENGINEERING	30,000.00
80153962	SHI CORP	21,412.78
80153963	SPOKANE POLICE BENEFIT ASSOC	390.00
80153964	SPOKANE POLICE CHAPLAIN	6,088.50
80153965	SPOKANE POLICE K-9 MEMBERSHI	200.00
80153966	SPOKANE POLICE GUILD LONG	20,540.00
80153967	SPECIALTY MOBILE MIX INC	480.04
80153968	SPOKANE FIRE FIGHTERS BENEFI	89,330.79
80153969	SPOKANE FIRE FIGHTERS BENEFI	649.70
80153970	SPOKANE FIRE FIGHTERS BENEFI	938,720.00

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153971	SPOKANE POLICE GUILD FRATERN	850.68		
80153972	STANDARD INSURANCE COMPANY	12,275.00		
80153973	STARPLEX CORP	25,909.79		
80153974	SPOKANE POLICE SWAT TEAM	690.00		
80153975	SPOKANE POLICE TACTICAL TEAM	900.00		
80153976	TEEL INC	14,000.00		
80153977	UNITED STATES ELECTRIC CORP	4,800.40		
80153978	US BANK TRUST NA	1,250,436.80		
80153979	WA ST COUNCIL OF CITY & COUN	33,468.23		
80153980	WA STATE DEPT OF ECOLOGY	2,495,068.30		
80153981	WASHINGTON EQUIPMENT	13,678.00		
80153982	WESTSIDE MOTORSPORTS	151,429.48		
80153983	WSCCCE, AFSCME, AFL-CIO	414.60		
		14,906,245.05	36,593.01	361,373.05
				15,304,211.11

CITYWIDE TOTAL:

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

INTEGRUS ARCHITECTURE PS	SURVEYS/STUDIES ACH PMT NO. - 80153727	13,850.00
JENNIFER MCIVER 2914 SW 337TH ST	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00620318	141.00
SISTER CITIES ASSN OF SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80153752	2,922.95
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00620325	4,615.32-
TOTAL FOR 0020 - NONDEPARTMENTAL		12,298.63

0030 - OFFICE OF POLICE OMBUDS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	275.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	112.63
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	1,086.23
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153893	500.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153893	1,695.00
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	1,172.02
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	1,548.10
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	45.50
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -	154.25
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		6,588.73

0100 - GENERAL FUND

BERK CONSULTING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80153697	1,733.75
PERMITIUM LLC	ACCOUNTS RECEIVABLE-MISC ACH PMT NO. - 80153742	126.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00620298	1,100.68

US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80153844	57,597.67
US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80153892	58,659.47-
TOTAL FOR 0100 - GENERAL FUND		1,899.13

0230 - CIVIL SERVICE

CRAIG E HULT	OTHER MISC CHARGES ACH PMT NO. - 80153851	105.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	795.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	MERIT SYSTEM ANALYST III CHECK NO. - 00620401	75.00
KAREN STRATTON	OTHER MISC CHARGES ACH PMT NO. - 80153856	105.00
MARK E LINDSEY	OTHER MISC CHARGES ACH PMT NO. - 80153853	105.00
MARTIN CORDEIRO 6954 SARATOGA ESTATES DR	PROFESSIONAL SERVICES CHECK NO. - 00620320	444.90
NICOLE B PALMERTON	OTHER MISC CHARGES ACH PMT NO. - 80153854	105.00
SCOTT A STEPHENS	OTHER MISC CHARGES ACH PMT NO. - 80153855	105.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	171.84
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	3,783.54
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	4,075.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	5,572.09
TOTAL FOR 0230 - CIVIL SERVICE		15,442.72

0260 - OFFICE OF THE CITY CLERK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	310.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	2,149.29
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	3,157.79

TOTAL FOR 0260 - OFFICE OF THE CITY CLERK		5,617.08

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	1,285.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LEGISLATIVE ASSISTANT I & II CHECK NO. - 00620401	100.00
MATRIX CONSULTING GROUP LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80153787	29,940.00
MELANIE KLITZKE	PER DIEM CHECK NO. - 00620270	132.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	1,215.69
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80153755	266.43
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	5,002.21
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	3,548.93
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	2,668.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	7,002.02
TOTAL FOR 0320 - COUNCIL		51,160.41

0330 - COMMUNICATIONS & MARKETING

ARCHIVESOCIAL INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153796	18,045.06
GRANICUS LLC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153923	955.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	530.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	402.87

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	2,841.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	4,263.07
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	1,642.10
TOTAL FOR 0330 - COMMUNICATIONS & MARKETING		28,679.49

0370 - ENGINEERING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ASSOCIATE ENGINEER I-II CHECK NO. - 00620401	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	2,698.94
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	PUBLIC WORKS LEAD INSPECTOR CHECK NO. - 00620401	20.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	1,774.30
THOMAS DEAN & HOSKINS INC	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70003250	7,311.46
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	14,736.52
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	21,542.89
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153762	19.50
TOTAL FOR 0370 - ENGINEERING SERVICES		48,178.61

0380 - TRANSPORTATION & SUSTAINABILIT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	488.78
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	729.43
TOTAL FOR 0380 - TRANSPORTATION & SUSTAINABILIT		1,318.21

0410 - FINANCE AND ADMINISTRATION

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	925.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	278.67
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	3,722.24
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00620325	2,009.47-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	4,311.12

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	6,256.66
	TOTAL FOR 0410 - FINANCE AND ADMINISTRATION	13,484.22

0450 - HOUSING AND HUMAN SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	175.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	379.70
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	788.80
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	752.40
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	366.40
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	1,144.00
	TOTAL FOR 0450 - HOUSING AND HUMAN SERVICES	3,606.30

0470 - ARTS, CULTURE, & HISTORIC PRES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	160.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	106.83
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	884.29
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	1,303.99

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES	2,455.11

0480 - OFFICE OF CIVIL RIGHTS

SHI CORP	CELL PHONE ACH PMT NO. - 80153831	59.21
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	416.84
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	614.59
	TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS	1,090.64

0500 - OFFICE OF THE CITY ATTORNEY

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ATTORNEY ASSISTANT CHECK NO. - 00620401	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	2,015.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SPL APPTD ASST CITY PROSECUTOR CHECK NO. - 00620401	60.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	106.84
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS CREDIT CARD PMT NO. - 70003253	5,840.10
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	11,470.42
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	595.83
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80153892	33.90
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	16,118.44
TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY		36,300.53

0520 - OFFICE OF THE MAYOR

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	450.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DIRECTOR-EMERGENCY MANAGEMENT CHECK NO. - 00620401	100.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHI CORP	CELL PHONE ACH PMT NO. - 80153831	480.74
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80153755	23.51
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	3,242.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	3,512.97
TOTAL FOR 0520 - OFFICE OF THE MAYOR		7,809.35

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	250.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	225.25

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	1,314.80
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	1,825.38
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		3,615.43

0560 - MUNICIPAL COURT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	COURT CLERK I CHECK NO. - 00620401	30.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	2,025.00
JENNY TUPPER DBA INTERPRETER SERVICES LLC	INTERPRETER COSTS ACH PMT NO. - 80153728	1,800.00
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80153731	3,742.00
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80153733	184.93
NONICA ANDREW DBA MARSHALLESE INTERPRETING SERVICES	INTERPRETER COSTS ACH PMT NO. - 80153735	2,195.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	700.19
TAISIA MOGA	INTERPRETER COSTS CHECK NO. - 00620293	140.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	194.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	10,403.35
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	893.81
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	15,522.05
TOTAL FOR 0560 - MUNICIPAL COURT		37,831.08

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	518.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	760.85

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,379.03

0580 - FAMILY AND YOUTH SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	284.30
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	448.98
TOTAL FOR 0580 - FAMILY AND YOUTH SERVICES		833.28

0620 - HUMAN RESOURCES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80153708	25.56
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	667.50
RINGCENTRAL INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80153748	504.89
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	486.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	3,495.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	5,117.34
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153761	42.84
TOTAL FOR 0620 - HUMAN RESOURCES		10,340.37

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	985.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	112.63
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	4,239.15
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	630.80
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	6,226.09

TOTAL FOR 0650 - PLANNING SERVICES		12,193.67

0680 - POLICE

ABM INDUSTRY GROUPS LLC DBA ABM JANITORIAL SERVICES	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153895	13,739.84
AT&T MOBILITY	CELL PHONE CHECK NO. - 00620314	566.22
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153862	10,205.00
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80153862	1,241.06
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153906	767.27
CITY OF DEER PARK	OPERATING RENTALS/LEASES ACH PMT NO. - 80153908	3,750.00
COMCAST	IT/DATA SERVICES CHECK NO. - 00620387	3,263.59
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153704	127.80

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00620264	100.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80153716	7.03
FOUR SEASONS SERVICES INC DBA FOUR SEASONS LANDSCAPING	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80153806	10,287.22
FOUR SEASONS SERVICES INC DBA FOUR SEASONS LANDSCAPING	SNOW REMOVAL SERVICES ACH PMT NO. - 80153806	1,598.32
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003256	7,162.31
GALLS LLC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003256	3,786.87
GALLS LLC	PROTECTIVE GEAR/CLOTHING CREDIT CARD PMT NO. - 70003256	25,254.18
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	HRA-POST EMPLOYMENT ACH PMT NO. - 80153927	20,600.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	99,589.88
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DETECTIVE CHECK NO. - 00620401	3,180.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	HUMAN RESOURCE ANALYST I CHECK NO. - 00620401	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	MENTAL HEALTH COORDINATOR CHECK NO. - 00620401	72.95

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE OFFICER CHECK NO. - 00620401	2,226.04
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE RECORDS SPECIALIST CHECK NO. - 00620401	120.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE SERGEANT CHECK NO. - 00620401	896.93
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SENIOR POLICE OFFICER CHECK NO. - 00620401	1,633.73
JESSE G MOLINA	TUITION REIMBURSEMENT CHECK NO. - 00620321	1,940.00
JOHN TYLER	TUITION REIMBURSEMENT ACH PMT NO. - 80153858	4,895.00
KYLE YRIGOLLEN	TUITION REIMBURSEMENT CHECK NO. - 00620326	3,684.00
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80153935	363.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LEPS-PSS PLLC DBA PUBLIC SAFETY PSYCHOLOGICAL	MEDICAL SERVICES ACH PMT NO. - 80153828	5,600.00
LIFE ASSIST INC	OPERATING SUPPLIES ACH PMT NO. - 80153817	5,475.63
MIA - MUJERES IN ACTION	CONTRACTUAL SERVICES ACH PMT NO. - 80153943	52,815.84
MILE HIGH SHOOTING ACCESSORIES LLC	MINOR EQUIPMENT ACH PMT NO. - 80153882	313.51
PERFORMANCE SYSTEMS INTEGRATION LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153953	497.34
POLICE EXECUTIVE RESEARCH FORUM	REGISTRATION/SCHOOLING ACH PMT NO. - 80153745	11,200.00
PROVIDENCE	REGISTRATION/SCHOOLING ACH PMT NO. - 80153956	2,250.00
RENCORP REALTY LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80153959	15,497.00
RINGCENTRAL INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80153748	504.90
SAN DIEGO POLICE EQUIPMENT COMPANY INC	AMMUNITION ACH PMT NO. - 80153830	85,523.49
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	2,165.58
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80153962	25,331.56
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80153836	264,303.06

SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80153837	949.26
STERICYCLE INC DBA SHRED-IT	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80153756	1,423.44
TEEL INC dba TEEL TCHNOLOGIES	SOFTWARE MAINTENANCE ACH PMT NO. - 80153976	14,000.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	211.63
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00620325	1.48-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	63,034.40
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	7,816.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	18,571.70
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80153892	4,715.63
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80153892	11,235.97
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	39,592.57
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153846	4,801.28
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00620425	244,136.80
WESTSIDE MOTORSPORTS	VEHICLES ACH PMT NO. - 80153982	151,429.48
TOTAL FOR 0680 - POLICE		1,254,529.33

0690 - COMMUNITY JUSTICE SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	1,170.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	59.21
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	6,243.28
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	9,349.93
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		16,822.42

0700 - PUBLIC DEFENDER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	1,190.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	PUBLIC DEFENDER II CHECK NO. - 00620401	60.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	7,489.17
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	10,478.18
TOTAL FOR 0700 - PUBLIC DEFENDER		19,217.35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0750 - COMMUNITY/ECONOMIC DEV SVC

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	250.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	160.25
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	1,251.91
US BANK TRAVEL CARD	OTHER MISC CHARGES ACH PMT NO. - 80153892	142.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	1,814.47
VAN NESS FELDMAN LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80153791	924.00
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		4,543.13

1100 - STREET FUND

ASSURANCE FITNESS REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153692	178.19
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153862	2,160.20
COFFMAN ENGINEERS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153909	6,744.00
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153725	91,658.85
CRITTER CONTROL OF GREATER SPOKANE	PROFESSIONAL SERVICES ACH PMT NO. - 80153912	1,307.02
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00620264	905.00
ENNIS FLINT INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153711	49,329.36

FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80153715	1,137.96
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80153719	114.56
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	4,555.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SENIOR ENGINEER I-II CHECK NO. - 00620401	150.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	STREET MAINTENANCE OPERATOR II CHECK NO. - 00620401	60.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153726	216.36
LSB CONSULTING ENGINEERS PLLC	CONTRACTUAL SERVICES ACH PMT NO. - 80153937	1,445.00
REMY THOMPSON	PERMITS/OTHER FEES ACH PMT NO. - 80153857	136.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153750	2,448.33
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	753.61
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153751	272.58
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153967	938.26
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00620324	174.35
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	21,885.80
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	1,448.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	31,726.51
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153845	42.84
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80153845	480.14
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153762	70.19
TOTAL FOR 1100 - STREET FUND		220,338.71

1200 - CODE ENFORCEMENT FUND

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00620264	140.00
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80153712	2,197.65
FOSTER GARVEY PC	LEGAL SERVICES CREDIT CARD PMT NO. - 70003246	3,414.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	1,455.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	NEIGHBORHOOD HOUSING SPEC CHECK NO. - 00620401	50.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	1,114.65
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	6,183.29
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	9,166.05
	TOTAL FOR 1200 - CODE ENFORCEMENT FUND	23,721.14

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	3,090.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LIBRARIAN CHECK NO. - 00620401	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LIBRARY CLERICAL ASST I CHECK NO. - 00620401	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	MAINTENANCE/FACILITIES MANAGER CHECK NO. - 00620401	60.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	232.24
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00620325	8.89-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	21,226.75
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	29,468.00
	TOTAL FOR 1300 - LIBRARY FUND	54,188.10

1360 - GENERAL FUND GRANTS

BERK CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153697	1,733.75
BERK CONSULTING INC	GRANT CASH PASS THRU ACCOUNT	

	ACH PMT NO. - 80153697	1,733.75-
TOTAL FOR 1360 - GENERAL FUND GRANTS		0.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1380 - SPOKANE SAFE STREETS FOR ALL

DOWL LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80153803	17,050.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	296.51
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	431.99
TOTAL FOR 1380 - SPOKANE SAFE STREETS FOR ALL		17,778.50

1390 - URBAN FORESTRY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	50.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	287.38
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	368.90
TOTAL FOR 1390 - URBAN FORESTRY FUND		706.28

1400 - PARKS AND RECREATION FUND

COMCAST	IT/DATA SERVICES CHECK NO. - 00620387	422.06
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	BACKGROUND CHECKS CHECK NO. - 00620264	8,240.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80153716	13.19
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CASH ACCOUNTING CLERK II CHECK NO. - 00620401	5.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	5,194.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	HORTICULTURE SUPERVISOR CHECK NO. - 00620401	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	RECREATION ASSISTANT CHECK NO. - 00620401	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	RECREATION SUPERVISOR CHECK NO. - 00620401	75.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	3,857.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	344.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	44,290.75
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	3,509.50
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80153892	276.26
US BANK TRAVEL CARD	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80153892	72.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	37,296.03
	TOTAL FOR 1400 - PARKS AND RECREATION FUND	103,716.03

1430 - GRANTS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	385.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	2,360.61
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	3,116.70
	TOTAL FOR 1430 - GRANTS OPERATIONS	5,862.31

1440 - FIRE GRANTS MISCELLANEOUS

AVIDEX INDUSTRIES LLC	MACHINERY/EQUIPMENT ACH PMT NO. - 80153901	15,170.46
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	71.96
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620403	863.97
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	OVERTIME-UNIFORM CHECK NO. - 00620403	123.77
SAFE ENVIRONMENT ENGINEERING	MACHINERY/EQUIPMENT ACH PMT NO. - 80153961	30,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	521.16
WA STATE DEPT OF REVENUE	MACHINERY/EQUIPMENT -	2,730.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00620425	1,882.98
TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS		51,364.30

1460 - PARKING METER REVENUE FUND

ELECTRONIC DATA COLLECTION CORPORATION	LEGAL SERVICES ACH PMT NO. - 80153710	1,826.25
ELECTRONIC DATA COLLECTION CORPORATION	POSTAGE ACH PMT NO. - 80153710	447.43
ELECTRONIC DATA COLLECTION CORPORATION	PRINTING/BINDING/REPRO ACH PMT NO. - 80153710	399.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	760.00
MACKAY METERS INC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80153734	13,185.83
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	700.19
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	493.32
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	3,062.54
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	4,497.06
TOTAL FOR 1460 - PARKING METER REVENUE FUND		25,371.62

1500 - PATHS AND TRAILS RESERVE FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00620260	35.70
TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND		35.70

1510 - SPOKANE UNITED 911 NETWORK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	100.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	53.42
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	712.90

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80153978	1,073.46
TOTAL FOR 1510 - SPOKANE UNITED 911 NETWORK		1,939.78

1560 - FORFEITURES & CONTRIBUTION FND

US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	140.00
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	2,559.62
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80153892	534.10
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		3,233.72

1595 - HEART FUND

PACIFICA LAW GROUP LLP	LEGAL SERVICES CHECK NO. - 00620305	2,381.00
TOTAL FOR 1595 - HEART FUND		2,381.00

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	2,310.73
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	MENTAL HEALTH COORDINATOR CHECK NO. - 00620401	2.05
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	OVERTIME-UNIFORM CHECK NO. - 00620401	134.21
RENEE ANN WITMER	PROFESSIONAL SERVICES CHECK NO. - 00620303	2,730.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	1,117.02
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	115.75
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00620425	4,565.06
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		10,974.82

1640 - COMMUNICATIONS BLDG M&O FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153903	10,084.64
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80153903	808.33

JOHN MENETTO DBA BACKFLOW JOHNNY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153771	340.00
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00620416	2,746.58
	TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	13,979.55

1680 - HOUSING AND HOMELESS SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	851.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	3,849.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	5,271.04
	TOTAL FOR 1680 - HOUSING AND HOMELESS SERVICES	9,971.64

1970 - SPOKANE FIRE DEPARTMENT

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153899	32.18
AMERICAN LOCK & KEY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153689	76.37
AMERICAN LOCK & KEY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153689	387.31
APOLLO SHEET METAL INC DBA APOLLO MECHANICAL CONTRACTORS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153690	1,098.64
APOLLO SHEET METAL INC DBA APOLLO MECHANICAL CONTRACTORS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153690	20.68
AT&T MOBILITY	CELL PHONE CHECK NO. - 00620386	9.78
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153903	19,520.20
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80153903	5,356.79
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80153864	6,478.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	IT/DATA SERVICES CHECK NO. - 00620387	311.18
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153705	677.79
DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153707	169.00

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80153915	69.62
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00620264	100.00
DUO-SAFETY LADDER CORP	OPERATING SUPPLIES CHECK NO. - 00620398	87.90
ERIC P HATTON	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153769	589.74
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80153805	2,471.75
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153805	162.70
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153805	339.32
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80153716	10.03
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003269	3,621.11
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS CREDIT CARD PMT NO. - 70003265	65.36
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003248	14,290.10
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIRS/MAINT CREDIT CARD PMT NO. - 70003248	5,200.80
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80153921	59.64
HEALTHCALL LLC ATTN: ACCOUNTING	CONTRACTUAL SERVICES ACH PMT NO. - 80153724	1,309.20
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CMMTY RISK REDUCTION SPECIALST CHECK NO. - 00620401	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	7,723.30
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	FIRE CAPTAIN CHECK NO. - 00620401	230.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	FIRE EQUIPMENT OPERATOR CHECK NO. - 00620401	230.33
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	FIREFIGHTER CHECK NO. - 00620401	330.33
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620403	54,555.95
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	FIRE CAPTAIN CHECK NO. - 00620403	13.10
ING LIFE INSURANCE & ANNUITY	FIRE EQUIPMENT OPERATOR	

OR CITY OF SPOKANE TREAURER	CHECK NO. - 00620403	1,169.49
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	FIRE LIEUTENANT CHECK NO. - 00620403	764.87
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	FIREFIGHTER CHECK NO. - 00620403	5,683.30
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	OVERTIME-UNIFORM CHECK NO. - 00620403	17.23
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	SR. FIRE EQUIPMENT OPERATOR CHECK NO. - 00620403	611.85
JOHN MENETTO DBA BACKFLOW JOHNNY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153771	3,849.84
JOHN MENETTO DBA BACKFLOW JOHNNY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153696	611.84
KBG DEVELOPMENTS LLC DBA TOWNS LIQUOR MART	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80153932	118.04
MES I ACQUISITION INC DBA MES SERVICE COMPANY LLC	OPERATING SUPPLIES ACH PMT NO. - 80153736	398.24
MES I ACQUISITION INC DBA MES SERVICE COMPANY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153942	4,723.05
MES I ACQUISITION INC MES SERVICE COMPANY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153721	142.16
MICHAEL KULSRUD	LODGING ACH PMT NO. - 80153852	782.23
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80153945	46.43
NAPA AUTO PARTS GENUINE PARTS CO	OPERATING SUPPLIES ACH PMT NO. - 80153945	109.21
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153945	976.71
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153945	513.25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NICHOLAS MORSE EMPLOYEE #23302	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153737	201.45
NORCO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003249	10.82
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00620295	130.92
PROVIDENCE	REGISTRATION/SCHOOLING ACH PMT NO. - 80153747	600.00
REPUBLIC SERVICES INC DBA NRC ENVIRONMENTAL SERVICES INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80153951	1,893.09
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	6,469.05

SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153753	56.70
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00620416	1,828.05
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80153970	15,500.00
THE DRAIN SPECIALISTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153709	540.05
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	193.71
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	35,274.60
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	1,343.20
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	2,090.95
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80153892	105.87
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80153892	745.28
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	9,015.41
W W GRAINGER INC DBA GRAINGER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153874	49.37
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	15.38
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	8.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00620425	218,610.86
	TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT	440,874.78

3200 - ARTERIAL STREET FUND

COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153773	140.00
COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80153800	2,145.39
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153783	9,960.75
J-U-B ENGINEERS INC THE LANGDON GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153815	49,010.44

TOTAL FOR 3200 - ARTERIAL STREET FUND		61,256.58

4100 - WATER & HYDROELECTRIC SERVICES

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153687	1,595.85
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153862	21,959.04
CAPGROW HOLDINGS JV SUB III LL 320 W OHIO ST STE 650	REFUNDS CHECK NO. - 00620409	253.18
CENTENNIAL HOMES LLC 1421 N MEADOWWOOD LN STE 200	REFUNDS CHECK NO. - 00620272	115.06
CHENEY REALTY INC 304 1ST ST STE 101	REFUNDS CHECK NO. - 00620279	146.96
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80153911	251.29
CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80153775	4,527.65
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00620264	1,120.00
DSI CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153869	171,650.49
FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80153872	5,828.89
FISHER ROSEMOUNT SYSTEMS INC DBA EMERSON LLLP	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153919	1,210.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GARY MENTCH 912 E PINECONE CT	REFUNDS CHECK NO. - 00620271	100.82
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	8,210.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DIRECTOR - HYDROELECTRIC SVCS CHECK NO. - 00620401	100.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	INSTRUMENT REPAIR TECHNICIAN CHECK NO. - 00620401	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	METER READER CHECK NO. - 00620401	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WATER/HYDRO PLANT OPERATOR CHECK NO. - 00620401	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WELDER CHECK NO. - 00620401	60.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153928	958.70
ITRON INC	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80153785	11,099.09
JAMES SAKAMOTO	PER DIEM	
	ACH PMT NO. - 80153770	166.00
JEANNE FINGER	PER DIEM	
	ACH PMT NO. - 80153768	166.00
JEROMY FARNSWORTH	REFUNDS	
8420 N STANDARD ST	CHECK NO. - 00620410	3,050.54
JESSE BROWN	REFUNDS	
25 E ROOSEVELT ST	CHECK NO. - 00620277	117.92
JONATHAN FLOTH	REFUNDS	
104 S FLORIDA ST	CHECK NO. - 00620406	140.42
JONI RETEL	REFUNDS	
1120 PILOT BUTTE AVE	CHECK NO. - 00620273	122.38
KBM DEVELOPMENT LLC	REFUNDS	
3215 S HIGH DR	CHECK NO. - 00620275	57.96
LAURA YOUNG	REFUNDS	
2731 10TH AVE E	CHECK NO. - 00620276	136.78
LENNAR NORTHEST LLC	REFUNDS	
33820 WEYERHAEUSER WAY S	CHECK NO. - 00620287	118.94
LENNAR NORTHWEST LLC	REFUNDS	
33820 WEYERHAEUSER WAY S	CHECK NO. - 00620288	901.07
MICHELLE BUEHLER	REFUNDS	
PO BOX 16	CHECK NO. - 00620281	671.08

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80153947	20,423.52
NEPTUNE TECHNOLOGY GROUP INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80153738	610.96
OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE	
DBA WAYNE DALTON SALES &	CHECK NO. - 00620302	0.72
OXARC LLC	OPERATING SUPPLIES	
	ACH PMT NO. - 80153952	9,675.39
PRESTIGE WORLDWIDE PROPERITES	REFUNDS	
808 E SPRAGUE AVE	CHECK NO. - 00620408	1,031.98
RAYMOND FOSTER	PER DIEM	
	CHECK NO. - 00620265	166.00
RICHARD JARMER	REFUNDS	
PO BOX 59	CHECK NO. - 00620278	147.64
RUTH PAULOVIC	REFUNDS	
PO BOX 30185	CHECK NO. - 00620407	118.85
RYAN R PENALUNA	PER DIEM	
	CHECK NO. - 00620294	166.00
SENIOR HOMES OF EASTERN WASHIN	REFUNDS	
12912 E 12TH AVE	CHECK NO. - 00620404	152.39

SHI CORP	CELL PHONE ACH PMT NO. - 80153831	2,765.43
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00620297	142,579.78
THE EASY HOME BUYER LLC 1002 N SPOKANE ST	REFUNDS CHECK NO. - 00620274	109.04
TITAN TRUCK EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003270	6,572.91
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	42,908.17
US BANK P CARD PAYMENTS	LODGING ACH PMT NO. - 80153893	17.99
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	2,582.11
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	4,088.86
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80153892	351.53
US BANK TRAVEL CARD	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80153892	99.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	62,696.44
WA STATE DEPT OF REVENUE	LODGING -	1.64
	TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES	532,282.95

4250 - INTEGRATED CAPITAL MANAGEMENT

APOLLO INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153795	232,370.82
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	956.52
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ENVIRONMENTAL PROGRAM MANAGER CHECK NO. - 00620401	23.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SENIOR ENGINEER I-II CHECK NO. - 00620401	75.00
KITTELSON & ASSOCIATES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80153934	304.43
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153937	4,412.50
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	59.16

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00620297	95,101.22
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	5,759.69
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	670.29
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80153892	211.10
US BANK TRAVEL CARD	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80153892	53.15
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	8,504.58
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80153980	660,680.48
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80153980	1,739,221.35
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		2,748,403.77

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153859	239.55
AT&T MOBILITY	CELL PHONE CHECK NO. - 00620260	799.17
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153862	30.38
CDL SOLUTIONS LLC DBA DRIVE509	REGISTRATION/SCHOOLING ACH PMT NO. - 80153767	5,488.75
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80153703	12,058.24
CUES INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003244	5,549.35
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80153708	18.50
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00620264	110.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80153716	33.61
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	2,645.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WASTEWATER SUPERVISOR CHECK NO. - 00620401	140.00
INTERSTATE RESTORATION LLC DBA FIRST ONSITE PROPERTY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153814	6,491.45

OXARC LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153823	1,144.88
RANDY NORD	SAFETY SUPPLIES CHECK NO. - 00620322	325.34
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	1,559.35
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00620297	28,817.31
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003260	105.15
THOMAS DEAN & HOSKINS INC	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70003250	10,246.96
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	12,094.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	200.31
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	17,853.98
	TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	105,951.46

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80153861	290.00
ATS INLAND NW LLC	MACHINERY/EQUIPMENT ACH PMT NO. - 80153693	2,646.22
AVISTA UTILITIES	OPERATING RENTALS/LEASES ACH PMT NO. - 80153695	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153695	18,774.62
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80153695	13,439.12
BROOKS APPLIED LABS LLC	TESTING SERVICES ACH PMT NO. - 80153863	1,100.00
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003243	10,487.72
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80153703	3,258.63
CURTIS STRATTON	PERMITS/OTHER FEES CHECK NO. - 00620418	183.00
DETECTION INSTRUMENTS CORP	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00620388	916.44

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00620264	220.00
EDWARD M TOMLINSON	MINOR SAFETY EQUIPMENT CHECK NO. - 00620419	350.00
ELGA	OPERATING SUPPLIES ACH PMT NO. - 80153918	6,668.90
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003264	2,217.02
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80153712	519.97
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80153870	247.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153715	41.73
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80153871	26.02
FISHER SCIENTIFIC	OPERATING SUPPLIES ACH PMT NO. - 80153720	774.55
HASA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153925	15,382.07
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ADMINISTRATIVE MANAGER CHECK NO. - 00620401	31.51
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	6,404.28
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LABORATORY TECHNICIAN CHECK NO. - 00620401	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LABORER II CHECK NO. - 00620401	10.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153812	132.06
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153933	91,165.55
KERSHAWS INC	OFFICE FURNITURE (NON CAPITAL) CREDIT CARD PMT NO. - 70003258	708.33
MECHANICAL SALES INC	REPAIRS/MAINTENANCE CHECK NO. - 00620412	36,673.97
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153820	2,802.74
NALCO CO	OPERATING SUPPLIES ACH PMT NO. - 80153944	100.15
NORLIFT INC	MISC SERVICES/CHARGES ACH PMT NO. - 80153739	1,472.85

PHENOVA INC	OPERATING SUPPLIES ACH PMT NO. - 80153954	524.80
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	1,346.97
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00620297	84,772.82
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	33,989.61
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	50,564.61

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

W W GRAINGER INC DBA GRAINGER	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80153874	7,492.29
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80153922	576.70
W W GRAINGER INC DBA GRAINGER	SAFETY SUPPLIES ACH PMT NO. - 80153922	142.52
WHITNEY EQUIPMENT COMPANY LLC	OPERATING SUPPLIES ACH PMT NO. - 80153849	73,455.94
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		470,436.12

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153862	3,603.23
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00620264	320.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	1,425.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	355.25
THOMAS DEAN & HOSKINS INC	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70003250	1,235.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	6,235.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	9,062.72
WHITNEY EQUIPMENT COMPANY LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80153849	3,481.38
WILBERT PRECAST INC/DIV OF WILBERT VAULT/SPOKANE WILBERT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153850	11,717.64
TOTAL FOR 4330 - STORMWATER		37,435.91

4370 - SEWER CONSTRUCTION FUND

WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80153980	21,962.17
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80153980	73,204.30
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		95,166.47

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4480 - SOLID WASTE FUND

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00620297	1,643.08
TOTAL FOR 4480 - SOLID WASTE FUND		1,643.08

4490 - SOLID WASTE DISPOSAL

ABSOLUTE MACHINING SOLUTIONS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153896	8,046.13
AED INSTITUTE OF AMERICA INC	SAFETY SUPPLIES ACH PMT NO. - 80153897	805.33
APPLIED CONTROL EQUIPMENT LLLP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153900	51.22
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153695	547.53
BEARING DISTRIBUTORS INC dba BROWN BEARING	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153905	341.49
CASCADE AUTOMATION INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153907	1,418.30
ELJAY OIL CO INC	LUBRICANTS CREDIT CARD PMT NO. - 70003245	1,765.35
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR CREDIT CARD PMT NO. - 70003268	5,047.57
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003245	466.84
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80153715	1,193.64
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153715	2,767.51
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153715	673.13
G & W SUPPLY DBA PARAMOUNT SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00620413	3,107.14
GRAYMAR ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80153722	3,418.14

HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153926	579.59
HUNTER INDUSTRIAL DBA CAPITAL INDUSTRIAL	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00620400	37,159.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	3,570.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WTE ASH OPERATOR CHECK NO. - 00620401	120.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WTE MAINTENANCE SPECIALIST CHECK NO. - 00620401	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WTE POWER PLANT OPERATOR CHECK NO. - 00620401	60.00
INDUSTRIAL SERVICES SOLUTIONS LLC DBA BAY VALVE SERVICE &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153904	21,177.41
JASON HAWKINS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153723	310.00
JGW MACHINE LIMITED	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00620269	20,300.00
LINDE GAS & EQUIPMENT INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00620291	296.68
MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153941	3,128.01
NORCO INC	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003249	528.16
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003249	41.74
NORIT AMERICAS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153948	24,743.88
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153949	5,267.17
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003242	5,003.76
OAK HARBOR FREIGHT LINES INC	POSTAGE CHECK NO. - 00620323	469.93
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00620296	247.38
OXARC LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153952	4,653.99
PERFORMANCE SYSTEMS INTEGRATION LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153953	811.00
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153743	37,201.99

PETE LIEN & SONS INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80153743	1,418.30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SAFETY KLEEN CORPORATION	OPERATING SUPPLIES ACH PMT NO. - 80153829	1,156.18
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	729.16
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-REFUSE COLLECTION TAX CHECK NO. - 00620297	120.06
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00620297	30,853.32
UNITED STATES ELECTRIC CORP OF WA	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153977	4,800.40
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	259.09
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	23,505.35
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	649.68
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80153892	0.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	33,748.46
VALMET INC C/O BANK OF AMERICA	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00620299	15,936.79
VYANET OPERATIONS GROUP dba ALLIED FIRE & SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80153860	240.79
W W GRAINGER INC DBA GRAINGER	MINOR EQUIPMENT ACH PMT NO. - 80153922	1,041.59
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80153922	1,616.06
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO. - 80153763	389.00
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	1,847.30
WASHINGTON EQUIPMENT MANUFACTURING CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153981	13,678.00
WASHINGTON EQUIPMENT MANUFACTURING CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153764	8,318.92
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING RENTALS/LEASES CHECK NO. - 00620263	40.16
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00620397	274.01

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4490 - SOLID WASTE DISPOSAL		336,002.17

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153688	2,788.77
ASSURANCE FITNESS REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153692	178.20
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153695	2,430.85
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80153695	4,040.31
CINTAS CORPORATION NO 2	OPERATING SUPPLIES ACH PMT NO. - 80153701	132.09
COMCAST	TELEPHONE CHECK NO. - 00620262	223.96
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80153708	68.16
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00620264	1,165.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80153715	811.54
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80153717	85.21
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	4,721.09
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR I CHECK NO. - 00620401	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR II CHECK NO. - 00620401	35.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR III CHECK NO. - 00620401	110.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE DISTRICT SUPERVISOR CHECK NO. - 00620401	60.00
MCCLINTOCK & TURK INC	OTHER IMPROVEMENTS ACH PMT NO. - 80153881	1,704.88
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80153887	1,393.23
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	628.12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00620297	101,667.90
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	OPERATING SUPPLIES ACH PMT NO. - 80153757	60.35
TRUE CORPORATION	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80153759	180.02
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	26,142.95
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	39,483.85
WASTEQUIP WASHINGTON	MACHINERY/EQUIPMENT CHECK NO. - 00620301	21,616.61
TOTAL FOR 4500 - SOLID WASTE COLLECTION		209,788.09

4530 - SOLID WASTE LANDFILLS

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153695	1,802.45
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003262	154.92
COMCAST	IT/DATA SERVICES CHECK NO. - 00620387	223.39
NORCO INC	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003249	350.05
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003242	220.00
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80153755	2,467.49
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		5,218.30

4600 - GOLF FUND

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	BACKGROUND CHECKS CHECK NO. - 00620264	1,250.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	2ND ASST GOLF COURSE SUPT CHECK NO. - 00620401	20.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	736.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	HORTICULTURE SUPERVISOR CHECK NO. - 00620401	15.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	649.36

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	6,819.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	5,341.42
TOTAL FOR 4600 - GOLF FUND		14,831.02

4700 - DEVELOPMENT SERVICES

AT&T MOBILITY	CELL PHONE CHECK NO. - 00620260	464.10
AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00620260	478.40
BERK CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153697	1,197.50
CLARION ASSOCIATES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80153702	27,138.69
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80153712	1,679.69
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	3,515.38
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	1,813.56
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	185.05
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	18,233.95
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80153892	979.93
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	26,797.94
TOTAL FOR 4700 - DEVELOPMENT SERVICES		82,484.19

5100 - FLEET SERVICES FUND

ASSURANCE FITNESS REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153692	178.20
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153695	810.28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80153695	807.69
BRUCKNER TRUCK SALES INC DBA BRUCKNERS TRUCK &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153698	1,469.40
CINTAS CORPORATION NO 2	SAFETY SUPPLIES	

	ACH PMT NO. - 80153701	1,249.92
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80153703	93,693.57
CORWIN OF SPOKANE LLC	EQUIPMENT REPAIRS/MAINTENANCE	
CORWIN FORD SPOKANE	ACH PMT NO. - 80153865	14,388.70
CUMMINS INC	EQUIPMENT REPAIRS/MAINTENANCE	
DBA CUMMINS SALES & SERVICE	ACH PMT NO. - 80153706	15,445.27
DGT ENTERPRISES LLC	MEDICAL SERVICES	
DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00620264	430.00
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80153920	1,067.00
FIREPOWER INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80153719	343.67
GENUINE PARTS COMPANY	CONTRACTUAL SERVICES	
DBA NAPA AUTO PARTS	ACH PMT NO. - 80153946	50,393.53
GENUINE PARTS COMPANY	VEHICLE REPAIR & MAINT SUPPLY	
DBA NAPA AUTO PARTS	ACH PMT NO. - 80153946	291,495.75
GOOD TO GO!	EQUIPMENT REPAIRS/MAINTENANCE	
PO BOX 34562	CHECK NO. - 00620292	8.00
GRAYMAR ENVIRONMENTAL SERVICES	HAZARDOUS WASTE DISPOSAL	
INC	ACH PMT NO. - 80153722	966.19
HD SUPPLY INC	OFFICE SUPPLIES	
DBA HOME DEPOT PRO	CHECK NO. - 00620317	246.47
HD SUPPLY INC	OPERATING SUPPLIES	
DBA HOME DEPOT PRO	CHECK NO. - 00620268	121.08
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00620401	1,600.00
ICMA RETIREMENT TRUST 457	HEAVY EQUIPMENT MECHANIC	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00620401	120.00
JEFF L ROGERS	EQUIPMENT REPAIRS/MAINTENANCE	
DBA JEFFS CUSTOM AUTO DETAIL	ACH PMT NO. - 80153729	294.51
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80153741	4,469.77
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80153826	11,627.35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80153826	12,748.01
SHAMROCK AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE	
DBA ZIEBART OF SPOKANE	ACH PMT NO. - 80153766	1,547.86
SHI CORP	CELL PHONE	
	ACH PMT NO. - 80153831	593.36
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00620421	9,015.44

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	13,476.39
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153761	459.92
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00620263	65.20
YP AUTOMOTIVE INC DBA GMC OF RIVERFRONT PARK	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00620266	427.67
TOTAL FOR 5100 - FLEET SERVICES FUND		529,560.20

5110 - FLEET SVCS EQUIP REPL FUND

CUSTOM TRUCK ONE SOURCE INC DBA CTOS LLC	VEHICLES ACH PMT NO. - 80153866	293,092.00
WAUSAU EQUIPMENT INC	VEHICLES ACH PMT NO. - 80153765	112,975.23
TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		406,067.23

5200 - PUBLIC WORKS AND UTILITIES

CANON USA INC	OPERATING SUPPLIES CHECK NO. - 00620261	5,459.37
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80153708	993.68
GONZAGA UNIVERSITY LEADERSHIP CONNECTION	CONTRACTUAL SERVICES CHECK NO. - 00620267	5,133.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	1,020.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	166.04
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00620297	1,611.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	22,134.96
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	4,844.05
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80153892	1,023.61
US BANK TRAVEL CARD	PERIPHERAL EQUIPMENT ACH PMT NO. - 80153892	317.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	7,016.66

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		49,720.84

5300 - IT FUND

CAMTEK INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80153699	6,970.64
CANON USA INC	OPERATING SUPPLIES CHECK NO. - 00620261	606.60
COMCAST	IT/DATA SERVICES CHECK NO. - 00620387	798.96
COMPUNET INC LB 410802	HARDWARE MAINTENANCE ACH PMT NO. - 80153910	8,318.88
GRANICUS LLC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80153923	20,685.88
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	2,066.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	INFORMATION TECH ANALYST I-II CHECK NO. - 00620401	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	TECHNICAL SERVICES SPECIALIST CHECK NO. - 00620401	120.00
NORTHWEST OPEN ACCESS NETWORK	TELEPHONE ACH PMT NO. - 80153950	2,250.00
PMTECH INC DBA PMWEB	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80153744	4,500.00
QUADIENT LEASING USA INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80153957	12,927.67
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80153831	41,081.16
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	15,478.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	21,316.28
WA STATE DEPT OF REVENUE	TELEPHONE -	204.75
TOTAL FOR 5300 - IT FUND		137,399.88

5500 - PURCHASING AND CONTRACTS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	475.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	PROCURMENT SPECIALIST CHECK NO. - 00620401	75.00
SHI CORP	CELL PHONE	

	ACH PMT NO. - 80153831	171.84
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	2,558.72
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	3,747.39
	TOTAL FOR 5500 - PURCHASING AND CONTRACTS	7,027.95

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ACCOUNTANT CHECK NO. - 00620401	48.05
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	2,020.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	59.21
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	9,511.23
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80153892	690.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	13,845.28
	TOTAL FOR 5600 - ACCOUNTING SERVICES	26,173.77

5700 - SPOKANE 311

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	615.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LANGUAGE SERVICES ASSOC INC	INTERPRETER COSTS ACH PMT NO. - 80153936	70.95
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	2,923.38
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	4,368.77
	TOTAL FOR 5700 - SPOKANE 311	7,978.10

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CONTINUOUS IMPROVEMENT ANALYST CHECK NO. - 00620401	1.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	300.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	326.29

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	1,725.63
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	2,535.63
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		4,888.55

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	60.00
SHI CORP	CELL PHONE ACH PMT NO. - 80153831	112.63
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00620325	202.83
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00620325	148.89-
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80153843	207,761.63
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	250.13
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	265.55
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	368.90

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5800 - RISK MANAGEMENT FUND	208,872.78

5810 - WORKERS' COMPENSATION FUND

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80153708	25.56
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	75.00
RINGCENTRAL INC	TELEPHONE ACH PMT NO. - 80153748	504.90
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	260.68
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	417.12
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		1,283.26

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	7.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	31.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	45.87
	TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	84.50

5830 - EMPLOYEES BENEFITS FUND

ASSURANCE FITNESS REPAIR	WELLNESS ACH PMT NO. - 80153692	534.59
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80153914	15,329.27
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80153914	28,174.21
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	DEPOSIT-HEALTH CARE ACCOUNT ACH PMT NO. - 80153927	64,110.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	170.01
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80153931	81,708.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80153931	98,322.02
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80153931	35,937.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80153955	62,398.35
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80153827	377,101.53
SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80153970	923,220.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	854.90
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	1,206.98
	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	1,689,067.42

5900 - FACILITIES MANAGEMENT FUND OPS

APPLIED INDUSTRIAL SYSTEMS LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153691	14,163.36
ATS INLAND NW LLC	REPAIR & MAINTENANCE SUPPLIES	

	ACH PMT NO. - 80153693	5,552.54
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153902	36,046.55
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80153902	998.49
FIRE SYSTEMS WEST INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153718	338.21
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	649.83
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	OFFICE CLERK SPECIALIST CHECK NO. - 00620401	27.33
JOHNSON CONTROLS FIRE PROTECTION LP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153930	2,849.30
MCA PLUMBING LLC DBA ROTO-ROOTER	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153960	1,872.98
NCH CORPORATION DBA CHEMSEARCH FE	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153700	2,340.21
PACIFIC POWER GROUP LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153824	2,011.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHI CORP	CELL PHONE ACH PMT NO. - 80153831	841.78
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80153973	38,596.44
TK ELEVATOR CORPORATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153758	30,438.94
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	3,841.45
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	5,787.93
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153761	379.96
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		146,736.34

5902 - PROPERTY ACQUISITION POLICE

DANA SAFETY SUPPLY INC	IF CAPITAL COMMISSIONING ACH PMT NO. - 80153867	3,152.99
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		3,152.99

5903 - PROPERTY ACQUISITION FIRE

GALLS LLC	PERSONAL PROTECTIVE EQUIPMENT CREDIT CARD PMT NO. - 70003247	4,809.77

L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153913	61,019.63
THE HIDE OUT/ROYCE SHIELDS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153808	70.92
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		65,900.32

5904 - FACILITIES CAPITAL

INTEGRUS ARCHITECTURE PS	PROFESSIONAL SERVICES ACH PMT NO. - 80153929	5,390.00
TOTAL FOR 5904 - FACILITIES CAPITAL		5,390.00

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00620401	295.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00620421	1,083.86
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	1,739.70
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80153978	1,582.42
TOTAL FOR 6100 - RETIREMENT		4,700.98

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80153914	1,048.60
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80153914	1,923.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80153955	6,262.20
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80153827	19,756.07
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	784.14
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		29,774.01

6230 - BUILDING CODE RECORDS MGMT

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00620300	4,647.00

	TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT	4,647.00

6250 - MUNICIPAL COURT

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00620300	76,320.42
	TOTAL FOR 6250 - MUNICIPAL COURT	76,320.42

6255 - LAW ENFORCEMENT RECORDS MGMT

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80153754	17,044.50
WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00620311	39,270.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT	56,314.50

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80153914	838.88
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80153914	3,190.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80153955	4,965.03
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80153827	7,193.72
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80153892	784.14
	TOTAL FOR 6300 - POLICE PENSION	16,971.77

6960 - SALARY CLEARING FUND NEW

AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC ACH PMT NO. - 80153898	13,193.52
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00620396	1,126.30
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80153916	260.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80153917	30.00
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00620399	887.50
ICMA RETIREMENT TRUST 457	ICMA RETIREMENT TRUST 457D	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00620401	356,738.38
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00620402	62,486.68
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00620403	113,264.33
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS ACH PMT NO. - 80153938	747.50
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80153939	46.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80153940	3,637.39

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00620414	5.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80153924	634.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00620415	355.12
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80153958	7,215.23
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80153958	21,404.65
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80153968	86,311.69
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80153968	2,144.44
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80153969	649.70
SPOKANE FIRE FIGHTERS BENEFIT TRUST	MEDFCH (EE) ACH PMT NO. - 80153968	874.66
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80153963	390.00
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80153964	6,088.50
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80153971	850.68
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80153966	20,540.00
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80153965	200.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80153974	690.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80153975	900.00

STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80153972	10,019.40
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80153972	169.60
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80153972	2,086.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00620417	746.01

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00620420	12.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00620421	366,855.99
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00620421	1,054,215.33
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00620421	151,738.64
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80153978	625,218.40
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00620422	6,199.71
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00620423	375.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80153979	33,468.23
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00620424	16,290.74
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00620425	752,300.81
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO ACH PMT NO. - 80153983	414.60
	TOTAL FOR 6960 - SALARY CLEARING FUND NEW	3,721,782.23
	TOTAL CLAIMS	14,484,387.38

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/23/2026
		Clerk's File #	CPR 2026-0003
		Cross Ref #	
Council Meeting Date: 07/15/2026		**Project #**	
Submitting Dept	ACCOUNTING	**Bid #**	
Contact Name/Phone	MATT BOSTON 6028	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ACCOUNTING-PAYROLL THRU 6-20-2026		

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: JUNE 20, 2026.
Payroll check #580711 through check #580909 $10,555,202.18

Summary (Background)

Payroll

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 10,555,202.18	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List

PAYROLL RECAP BY FUND

PAY PERIOD ENDING JUNE 20, 2026

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	14,073.60
0230	CIVIL SERVICE	50,655.20
0260	CITY CLERK	28,707.24
0320	COUNCIL	66,049.41
0330	PUBLIC AFFAIRS / COMMUNICATIONS	38,755.20
0370	ENGINEERING SERVICES	195,844.25
0380	TRANSPORTATION & SUSTAINABILITY	6,631.20
0410	FINANCE	56,878.86
0450	CD/HS DIVISION	10,400.00
0470	HISTORIC PRESERVATION	11,854.40
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	5,587.20
0500	LEGAL	153,413.16
0520	MAYOR	43,601.81
0550	NEIGHBORHOOD SERVICES	16,594.41
05601	MUNICIPAL COURT	141,109.34
0570	OFFICE OF HEARING EXAMINER	6,916.80
0580	FAMILY & YOUTH SERVICES	4,081.60
0620	HUMAN RESOURCES	48,250.41
0650	PLANNING SERVICES	56,600.80
0680	POLICE	2,810,839.21
0690	PROBATION SERVICES	84,999.14
0700	PUBLIC DEFENDERS	99,623.85
0750	ECONOMIC DEVELOPMENT	16,495.20
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,967,962.29

FUND	FUND NAME	TOTAL
1100	STREET	294,555.84
1200	CODE ENFORCEMENT	83,327.51
1300	LIBRARY	283,408.60
1380	TRAFFIC CALMING MEASURES	3,947.20
1390	URBAN FORESTRY	3,353.60
1400	PARKS AND RECREATION	592,632.68
1430	GRANTS MANAGEMENT	31,449.60
1460	PARKING METER	40,882.40
1510	SPOKANE UNITED 911 NETWORK	9,758.80
1620	PUBLIC SAFETY & JUDICIAL GRANT	6,341.58
1680	CD/HS	51,530.63
1970	EMS FUND	2,111,507.75
4100	WATER	575,896.49
4250	INTEGRATED CAPITAL FUND	77,314.40
4300	SEWER	704,375.60
4480	REFUSE	678,638.54
4600	GOLF	88,965.00
4700	GENERAL SERVICES FUND	246,016.57
5100	FLEET SERVICE	122,512.68
5200	PUBLIC WORKS & UTILITY FUND	65,431.10
5300	MIS	207,649.40
5500	PURCHASING	34,067.21
5600	ACCOUNTING SERVICES	127,100.41
5700	MY SPOKANE	39,715.99
5750	PROJECT MANAGEMENT OFFICE	23,051.20
5800	RISK MANAGEMENT	3,353.60
5810	WORKER'S COMPENSATION	3,792.00
5830	SELF-FUNDED MEDICAL/DENTAL	9,660.42
5900	ASSET MANAGEMENT	52,617.49
6060	CITY RETIREMENT	14,385.60
	TOTAL	10,555,202.18

MINUTES OF SPOKANE CITY COUNCIL

Monday, June 15, 2026

AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 3:35 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. A recording of the meeting can be found at the following link: https://vimeo.com/spokanecitycouncil.

Roll Call

On roll call, Council President Wilkerson and Council Members Cathcart, Dillon, Dixit, Klitzke, and Telis (appearing virtually) were present. Council Member Zappone arrived at 3:37 p.m.

City Administrator Alex Scott; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

SPECIAL PROCEEDINGS

Mayoral and Council Salutation Saluting City Clerk Terri Pfister

Council President Wilkerson read a Mayoral and Council Salutation saluting Terri Pfister for her contributions and long service to the City of Spokane and its citizens. (The salutation is attached to these minutes for reference.)

Mayoral and Council Salutation Saluting Deputy City Clerk Laurie Farnsworth

City Administrator Alex Scott read a Mayoral and Council Salutation saluting Laurie Farnsworth for her contributions and long service to the City of Spokane and its citizens. (The salutation is attached to these minutes for reference.)

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

Climate Resilience and Sustainability Board (CPR 2024-0030)

The City Council interviewed Elysée Kazadi, candidate for appointment to the Climate Resilience and Sustainability Board.

EXECUTIVE SESSION

The City Council recessed at 3:50 p.m. and immediately reconvened into an Executive Session to discuss potential litigation for 15 minutes. At 4:05 the meeting was extended 10 minutes to 4:15 p.m. At 4:15 p.m. the meeting was extended 5 minutes to 4:20 p.m. At 4:20 p.m. the meeting was extended five minutes to 4:25 p.m. At 4:25 p.m. the meeting was extended 3 minutes to 4:28 p.m., at which time the Agenda Review Session was

continued. City Attorney Mike Piccolo and Assistant City Attorney Megan Kapaun (appearing virtually) were present for the Executive Session.

(Council Member Telis rejoined Agenda Review Session virtually at 4:29 p.m.)

AGENDA REVIEW SESSION (continued)

BRIEFING ON AGENDA ITEMS
Final Agenda for June 15, 2026
The City Council received a briefing on the following agenda item(s), and Council inquiry and comment was held, with response by staff:

- OPR 2026-0489 (Omnia Partners Contract / modular furniture) – Dave Steele / Alex Scott
- ORD C36887 (Data Centers) – Sarah Dixit / Spencer Gardner

Updated Draft Agenda for June 22, 2026
The City Council received a briefing on the following agenda item(s), and Council inquiry and comment was held, with response by staff:

- OPR 2026-0558 (Grant agreement – WTSC / Consent No. 9) and SBO C36888 (grant acceptance) - Trevor Nollmeyer

Draft Agenda for June 29, 2026
There were no requests to brief items as the June 29th meeting has been canceled.

CONSIDERATION OF AMENDMENT AND DEFERRAL REQUESTS
June 15, 2026, Final Agenda
Emergency Ordinance C36887 (Council Sponsors: Council Members Dixit, Telis, and Dillon)
Motion by Council Member Dillon, seconded by Council Member Dixit, **to suspend Council Rules** to add Emergency Ordinance C36887 (data center moratorium) to tonight's (June 15, 2026) Legislative Agenda; **failed 4-3.**

(For additional actions regarding Ordinance C36887, see portion of minutes further below.)

Grant Agreement between SPD and WTSC (OPR 2026-0558) (Council Sponsors: Council Members Telis, Cathcart, and Zappone) and Special Budget Ordinance C36888 (Council Sponsors: Council Members Zappone and Dixit)
Motion by Council Member Zappone, seconded by Council Member Telis, **to suspend Council Rules** to add OPR 2026-0558 (Grant Agreement between SPD and WTSC) and related Special Budget Ordinance C36888 (accepting the WTSC grant) to tonight's (June 15, 2026) Legislative Agenda; **carried 7-0.**

Motion by Council Member Zappone, seconded by Council Member Klitzke, **to add** OPR 2026-0558 (Grant Agreement between SPD and WTSC) to tonight's (June 15, 2026) Legislative Agenda; **carried 7-0.**

Motion by Council Member Klitzke, seconded by Council Members Zappone and Telis, **to add** Special Budget Ordinance C36888 (accepting the WTSC grant) to tonight's (June 15, 2026) Legislative Agenda; **carried 7-0.**

Emergency Ordinance C36887 (Continued) (Council Sponsors: Council Members Dixit, Telis, and Dillon)

Motion by Council Member Zappone, seconded by Council Member Telis, **to suspend Council Rules** to add Emergency Ordinance C36887 (data center moratorium) to June 22, 2026, Agenda; **carried 6-1.**

Motion by Council Member Zappone, seconded by Council Member Klitzke, **to add** Emergency Ordinance C36887 (data center moratorium) to June 22, 2026, Agenda; with

> **Motion** by Council Member Dixit, seconded by Council Member Klitzke, **to amend** Ordinance C36877, under Section 2, to change "20" to "25" and remove the word "generally;" **carried 4-3.**
>
> **Motion** by Council Member Klitzke, seconded by Council Members Cathcart and Telis, **to call the question** (to cut off debate); **carried 6-1.**

Main Motion by Council Member Zappone, seconded by Council Member Klitzke, **to add** Emergency Ordinance C36887, as amended, (data center moratorium) to June 22, 2026, Agenda; **carried 5-2.**

June 22, 2026, Updated Draft Agenda

There were no considerations of amendments or deferrals for the June 22, 2026, Updated Draft Agenda.

June 29, 2026, Draft Agenda

There were no considerations of amendments or deferrals for the June 29, 2026, Draft Agenda, as the June 29th meeting has been canceled.

Action to Approve Agenda

The City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Klitzke, seconded by Council Member Zappone, **to approve** the June 22, 2026, Updated Draft Agenda, as amended, as next week's Final Agenda; **carried 7-0.**

Council Recess
The City Council recessed at 5:14 p.m. The City Council reconvened at 6:00 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Land Acknowledgement
Council President Wilkerson started the meeting off by reading the "Land Acknowledgement" (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Wilkerson.

Roll Call
On roll call, Council President Wilkerson and Council Members Cathcart, Dillon, Dixit, Klitzke, Telis (appearing virtually), and Zappone were present.

Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

PROCLAMATIONS AND SALUTATIONS

Mayoral Proclamation
June 19, 2026 *Juneteenth*
Council President Wilkerson read the proclamation and presented it to representatives of the Pine State Golf Club. (The proclamation is attached to these minutes for reference.)

There were no **Reports from Community Organizations.**

There was no **Poetry at the Podium.**

BOARDS AND COMMISSIONS APPOINTMENTS

Appointments to Arts Commission (CPR 1981-0043)
Appointment of Sybil MacDonald to the Arts Commission (CPR 1981-0043)
Motion by Council Member Cathcart, seconded by Council Member Dillon, **to defer** the appointment of Sybil MacDonald to the Arts Commission for one week, to June 22, 2026, Agenda; **carried 7-0.**

Remaining Appointments to Arts Commission (CPR 1981-0043)

Upon 7-0 Voice Vote, the City Council **approved** (and thereby confirmed) the following appointments of Kayleigh Dittemore, Trevor Iwata, and Laura Rau to the Arts Commission for terms of June 15, 2026, through June 14, 2029.

(Clerical Note: The Hearing on Resolution 2026-0040 was considered first and prior to consideration of the Reports, Contracts, and Claims Agenda. For action on this item, see portion of agenda under "Hearings.")

REPORTS, CONTRACTS, AND CLAIMS AGENDA

After an opportunity for public testimony, with none provided, and Council commentary, the following actions were taken:

Upon 3-4 Voice Vote the City Council **failed to approve** the following item (taken separately):

Public Works Agreement with Contract Design (Spokane) utilizing the Omnia Partners Cooperative Purchasing Agreements, Herman Miller Contract No.2020000622 and Fellowes Inc, Contract R221001 to provide project design, project management and installation of modular furniture on the fourth floor of City Hall from July 1, 2026, through January 31, 2027─$136,361.86 (incl. tax). (OPR 2026-0489) (Council Sponsors: Council Members Klitzke and Zappone) (Deferred to June 15, 2026, Agenda, from June 8, 2026, Agenda, during June 8, 2026, 3:30 p.m. Agenda Review Session)

Upon 7-0 Voice Vote, the City Council **approved** Staff Recommendations for the following items:

Contract Extension with Loomis Armored US, LLC (Houston TX) for armored car services from May 23, 2026, through May 22, 2028─$95,000. (OPR 2024-0552) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Contract with Mitchell Humphrey & Company (Greenwood Village, CO) for annual maintenance and support of the City's Financial Management System (FMS) from July 1, 2026, through June 30, 2027─$102,904 (plus tax). (OPR 2026-0517) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Conditional Pavement to People Contract with Millennium Monroe, LLC, for the property located at 2002 N. Monroe Street, to create 43 workforce housing units using the sales and use tax deferral for the property identified as Assessor's parcel number 35073.1212, commonly known as 2002 N. Monroe Street, Spokane, WA. (OPR 2026-0518) (Council Sponsors: Council Members Zappone and Dixit)

Multiple Family Housing Property Tax Exemption Conditional Agreement with Millennium Monroe 2 for the property located at 2002 N. Monroe Street, to create 43dwelling units.

Following construction, the project intends to finalize under the 8-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. (OPR 2026-0519) (Council Sponsors: Council Members Zappone and Dixit)

Master Contract Renewal with American Onsite Services, LLC (Spokane Valley, WA) for portable toilet and hand wash station rental services to support ongoing operations for multiple departments from July 1, 2026, through June 30, 2027—estimated annual amount $200,000 (plus tax). (OPR 2022-0304 / RFP 5933-22) (Council Sponsor: Council Member Dillon)

Three-year Master Preventative Maintenance Agreement with Pye-Barker Fire & Safety, LLC, dba Fire Protection Specialists (Liberty Lake, WA) for fire extinguisher and suppression systems annual inspections, testing, and maintenance services from June 22, 2026, through June 21, 2029—estimated annual amount $100,000 (plus tax). (OPR 2026-0520 / ITB 6515-26) (Council Sponsor: Council Member Dillon)

Report of the Mayor of pending:

a. Claims and payments of previously approved obligations, including those of Parks and Library, through June 5, 2026, total $8,306,489.10 (Check Nos.: 619836-619978; Credit Card Nos.: 003161-003194; ACH Nos.: 153054-153281), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $7,664,800.61. (CPR 2026-0002)

b. Payroll claims of previously approved obligations through June 6, 2026: $10,723,653.53 (Check Nos.: 580502-580710). (CPR 2026-0003)

Minutes:

a. City Council Meeting Minutes: June 1, 2026. (CPR 2026-0013)

b. City Council Special Meeting Minutes: June 5, 2026. (CPR 2026-0013)

Low Bid of Shamrock Paving, Inc., (Spokane) for 2026 Local Access Grind & Overlay & Chipseal - $2,622,000. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhoods) (OPR 2026-0494 / ENG 2026044) (Council Sponsor: Council Member Klitzke) (Deferred to the June 15, 2026, Agenda, from June 8, 2026, Agenda, during June 1, 2026, 3:30 p.m. Agenda Review Session)

Low Bid of Shamrock Paving, Inc., (Spokane) for 2026 Local Access Grind & Overlay & Chipseal - $2,622,000. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various

Neighborhoods) (OPR 2026-0494 / ENG 2026044) (Council Sponsor: Council Member Klitzke) (Deferred to the June 15, 2026, Agenda, from June 8, 2026, Agenda, during June 1, 2026, 3:30 p.m. Agenda Review Session)

Grant Agreement between the Spokane Police Department and Washington Traffic Safety Commission (WTSC) to provide funding for related expenses for the Dedicated DUI Enforcement Officer from July 1, 2026, through June 30, 2027─Maximum benefit $184,991. (OPR 2026-0558) (Relates to Special Budget Ordinance C36888) (As added during today's 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Telis, Cathcart, and Zappone)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE
Special Budget Ordinance C36888 (Relates to OPR 2026-0558 on the Reports, Contracts, and Claims Agenda) (As added during today's 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Zappone and Dixit)
After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

> **Upon 7-0 Roll Call Vote,** the City Council **passed Special Budget Ordinance C36888** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to accept a grant for Dedicated DUI Officer Funding, and declaring an emergency.
>
> **Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

EMERGENCY ORDINANCE
Emergency Ordinance C36887 (Council Sponsors: Council Members Dixit, Telis, and Dillon)
Motion by Council Member Zappone, seconded by Council Member Klitzke, **to suspend** the Council Rules to reconsider the motion from this afternoon to consider an amendment to Ordinance C36887 **was withdrawn** by unanimous consent following discussion.

For other Council actions on Emergency Ordinance C36887, see section of minutes under 3:30 p.m. Agenda Review Session.

RESOLUTIONS

For Council action on Resolution 2026-0040, see section of minutes under "Hearings."

Resolution 2026-0041 (Council Sponsors: Council President Wilkerson and Council Member Dillon)
After public testimony and an opportunity for Council commentary, with none provided, the following action was taken:

> **Upon 7-0 Roll Call Vote,** the City Council **adopted Resolution 2026-0041** delaying HEART funding availability for housing-related and behavioral services to spring 2027 pursuant to SMC 08.07C.051.
>
> **Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

There were no **Final Reading Ordinances.**

FIRST READING ORDINANCE
The following Ordinance was read for the first time, with further action deferred. Public testimony was allowed on the First Reading Ordinance; however, no individuals spoke.

ORD C36884 Formally establishing the Spokane Urban Native Advisory Council (SUNAC) to strengthen and guide the City of Spokane's relationship with the community's urban Native residents; creating a new Chapter 04.42 to Title 04 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Cathcart, Dillon, Dixit, Klitzke, Tellis, and Zappone)

SPECIAL CONSIDERATIONS

Recommendations from the Tourism and Cultural Investment Committee for Fall 2026 funding allocations (OPR 2026-0521) (Council Sponsor: Council Member Zappone)
After an opportunity for public testimony, with none provided, and Council commentary, the following action was taken:

> **Upon 7-0 Roll Call Vote**, the City Council **approved** the recommendations from the Tourism and Cultural Investment Committee for Fall 2026 funding allocations.
>
> **Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone

Nos: None
Abstain: None
Absent: None

HEARINGS

Hearing on Resolution 2026-0040 (ENG 2026015) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
The City Council held a hearing on Resolution 2026-0040 adopting the 2027-2032 Six-Year Comprehensive Street Program. After receiving a staff report from Kevin Picanco, Director of Integrated Capital Management, and an opportunity of public testimony, with no individuals speaking, the following action was taken:

> **Motion** by Council Member Klitzke, seconded by Council Member Dillon, **to close** the hearing; **carried 7-0.**

There was an opportunity for Council commentary, with no individuals requesting to speak. The following action was taken:

> **Motion** by Council Member Klitzke, seconded by Council Members Dillon and Telis, **to adopt Resolution 2026-0040** adopting the 2027-2032 Six-Year Comprehensive Street Program; **carried upon 7-0 voice vote.**
>
> **Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

[The City Clerk left the meeting at 6:49 p.m. (pursuant to Council Rule 2.2.A). Open Forum speaker information and motion of adjournment and adjournment time were provided by the City Council Office for the minutes.]

OPEN FORUM

The following individual(s) spoke during the Open Forum:

- Abigail Douglas
- Aj Allen
- Alexandra Miesch
- Anna Vuletich
- Anthony Foote
- Antone Velone

- Ari Dean
- Arin Mitchell
- Ashliegh Brokken
- Baylie Crowley
- Brian Muegge
- Ciara Totton
- Connor Williams
- Courtney Mankiller
- Dalila
- Elizabeth Melville
- Jack Dunning
- JayLee Beach
- Jen
- Jeremiah Harding
- Jorge Guerrero
- Julie Peters
- Karl Boettner
- Kathryn Butcher
- Kaylee Jackman
- Keira Allard
- Minerva Mendez
- Nancy Ocegueda
- Okicize Mato
- Randy Heckman
- Robert Teal
- Robin Miller
- Scott Ward
- Sorren Lindamood
- Sunshine Wigen
- Terrance Nelson
- Xóchitl Anaya
- Zenthia Peterson

ADJOURNMENT
Motion by Council Member Dillon, seconded by Council Member Zappone, **to adjourn**; **carried 7-0.**

There being no further business to come before the City Council, the meeting adjourned at 7:58 p.m.

Minutes prepared by City Clerk Terri Pfister and submitted for publication in the June 24, 2026, issue of the *Official Gazette*.

Approved by Spokane City Council on July 15, 2026.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Giacobbe R. Byrd
City Clerk

Saluting Terri Pfister for Her Service to the City of Spokane

WHEREAS, Terri Pfister, our revered City Clerk, is retiring from service with the City effective on July 2, 2026; and

WHEREAS, Ms. Pfister began her career with the City of Spokane in May of 1991 as a stenographer in the City Clerk's office, beginning her tenure as a city employee in an age before the internet and cellular phones, when Spokane's annual basketball tournament Hoopfest was merely a year old, and the Lilac Bloomsday run was not yet even 15 years old; and

WHEREAS, Ms. Pfister was appointed Acting City Clerk in January 1996 and later nominated to be City Clerk, which the City Council approved on July 1, 1996; and

WHEREAS, the City Clerk is an essential position in municipal government, and the office has been included in Spokane City's Charter since the year 1910; and

WHEREAS, since 1896 the City of Spokane has had only 12 City Clerks, and Terri Pfister is the longest serving clerk in the history of Spokane; and

WHEREAS, the City Clerk position has been described as "the cornerstone of municipal transparency and essential public administration," ensuring that the City's business is conducted openly and accurately; and

WHEREAS, an eminent political scientist once said about the City Clerk:

> "No other office in municipal service has so many contacts. It serves the mayor, the city council... and all administrative departments without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together;"

and

WHEREAS, for more than thirty years Terri Pfister has gathered all of the City's "loose ends," serving without fanfare, and with unquestioned devotion to duty and the City of Spokane; and

WHEREAS, as City Clerk, Terri Pfister has shepherded the City Council through more than 1,200 meetings, quietly and professionally presiding as the rougher and raucous edges of democracy emerged in council; and

WHEREAS, as City Clerk, Terri Pfister was integral in the City's transition to a Strong-Mayor form of government in 2000; and

WHEREAS, as the chief records custodian, Terri Pfister and her staff worked tirelessly and for long hours to protect the public's right to City records and to ensure a fully open municipal government; and

WHEREAS, Terri Pfister has served as City Clerk for ten Spokane mayors, many of whom recognized her contribution, including Mayor Jim West, who ordained her "Ambassador of the First Order" in 2004; and

WHEREAS, Terri Pfister is admired among her fellow workers and City elected officials, who depend on her vast and unmatched institutional knowledge of city history, operations and legislation; and

WHEREAS, Terri Pfister earned her Certified Municipal Clerk (CMC) designation in 1998 and later achieved her Master Municipal Clerk (MMC) designation in 2008, through the International Institute of Municipal Clerks (IIMC), signifying her commitment to professional development and excellence in the municipal clerk profession, and representing years of education, experience, and dedication to serving local government and the public; and

WHEREAS, in 2007 she was recognized by her Washington State peers, receiving the distinction of "Clerk of the Year" by the Washington Municipal Clerks Association; and

WHEREAS, tonight, June 15, 2026, will be Terri Pfister's final council meeting as City Clerk; and

WHEREAS, Terri Pfister's serene and unflappable demeanor will be missed by her fellow employees, her fellow citizens and all who have had the pleasure of working with her;

NOW, THEREFORE, WE, Lisa Brown, Mayor of City of the Spokane, and Betsy Wilkerson, Spokane City Council President, on behalf of the citizens of Spokane, hereby salute Terri Pfister for her contributions and long service to the City of Spokane and its citizens.

I, Lisa Brown, Mayor of the City of Spokane, do hereunto set my hand and cause the seal of the City of Spokane to be affixed this 15th day of June in 2026

Lisa Brown
Mayor

I, Betsy Wilkerson, Spokane City Council President,
do hereunto set my hand and
cause the seal of the City of Spokane
to be affixed this 15th day of June in 2026

Betsy Wilkerson
City Council President

Saluting Laurie Farnsworth for Her Service to the City of Spokane

WHEREAS, Laurie Farnsworth, our Deputy City Clerk, is retiring from city service **effective on July 2, 2026**; and

WHEREAS, Ms. Farnsworth began her career with the City of Spokane in April 2002 as an Attorney Assistant in the City's legal department, and in 2009 was appointed Deputy City Clerk for the City of Spokane; and

WHEREAS, as Deputy City Clerk, Ms. Farnworth was responsible for fulfilling public records requests submitted to the City of Spokane and processed the majority of those requests; and

WHEREAS, as Deputy City Clerk, Ms. Farnsworth, with the City Clerk and her fellow staff ~~and her staff~~ worked tirelessly and for long hours to honor the letter and spirit of Washington's Sunshine Laws, protecting the public's access to City records and ensuring a fully open municipal government; and

WHEREAS, Ms. Farnsworth also presided regularly at City Council meetings, working to ensure the Council and the public benefitted from efficient conduct of the City's legislative business; and

WHEREAS, Ms. Farnsworth enjoys the respect and gratitude of her fellow workers, the City's elected officials, and the public for her quiet and steady devotion to her position and the City; and

WHEREAS, June 15, 2026, will be the final opportunity for the Mayor and City Council to bid a public and fond farewell to Laurie Farnsworth for her contributions; and

NOW, THEREFORE, WE, Lisa Brown, mayor of City of the Spokane, and Betsy Wilkerson, Spokane City Council President, on behalf of the citizens of Spokane, hereby salute Laurie Farnsworth for her contributions and long service to the City of Spokane and its citizens.

I, Lisa Brown, Mayor of the City of Spokane, do hereunto set my hand and cause the seal of the City of Spokane to be affixed this 15th day of June in 2026

Lisa Brown

Lisa Brown
Mayor

I, Betsy Wilkerson, Spokane City Council President,
do hereunto set my hand and
cause the seal of the City of Spokane
to be affixed this 15th day of June in 2026

Betsy Wilkerson

Betsy Wilkerson
City Council President

CITY OF SPOKANE

PROCLAMATION

WHEREAS, Juneteenth commemorates June 19, 1865, when enslaved African Americans in Galveston, Texas, learned of their freedom more than two years after the Emancipation Proclamation, and stands as a symbol of freedom, resilience, and the ongoing pursuit of justice and equality, celebrating African American history, culture, achievements, and contributions; and

WHEREAS, for the past 15 years, the Inland Northwest Juneteenth Coalition has preserved and promoted the significance of Juneteenth throughout the Inland Northwest by educating communities, fostering cultural understanding, creating opportunities for dialogue and engagement, and uniting individuals, families, businesses, faith communities, schools, nonprofit organizations, and public agencies in celebration of diversity, inclusion, and shared values; and

WHEREAS, through annual Juneteenth celebrations, educational programs, cultural performances, youth activities, community partnerships, and recognition of local leaders through initiatives such as the Pillar Awards, the Inland Northwest Juneteenth Coalition has strengthened community bonds, elevated awareness of African American heritage and contributions, and enriched the quality of life throughout the region marking 15 years of leadership, volunteer service, cultural preservation, civic engagement, and the enduring spirit of Juneteenth:

NOW, THEREFORE, I, Lisa Brown, Mayor of the City of Spokane, on behalf of the people of Spokane, do hereby proclaim June 19, 2026, as

JUNETEENTH

in Spokane.

I, Lisa Brown, Mayor of Spokane,
do hereunto set my hand and
cause the seal of the City of Spokane
to be affixed this
15th day of June 2026.

Lisa Brown

Lisa Brown
Mayor

MINUTES OF SPOKANE CITY COUNCIL

Monday, June 22, 2026

AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 3:32 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. A recording of the meeting can be found at the following link: https://vimeo.com/spokanecitycouncil.

Roll Call

On roll call, Council President Wilkerson and Council Members Cathcart, Dillon, Dixit, Telis, and Zappone were present. Council Member Klitzke arrived at 4:00 p.m. (appearing virtually).

City Administrator Alex Scott; Legislative Assistant Jackson Deese; City Council Policy Advisor Chris Wright; and Acting City Clerk Giacobbe Byrd were also present for the meeting.

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

Spokane Urban Native Advisory Council (SUNAC) (CPR 2026-0000)

The City Council interviewed Lacey Bacon-Abrahamson, Tamika Lamere, Toni Lodge, Maureen Rosette, Stephanie Sijohn, Jenny Slagle, Danielle Stensgar, Angel Tomeo, and Larae Wiley, candidates for appointments to the Spokane Urban Native Advisory Council (SUNAC).

BRIEFING ON AGENDA ITEMS

Final Agenda for June 22, 2026

The City Council received a briefing on the following agenda item(s), and Council inquiry and comment was held, with response by staff:

- SBO ORD C36885 / RES 2026-0042– SIP Loan / public safety capital equipment – Matt Boston
- SBO ORD C36904 - Quarterly HR range changes – Chris Wright

Updated Draft Agenda for June 29, 2026

There were no requests to brief items as the June 29th meeting has been canceled.

Draft Agenda for July 6, 2026

There were no requests to brief items as the July 6th meeting has been canceled.

Agenda for July 15, 2026

The City Council received a briefing on the following agenda item(s), and Council inquiry and comment was held, with response by staff:

- OPR 2026-0559 - On-Call Public Engagement / ICM Projects (Langdon Group) – Nate Sulya / Kevin Picanco
- OPR 2026-0560 - On-Call Public Engagement / ICM Projects (Horrocks) – Nate Sulya / Kevin Picanco
- OPR 2026-0561 - On-Call Public Engagement / ICM Projects (Kimley-Horn) – Nate Sulya / Kevin Picanco

CONSIDERATION OF AMENDMENT AND DEFERRAL REQUESTS
June 22, 2026, Final Agenda

OPR 2026-0536 (Council Sponsor: Council President Wilkerson and Council Member Telis)

Motion by Council Member Telis, seconded by Council Member Zappone, **to suspend Council Rules** to amend OPR 2026-0536; **carried 7-0.**

Motion by Council Member Telis, seconded by Council Member Dillon, to **adopt the amendment** to OPR 2026-0535 (filling in name of contractor and dollar amount, filed on June 22, 2026); carried **7-0.**

Special Budget Ordinance C36885 (Council Sponsors: Council Members Telis and Cathcart) and Resolution 2026-0042 (Council Sponsors: Council Members Telis and Cathcart)

Motion by Council Member Dillon, seconded by Council Member Zappone, **to adopt** the Dillon Proposed Amendments to both Special Budget Ordinance C36885 and Resolution 2026-0042 (both relating to the purchase of public safety capital equipment) filed June 18, 2026; **carried 7-0.** (Note: The adoption of the amendments carried without a rules suspension, which resulted in an automatic deferral of the items to July 15, 2026.)

Special Budget Ordinance C36904 (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Motion by Council Member Zappone, seconded by Council Member Klitzke, **to suspend Council Rules** to add the Wilkerson Proposed Amendment version of Special Budget Ordinance C36904 (relating to salary range changes for Quarter 2 - 2026) circulated and filed June 19, 2026, to tonight's Legislative Agenda; **failed 4-3.**

Motion by Council Member Dillon, seconded by Council Member Zappone, **to add** Special Budget Ordinance C36904 (relating to salary range changes for Quarter 2 – 2026) as originally filed June 18 to the July 15, 2026, Legislative Agenda; **carried 7-0.**

Motion by Council Member Dillion, seconded by Council Member Zappone, **to adopt** the Wilkerson Proposed Amendment to Special Budget Ordinance C36904 (relating to salary range changes for Quarter 2 - 2026) circulated and filed June 19, 2026; **carried 7-0.**

Emergency Ordinance C36887 (Council Sponsors: Council Members Dixit, Telis, and Dillon)
Motion by Council Member Zappone, seconded by Council Member Dillon, **to suspend Council Rules** to amend Emergency Ordinance C36887 (relating to a moratorium on data centers); **carried 5-2 (CP Wilkerson and CM Cathcart voting no).**

Motion by Council Member Zappone, seconded by Council Member Dillon, **to adopt** the Zappone Proposed Amendment No. 2 to Emergency Ordinance C36887 (relating to a moratorium on data centers); **carried 5-2 (CP Wilkerson and CM Cathcart voting no).**

Ordinance C36877 (Council Sponsors: Council Members Dillon, Klitzke, and Dixit)
Motion by Council Member Zappone **to withdraw** the Zappone Proposed Amendment to Ordinance C36877 (relating to a right for cooling for residential tenants); **carried by unanimous consent.**

Motion by Council Member Telis **to withdraw** the Telis Proposed Amendment to Ordinance C36877 (relating to a right for cooling for residential tenants); **carried by unanimous consent.**

OPR 2026-0489 (Council Sponsors: Council Members Klitzke and Zappone)
Motion by Council Member Zappone **to reconsider** OPR 2026-0489 (relating to project design, project management and installation of modular furniture on the fourth floor of City Hall); **carried 5-2 (CM Cathcart and CM Dixit voting no).**

June 29, 2026, Updated Draft Agenda
There were no considerations of amendments or deferrals for the June 29, 2026, Updated Draft Agenda, as the June 29th meeting has been canceled.

July 6, 2026, Draft Agenda
There were no considerations of amendments or deferrals for the July 6, 2026, Draft Agenda, as the July 6th meeting has been canceled.

Action to Approve Agenda
The City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Dillon seconded by Council Member Klitzke, **to approve** the June 29, 2026 Agenda, as amended, as next week's Final Agenda; **carried 7-0.**

Council Recess/Executive Session
The City Council recessed at 4:27 p.m. No executive session was held. The City Council reconvened at 6:02 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Land Acknowledgement
Council President Wilkerson started the meeting off by reading the "Land Acknowledgement" (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Wilkerson.

Roll Call
On roll call, Council President Wilkerson and Council Members Cathcart (appearing virtually until he arrived in-person at 6:25 p.m.), Dillon, Dixit, Telis, and Zappone were present. Council Member Klitzke arrived at 6:52 p.m. (appearing virtually).

Legislative Assistant Jackson Deese; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Proclamations or Salutations.**

There were no **Reports from Community Organizations.**

There was no **Poetry at the Podium.**

BOARDS AND COMMISSIONS APPOINTMENTS

After an opportunity for public comment, with none provided, and Council commentary, the following action was taken:

Appointments to Arts Commission (CPR 1981-0043)
Upon 5-1 Voice Vote, the City Council **approved** (and thereby confirmed) the appointment of Sybil MacDonald to the Arts Commission for a term of June 15, 2026, through June 14, 2029.

REPORTS, CONTRACTS, AND CLAIMS AGENDA

After an opportunity for public comment and Council commentary, with none provided, the following actions were taken:

Upon 5-1 Voice Vote (Council Member Dixit voting "no"), the City Council **approved** the following item (taken separately):

Contract Amendment with Axon Enterprises, Inc. (Scottsdale, AZ) to add additional body cameras and tasers for Spokane Police Officers, as well as additional licenses and software, from July 1, 2026, through December 31, 2029─$1,896,462.72 for remaining life of contract. (OPR 2019-1095) (Council Sponsors: Council Members Telis and Cathcart)

Upon 4-2 Voice Vote (Council Members Dixit and Cathcart voting "no"), the City Council approved the following item (taken separately)

Public Works Agreement with Contract Design (Spokane) utilizing the Omnia Partners Cooperative Purchasing Agreements, Herman Miller Contract No.2020000622 and Fellowes Inc, Contract R221001 to provide project design, project management and installation of modular furniture on the fourth floor of City Hall from July 1, 2026, through January 31, 2027─$136,361.86 (incl. tax). (OPR 2026-0489) (Council Sponsors: Council Members Klitzke and Zappone)

Upon 7-0 Voice Vote, the City Council **approved** Staff Recommendations for the following items:

Low Bid of (to be determined at bid opening) (City, ST) for the grant funded project for the construction of a classroom addition at the existing Police Academy─$1,875,500. (OPR 2026-0536) (Council Sponsors: Council President Wilkerson and Council Member Telis)

Preventative Maintenance Agreement with Dundee Concrete and Landscaping, LLC. (Mead, WA) to remove and replace the old media for the Biofilter at the Water Reclamation Facility─$142,947 (plus tax). (OPR 2026-0538 / RFQ 6541-26) (Council Sponsors: Council Members Klitzke and Zappone)

Low Bid of Halme Construction, Inc. (Spokane) for 2025 Cycle 13 Traffic Calming project─$1,630,394. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhoods) (OPR 2026-0539 / ENG 2025046 / ENG 2025047 / ENG 2025048) (Council Sponsor: Council Member Klitzke)

Public Works Contract with Knight Const. and Supply, Inc. (Deer Park, WA) for the replacement of the bottom ash pan at the Waste to Energy Facility from July 1, 2026-June 30, 2027─not to exceed $752,824 (plus tax). (OPR 2026-0540 / PW ITB 6543-26) (Council Sponsors: Council Member Klitzke)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through June 5, 2026, total $9,368,909.28 (Check Nos.: 619980-620110; Credit Card Nos.: 003195-003218; ACH Nos.: 153283-153479), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $9,005,534.76. (CPR 2026-0002)

a. City Council Meeting Minutes: June 8, 2026. (CPR 2026-0013)

b. City Council Urban Experience Standing Committee Meeting Minutes: May 18 and June 15, 2026. (CPR 2026-0017)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE
Special Budget Ordinance C36886 (Council Sponsors: Council Members Telis and Cathcart)
After an opportunity for public comment and without any Council commentary, the following action was taken:

Upon 4-2 Roll Call Vote, the City Council **failed Special Budget Ordinance C36886** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to purchase prescription eyewear equipment for gas masks, and declaring an emergency.

Ayes:	Cathcart, Telis, Wilkerson, and Zappone
Nos:	Dillon and Dixit
Abstain:	None
Absent:	Klitzke

For Council action on Special Budget Ordinance C36885, see section of minutes under 3:30 p.m. Agenda Review Session.

For Council action on Special Budget Ordinance C36904, see section of minutes under 3:30 p.m. Agenda Review Session.

(Clerical Note: Council Member Klitzke joined the meeting virtually at 6:52 p.m.**)**

EMERGENCY ORDINANCE
Emergency Ordinance C36887 (As amended during today's 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Dixit, Telis, and Dillon)
After an opportunity for public testimony and Council commentary, the following action was taken:

Upon 6-1 Roll Call Vote, the City Council **passed Emergency Ordinance C36887,** as amended, imposing an immediate one-year citywide moratorium on the filing, acceptance, processing, review, and approval of applications to establish or expand data centers, setting a public hearing; and declaring an emergency.

Ayes: Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: Cathcart
Abstain: None
Absent: None

RESOLUTIONS

For Council action on Resolution 2026-0042, see section of minutes under 3:30 p.m. Agenda Review Session.

FINAL READING ORDINANCE

(**Clerical Note:** the title of Final Reading Ordinance C36884 was read and public comment was taken out of the sequence in which this item appeared on the agenda. After public comment, no Council action was taken until after Open Forum. However, the action appears in the minutes as reflected below rather than after Open Forum.)

Final Reading Ordinance C36884 (Council Sponsors: Council President Wilkerson and Council Members Cathcart, Dillon, Dixit, Klitzke, Telis, and Zappone)
After an opportunity for public comment and Council commentary, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36884** formally establishing the Spokane Urban Native Advisory Council (SUNAC) to strengthen and guide the City of Spokane's relationship with the community's urban Native residents; creating a new Chapter 04.42 to Title 04 of the Spokane Municipal Code.

Ayes: Cathcart, Dillon, Dixit, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: Klitzke

FIRST READING ORDINANCE

The following Ordinance was read for the first time, with further action deferred. Public comment was received on the First Reading Ordinance.

ORD C36877 Creating a right for cooling for residential tenants and requiring that adequate cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon, Klitzke, and Dixit) (First Reading

deferred to June 22, 2026, Agenda, from June 1, 2026, Agenda, during May 18, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Second Reading to July 15, 2026.) (As amended during June 8, 2026, 3:30 p.m. Agenda Review Session)

There were no **Special Considerations.**

There were no **Hearings.**

[The City Clerk left the meeting at 9:25 p.m. (pursuant to Council Rule 2.2.A), and returned shortly thereafter to remind Council that action was still needed on Final Reading Ordinance C36884. As noted in the minutes above, Council took action on Ordinance C36884 after the conclusion of Open Forum. Open Forum speaker information and motion of adjournment and adjournment time were provided by the City Council Office for the minutes.]

OPEN FORUM

The following individual(s) spoke during the Open Forum:

- Antone Velone
- Dave Bilsland
- David Brookbank
- Will Hulings
- Jeremiah Harding
- Rockwell Mckean
- Steven Wareham
- Sunshine Wigen
- Téa Moreau

ADJOURNMENT
Motion by Council Member Dixit, seconded by Council Member Zappone, **to adjourn**; **carried 6-0.**

There being no further business to come before the City Council, the meeting adjourned at 9:43 p.m.

Minutes prepared by Acting City Clerk Giacobbe Byrd and submitted for publication in the July 1, 2026, issue of the *Official Gazette*.

Approved by Spokane City Council on July 15, 2026.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Giacobbe R. Byrd
Acting City Clerk

SPECIAL MEETING MINUTES
City of Spokane
City Council Study Session, City Hall, Council Chambers
808 W Spokane Falls Blvd.
June 11, 2026

Call to Order: 11:05 a.m.

Meeting Recording: https://vimeo.com/1200555976?fl=pl&fe=sh

Attendance:

Present: Council President Betsy Wilkerson, Council Members Michael Cathcart (attended virtually and joined at 11:07 a.m.), Kitty Klitzke, Zack Zappone, Paul Dillon, Kate Telis, and Sarah Dixit.

Absent: None

Agenda Item:

BuildSpokane Code Modernization Project Update
Staff and consultant briefing on the City's ongoing BuildSpokane code modernization effort. Topics will include:

- Project status and schedule
- Introduction to Module 1: Administration and Procedures
- Proposed updates to development review and permit procedures
- Next steps

Executive Session:

None.

Adjournment:
The meeting adjourned at 12:13 p.m.

Minutes prepared and submitted for publication in the June 24, 2026, issue of the Official Gazette.

Giacobbe R. Byrd
Director, Council Office

Approved by City Council on July 15, 2026.

_____
Besty Wilkerson
City Council President

Attest:

_____
Giacobbe R. Byrd
City Clerk

Special Meeting Minutes

Spokane City Council Joint Meeting with the Board of County Commissioners and the Spokane International Airport

Spokane Regional Health District

1101 W College Ave, Spokane, WA 99201

June 18, 2026

Call to order:
11:33 a.m.

A recap of the meeting can be viewed online at: https://vimeo.com/1202658204

Meeting attendance:
Council Members present were: Council President Wilkerson, Council Members Klitzke (arrived at 11:34 a.m.), Cathcart, Zappone, Dillon (arrived at 11:34 a.m.), and Dixit

Council Members absent were: Council Member Telis

Meeting agenda:

Welcome and Introductions (Roundtable)

TREX Project Update from Spokane International Airport (led by Airport staff)

- See slides attached

Executive session:
Topic: Potential litigation

Start time: 11:54 a.m.

Annouced end time: 12:54 p.m.

Extensions: one 10min extension

End time: 1:01 p.m.

Attorneys Present: Mike Piccolo, Elizabeth Schoedel, Matt Folsom, Devin Curda, Brian Werst, Jeffrey Longsworth, John Sheehan, and Meredith Weinberg.

Adjournment:
The meeting adjourned at 1:01 p.m.

Minutes prepared and submitted for publication in the July 1, 2026, issue of the Official Gazette.

Approved by City Council on July 15, 2026.

_____
Besty Wilkerson
City Council President

Attest:

_____
Giacobbe R. Byrd
Acting City Clerk

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/15/2026

Date Rec'd	6/9/2026		
Clerk's File #	ORD C36889		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	HEATHER PAGE 6578	**Requisition #**	
Contact E-Mail	HPAGE@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	SBO - HEART FUND - 1595		

Agenda Wording

This funding is for the 2026 HEART Development fund application period which opened March 2nd, 2026, and closed May 1st, 2026. $5,800,00 was put out in RFP, and $3,151,134 has been selected to award through the Affordable Housing Committee (AHC) and the CHHS Board. Funding is released through this SBO to use cash on hand and fund these contracts with needed budget capacity.

Summary (Background)

This funding is for the 2026 HEART Development fund application period which opened March 2nd, 2026, and closed May 1st, 2026. $5,800,00 was put out in RFP, and $3,151,134 has been selected to award through the Affordable Housing Committee (AHC) and the CHHS Board. Funding is released through this SBO to use cash on hand and fund these contracts with needed budget capacity.

What impacts would the proposal have on historically excluded communities?

HEART funds support households earning less than 60% AMI, meeting one of the restrictive use categories as identified in the RCW. This includes, Veterans, Seniors, households experiencing homelessness, households at-risk of homelessness, households fleeing domestic violence, unaccompanied youth and young adults, person with disabilities including behavioral health disabilities. These are households that represent 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?

HEART projects follow federal protocols in reporting demographic data associated with projects when applicable and CHG reporting guidelines otherwise. Data is reported in Neighborly, HHS's contract management software.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

The performance of HEART projects is reported annually. Changes are made to the affordable housing program based on the performance of current and past projects.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The HEART funding allocations align with the SMC 08.07C and RES 2026-0015.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** $3,151,134
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

1590/HEART Funding for the construction projects comes from Sales and Taxes Revenue, a recurring funding source.

Amount		Budget Account
Expense	**$** $3,151,134	**#** 1595-53122-51010-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Taxes

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

N/A

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	**MANAGEMENT &**	MILLER, JACOB
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	hpage@spokanecity.org
dnorman@spokanecity.org	

ORDINANCE NO. C36889

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO AWARD HEART FUND DOLLARS TO PROJECTS SELECTED BY THE AFFORDABLE HOUSING COMMITTEE (AHC) AND THE COMMUNITY HOUSING AND HUMAN SERVICES (CHHS) BOARD, 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 HEART 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 HEART Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $3,151,134.
A) Of the increased appropriation, $3,151,134 is provided solely for contractual services in the Affordable Housing Construction program.

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 awarding of HEART Fund dollars to projects selected by the AHC and CHHS board, 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:** 06/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/15/2026

Date Rec'd	6/10/2026		
Clerk's File #	ORD C36890		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	DAWN KINDER 6443	**Requisition #**	
Contact E-Mail	DKINDER@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- EVICTION PREVENTION PROGRAM		

Agenda Wording

This adjustment will allow HHS to utilize all resources available to procure eviction prevention and eviction prevention mediation services to support SMC 10.57.210.

Summary (Background)

This adjustment will allow HHS to utilize all resources available to procure eviction prevention and eviction prevention mediation services to support SMC 10.57.210.

What impacts would the proposal have on historically excluded communities?

These funds will support excluded and marginalized households in accessing eviction prevention services authorized in SMC 10.57.210

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data related to eviction prevention services are tracked in HMIS allowing us to evaluate the demographics of those accessing services as well as other social determinants of health.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Utilizing HMIS all projects are held to their performance requirements via quarterly performance reporting to City Council, staff review during invoice processing, etc. HHS is consistent in ensuring projects that do not meet their targets receive technical assistance to address the issue, and ultimately can impose a redistribution of funds if projects consistently underperform.

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 in alignment with SMC 10.57.210 as passed by Council in early 2026 and ensure City resource are being put to use to best meet community need.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 20,000
Current Year Cost	$ 20,000
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 20,000	# 1785-58102-51010-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

A portion of rental-related business license fees and rental registry revenues are collected within this fund.

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	MANAGEMENT &	MILLER, JACOB
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	dnorman@spokanecity.org

ORDINANCE NO. C36890

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO PROVIDE EVICTION PREVENTION SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Residential Rental Property Mitigation 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 Residential Rental Property Mitigation Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $20,000.
A) Of the increased appropriation, $20,000 is provided solely for contractual services in the Eviction Prevention program.

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 provide eviction prevention services, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/15/2026

Date Rec'd	6/10/2026		
Clerk's File #	ORD C36891		
Cross Ref #			
Project #			
Submitting Dept	PARKS - BUDGET & FINANCE	**Bid #**	
Contact Name/Phone	RICH LENTZ 6779	**Requisition #**	
Contact E-Mail	RLENTZ@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	PARKS SBO FOR ACCOUNTANT		

Agenda Wording

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ADD AN ACCOUNTANT POSITION FOR PARKS & RECREATION, AND DECLARING AN EMERGENCY.

Summary (Background)

The purpose of this special budget ordinance is to authorize the addition of a 1.0 classified accountant position in the Spokane Parks and Recreation Division.

What impacts would the proposal have on historically excluded communities?

The purpose of this SBO is to authorize the addition of an accountant. This position will support the Spokane Parks and Recreation Division in delivering the projects outlined in the Together Spokane initiative and City of Spokane Parks and Natural Lands Master Plan.

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?

The purpose of this SBO is to authorize the addition of an accountant. This position will support the Spokane Parks and Recreation Division in delivering the projects outlined in the Together Spokane initiative and City of Spokane Parks and Natural Lands Master Plan.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Together Spokane Spokane Parks Master Plan

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 50,000
Current Year Cost	**$** 50,000
Subsequent Year(s) Cost	**$**

Narrative

The purpose of this special budget ordinance is to authorize the addition of a 1.0 classified accountant position in the Spokane Parks and Recreation Division.

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?

Park Fund (Levy Funds)

Expense Occurrence	Recurring

Other budget impacts (revenue generating, match requirements, etc.)

Wages & Benefits

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM	**MANAGEMENT &**	MILLER, JACOB
Division Director	CONLEY, JASON K.		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO C36891

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ADD AN ACCOUNTANT POSITION FOR PARKS & RECREATION, 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 1.0 classified Accountant position (from 1.88 to 2.88) in Parks & Recreation.

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 add a new Accountant position funded by the Parks levy, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 06/01/2026

Committee Agenda type: Discussion

Council Meeting Date: 06/22/2026

Date Rec'd	5/22/2026		
Clerk's File #	ORD C36885		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON X6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – PUBLIC SAFETY SIP LOANS FOR POLICE AND		

Agenda Wording

To ensure timely purchasing of capital equipment, Police and Fire departments need to finance their equipment purchase(s) with a loan from the Spokane Investment Pool (SIP).

Summary (Background)

A single SIP loan totaling $4,000,000 will be issued to finance Police and Fire capital equipment purchases. Of the total amount, $2,500,000 will support Police capital equipment and $1,500,000 will support Fire capital equipment. This financing implements the funding plan identified in the 2026-2031 Capital Improvement Program (CIP) for the acquisition of Police and Fire capital equipment. The SIP loan will be structured as a line of credit, allowing funds to be drawn as needed. The first draw is anticipated to occur after December 1, 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	$ 4,000,000
Current Year Cost	$ 4,000,000
Subsequent Year(s) Cost	$ 0

Narrative

Issuing a SIP loan for Police and Fire capital allows them to acquire the equipment they need today and pay for it over the next five years as they use it.

Amount		Budget Account
Expense	$ 2,500,000	# 5901-XXXXX-97186-80102-99999
Expense	$ 1,500,000	# 5901-XXXXX-97187-80102-99999
Revenue	$ 2,500,000	# 5902-XXXXX-99999-39787-99999
Expense	$ 2,500,000	# 5902-XXXXX-94210-56401-XXXXX
Revenue	$ 1,500,000	# 5903-XXXXX-99999-39787-99999
Expense	$ 1,500,000	# 5903-XXXXX-94220-56401-XXXXX

Funding Source	One-Time
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

No, this is an internal SIP loan.

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

To purchase one-time capital equipment.

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	MILLER, JACOB
Division Director	STRATTON, JESSICA		
Accounting Manager	HAACK, KELLY A.		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

jmiller@spokanecity.org	Jstratton@spokanecity.org
mboston@spokanecity.org	sneal@spokanecity.org

ORDINANCE NO C36885

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO FINANCE THE PURCHASE OF PUBLIC SAFETY CAPITAL EQUIPMENT, 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 SIP Debt Fund and Police Capital Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the SIP Debt Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $4,000,000.
A) Of the increased appropriation, $4,000,000 is provided solely for an operating transfer-out to the Police Capital Fund.

Section 2. That in the budget of the Police Capital Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $4,000,000.
A) Of the increased revenue, $4,000,000 is provided solely for an operating transfer-in from the SIP Debt Fund.

2) Increase appropriation by $4,000,000.
A) Of the increased appropriation, $4,000,000 is provided solely for capital machinery/equipment.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to finance the purchase of public safety capital equipment, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

As amended on 6/22/2026

_____ _____

Mayor Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 06/22/2026

Date Rec'd	6/17/2026
Clerk's File #	ORD C36904
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	ALLISON ADAM 6383
Contact E-Mail	AADAM@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	SPECIAL BUDGET ORDINANCE – Q2 2026 HR RANGE CHANGE

Agenda Wording

Quarter 2 Special Budget Ordinance Human Resources conducted a salary analysis of job classifications due to changes in job and duties and responsibilities

Summary (Background)

The City's Human Resources department conducted an internal and external salary analysis of the job classifications attached due to a change in duties and job responsibilities.

What impacts would the proposal have on historically excluded communities?

N/A - internally facing operation

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A - internally facing operation

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A - internally facing operation

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Ensures compensation equity

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be fund

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence	Recurring

Other budget impacts (revenue generating, match requirements, etc.)

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

Approvals		Additional Approvals	
Dept Head	MCDANIEL, ADAM	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	GBYRD		
Accounting Manager	LIPPS, JOSH		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	GBYRD		

Distribution List

ORDINANCE NO C36904

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Director of Arts, Culture, and Historic Preservation classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	723	Director of Arts, Culture, and Historic Preservation	---	A01-54	---	$102,375-$143,654

2) Change the grade and associated pay range for the Senior Legislative Assistant classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Exempt	726	Senior Legislative Assistant	---	A07-39	---	$67,735-$95,234

Section 2. That in the budget of the Fire/EMS Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Fire Information Specialist classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	060	Fire Information Specialist	---	A02-38	---	$68,048-$96,361

Section 3. That in the budget of the Water - Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Instrumentation, Controls, & Electrical Technician classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	648	Instrumentation, Controls, & Electrical Technician	A05-37	A05-39	$56,418-$88,594	$57,963-$94,273

2) Change the grade and associated pay range for the Senior Instrumentation, Controls, & Electrical Technician classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	647	Senior Instrumentation, Controls, & Electrical Technician	A05-42	A05-44	$60,740-$99,973	$62,640-$103,189

Section 4. That in the budget of the Developer Services Center/Building Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Energy Auditor classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	319	Energy Auditor	---	A02-43	---	$76,880-$109,035

Section 5. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Council Briefing Paper
Finance & Administration Committee

Committee Date	June 22, 2026
Submitting Department	Human Resources
Contact Name	Allison Adam, Director of HR
Contact Email & Phone	aadam@spokanecity.org; 625-6383
Council Sponsor(s)	Council President Wilkerson and Council Member Dillon
Select Agenda Item Type	☒Discussion Time Requested: 10 min
Agenda Item Name	Special Budget Ordinance – Q2 2026 HR Range Change
Grant Item	☐ Yes ☒ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only

Summary

What is the specific purpose or need for the budget adjustment?

What changes or developments have triggered this request?

The City's Human Resources department conducted an internal and external salary analysis of the job classifications below due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range
Civil Service Request						
M&P-B	060	Fire Information Specialist	---	A02-38	---	$68,047.92 - $96,361.20
M&P-B	319	Energy Auditor	---	A02-43	---	$76,880.16 - $109,035.36
Department Director Request						
M&P-A	723	Director of Arts, Culture, and Historic Preservation	---	A01-54	---	$102,374.64 - $143,654.40
Exempt Confid.	726	Senior Legislative Assistant	---	A07-39	---	$67,734.72 - $95,233.68
Union Request						
Local 270	648	Instrumentation, Controls, & Electrical Technician	A05-37	A05-39	$56,417.76 - $88,593.84	$57,962.88 - $94,273.20
Local 270	647	Senior Instrumentation, Controls and Electrical Technician	A05-42	A05-44	$60,739.92 - $99,973.44	$62,640.00 - $103,188.96

Fiscal Impact

As amended on 6/22/2026

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Total Cost: For SPNs with former ranges, Citywide: $49,765-$74,992 and General Fund: $13,480. However, for SPNs without a former range, indeterminable.

Current year cost: For SPNs with former ranges, Citywide: $21,054-$31,727 and General Fund: $5,703. However, for SPNs without a former range, indeterminable.

Subsequent year(s) cost: The cost in subsequent years will be the total cost ranges above multiplied by the contracted Cost of Living Adjustments (COLAs) applicable to that year and union.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?
  No budget change will be made this year, but personnel expenses will change in the effected funds.

- What operational changes will occur because of this adjustment?
  No operational changes.

- What are the potential risks or consequences of not approving the budget adjustment?
  If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  Ensures compensation equity.

What current racial and other inequities might this special budget ordinance address?

Ensure compensation equity

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/15/2026

Date Rec'd	5/20/2026		
Clerk's File #	RES 2026-0043		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	CHRIS WRIGHT 625-6210	**Requisition #**	
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	COUNCIL RESOLUTION ON BIENNIAL BUDGET PRIORITIES		

Agenda Wording

A Resolution setting forth the City Council's budget priorities for the 2027-2028 biennium, pursuant to Section 07.14.030 of the Spokane Municipal Code.

Summary (Background)

Section 07.14.030.E of the Spokane Municipal Code provides that the City Council is to adopt a resolution identifying council budget priorities, to be placed on the Finance and Administration Committee agenda as a standing legislative item, with final council action to occur no later than the first council meeting in July. The attached resolution is intended to fulfill the council's obligation under SMC 07.14.030. This sponsor substitution (dated June 18, 2026) lists the following priorities: 1. MUNICIPAL COURT: Funding shall be prioritized to address known deficiencies in existing facilities and support. Each fiscal year of the 2027 and 2028 biennium will reflect a 7.5% increase in total allocations above the prior year's budgeted allocation. 2. PUBLIC DEFENDERS: To comply with updated state caseload mandates, the budget shall prioritize funding for gradual FTE expansion, necessary support staff, and facilities accommodations. This shall include a targeted increased allocation of 10% per annum, inclusive of new grant moneys. 3. PROACTIVE ENGAGEMENT: Council supports enhanced funding for interdepartmental proactive engagement efforts modelled after the successful Crisis Outreach, Response, and Engagement ("C.O.R.E.") Plan. 4. RESERVE FUNDS: The City Council prioritizes the delivery of a comprehensive strategy and timeline to achieve full statutory funding for all City reserve accounts. The City Council expects the resumption of regular quarterly reserve summary reports and the Administration's forecast of fund balances for the 2027-2028 biennium. To accelerate reserve funding, the budget shall dedicate an amount equal to 0.5% of General Fund 2026 mid-biennial budgeted expense allocations to the Contingency Reserve Account each year of the biennium to address the current deficit. Any allocated fund amounts exceeding the 10% Contingency Reserve target shall be swept into the Revenue Stabilization Account. 5. LIBRARIES: Continued support for the public library system is a City Council priority. The City Council will work with our Library and Administration partners to budget adequate bridge funding

ahead of a library levy in 2027-2028. 6. NEIGHBORHOOD MATCHING GRANTS: To better support thriving neighborhoods and community engagement, the City Council prioritizes increased allocations over the biennium toward a neighborhood matching grants program. 7. GOLF FUND SIP LOAN: The 2027 budget shall include a schedule for accelerated repayment of SIP loans. 8. ANIMAL CONTROL: Fund the SCRAPS contract in full compliance with all contractual obligations. 9. FIRE DISTRICT STUDY: Council prioritizes advancing a fire protection district feasibility study, beginning with internal analysis and culminating in funding for a professional consultant. 10. BUDGET PROCESS ENHANCEMENTS: The City Council prioritizes exploration of how to best integrate equitable budgeting principles into the City's budget development framework. 11. TEMPORARY MUNICIPAL UTILITY TAX: Maintaining affordable access to utilities is a community priority. The City Council supports allowing the 2025-26 temporary 1.5% utility tax increase to expire and directs the Administration to build the baseline budget using the standard 20% rate throughout the 2027-28 biennium. 12. REVENUE FORECAST: Prior to receiving Administration's six-year and biennial revenue forecasts and subject to vacillating market conditions, the City Council advises that preliminary baseline biennial sales tax revenue growth assumptions should target a responsible 1.5% to 2.0% range, with an overall projected biennial General Fund revenue growth cap of 3% to 3.5%. 13. FISCAL OFFSETS: The City Council will collaborate with Administration to identify and present corresponding monetary offsets necessary to balance the budget and meet the funding priorities set forth herein. The resolution further sets forth council intent to finalize and adopt a balanced, realistic 2027-2028 biennial budget no later than December 7, 2026.

What impacts would the proposal have on historically excluded communities?

Not analyzed.

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 analyzed.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not analyzed

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 resolution is intended to fulfill the Council's obligation to establish budget priorities pursuant to SMC 07.14.030.

Council Subcommittee Review

Not applicable.

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	

Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
	budget@spokanecity.org
amcdaniel@spokanecity.org	kfairborn@spokanecity.org
jdeese@spokanecity.org	

RESOLUTION 2026-0043

A Resolution setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code.

WHEREAS, the City Council has historically adopted the annual budget for the City of Spokane in December of each year, following a process of fiscal planning, public input, and collaboration with the Mayor and team; and

WHEREAS, on June 11, 2024, the City Council adopted Ordinance C36531 at the request of the administration, which ordinance converted the City's budget from an annual budget to a biennial budget; and

WHEREAS, on December 9, 2024, the City Council adopted Ordinance C36626, establishing the City's first biennial budget; and

WHEREAS, on March 31, 2025 the City Council enacted Ordinance C36641, which revised timelines for budget development in the Spokane Municipal Code and established a procedure in Section 07.14.030 of the Spokane Municipal Code for City Council to set forth budget priorities each year by resolution; and

WHEREAS, Ordinance C36641 was signed by the Mayor on April 10, 2025 and the changes to the Spokane Municipal Code became effective on May 10, 2025; and

WHEREAS, Section 07.14.030.E of the Spokane Municipal Code provides:

> Concurrent to the joint budget deliberations, the City Council …shall develop a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July[;].

and

WHEREAS, The City's General Fund is projected to experience a persistent structural budget deficit throughout the 2027-28 biennium, where projected expenditure growth outpaces baseline revenue growth, straining the City's capacity to maintain current service levels without significant adjustments to expenditures, revenue policies, or both; and

WHEREAS, the City Council continues to urge the Washington State Legislature to expand flexible municipal revenue tools that enable local governments to invest sustainably in community safety, public engagement, and thriving libraries; and

WHEREAS, the City faces projected biennial cost increases related to employee compensation, infrastructure liabilities, inflationary pressures, and the establishment of an independent Public Safety Answering Point (PSAP); and

WHEREAS, the City Council intends to fulfill its budgetary obligations under SMC 07.14.030.E in structural alignment with these fiscal realities.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council requests the following priorities guide the development and adoption of 2027-28 biennial budget:

1. MUNICIPAL COURT: Funding shall be prioritized to address known deficiencies in existing facilities and support. Each fiscal year of the 2027 and 2028 biennium will reflect a 7.5% increase in total allocations above the prior year's budgeted allocation.
2. PUBLIC DEFENDERS: To comply with updated state caseload mandates, the budget shall prioritize funding for gradual FTE expansion, necessary support staff, and facilities accommodations. This shall include a targeted increased allocation of 10% per annum, inclusive of new grant moneys.
3. PROACTIVE ENGAGEMENT: Council supports enhanced funding for interdepartmental proactive engagement efforts modelled after the successful Crisis Outreach, Response, and Engagement ("C.O.R.E.") Plan.
4. RESERVE FUNDS: The City Council prioritizes the delivery of a comprehensive strategy and timeline to achieve full statutory funding for all City reserve accounts. The City Council expects the resumption of regular quarterly reserve summary reports and the Administration's forecast of fund balances for the 2027-2028 biennium. To accelerate reserve funding, the budget shall dedicate an amount equal to 0.5% of General Fund 2026 mid-biennial budgeted expense allocations to the Contingency Reserve Account each year of the biennium to address the current deficit. Any allocated fund amounts exceeding the 10% Contingency Reserve target shall be swept into the Revenue Stabilization Account.
5. LIBRARIES: Continued support for the public library system is a City Council priority. The City Council will work with our Library and Administration partners to budget adequate bridge funding ahead of a library levy in 2027-2028.

6. NEIGHBORHOOD MATCHING GRANTS: To better support thriving neighborhoods and community engagement, the City Council prioritizes increased allocations over the biennium toward a neighborhood matching grants program.
7. GOLF FUND SIP LOAN: The 2027 budget shall include a schedule for accelerated repayment of SIP loans.
8. ANIMAL CONTROL: Fund the SCRAPS contract in full compliance with all contractual obligations.
9. FIRE DISTRICT STUDY: Council prioritizes advancing a fire protection district feasibility study, beginning with internal analysis and culminating in funding for a professional consultant.
10. BUDGET PROCESS ENHANCEMENTS: The City Council prioritizes exploration of how to best integrate equitable budgeting principles into the City's budget development framework.
11. TEMPORARY MUNICIPAL UTILITY TAX: Maintaining affordable access to utilities is a community priority. The City Council supports allowing the 2025-26 temporary 1.5% utility tax increase to expire and directs the Administration to build the baseline budget using the standard 20% rate throughout the 2027-28 biennium.
12. REVENUE FORECAST: Prior to receiving Administration's six-year and biennial revenue forecasts and subject to vacillating market conditions, the City Council advises that preliminary baseline biennial sales tax revenue growth assumptions should target a responsible 1.5% to 2.0% range, with an overall projected biennial General Fund revenue growth cap of 3% to 3.5%.
13. FISCAL OFFSETS: The City Council will collaborate with Administration to identify and present corresponding monetary offsets necessary to balance the budget and meet the funding priorities set forth herein.

BE IT ALSO RESOLVED that, with adherence to the foregoing priorities, the City Council requests focused discussions at the coming budget sessions on these priorities and commits to working with the Administration to finalize and adopt a balanced, realistic biennial 2027-2028 budget no later than December ___, 2026.

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:** 06/15/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/9/2026
Clerk's File #	RES 2026-0044
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HOMELESS SERVICES
Contact Name/Phone	KERI 6577
Contact E-Mail	KCEDERQUIST@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	HOMELESS, HOUSING, OPERATIONS, AND SERVICES (HHOS) FUNDING

Agenda Wording

Funding Allocation from the City of Spokane's Housing and Homeless Services department for the Homeless, Housing, Operations, and Services program.

Summary (Background)

The City of Spokane Housing and Homeless Services Department administers the Homeless, Housing, Operations, and Services (HHOS) program, which combines funding from the WA State Department of Commerce Consolidated Homeless Grant (CHG), Housing and Essential Needs (HEN), Document Recording Fees authorized by the Homeless Housing Assistance Act (HHAA), and HUD Emergency Solutions Grant (ESG) funds to support projects advancing the Spokane Regional Continuum of Care Strategic Plan to Prevent and End Homelessness. Following a competitive RFP process conducted in 2023, the City Council authorized contracts for FY25 and FY26. This action approves continuation funding for the third and final year of the 2024-2027 program cycle (FY27) to the subrecipients identified in Attachment A

What impacts would the proposal have on historically excluded communities?

HHOS-funded programs directly serve people experiencing or at risk of homelessness, a population that disproportionately includes individuals and families from historically excluded communities, including Black, Indigenous, and people of color, individuals with disabilities, and those experiencing poverty. Continuation of FY27 maintains access to critical housing stability services for these populations and prevents gaps in service delivery during the final year of the program cycle.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data is collected through the Homeless Management Information System (HMIS) and quarterly reports will be given by HMIS to Council on program outcomes.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

HHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures outlined in each contractual agreement. Program effectiveness is evaluated through the Continuum of Care Performance Management Plan metrics and annual subrecipient monitoring, including onsite visits and corrective action processes where applicable.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Services funded through the HHOS awards align with the Spokane Regional Continuum of Care Five-Year Strategic Plan to Prevent and End Homelessness, as well as the H.O.M.E. Starts Here initiative

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 6,858,302.43
Current Year Cost	$ 6,858,302.43
Subsequent Year(s) Cost	$ N/A

Narrative

FY27 HHOS subrecipient contracts are funded entirely through pass-through state and federal awards requiring no City general fund contribution.

Amount		Budget Account
Expense	$ 799,670.45	# 1540-95571-65410-54201-99999
Expense	$ 2,579,636.01	# 1540-95662-65410-54201-99999
Expense	$ 167,385.97	# 1540-95573-65410-54201-99999
Expense	$ 3,311,610.00	# 1540-95572-65410-54201-99999
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

Is this funding source sustainable for future years, months, etc? Funding sustainability is contingent on continued appropriation by the Washington State Legislature and federal appropriators. The City of Spokane does not control funding levels or continuation beyond the current grant cycle. FY27 represents the final year of the 2024-2027 HHOS program cycle; future funding will be subject to a new competitive RFP process

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Subrecipient contracts include projects earmarked as: 1. HUD Emergency Solutions Grant (ESG) 1:1 local funds match requirement 2. Department of Commerce allocations to Permanent Supportive Housing for Chronically Homeless Families and Housing and Essential Needs program

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	**ACCOUNTING -**	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	kcederquist@spokanecity.org
dnorman@spokanecity.org	

RESOLUTION 2026-0044

A resolution setting forth the City Council's approval and endorsement of funding for contracts for HHS arising from the 2024 – 2027 Homeless, Housing, Operations, and Services (HHOS) program allocation and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City of Spokane, through its Housing and Homeless Services Department (HHS) receives funds from the Washington State Department of Commerce Consolidated Homeless Grant (CHG), Housing and Essential Needs (HEN), Document Recording Fees authorized by the Homeless Housing Assistance Act (HHAA), and HUD Emergency Solutions Grant (ESG) funds; and

WHEREAS, the City uses said funds to support projects that advance the Spokane Regional Continuum of Care Strategic Plan to Prevent and End Homelessness; and

WHEREAS, the City of Spokane, through its HHS Department, issued an RFP on September 8, 2023 and conducted a competitive application process to identify qualified parties to deliver services to prevent and end homelessness; and

WHEREAS, the Human Services committee of the HHS Board thoroughly reviewed the applications received and recommended projects for funding; and

WHEREAS, pursuant to OPR 2024-0439, the City Council accepted the recommendations and authorized contracts for FY25-FY27 HHOS funds on June 3, 2024; and

WHEREAS, FY27 represents the third and final year of the 2024-2027 HHOS funding cycle for the projects set forth in Attachment A hereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses entering into contracts with the parties and for the programs selected through the above RFP process, as recommended by the HHS Human Services Committee and the HHS Board, and as identified in Attachment A hereto.

BE IT FURTHER RESOLVED that the City, by and through the appropriate officers, is authorized, without further action by the City Council, to execute all agreements, contract documents, and subsequent amendments, and to take any other action necessary to implement the above, consistent with the applicable funding source and approved budget authority.

BE IT FURTHER RESOLVED that these contracts shall be administered by the HHS Department.

ADOPTED by the City Council this _____ day of _____, 2026.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

Attachment A

Source	Grantee	Project Name	Awarded Amount
Commerce - CHG Standard	Catholic Charities	Onsite Supportive Housing Services	$165,964.54
Commerce - CHG PSH CHF	Catholic Charities	Onsite Supportive Housing Services (Chronically Homeless Families)	$187,010.91
Commerce - State HHAA (DRF)	Catholic Charities	Rapid Rehousing for Families	$127,773.00
Commerce - State HHAA (DRF)	Catholic Charities	Diversion	$159,000.00
Commerce - State HHAA (DRF)	Catholic Charities	Homeless Families Coordinated Assessment	$65,000.00
Commerce - CHG Standard	Catholic Charities	St Margaret's Shelter	$43,000.00
Commerce - State HHAA (DRF)	Catholic Charities	House of Charity	$280,137.00
HUD - ESG	Catholic Charities	House of Charity (ESG)	$167,385.97
Commerce - State HHAA (DRF)	Family Promise	Open Doors	$780,000.00
Commerce - State HHAA (DRF)	Family Promise	Support Services for District 81 Families	$51,000.00
Commerce - CHG HEN	Goodwill	Housing and Essential Needs	$3,311,610.00
Commerce - State HHAA (DRF)	Nuestras Raices	Esperanza	$98,831.00

Commerce - State HHAA (DRF)	SNAP	Singles Homeless Coordinated Assessment	$45,000.00
Commerce - State HHAA (DRF)	SNAP	Diversion	$68,000.00
Commerce - State HHAA (DRF)	SNAP	Rapid Rehousing for Singles	$200,000.00
Commerce - State HHAA (DRF)	Transitions	Home Yard Cottages	$108,255.00
Commerce - State HHAA (DRF)	Transitions	Women's Hearth	$100,000.00
Commerce - State HHAA (DRF)	Transitions	Transitional Living Center	$70,000.00
Commerce - State HHAA (DRF)	Transitions	Miryam's House	$50,000.00
Commerce - State HHAA (DRF)	Volunteers of America	Alexandria's House	$100,000.00
Commerce - State HHAA (DRF)	Volunteers of America	Permanent Supportive Housing	$236,640.00
Commerce - State HHAA (DRF)	Volunteers of America	Crosswalk Youth Shelter	$40,000.00
Commerce - CHG Standard	YWCA	DV SAFE Shelter	$403,695.00
		Total	**$6,858,302.43**

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/15/2026

Date Rec'd	6/9/2026		
Clerk's File #	RES 2026-0045		
Cross Ref #			
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 PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	2026 HEART FUNDING RECOMMENDATIONS		

Agenda Wording

The 2026 HEART Development funds application period opened March 2, 2026, and closed May 1, 2026. HEART Development funds in the amount of $5,800,000 were available for allocation in the 2026 funding round.

Summary (Background)

Required technical assistance was part of the application process. CHHS staff offered both a public technical assistance workshop on March 17, 2026, and an additional ten (10) individual technical assistance meetings for maximum flexibility. In all, thirteen (13) organizations met with CHHS staff for technical assistance between March 17, 2026, and April 24, 2026. CHHS received five (5) applications in the 2026 funding round. Applications included requests for new construction, rehabilitation leading to new units, and shareholder ownership. The Affordable Housing Committee (AHC) reviewed the five (5) applications and recommended four (4) applications for funding to the CHHS Board. The CHHS Board met on June 3, 2026, to review the funding recommendations and approved them for consideration of the City Council. Applications were scored on conceptual soundness, financial feasibility, organizational capacity, project readiness, and the impacts of the project on housing disparities/historically excluded communities. Of the projects recommended for funding, three (3) projects are new construction projects. One (1) of the projects recommended for funding is a rehabilitation project leading to new units. A fifth project, a shareholder ownership project, was not selected for funding. However, the Committee expressed interest in seeing the project apply in future funding rounds when more of the project's concept is developed. Projects recommended for funding and the amounts recommended: $160,000 MiA - Mujeres in Action, Casa MiA $1,900,000 Cochran Management, LLC, Great Northern $ 641,134 Ministry Housing Investment Group, MHIG Apartments I $ 450,000 Spokane Housing Ventures/Catholic Housing Ventures, Wilton Apartments Rehabilitation HHS is requesting that City Council approve the funding recommendations, allowing HHS to enter into contracts with the subrecipients.

What impacts would the proposal have on historically excluded communities?

HEART funds support households earning less than 60% AMI, meeting one of the restrictive use categories as identified in the RCW. This includes, Veterans, Seniors, households experiencing homelessness, households at-risk of homelessness, households fleeing domestic violence, unaccompanied youth and young adults, person with disabilities including behavioral health disabilities. These are households that represent 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?

HEART projects follow federal protocols in reporting demographic data associated with projects when applicable and CHG reporting guidelines otherwise. Data is reported in Neighborly, HHS's contract management software.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

The performance of HEART projects is reported annually. Changes are made to the affordable housing program based on the performance of current and past projects.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The HEART funding allocations align with the SMC 08.07C and RES 2026-0015.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** $3,151,134
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

1590/HEART Funding for the construction projects comes from Sales and Taxes Revenue, a recurring funding source.

Amount		Budget Account
Expense	**$** 3,151,134	**#** 1595-53122-51010-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Taxes

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.		
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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chhscontracts@spokanecity.org	hpage@spokanecity.org
dnorman@spokanecity.org	

RESOLUTION 2026-0045

A resolution setting forth the City Council's approval and endorsement of funding for contracts for Housing and Homeless Services (HHS) arising from the HEART (1590) Sales and Uses Tax Revenue allocation. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, pursuant to RCW 82.14.530 and chapter 08.07C SMC, the City imposed a sales and use tax; and

WHEREAS, the moneys collected from said sales and use tax ("HEART Fund") may be used for grants, loans, or projects to construct, acquire, or fund the operations and maintenance of affordable housing; and

WHEREAS, HHS accepted applications for funding from the HEART Fund for affordable housing projects through an open, competitive process March 2, 2026, through May 1, 2026; and

WHEREAS, on May 27, 2026, the Community, Housing and Human Services (CHHS) Board's Affordable Housing Committee thoroughly reviewed the applications and recommended the following four projects for funding from the HEART Fund:

1.	Mujeres in Action – Casa MiA	$160,000
2.	Cochran Management, LLC – Great Northern	1,900,000
3.	Spokane Housing Ventures/Catholic Housing Ventures – Wilton Apartments Rehabilitation	$450,000
4.	Ministry Housing Investment Group – MHIG Apartments I	$641,134

and

WHEREAS, on June 3, 2026, the CHHS Board reviewed the Affordable Housing Committee's recommendations and approved the recommendations to go before the City Council for consideration; and

WHEREAS, the City Council has reviewed the CHHS Board's recommendations and approves the same.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts for the above affordable housing projects from the HEART Fund.

BE IT FURTHER RESOLVED that the City Council authorizes the administration through HHS and any other applicable staff to execute the appropriate contracts and related documents and to take any other action necessary to effect the above 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: PIES **Date:** 06/08/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/15/2026

Date Rec'd	6/3/2026		
Clerk's File #	RES 2026-0046		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	INGA NOTE 6331	**Requisition #**	
Contact E-Mail	INOTE@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	RESOLUTION FOR ARTERIAL SPEED LIMIT CHANGES		

Agenda Wording

Resolution proposing arterial speed limit changes on sections of Central Avenue, Cowley Street, Deer Heights Road, Palouse Highway, Sunset Highway, G Street, Perry Street, Valley Springs Road and Summit Blvd-Mission Avenue.

Summary (Background)

The following changes are recommended. 1. Valley Springs Road - speed reduction until such time that the roadway is widened and the sight distance on the curve is improved, along with establishing a 30 mph speed limit for inbound traffic at the city limits. 2. Summit-Mission and Perry Street - speed limit reduction as part of the Complete Streets review due to 2026 grind and overlay projects. 3. In response to the Mayor's Executive Order in July 2024, engineering staff in Streets and ICM began working on a methodology for arterial speed limit reviews. The draft methodology is based on the National Association of City Transportation Officials' methodology with some adjustments to fit better with Spokane's built environment. The analysis recommends a 5 mph reduction on Central Avenue, Cowley Street, Palouse Highway, Sunset Highway, and G Street. Deer Heights Road is recommended to be posted at 30 mph. Staff has already collected "before" speed data will do "after" studies to check driver compliance with the new posted speed limit. This study results will be used to fine-tune the draft arterial speed methodology, eventually taking it through Transportation Commission and then City Council for adoption as a formal city policy.

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 or infrastructure 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?

ICM has a contract in place to collect "after" speed data on each arterial. The results of those studies will be provided to Council.

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 the Safe Streets for All – Transportation Safety Directive (EO 2024-0007) and the Safe Streets Now! Resolution (2024-0053).

Council Subcommittee Review

None.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

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RESOLUTION NO. 2026-0046

A Resolution to revise the posted speed limit on sections of Central Avenue, Cowley Street, Deer Heights Road, Palouse Highway, Sunset Highway, G Street, Perry Street, Valley Springs Road and Summit Blvd-Mission Avenue.

WHEREAS, the City Council of the City of Spokane, pursuant to RCW 35.22.280(7), RCW 46.61.400, and RCW 41.61.415, has the authority to regulate and control the use of streets and has the authority to establish speed limits; and

WHEREAS, the City has previously adopted section 308-330-270 of the Model Traffic Ordinance authorizing the local authority to decrease or increase maximum speed limits after an engineering and traffic investigation by the traffic engineer; and

WHEREAS, the Mayor's Safe Streets for All – Transportation Safety Directive (EO 2024-0007) called for staff to review and analyze local data and best practices for arterial speed limits; and

WHEREAS, residents of the Beacon Hill area have expressed concern over the width of Valley Springs Road and visibility on a tight curve, and the traffic engineer finds a speed reduction to be appropriate; and

WHEREAS, sections of Perry Street and Summit Blvd-Mission Avenue will undergo a grind and overlay in 2026 and a speed limit reduction will provide better compliance with the bicycle component of the Complete Streets ordinance; and

WHEREAS, sections of Central Avenue, Cowley Street, Deer Heights Road, G Street, Palouse Highway and Sunset Highway are recommended for a speed limit change after evaluation with the NACTO City Limits methodology; and

WHEREAS, City staff has conducted an engineering and traffic investigation for each road segment listed in this resolution which establishes it in the public safety to adopt the new speed limits; and

WHEREAS, the Street Department will make the necessary changes to speed limit signage within 90 days of approval of this Resolution;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Spokane that the following speed limits are adopted:

Central Avenue from Division Street to Addison Street – 25 mph

Central Avenue from Wall Street to Division Street – 25 mph

Cowley Street from 4th Avenue to 10th Avenue – 25 mph

Deer Heights Road from US 2 to 12th Avenue – 30 mph

G Street from Wellesley Avenue to Northwest Boulevard – 25 mph

Palouse Highway from Regal Street to Freya Street – 30 mph

Perry Street from Empire Avenue to Wellesley Avenue – 25 mph

Summit Blvd-Mission Avenue from Maxwell Avenue to Pettet Drive – 25 mph

Sunset Highway from US 2 to Lewis Street – 45 mph

Valley Springs Road from 150' west of Havana Street to Custer Road – 20 mph

Valley Springs Road from Custer Road to the city limits – 30 mph

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Spokane, Street Department will prepare, install, and amend such signage as is required to carry out the foregoing provisions and the new speed limits shall become effective when posted; and

ADOPTED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effect

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 07/15/2026

Date Rec'd	6/9/2026		
Clerk's File #	RES 2026-0047		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ALEX SCOTT 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON SDIXIT MCATHCART		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF GIACOBBE BYRD AS THE CITY CLERK FOR THE CITY OF		

Agenda Wording

A resolution approving the appointment of Giacobbe Byrd as the City Clerk for the City of Spokane.

Summary (Background)

This resolution approves the appointment of Giacobbe Byrd as the City Clerk for the City of Spokane.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

This resolution appoints the City Clerk for the City of Spokane. The Office of the City Clerk is an administrative department that serves as the repository for the City's official records and supports both the legislative and administrative branches, while also serving the public by administering the City's public records request process and facilitating access to the City's records. The City Clerk acts as the City's Records Officer and the editor and publisher of the Official Gazette.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

SMC 03.01B.111 City of Spokane Charter Section 24 B

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

RESOLUTION 2026-0047

A resolution approving the appointment of Giacobbe Byrd as the City Clerk for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, the City Council Rules of Procedures state that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Giacobbe Byrd as the City Clerk for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Spokane, that it hereby approves the appointment of Giacobbe Byrd as the City Clerk for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/22/2026

Committee Agenda type: Consent

Council Meeting Date: 07/15/2026

Date Rec'd	6/16/2026		
Clerk's File #	RES 2026-0048		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	ELIZABETH L. 3262	**Requisition #**	
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SETTLEMENT RESOLUTION - WEST TERRACE GOLF V. CITY OF SPOKANE		

Agenda Wording

Resolution approving settlement on West Terrace Golf v. City of Spokane litigation where (1) City to receive money from Court Registry in the amount of $92,003.02; (2) account write off of $93,573.60 plus interest and penalties of $51,852.60; (3) in exchange for full satisfaction, waiver and release of all claims and dismissal of the lawsuit with prejudice.

Summary (Background)

West Terrace Golf L.L.C., filed a complaint challenging the City's outside city water rates, filed on June 5, 2017.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SCHOEDEL, ELIZABETH		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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rhulvey@spokanecity.org	

Clerk's File No. RES 2026-0048

RESOLUTION RE SETTLEMENT OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane is a defendant in litigation brought in the Spokane County Superior Court under the caption *West Terrace Golf L.L.C., a Washington limited liability company, Plaintiffs, v. City of Spokane, a municipal corporation in and for the State of Washington*, Spokane County Cause No. 17-2-02120-7, seeking declaratory judgment and challenging the City of Spokane's outside city water rates, filed on June 5, 2017, as more fully described in the Complaint filed in said cause of action, and

WHEREAS, the Parties have reached an agreement to settle all claims with Plaintiffs against the City, its officers, agents, employees and contractors, as generally outlined herein; and

WHEREAS, the Parties agree that the City shall withdraw from the Court Registry of Spokane County the entire balance of funds in the amount of $92,002.03 and the City will write off the remaining delinquency charges in the amount of $93,573.60 from August 2020 plus $51,852.60 in accrued interest and penalties in full satisfaction and in exchange for dismissal of the lawsuit (including Restraining Order) with prejudice; and

WHEREAS, the Parties agree that by settlement, all claims will be fully resolved without the need for a trial or any appeals. The parties will further agree there is no admission of any liability or wrongdoing on behalf of the City; and

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City of Spokane authorizes the Utility Billing Department to write off the delinquency specified in this Resolution.

2. The Mayor or designee shall execute documents consistent with the above.

3. The resolution of litigation shall be without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange Plaintiff will provide a signed release fully extinguishing all claims by Plaintiff in connection with the litigation and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

4. Plaintiffs will dismiss the underlying lawsuit with prejudice.

ADOPTED the City Council this _____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 06/01/2026

Committee Agenda type: Consent

Council Meeting Date: 06/22/2026

Date Rec'd	5/21/2026		
Clerk's File #	RES 2026-0042		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON 509-625-6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PUBLIC SAFETY SIP LOAN		

Agenda Wording

City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed $4,000,000.

Summary (Background)

City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed $4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for public safety vehicles, improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

What impacts would the proposal have on historically excluded communities?

N/A - debt financing for public safety capital

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 - debt financing for public safety capital

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A - debt financing for public safety capital

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?

CIP purchases are budgeted to use this funding.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	**$** $4,000,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

SIP loan of $4,000,000 for Public Safety to finance capital needs. SBO to accompany this resolution.

Amount		Budget Account
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	HAACK, KELLY A.		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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jmiller@spokane.org	

CITY OF SPOKANE, WASHINGTON

PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS

LIMITED TAX GENERAL OBLIGATION BONDS
SERIES [YEAR] (TAXABLE)

RESOLUTION NO. 2026–0042

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed $4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for public safety vehicles, improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

ADOPTED JUNE 22, 2026

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS

LIMITED TAX GENERAL OBLIGATION BONDS
SERIES [YEAR] (TAXABLE)
RESOLUTION NO. 2026-0042

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2026–0042

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed $4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for public safety vehicles, improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

WHEREAS, the Police Department of the City of Spokane (the "**City**") has identified certain vehicles, improvements, equipment, and apparatus – including approximately $4 million for police vehicles and equipment, communication devices, and technology improvements, (collectively, the "**Projects**") – that are necessary to meet the department's ongoing and annual needs; and

WHEREAS, the Police Department presently does not have funds on hand in an amount necessary to fund such Projects, and the City Council of the City (the "**City Council**") desires to support a capital funding methodology to provide a long-term, sustainable source of funding to the Police Department to make such purchases; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing the acquisition of public safety vehicles, improvements, equipment, and apparatus; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("**Investment Policy**") authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City now desires to authorize the issuance of a series of one or more limited tax general obligation bonds of the City to the Spokane Investment Pool (the "**SIP**") to be designated the "City of Spokane, Washington, Public Safety Vehicles, Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable)" in an aggregate principal amount of not to exceed $4,000,000 (the "**Bonds**") to be used to finance the purchase of public safety vehicles, improvements, equipment, and apparatus and to pay the costs of issuance of the Bonds; and

WHEREAS, the City intends to repay the Bonds with all legally available funds;

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bonds. If the interest rate on any such Bonds is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bonds shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bonds and all Draws thereon shall be paid into a separate account within the Asset Management Fund and used to pay the costs of the Projects.

Bond means the City of Spokane, Washington, Public Safety Vehicles, Improvements, Equipment, and Apparatus, Limited Tax General Obligation Bonds, Series [YEAR] (Taxable), issued pursuant to this Resolution in the aggregate principal amount of not to exceed $4,000,000.

Bond Owner or ***Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bonds.

City means the City of Spokane, Spokane County, Washington, a first-class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Draw or Draws means incremental draws on the Bonds as requested by the City.

Draw Period means the period during which the City may draw on the principal loan amount established hereunder, beginning on the date of issuance of the Bonds and ending two (2) years later.

Loan Draw Record means the administrative record kept by the SIP to record the date and dollar amounts of the Draws on the Bonds made by the City.

Maturity Date means a date established by SIP upon purchase of each Term Bond, in conformance with the semi-annual payment dates for each Term Bond, provided, such date shall not exceed the date that is five years from the date of issuance of each Term Bond.

Mayor means the Mayor of the City.

Outstanding Principal Balance of the Bonds means on any particular day the aggregate of all funds that the City has drawn from the SIP under the Bonds to that day, less the aggregate of all principal payments on the Bonds made by the City on or before that day.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

Projects means the plan for the acquisition of public safety vehicles, improvements, equipment, and apparatus as specified and adopted in Section 3 of this Resolution.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bonds.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Draw is made, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Term Bond means any borrowing outstanding on the multiple draw loan established hereunder that the City converts to a fixed rate term loan pursuant to the provisions of Section 5 of this Resolution.

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely

for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

SECTION 3. PLAN OF CAPITAL ACQUISITIONS.

The City has identified certain capital needs for public safety vehicles, improvements, equipment, and apparatus – including approximately $4 million for police vehicles and equipment, communication devices, and technology improvements, (as previously defined, the "**Projects**") – that are necessary to meet the Police Department's ongoing and annual needs. The City hereby approves such Projects. The Projects will be undertaken in accordance with specifications and contracts for acquisition approved by the Mayor, City Council or their designees from time to time. The City intends to repay the costs of such Projects, initially financed with the Bonds, with legally available funds.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BONDS AND TERM BONDS.

To finance costs of the Projects, the City shall issue a series of Limited Tax General Obligation ("**LTGO**") bonds of the City to the SIP in the aggregate principal amount of not to exceed $4,000,000 (the "**Bonds**") to establish an interfund loan facility with the SIP of not to exceed $4,000,000; provided that the principal amount due and owing thereunder shall be measured by the total Draws made, as evidenced by the Loan Draw Record attached to the Bonds. The Term Bonds shall be designated the "City of Spokane Public Safety Vehicles, Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable)."

The Term Bonds shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed the amount of a Draw, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date.

Each Term Bond shall bear interest at the applicable SIP Internal Lending Rate. Interest on each Term Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Each Term Bond shall be amortized to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the applicable Maturity Date.

SECTION 5. SALE OF BONDS; ISSUANCE OF TERM BONDS.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bonds and Term Bonds and to establish and secure an interfund loan on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City for the benefit of the SIP.

(b) *Draws on the Interfund Loan Facility.* During the Draw Period, requests for Draws on the interfund loan facility established hereunder may be made in writing in a form provided by or acceptable to the Chief Finance Officer of the City and shall provide SIP with no less than thirty (30) days' notice of the intent to draw on the facility.

(c) *Issuance of Term Bonds.* Upon payment of any Draw request, the City shall immediately convert the Draw amount to a Term Bond. Each Term Bond shall specify the principal amount, the issue date (which shall be the date of the Draw), the SIP Internal Lending Rate and the applicable Maturity Date, which shall not exceed five (5) years from the date of issuance of such Term Bond. On or prior to the Draw date, the SIP shall provide the City with an amortization schedule for the Term Bond and the applicable amount remaining available on the Bonds established hereunder.

At no time shall the Outstanding Principal Balance of the Bonds exceed $4,000,000 and only the Outstanding Principal Balance of the Bonds shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City's Investment Policy.

(d) *Prepayment.* At the option of the City, or upon demand of the SIP, the Outstanding Principal Balance of the Bonds may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. At the option of the City, any Term Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS; DRAWS.

The proceeds of draws on the Bonds shall be expended solely to pay the costs of the Projects and pay the costs of issuing the Bonds, as authorized herein. Following the execution and delivery of the Bonds, the City shall notify the SIP in writing each time that a Draw is required to pay costs of the Projects. The SIP will then notify the Treasurer of its intent to transfer a Draw (including the dollar amount of the Draw and the date on which the Draw amount will be transferred to the City). Draws can be made on the Bonds for a period of two (2) years after the effective date of this Resolution.

There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund. The proceeds of Draws on the Bonds shall be paid into the Asset Management Fund to provide for the payment of costs of the Projects and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Asset Management Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Asset Management Fund. The proceeds of any Draw shall be expended solely to pay the costs of the Projects or pay costs of issuance of the Bonds.

The Bonds are not intended to be a revolving obligation; the aggregate principal amount outstanding under the Bonds and any Term Bonds may never exceed $4,000,000, and principal amounts repaid may not be reborrowed. The available principal of the Bonds shall be disbursed

as borrowings from time to time by the SIP upon request from the City (each such disbursement herein referred to as a "**Draw**"), as provided in this Resolution. Draws shall be recorded on the Loan Draw Record attached to the Bonds, or in such other form as the City and the SIP may agree.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond and Term Bonds as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bonds and Term Bonds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

SECTION 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bonds and Term Bonds (collectively, the "**Bond Registrar**"). Both principal of and interest on the Bonds and Term Bonds shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bonds and Term Bonds shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bonds and Term Bonds shall be paid upon presentation and surrender of the Bonds or Term Bonds to the Bond Registrar. The Bonds and Term Bonds are not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BONDS AND TERM BONDS.

The Bonds and Term Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only Bonds and Term Bonds that bear an Authentication and Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Authentication and Registration Certificate shall be conclusive evidence that the Bonds and Term Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bonds or Term Bonds shall cease to be an officer or officers of the City before the Bonds or Term Bonds shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds or Term Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bonds and Term Bonds may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bonds or Term Bonds shall be the proper officers of the City although at the original date of the Bonds or Term Bonds any such person shall not have been such officer of the City.

SECTION 10. FORM OF BOND.

The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-__ $4,000,000
(or as much thereof as is shown on the attached Loan Draw Record)

STATE OF WASHINGTON
CITY OF SPOKANE
PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS
LIMITED TAX GENERAL OBLIGATION BONDS
SERIES [YEAR] (TAXABLE)

INTEREST RATE:	SIP Internal Lending Rate, as described in the Bond Resolution, and subject to conversion to fixed rates for Term Bonds, as described in the Bond Resolution
MATURITY DATE:	_____
REGISTERED OWNER:	CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT:	FOUR MILLION AND NO/100 DOLLARS (or as much thereof as is shown on the attached Loan Draw Record)

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "**City**"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, in an amount not to exceed the Principal Amount indicated above, plus interest.

This Bond is issued under authority of Resolution No. 2026-0042, adopted by the City Council on June 22, 2026 (the "**Bond Resolution**"), to document and secure an interfund loan from the Spokane Investment Pool ("**SIP**") to pay a portion of the costs of acquiring public safety vehicles, improvements, equipment, and apparatus and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on a particular principal amount drawn on the interfund loan established hereunder shall be determined from the date the SIP honors the Draw, shall be set at the SIP Internal Lending Rate on that date of such Draw, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The cumulative total of all Draws on the interfund loan secured by the Bond (including any Term Bonds) may not exceed $4,000,000.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "**Bond Registrar**") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Authentication and Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2026.

CITY OF SPOKANE, WASHINGTON

By_____*/s/*_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

AUTHENTICATION AND REGISTRATION CERTIFICATE

Date of Authentication: _____, 2026

This bond is the Public Safety Vehicles, Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable) of the City dated _____, 2026 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By_____/s/_____

The Loan Draw Record shall be in substantially the following form:

CITY OF SPOKANE, WASHINGTON
PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES [YEAR] (TAXABLE)

LOAN DRAW RECORD

	Draw Date	Draw Amount	Draw Total
Draw No. 1			
Draw No. 2			
Draw No. 3			
Draw No. 4			
Draw No. 5			

SECTION 11. ONGOING DISCLOSURE.

The Bonds are not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bonds.

SECTION 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bonds.

SECTION 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this 22nd day of June, 2026.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, City Council President

ATTEST:

_____
Clerk

_____
Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya L. Lawless, Bond Counsel

Agenda Sheet for City Council: **Committee:** PIES **Date:** 04/13/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	4/9/2026
		Clerk's File #	ORD C36877
		Cross Ref #	
Council Meeting Date: 06/01/2026		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	PAUL DILLON 625-6254	**Requisition #**	
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON KKLITZKE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE ESTABLISHING RIGHT TO COOLING		

Agenda Wording

An Ordinance creating a condition of habitability for residential tenants and requiring that cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.

Summary (Background)

Cooling devices are becoming an essential element of habituality. This ordinance is to ensure that renters have access to cooling devices, and requires that all rentals have adequate cooling by the year 2031. According to the memorandum "Spokane Climate Impacts and Climate Justice," average annual temperatures in Spokane have increased by 2ºF since 1950 and peak August temperatures have risen 3.5ºF since 1979, and summer temperatures are projected to increase by another 3.6ºF by 2049. According to the 2023 report "In the Hot Seat" by the University of Washington Climate Impacts Group, Washington state is expected to see an increase in extreme heat days, a projected average of 20-30 extreme heat days annually by the 2050s compared to the average of three extreme heat days per year between 1971 and 2021. Extreme heat can cause illness and death. The 2021 Northwest Heat Dome resulted in at least 19 heat-related deaths and over 300 people seeking medical treatment for heat related illness in Spokane County. Extreme heat is the number one weather-related cause of death in the U.S., killing more people most years than hurricanes, floods, and tornadoes combined. According to Spokane's "Climate Risk and Vulnerability Assessment" the elderly and youth are particularly vulnerable to health impacts resulting from extreme heat. In addition, poor outdoor air quality due to wildfire smoke often prevents residents from safely opening windows for cooling, making indoor cooling essential to maintaining the health and safety of Spokane residents. This ordinance is intended to establishing performance-based cooling requirements to ensure that all landlords operate under fair and consistent habitability standards. Currently state law requires a residential landlord to "keep the premises fit for human habitation," and also requires a residential landlord to "provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant." Just as heating is an essential service to maintain habitability in the winter months, our changing climate now requires that cooling similarly

be treated as an essential service to maintain habitability in the summer months. This ordinance amends the current provisions requiring landlords to allow cooling devices in certain instances, and replaces them with provisions that require landlords to allow portable cooling devices to ensure an ambient temperature at 80 degrees or lower, and requires landlord install and maintain cooling mechanisms for all residential units by the year 2031. This ordinance represents an expansion of Spokane's habitability standards and establishes cooling as an essential service on par with heating. The primary long-term goal of this ordinance is to ensure that 100% of residential rental units in Spokane provide adequate cooling to tenants by January 1, 2031.

What impacts would the proposal have on historically excluded communities?

See separate Equity Assessment

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

See separate Equity Assessment

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

See separate Equity Assessment

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This ordinance expands existing tenant protections relating to cooling in SMC 10.57.170.

Council Subcommittee Review

The Climate Resilience and Sustainability Board (CRSB) has reviewed the ordinance and unanimously recommended its passage.

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

See separate fiscal analysis

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	

Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor			

Distribution List	

ORDINANCE NO. C36877

An Ordinance creating a right for cooling for residential tenants and requiring that adequate cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.

WHEREAS, according to the memorandum "Spokane Climate Impacts and Climate Justice," average annual temperatures in Spokane have increased by 2ºF since 1950 and peak August temperatures have risen 3.5ºF since 1979; and

WHEREAS, according to the same memorandum, summer temperatures are projected to increase by another 3.6ºF by 2049; and

WHEREAS, according to the 2023 report "In the Hot Seat" by the University of Washington Climate Impacts Group, Washington state is expected to see an increase in extreme heat days, a projected average of 20-30 extreme heat days annually by the 2050s compared to the average of three extreme heat days per year between 1971 and 2021; and

WHEREAS, extreme heat can cause illness and death; and

WHEREAS, the 2021 Northwest Heat Dome resulted in at least 19 heat-related deaths and over 300 people seeking medical treatment for heat related illness in Spokane County; and

WHEREAS, extreme heat is the number one weather-related cause of death in the U.S., killing more people most years than hurricanes, floods, and tornadoes combined; and

WHEREAS, poor outdoor air quality due to wildfire smoke often prevents residents from safely opening windows for cooling, making adequate cooling essential to maintaining the health and safety of Spokane residents; and

WHEREAS, establishing performance-based cooling requirements ensures that all landlords operate under fair and consistent habitability standards; and

WHEREAS, according to Spokane's "Climate Risk and Vulnerability Assessment" the elderly and youth are particularly vulnerable to health impacts resulting from extreme heat; and

WHEREAS, RCW 59.18.060 requires a residential landlord to "keep the premises fit for human habitation"; and

WHEREAS, RCW 59.18.060 also requires that a residential landlord "provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant"; and

WHEREAS, just as heating is an essential service to maintain habitability in the winter months, our changing climate now requires that cooling similarly be treated as an essential service to maintain habitability in the summer months; and

WHEREAS, on June 10, 2024, the City Council adopted Ordinance C36523 and establishing a tenant right to install portable cooling devices, which right has since been incorporated into state law by the 2026 Washington State Legislature in Senate Bill 6200, effective June 11, 2026; and

WHEREAS, the Spokane Municipal Code requires the City to provide cooling centers "when necessary to protect vulnerable individuals and families from extreme cold, extreme heat, poor air quality conditions, and severe weather events" and goes on to characterize extreme heat as "any days during which the heat index is predicted by the National Weather Service to be 95 (ninety-five) degrees Fahrenheit or higher for two (2) consecutive days or more"; and

WHEREAS, that City Council finds that further measures are needed to ensure the safety of tenants in Spokane during extreme heat events;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Chapter 10.57.140 is amended to read as follows:

Section 10.57.140 ((~~Private Right of Action~~)) Supplemental Claims, Right of Termination

A. ((~~Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((10.57.170)) 10.57.175, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to $500, and injunctive relief.~~)) Nothing in this chapter shall be deemed to prevent any person or class of persons from commencing a cause of action or raising a defense in any court of competent jurisdiction for alleged violations of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, 10.57.175, or 10.57.180 and for harm arising therefrom. Such claims shall be in addition to any other claims or damages available under federal, state or local law.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~10.57.170,~~)) or 10.57.180. and such failure was

not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 2. Chapter 10.57.170 entitled “Portable Cooling Devices” is repealed.

Section 3. There is enacted a new section 10.57.175 of the Spokane Municipal Code to read as follows:

Section 10.57.175 Cooling and Tenancy Habitability

A. The definitions in section 10.57.005 apply to the terms in this section unless a different meaning is provided. In addition, for purposes of this section, the following terms are defined:

1. “Adequate cooling” means cooling in each bedroom of a dwelling unit that is sufficient to avoid risks to tenant health, including, but not limited to, heat exhaustion, dehydration and worsening cardiovascular or respiratory conditions.
2. “Cooling” means the use of passive cooling, mechanical cooling or both.
3. “Dwelling unit” has the meaning set forth in RCW 59.18.030 (12), when occupied by a person or persons primarily for living or dwelling purposes under a rental agreement or lease.
4. “Passive cooling” means the use of building design or nature-based solutions that prevent heat from entering a building and remove existing heat through methods such as, but not limited to, heat blocking curtains, shading, ventilation, insulation, building orientation, and material reflectivity.
5. “Mechanical cooling” means the use of devices such as, but not limited to, fans, central air conditioning, an air-source or ground-source heat pump, or a portable air conditioning device.
6. “Portable cooling device” means an air conditioner or evaporative cooler, including a device mounted in a window or one that is designed to sit on the floor, but not including a device whose installation or use requires permanent alteration to the dwelling unit.

B. Subject to section E below, a landlord may not prohibit or restrict a tenant from installing or using a portable cooling device of the tenant’s choosing, except as otherwise permitted under RCW 59.18.____ (Chapter 184, Laws of 2026, Washington State Legislature).

C. Upon the effective date of this ordinance or July 15, 2026, whichever is later, every dwelling unit governed by this chapter shall have adequate cooling in each bedroom of the dwelling unit.

D. Commencing on the effective date of this ordinance or July 15, 2026, whichever is later, if a dwelling unit does not have adequate cooling in each bedroom as required under this section, a tenant may provide a written notice of the defect given to the landlord pursuant to RCW 59.18.070(2). For purposes of this section, a lack of adequate cooling shall constitute a defective condition. If, more than 72 hours following the receipt of written notice, the landlord fails to remedy the defective condition, the tenant may

   1. Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case the tenant shall be (a) discharged from payment of rent for any period following the termination date, and (b) entitled to a pro rata refund of any prepaid rent, and (c) shall receive a full and specific statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW 59.18.280; and
   2. Pursue any other remedies set forth in this chapter or state law; and.
   3. Arrange for installation of adequate cooling in each bedroom and deduct the documented cost from the tenant's rent, consistent with the process and terms set forth in RCW 59.18.100(2). At the election of the landlord, ownership of the cooling measure shall vest in the landlord upon termination of the tenancy.

   Temporary cooling measures that achieve adequate cooling in each bedroom may be installed by the landlord in cases where permanent measures are impossible to install within 72 hours for reasons outside of the landlord's control.

E. On any day during which the heat index is predicted by the National Weather Service to be 95 (ninety-five) degrees Fahrenheit or higher for two (2) consecutive days or more, and subject to the limitations in RCW 59.18.____ (Chapter 184, Laws of 2026, Washington State Legislature), the tenant may install a passive or mechanical cooling measure in any one room if the dwelling unit lacks any other cooling devices or systems and deduct a one-time maximum of $500 (five-hundred dollars) from the tenant's normal monthly rent to offset the documented cost of the passive or mechanical cooling measure. At the election of the landlord, ownership of the cooling measure shall vest in the landlord upon termination of the tenancy. Nothing in this subsection E shall be deemed to limit or restrict other rights available to the tenant under subsection D.

F. A landlord of any dwelling for which building permits for its construction were issued on or after January 1, 2027, shall provide adequate cooling via cooling methods or facilities that:

   1. Provide cooling in each bedroom of the dwelling unit.

2. Conform to applicable law at the time of installation and are maintained in good working order; and

3. May include central air conditioning, an air-source or ground-source heat pump, passive cooling design and techniques, a portable air conditioning device capable of filtering PM2.5 smoke particles that is provided by the landlord or other devices or methods.

G. A landlord who must limit or restrict the installation of portable cooling devices for a building shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability or health concern.

H. All new leases, or any renewal of an existing lease, signed after the effective date of this ordinance shall be accompanied by a separate and prominent notice to tenants of their rights, responsibilities, and restrictions related to installation and operation of a portable cooling device.

I. Nothing in this ordinance shall be construed to limit the responsibilities of landlords to provide reasonable accommodations under existing state and federal law.

J. The City of Spokane may partner with energy providers, other regional partners, and state regulators to offer incentives or rebates for property owners who make energy-efficient improvements such as insulation, ventilating, air conditioning, weatherization, or heat pump installations, operations, and maintenance, on the condition that cost savings are shared with tenants.

K. The City of Spokane may partner with energy providers and other regional partners to identify tenants who are most vulnerable to extreme heat and provide them with adequate cooling at discounted or free rates.

L. The City of Spokane may encourage the development of heat mitigating roofs and other passive cooling site and building features by exploring code updates and incentives in Downtown and other high intensity areas of the city to reduce energy use and improve resilience.

M. This ordinance is intended to require cooling in structures intended or used for residential rental use or tenant habitability. Nothing in this ordinance shall be construed to require cooling systems that do not comply with residential and emergency building codes adopted under RCW 19.27.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

_____

Mayor

Approved as to form:

_____

City Attorney

_____

Date

_____

Effective Date

Spokane City Council Equity Assessment- Cooling Ordinance

1. What is the primary goal of the policy or project and/or the challenge you are attempting to address?

The goal of the proposed ordinance is to protect renters from extreme heat in their homes by requiring landlords to ensure habitable living temperatures, not exceeding 80 degrees Fahrenheit in bedrooms. Extreme heat in Spokane has led to numerous heat-related deaths and illnesses. This ordinance will enforce basic habitability and protect tenants, ensuring that their homes are safe.

2. Are there potential unintended consequences among populations like BIPOC, low-income, youth, people with disabilities, and renter households?

Renters, who are disproportionately represented among communities of color and lower-income households in Spokane, stand to benefit most from the protections of this proposed ordinance. Extreme heat disproportionately impacts low-income renters, communities of color, elderly residents, people with disabilities, and other historically disadvantaged groups who are less likely to have access to adequate cooling in their homes and are less able to absorb the cost of purchasing their own cooling equipment. Research shows that the vast majority of people, approximately 80%), shelter in place at home during extreme heat (Gonzaga Climate Institute, 2025). For those without cooling, shelter in place can be dangerous during extreme heat events as residents will be stuck in an uninhabitably hot space. By making cooling a condition of habitability, this ordinance shifts the burden of providing safe indoor temperatures from tenants to landlords, directly benefiting those who are most economically vulnerable.

3. What current inequities might this policy or project address? (consider all including race, gender, people with disabilities, geography, and income)

All people deserve living in conditions of basic habitability. Because cooling systems have not historically been required for a residence to be considered habitable, the burden of inadequate indoor temperatures has fallen disproportionately on those with little ability to address it themselves. Low-income renters are least likely to be able to afford their own cooling equipment, least likely to have the leverage to negotiate habitability improvements with landlords, and most likely to live in older housing that lacks adequate cooling infrastructure. Communities of color are disproportionately represented among Spokane's renter population and are statistically more likely to live in lower-quality housing with inadequate climate control. This ordinance would raise the livability standards for all Spokane renters, while delivering the greatest benefit to those who have historically been most exposed to risk, and least able to remedy the situation themselves.

4. Based on the data you have gathered and reviewed how might the policy or project impact disparities be affected? Will they improve or worsen? (Share data being used,

disaggregate by race/ethnicity, gender, people with disabilities, income, and age. Include geography)

This ordinance will positively impact disparities in home cooling availability. Currently, rental homes, and especially older rental properties, disproportionately lack cooling as landlords have not been required to provide it. This ordinance will close the gap by requiring landlords ensure temperatures are not higher than 80 degrees Fahrenheit in bedrooms.

a. Race/Ethnicity - Reduced Disparity

In Spokane, there is a statistically significant positive correlation between urban heat intensity and the percentage of residents who are non-white, Indigenous, or Black (r values between 0.5 and 0.6, $p < 0.0001$). In contrast, there is a significant negative correlation between urban heat intensity and the percentage of residents identifying as white ($r = -0.6$, $p < 0.0001$) (Henning et al., 2023). The proposed ordinance would reduce race-based disparities in heat risk by strengthening in-home cooling protections in rental units within disproportionately exposed neighborhoods.

b. Gender - Disparity Neutral

There is limited information on gender disparate effects in cases of extreme heat. It is worth noting that during the 2021 Washington heat wave, between June 26 and August 30, 2021, statewide heat-related deaths were 61% male and 39% female out of 157 total deaths (Washington State Department of Health, 2021). The proposed policy will have a positive, equitable impact regardless of gender.

c. People with Disabilities - Reduce Disparity

This ordinance would benefit people with disabilities, specifically those with mobility impairments. It is estimated that one in seven Washington State residents, or 14%, live with a disability (Washington State Division of Vocational Rehabilitation, 2017). Following the 2021 extreme heat event, Spokane County's Medical Examiner's Office stated, "Many of the deceased had underlying health conditions which made them more susceptible to heat stress. Some also had cognitive impairment or mobility problems that limited their ability to remove themselves from the dangerously hot environment" (Spokane County Medical Examiner's Office, 2021).

The prevalence of asthma and respiratory disease, which are significant risk factors during extreme heat events, has also been increasing. In 2020, an estimated 15% of adults in Washington reported being diagnosed with asthma, up from about 12% of the adult population two decades prior (UW Climate Impacts Group, 2023).

Renters with disabilities are limited by coping capacity in cases of extreme heat. Ensuring that bedroom temperatures reach no higher than a maximum of 80 degrees Fahrenheit would have a positive impact on people with disabilities by providing consistent and accessible protection from extreme heat. The proposed policy will have a positive impact for all persons regardless of disability.

d. Income - Reduce Disparity

There is a significantly strong positive correlation between urban heat and the percentage of the population living at or beneath the poverty line in Spokane ($r=0.7$, $p<0.0001$) (Henning et al., 2023). Data from King, Pierce, and Snohomish counties elaborates, stating approximately 66% of households earning $50,000 or less do not have air conditioning. In those same counties, about 71% of rented homes lack installed AC systems (UW Climate Impacts Group, 2023).

These figures indicate that lower-income renters are substantially less likely to have in-home cooling locally and regionally. Rental homes, especially older rental properties, disproportionately lack cooling as landlords have not been required to provide it. By establishing enforceable indoor temperature standards in rental housing, the proposed ordinance reduces income-based disparities in heat exposure and strengthens protections for cost-burdened renters.

e. Age - Reduce Disparity

While 16.7% of Washington state's population was 65 and older in 2020, that number is projected to grow to 21.7% by 2040, exceeding 2 million vulnerable older Washingtonians. Older adults are inherently more vulnerable to extreme heat, and as this population grows, there will be more people directly impacted by a lack of cooling (Washington State Department of Health, 2021).

Additionally, 64% of residents are unlikely to check on neighbors during extreme heat events (Gonzaga Climate Institute, 2025). While this is true across all Spokane residents, it is especially concerning for older adults who may need additional assistance during extreme heat events. Adequate cooling in rental properties will ensure safer conditions for elderly Washingtonians.

5. Identify systems that can be impacted directly or indirectly. (internal, external)

Systems that may be impacted include Code Enforcement, as well as housing and landlord groups.

a. Internal (departments, divisions, offices, other government organizations)

Spokane Code Enforcement will be impacted as Code Enforcement will integrate cooling compliance into habitability review of rental units.

b. External

N/A

Engagement

6. Are you collaborating with individuals and communities most impacted – particularly Black, Indigenous People of Color – in the Policy or Project planning process? If not, why not?

In developing this ordinance, many different community advocates were engaged, including the Gonzaga Climate Institute, the Spokane Low Income Housing Consortium, the Spokane Housing Authority, the Tenants Union of Washington State, the King County Bar Association, the Northwest Justice Project, the Community Building Foundation, Spokane Neighborhood Action Parters, Growing Neighbors, and the Spokane Community Organized Response Network, among others. These groups consist of a diverse array of community members that will be directly impacted by the proposed ordinance.

7. What is your plan to include community members to ensure meaningful input from the planning phase through implementation and performance monitoring?

We plan to continue our collaboration with the Gonzaga Climate Institute, which plans to maintain contact with the groups named above to consider any input or concerns as they arise. Additionally, the Climate Institute is prepared to support the implementation of this ordinance by providing literature regarding landlord and tenant rights to landlords and tenants, as well as being available for consult with any other issues that might arise under the implementation of the proposed ordinance.

Evaluating and Improving

8. Based on the answers above, what specific changes need to be made to the proposal to achieve your goal and avoid the continuation of racial and other disparities (Ex. Partnering with and/or investing in groups representing communities most impacted by the proposed initiative.)

N/A

9. What performance measures will you use to evaluate the proposal's impact following implementation, including the impact on racial and ethnic disparities? Qualitative and quantitative measures are encouraged.

After the five-year compliance period, the performance measure will be simply whether or not rental homes capable of maintaining temperatures at or below 80 degrees Fahrenheit in bedrooms during the summer months and extreme heat events. This can be reported and monitored both by tenants and by code enforcement during annual inspections.

10. Have you identified milestones that you will use to ensure ongoing review and periodic adjustments?

The proposed ordinance allows a five-year compliance period through January 1, 2031. This window was intentionally designed to give landlords adequate time to plan and budget for cooling upgrades. The ordinance is technologically neutral and allows landlords various options to ensure minimum temperature standards. Many portable cooling units are available commercially for less than $200, a lower payment than most security deposits. Thus, the 2031 deadline should be achievable by the vast majority of rental properties, and this date will mark the primary milestone.

Upon passage, renters will be authorized to install their own cooling devices to protect against extreme heat and deduct the cost from their rent, subject to some exceptions.

After the 2031 compliance deadline, all rental units without adequate cooling will be deemed uninhabitable under Spokane standards and thus be subject to the full consequences of that label. City Code Enforcement will assume ongoing monitoring responsibility, treating cooling complaints with the same seriousness as any other habitability violation.

Barriers to improve policy or program

11. What limitations might complicate this proposal and what is the plan to address them? Are there recommendations for additional policy changes or programs?

By way of ordinance implementation, landlord compliance is a concern. Not all landlords will bring their units into compliance by the 2031 deadline. Code enforcement and reporting of uninhabitable residences by affected tenants will bring non-compliant landlords to the attention of the City. However, the ordinance's built-in tenant enforcement mechanisms distribute compliance accountability, rather than solely relying upon City enforcement.

12. Are there recommendations for additional policy changes or programs?

N/A

Fiscal Note- Cooling Ordinance

1. **BILL SUMMARY**

Legislation Title: AN ORDINANCE making cooling a condition of habitability for residential tenants by January 1, 2031; amending Chapter 10.57 of Title 10 of the Spokane Municipal Code, Section 10.57.170 Portable Cooling Devices.

Summary and Background of the Legislation:

Extreme heat is a serious concern for the Spokane community, as a mass-casualty emergency in Washington and is the top weather-related cause of death in the U.S. The 2021 Northwest Heat Dome highlighted this danger, causing 19 heat-related deaths and over 300 to people to seek medical treated for heat-related illness in Spokane County. Patterns of increased heat will cause increasingly frequent and severe extreme heat events in the future, which will only exacerbate this risk.

Extreme heat poses a particular threat to individuals who lack access to cool spaces to recover, including those whose homes lack air conditioning or other cooling devices.

In 2024, The City of Spokane passed Section 10.57.170 on Portable Cooling Devices which prohibited landlords from restricting tenants from installing portable cooling devices, unless it would violate certain exceptions.

This ordinance will repeal and expand Section 10.57.170. It will expand the habitability standard for dwellings, and require landlords to ensure that dwellings are capable of maintaining temperatures no higher than 80 degrees Fahrenheit during the summer and periods of extreme heat. It will additionally prevent landlords from restricting tenants from installing their own portable cooling devices, unless doing such would violate certain exceptions.

2. **CAPTIAL IMPROVEMENT PROGRAM**

Does this Legislation create, fund, or amend a CIP Project? **No.**

3. **SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation amend the adopted budget? **No.**

Does the legislation have other financial impacts to The City of Spokane that are not reflected in the above, including direct or indirect, short-term, or long-term costs?

Estimated costs are minimally associated with existing monitoring and enforcement policies. Code enforcement staffing, inspection capacity, administrative overhead, and

any technology or systems needed to track compliance will be utilized through already existing channels.

The primary financial burden of this ordinance falls on the private sector, specifically landlords, rather than the City, an intentional design feature of the legislation.

Longterm effects of failure to implement the proposed ordinance would include possible strains on the health system due to increased 911 calls, hospital transports, emergency department visits, and hospital admissions in periods of extreme heat. (UW Climate Impacts Group, 2023). Impacts of extreme heat include increased illness and death, resulting healthcare costs, and productivity and wage losses. (*Id.*) As a whole, the United States stands to lose $100 billion annually from lost labor productivity during periods of extreme heat, a number that is expected to double by 2030. (*Id.*) Spokane is no different and will face proportional losses during periods of extreme heat absent intervention.

Are there financial costs or other impacts of not implementing the legislation?

No there are not.

a. **Appropriations**

   This legislation does not add, change, or delete any existing appropriations.

b. **Revenues/Reimbursements**

   This legislation does not add, change, or delete any revenues or reimbursements.

c. **Positions**

   This legislation does not add, change, or delete positions.

4. **OTHER IMPLICATIONS**

a. **Does this legislation affect any departments besides the originating department?**

   This ordinance would likely originate from the City's code enforcement or housing division.

b. **Is a public hearing required for this legislation?**

   Yes, a public hearing will be scheduled as part of the City Council’s legislative process.

c. **Does this legislation affect a piece of property?**

This legislation affects properties within Spokane, but not one specific property.

d. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**

This ordinance carries significant positive implications for the principles of the Race and Social Justice Initiative. Extreme heat disproportionately impacts low-income renters, communities of color, elderly residents, people with disabilities, and other historically disadvantaged groups who are less likely to have access to adequate cooling in their homes and are less able to absorb the cost of purchasing their own cooling equipment. (Gonzaga Climate Institute, 2025). By making cooling a condition of habitability, this ordinance shifts the burden of providing safe indoor temperatures from tenants to landlords, directly benefiting those who are most economically vulnerable.

Renters, who are disproportionately represented among communities of color and lower-income households in Spokane, stand to benefit most from these protections. The ordinance's provisions allowing tenants to withhold rent or deduct the cost of cooling devices when landlords fail to comply to provide meaningful legal tools to populations that have historically lacked leverage in the landlord-tenant relationship. Anti-retaliation protections further safeguard tenants from being penalized for asserting their rights, a concern that is particularly acute for renters who may fear eviction or rent increases if they raise habitability complaints.

The ordinance also directly addresses a known health equity gap. Heat-related illness and death fall heavily on vulnerable populations, many of whom are concentrated in historically disadvantaged communities. Making residences more habitable during extreme heat events is not only a housing policy but a health equity intervention.

Language Access Plan: Any public communications related to this ordinance, including notices to landlords and tenants regarding new rights and obligations, compliance timelines, and the process for reporting violations, should be made available in all languages spoken by a significant portion of Spokane's renter population. This includes, at minimum, Spanish and other languages consistent with the City's existing language access obligations. The City should coordinate with the Spokane Regional Health District and community-based organizations to develop and distribute accessible materials ahead of the 2031 compliance deadline.

e. **Climate Change Implications**

1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**

   There is potential for a modest increase in carbon emissions, depending on how landlords choose to ensure cool dwellings. Additional air conditioning units and portable cooling devises may increase emissions. However, given the alternative options that landlords could choose to employee, it is unlikely that there would be a significant, material increase.

2. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Spokane's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

   This ordinance materially increases Spokane's resiliency to climate change. Average annual temperatures in Spokane have already risen 2°F since 1950, peak August temperatures have risen 3.5°F since 1979, and summer temperatures are projected to increase by an additional 3.6°F by 2049. The region is expected to experience 20-30 extreme heat days annually by the 2050s, compared to an average of just three per year between 1971 and 2021. (Spokane Climate Project, 2022). By establishing a baseline standard of indoor cooling for all residential rental units, the ordinance ensures that Spokane's housing stock is better prepared to protect residents as these conditions worsen over time.

   The ordinance also addresses the compounding effects of wildfire smoke, which increasingly prevents residents from opening windows for natural ventilation during heat events. By requiring landlords to provide mechanical or passive cooling solutions the ordinance acknowledges that heat resilience and air quality resilience are deeply interconnected challenges in the Inland Northwest.

f. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

   This ordinance represents an expansion of Spokane's habitability standards and establishes cooling as an essential service on par with heating. The primary long-term goal of this ordinance is to ensure that 100% of residential rental units in Spokane provide adequate cooling to tenants by January 1, 2031.

Summary Attachments: N/A

From: Daniel Klemme
To: City Council Testimony
Subject: Written Testimony for Council Packet re Proposed Renters' Right to Cooling Ordinance
Date: Wednesday, April 15, 2026 12:05:35 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Council President and Members of the Spokane City Council,

Please include the following written testimony in the council packet for the next agenda item concerning the proposed renters' right to cooling ordinance.

Coalition Statement to the Spokane City Council
Re: Proposed Renters' Right to Cooling Ordinance (SMC 10.57.175)
March 2026

Dear Council President Wilkerson and Members of the Spokane City Council,

As industry professionals and members of our community, the undersigned organizations collectively represent thousands of rental housing units in the City of Spokane. We share the Council's commitment to tenant health and safety. That is why we respectfully ask the Council to allow the tenant protections and rights of Engrossed Senate Bill 6200 to take effect before attempting to address these issues. ESB 6200 went through a rigorous stakeholder process and addresses the core issue of the proposed ordinance.

The State Has Already Solved This Issue

ESB 6200, which has passed both chambers of the Legislature with bipartisan support and been delivered to the Governor, now establishes a statewide framework ensuring all tenants may install and use portable cooling devices of their choosing. It is the best way to protect tenants from unhealthy heat levels. ESB 6200 puts the power directly in the hands of tenants to select and install cooling solutions that work best for their homes, their budgets, and their families—without requiring landlord permission or costly building-wide retrofits.

ESB 6200 will become effective well before temperatures reach concerning levels in Spokane, giving residents ample time to prepare.

Spokane's Affordable Housing Stock Cannot Absorb This Mandate

The median construction year for housing in Spokane is 1961. Approximately 61% of rental units were built before 1980. This housing stock typically lacks central ductwork

and has electrical panels insufficient for significant added cooling load. However, these are Spokane's naturally occurring affordable housing units, the homes that low-income tenants and participants in housing assistance programs depend on.

This housing stock is not incidental to Spokane's safety net. It is the safety net. Rapid rehousing programs, Housing Choice Voucher placements, and other publicly funded housing interventions rely on the availability of private-market units at accessible price points. A mandate that renders a significant share of this inventory non-compliant does not protect vulnerable residents—it reduces the housing available to them.

The ordinance also creates a potential fire safety conflict. Many older units have only a single opening window per bedroom, which serves as required fire egress. Installing a window-mounted cooling unit in that opening renders the unit non-compliant with fire code. The ordinance as drafted does not address this conflict, placing housing providers in the position of violating one safety requirement to satisfy another.

A Better Path Forward

ESB 6200 was drafted with cities like Spokane in mind. It empowers tenants to choose their own cooling solutions, protects their right to install portable units without landlord interference, and will take effect well before summer temperatures arrive. Tenants who use portable cooling units can take those units with them when they move, ensuring access to cooling across the housing market, including in buildings where building-wide retrofits are not feasible.

If the City wishes to further support tenants in accessing cooling, we would welcome a conversation about a subsidy program to assist residents in purchasing portable cooling devices as a direct investment in tenant welfare that avoids the unintended consequences of this mandate.

We are open to continued collaboration on housing-related issues, and we value our relationship with the Council. We respectfully ask that the Council rely on ESB 6200 and the existing portable cooling ordinance as the appropriate path forward.

Respectfully,

Signed:

Sean Flynn, President & Executive Director, Rental Housing Association of Washington
Emilie Cameron, President & CEO, Downtown Spokane Partnership
Titus Hug, President, Spokane Homebuilders Association
Jake Mayson, GA Director, Washington Multi-Family Housing Association

Lee McIntyre, President, Spokane Realtors
Tisha Goodman, General Manager, Rockwood Property Management
Chris Batton, Designated Broker, RenCorp Realty
Bryan Gwynn, Designated Broker, Urban Settlements
Tom Clark, Realtor & Broker, Coldwell Banker Tomlinson
Gordon Hester, President & CEO, Kiemle Hagood
Ryan Lewis, President, BOMA Spokane

Submitted by:
Daniel Klemme, on behalf of the Rental Housing Association of Washington and the undersigned organizations.

Daniel Klemme | Membership Development & Government Affairs | dklemme@RHAwa.org
Rental Housing Association of Washington | **T** (206) 905 - 0611 | **RHAwa.org**

This email contains general information and is not intended to apply to any specific situation. If you need legal advice or have questions about the application of the law in a particular matter, you should consult a lawyer.

From: Emilie Cameron
To: City Council Members and Staff; City Council Testimony; McDaniel, Adam
Cc: Dana Harbaugh; Christopher G. Varallo (chris.varallo@kutakrock.com); Kevin Campbell
Subject: ORD C36877: Concerns
Date: Wednesday, June 17, 2026 6:05:51 PM
Attachments: image001.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Spokane City Council:

On behalf of the Downtown Spokane Partnership, which represents downtown employers, property owners, businesses, nonprofit organizations, and residents in downtown Spokane, I am writing to express concerns regarding ORD C36877, "Establishing Right to Cooling."

We support the goal of protecting residents from extreme heat and ensuring safe living conditions. However, as currently drafted, the ordinance could create unintended consequences for downtown Spokane's historic housing stock, threatening affordability and the long-term viability of existing residential units.

Downtown Spokane's housing inventory is distinct. According to the 2025 Downtown Housing Study, downtown offers a higher concentration of lower-cost rental units and smaller housing options than Spokane County as a whole. The same study identified that approximately 50% of downtown housing is located in historic buildings more than 50 years old. These properties, preserved through significant private investment, provide a substantial share of Spokane's naturally occurring affordable housing.

Many of these buildings were not designed to accommodate modern cooling systems. Meeting prescribed indoor temperature standards may require extensive electrical upgrades, rewiring, structural modifications, and new mechanical systems that for many historic properties, are physically challenging and financially prohibitive. At a time when Spokane faces ongoing housing shortages, policies that substantially increase operating and capital costs risk reducing reinvestment, increasing rents, and ultimately diminishing existing housing inventory downtown.

We urge the Council to amend the ordinance to achieve its public health objectives while recognizing the realities of historic housing. Flexible compliance pathways, historic-building exemptions and/or accommodations, targeted grants, utility assistance, and incentives for cooling improvements would help protect residents without jeopardizing affordable housing. In addition, SB 6200 already provides tenants with greater access to portable cooling devices, offering a practical and flexible solution for many older buildings.

Spokane can advance heat resilience while preserving the housing residents depend on. This ordinance needs to balance resident safety with the practical realities of historic properties, ensuring that efforts to improve cooling access do not unintentionally reduce housing affordability or availability downtown.

Thank you for your consideration. -Emilie