

# THE CITY OF SPOKANE CITY COUNCIL PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE



## AGENDA FOR 12:00 P.M. MONDAY, MAY 4, 2026

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **12:00 PM May 4, 2026**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2486 307 9807; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Safety & Community Health Committee meeting is regularly held every 1<sup>st</sup> Monday of each month at 12:00 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/DamhDTmjvxUm4HxG8>

## AGENDA

- . **Call to Order**
- . **Public Testimony**
- . **Monthly Report/Update**
  - . PHOTO RED MONTHLY UPDATE - DAVE SINGLEY (0 minutes)
  - . STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)
  - . Q4 2025 AND Q1 2026 FORFEITURE FUNDS UPDATE - DAVE SINGLEY (0 minutes)
- . **Discussion Items**
  - . SPD MONTHLY UPDATE - CHIEF HALL (10 minutes)
  - . SFD MONTHLY UPDATE - CHIEF WILLIAMS (15 minutes)
  - . PSAP MONTHLY UPDATE - STEPHEN C WILLIAMS (5 minutes)
  - . LAW ENFORCEMENT LEADERS BILL - SB 5974 PRESENTATION - DEBBIE NOVAK (10 minutes)
  - . SPECIAL BUDGET ORDINANCE - WATER TRANSFORMER PROCUREMENT - UPRIVER DAM - JEREMY MEYER (5 minutes)
  - . ACCEPT ADDITIONAL AWARD FROM ADMINISTRATIVE OFFICE OF THE COURTS - SARAH THOMPSON (5 minutes)
  - . SPECIAL BUDGET ORDINANCE-ADDITIONAL FUNDING FROM AOC - SARAH THOMPSON (5 minutes)
  - . SPECIAL BUDGET ORDINANCE – FIFA STATE AND FEDERAL GRANT AWARDS - COLE WICKER (5 minutes)
  - . SPECIAL BUDGET ORDINANCE – PUBLIC SAFETY & JUDICIAL GRANT FUND - JACQUI MACCONNELL (5 minutes)
  - . 824 N MONROE PURCHASE AND SALE AGREEMENT - ALEX SCOTT/MAGGIE YATES (5 minutes)
  - . ORDINANCE RELATING TO EXCESSIVE SPEEDING AND STREET RACING - CM DILLON (10 minutes)
  - . BOARDS, COMMISSIONS AND STAFF UPDATES - CITY COUNCIL (10 minutes)
- . **Consent Items**

- . JANITORIAL SERVICES FOR SFD FACILITIES (FIRE)
- . ACCEPTANCE OF GRANT FUNDS – CJTC BLEA TRAINING FACILITY (POLICE)
- . 1970 FIRE - APPROVAL TO PURCHASE NEW PIERCE TILLER LADDER (FIRE)
- . PRE-APPROVAL FOR TRADE IN AND PURCHASE OF VEHICLES FOR SPD SIU UNIT (FLEET SERVICES)
  
- . **Executive Session**  
Executive Session may be held or reconvened during any Public Safety & Community Health Committee meeting.
  
- . **Adjournment**
  
- . **Next Meeting**

**Next Public Safety & Community Health Committee**

The next meeting will be held at the regular date and time of **12:00 PM. June 1, 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](mailto: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:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Information Only**Date Rec'd**

4/22/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

POLICE

**Bid #****Contact Name/Phone**

DAVE SINGLEY 4171

**Requisition #****Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

KTELIS MCATHCART

**Sponsoring at Administrators Request**

NO

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

PHOTO RED MONTHLY UPDATE

**Agenda Wording**

Spokane Police Department Photo Red Monthly Report for March 2026.

**Summary (Background)**

Spokane Police Department Photo Red Monthly Report for March 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**

N/A

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	

# Committee Agenda Sheet

## [COMMITTEE]

<b>Submitting Department</b>	Police Department / Traffic Unit
<b>Contact Name &amp; Phone</b>	David Kaurin 509-835-4565
<b>Contact Email</b>	dkaurin@spokanepolice.org
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Photo Red / Speed

Background/History: Report for Public Safety meeting March 2<sup>nd</sup>, 2026.

Statistic for Photo Red for the time frame of **March 1<sup>st</sup>, 2026, to March 31<sup>st</sup>, 2026.**

There were 2427 violations on the photo red system from **March 1<sup>st</sup>, 2026, to March 31<sup>st</sup>, 2026.** During the same time frame in 2024 there were 1830 violations, which is a increase of 597 violations.

Statistic for Photo Speed for the time frame of **March 1<sup>st</sup>, 2026, to March 31<sup>st</sup>, 2026.**

There were 2226 violations on the photo speed system from **March 1<sup>st</sup>, 2026, to March 31<sup>st</sup>, 2026.** During the same time frame in 2024 there were 2184 violations which is an increase of 42 violations. Increase is from all cameras and radars are operational as well as the additional three cameras which were installed. Cameras are no longer operational at Adams Elementary as the school location has been shut down for remodeling.

Executive Summary: Photo RED

**March 1<sup>st</sup>, 2026, to March 31<sup>st</sup>, 2026**

- E/B Mission and Greene was the 1<sup>st</sup> highest with 430 violations.
- N/B Freya and 3<sup>rd</sup> was the 2<sup>nd</sup> highest with 250 violations.
- N/B Greene and Mission was the 3<sup>rd</sup> highest with 201 violations.
- S/B Browne and Sprague was the 4<sup>th</sup> highest with 197 violations.

Executive Summary: Photo SPEED

**March 1<sup>st</sup>, 2026, to March 31<sup>st</sup>, 2026**

- S/B Nevada @ Longfellow was the 1<sup>st</sup> highest with 523 violations.
- S/B Monroe @ Willard was the 2<sup>nd</sup> highest with 348 violations.
- N/B Ash @ Ridgeview was the 3<sup>rd</sup> highest with 235 violations.
- N/B Regal @ Ferris was the 4<sup>th</sup> highest with 200 violations.

**\*Current revenue of the system.**

Type of Revenue	2026 Initial/Adopted Budget	Budget/12 months or budget per month	3 months of per month budget	Actual through March 2026	variance to actual surplus/(shortfall)
Photo Red Fines	1,320,956	110,080	330,240	367,396	37,156
School Zone Fines	4,295,187	357,932	1,073,796	780,167	(293,629)

**Proposed Council Action & Date:**

**Fiscal Impact:**

Total Cost:

Approved in current year budget?  Yes  No  N/A

Funding Source  One-time  Recurring

Specify funding source:

Expense Occurrence  One-time  Recurring

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

**Operations Impacts**

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?

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Information Only**Date Rec'd**

4/27/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

POLICE

**Bid #****Contact Name/Phone**

JACQUI 4109

**Requisition #****Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.O

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

KTELIS MCATHCART

**Sponsoring at Administrators Request**

NO

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

STRATEGIC INITIATIVES MONTHLY UPDATE

**Agenda Wording**

Spokane Police Department Strategic Initiatives Monthly Update

**Summary (Background)**

Spokane Police Department Strategic Initiatives Monthly Update for May 2026.

**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**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	

# Spokane Police Department

## Strategic Initiatives May 2026 Report



## Excerpts of Commendations

(Personal Identifying Information has been removed)

I recently had the opportunity to complete a ride along with **Officer [Ryan] Andrews** through Leadership Spokane on March 6, and I wanted to share my appreciation for the experience. During the time I spent with him, I was struck by how Officer Andrews interacted with members of the community. He approached each interaction with calm, respect, and a clear desire to help. As someone who works closely with families and community systems in Spokane, I particularly appreciated how he balanced professionalism with genuine humanity. That kind of presence matters deeply in building trust between community members and those who serve them. In a role where every interaction shapes how the community experiences public safety, Officer Andrews demonstrated the kind of professionalism and care that builds trust. He was also exceptionally generous with his time and knowledge. He welcomed my presence, thoughtfully answered my questions, and took time to explain the work as it was unfolding. His willingness to share insight into the realities of the job made the experience both meaningful and educational. Opportunities like this are incredibly valuable for community members. I left with a deeper appreciation for the complexity of the work and for the people who carry it out each day with professionalism and care. Please extend my sincere thanks to Officer Andrews. I am grateful for the opportunity to spend part of a shift with someone who represents the profession with such thoughtfulness and integrity.

I misplaced my keys and **Officers [Brandon] Matlock** and **[Brandon] Mackabee** were so wonderful and came to my aid with encouragement and participation in finding them. The use of their time and flashlight, getting down on the ground and looking under the car and running after the employee who was taking the carts back in the store, they went well above and beyond the call of duty, to save a 55-year-old woman with a lack of sleep, who apparently can't keep track of her keys. Kudos to both of them and my appreciation is beyond grateful. Thank you both.

After working a 14-hour shift at the hospital I got stuck at the top of 5 Mile hill trying to get home. I didn't get the name of the officer who helped me get moving again because I didn't want to get stuck again, but I hope he knows he made my night by helping me get going while everyone else just went around me. Thank you!!!! Spokane's finest are my heroes! I tip my hat to the work you do and the kindness you show even when it's not part of the job. Be safe and best wishes, lots of gratefulness and support from a very tired nurse.

## 2026 Officer-Involved Shootings

From January 1 – March 31, 2026, there was one deadly force incident.

### **Incident FD26-001 / 2026-20035543:**

The Spokane Independent Investigative Response team (SIIR) will conduct the investigation. The SIIR team is comprised of multiple agencies in Eastern Washington including the Spokane County Sheriff's Office, Washington State Patrol, and the Spokane Police Department.

### **Information from the SIIR Press Release:**

On February 24th, 2026, at approximately 11pm, Spokane Police Officers responded to the 1800 block of West Carlisle Avenue. Information gathered in the North Spokane homicide on the 22nd at the Appletree Inn led detectives to identify a suspect reportedly staying at this location. Due to the high-risk nature of the investigation and with information the suspect was armed, specialty units were called to assist, including Spokane Police SWAT. Officers identified a male believed to be one of the suspects in the homicide at this location. Additional information was obtained by officers on scene that confirmed they had located the correct individual and that he was armed with a firearm.

Detectives applied for and were granted a search warrant and several attempts to contact the suspect were made by the Spokane Police Hostage Negotiation Team (HNT). The male suspect was uncooperative and was observed several times exiting and re-entering the location with what appeared to be a firearm in his hands. Continued attempts to contact the male were made but were unsuccessful. Rather than complying with commands, the suspect attempted to breach the police perimeter by fleeing through neighboring yards carrying what appeared to be a long gun. The suspect encountered police, and an officer involved use of deadly force occurred.

Officers began life saving measures until medics arrived and took over, but the suspect succumbed to his injuries at the scene. Thankfully, no community members or officers were injured during this event.

The Spokane Independent Investigative Response Team (SIIR) protocol is available. Click here to learn more about SIIR.

<https://static.spokanecity.org/documents/police/accountability/siir-2023-protocol.pdf>

A list of all officer-involved shootings and fatalities from 2013-2025 is available on our website. Click here to see the list.

<https://static.spokanecity.org/documents/police/accountability/2013-2025-deadly-force-incidents-and-fatalities.pdf>

## Celebrating SPD's Volunteers

In 2025, SPD Volunteers gave 21,876 hours to the department. Using \$20.00 as a minimum wage, this equates to an impressive \$437,520.00.

SPD Volunteers range in age from 14 to 85 and have a variety of backgrounds, from students, business owners, former military, pilots and former FBI agents. With these diverse backgrounds, they all share one thing in common - a desire to help our department and serve the citizens of Spokane. The volunteers are responsible for a range of responsibilities from working the information booth and front desks at the Public Safety Building and the Gardner Building, supporting the Police Activities League program, working community events such as Bloomsday and Lilac Parade, and assisting officers on patrol. SPD also has many volunteer chaplains.



Two volunteer Reserve Officers pose with children at the St. Patrick's Day Parade.



A volunteer works on her laptop

SPD's Citizen Volunteer of the Year was retired Sergeant Ron Tilley! He drives the antique car in local parades and displays it for special events. In addition, he is also a very important member of the department's Honor Guard. Below, Ron is pictured in his Honor Guard uniform, getting his award from Chief Kevin Hall.



Chief Kevin Hall stands with Citizen Volunteer Ron Tilley

Spokane Police Department Volunteers are shown here going to an Easter Egg hunt at the Northeast Community Center.



A Reserve Officer stands with two children at an Easter Egg Hunt

## Youth Internet Safety Presentations

Detective Tim Schwering is leading a Youth Internet Safety community education campaign. Detective Schwering investigates financial fraud cases, especially cases involving cryptocurrency. Over the last two years, he delivered more than 100 outreach presentations on crypto scams in our community.

Recently, he has had to investigate crypto scams involving child sexual abuse material. After learning how prevalent this issue is, with so many victims in Spokane, Detective Schwering is trying to get the message out to parents and guardians:

- How adults are enticing kids through apps (Roblox, Snapchat, Discord, IG, etc.)

- How to prevent victimization
- And what to do if your child or someone you know is victimized (resources, etc.)

If you would like to schedule a meeting or presentation, please email Detective Schwering at [tschwering@spokanepolice.org](mailto:tschwering@spokanepolice.org).

## SPD Officers in the Community

SPD Neighborhood Resource Officer Scott Hice loved participating in the Trash Bash in the West Central neighborhood. Neighbors came together to clean up the area, and they packed away a ton of trash! Way to go!



Above, a group of people are gathered in the West Central neighborhood of Spokane, in front of a garbage dumpster full of trash. Spokane Police Officer Scott Hice is standing on the left-hand side.

Community Outreach Officer Jen Kerns has been leading an educational dance program with the support of the Drug Enforcement Administration (DEA) Educational Foundation. The purpose of the program is to provide youth opportunities to participate in fun activities while learning. Youth can participate for free, due to the sponsorship of the DEA Educational Foundation. It is a program in partnership with the Spokane Police Foundation and Inspirations Dance Studio.

Officer Jen says, “We have had such a great time being able to offer families the opportunity to dance for free. Our opportunity to speak with the youth about avoiding substances, BHI (Bullying, Harassment and Intimidation), problem solving, family safety planning, leadership, and strong decision making has been well worth it!”

Below, children in the program learn a new dance.



Children in the DEA Educational Foundation Dance Program

## SPD Volunteers Recognized as Citizen Honorees – Congressional Medal of Honor

SPD Citizen Volunteer Sue Walker and former SPD Volunteer Rae Anna Victor were able to travel to Washington D.C. for all-expense paid trip to receive the Congressional Medal of Honor as Citizen Honorees. Their chapter of the National Society of the Daughters of the American Revolution (DAR), Jonas Babcock Chapter, was the recipient of the 2026 Community Service Award.

Both women also volunteer for the Spokane Law Enforcement Museum and the Law Enforcement Memorial Project, in addition to the DAR. Sue and RaeAnna have been involved with SPD for over 50 years. Sue and her husband, retired SPD officer Bob Walker, are longtime volunteers. Rae Anna was one of SPD's first Reserve Officers, back in 1976. Below, Sue Walker stands with Major General Henry Brady, Rae Anna Victor, and Rae Anna's grandson Dominic Victor.



Four people stand in front of American flags

For more than 50 years, the Jonas Babcock Chapter has been dedicated to honoring America's military service members and veterans through monument preservation, historic markers, advocacy, and hands-on service locally.

This organization is involved in things like supporting the VA Homeless Veteran Program with thousands of dollars in donations, as well as creating and dedicating monuments and historical markers to Medal of Honor recipients, WWII pilots, and Tuskegee Airmen. They have honored over 600 veterans from WWII, Korea, and Vietnam through ceremonies, certificates, and commemorative pins. Their advocacy led to the naming of the Spokane VA Medical Center in honor of Medal of Honor recipients Joe Mann and Bruce Grandstaff.

Below, Rae Anna and Sue at a Spokane Police Department Awards Ceremony.



Two volunteers stand together

**“Serving our community with Integrity, Professionalism,  
and Compassion”**

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Information Only**Date Rec'd**

4/29/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

POLICE

**Bid #****Contact Name/Phone**

DAVE SINGLEY 4171

**Requisition #****Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

KTELIS MCATHCART

**Sponsoring at Administrators Request**

NO

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

Q4 2025 AND Q1 2026 FORFEITURE FUNDS UPDATE

**Agenda Wording**

Quarterly report on the proceeds and expenditure of asset seizure/forfeiture funds for Q4 2025 and Q1 2026

**Summary (Background)**

As required under SMC 08.19.040 - the Spokane Police Department shall provide City Council quarterly reporting on the receipt of proceeds from all civil forfeiture funds as well as all expenditures of forfeiture funds. During Q4 2025, SPD received \$81,943.29 in federal seizure disbursements and retained state seizure funds in the amount of \$11,486.92. During Q1 2026, SPD received \$90,461.08 in federal seizure disbursements and retained state seizure funds in the amount of \$273,286.12. These funds will be utilized in accordance with the DOJ Guide to Equitable Sharing and RCW's 69.50.505 & 10.105.010.

**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**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	YES
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Program Revenue
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	
	spdfinance@spokanepolice.org
spdexexecutivestaff@spokanepolice.org	



**SPOKANE POLICE DEPARTMENT**  
**CHIEF OF POLICE**  
**KEVIN HALL**

**2025 Asset Forfeiture Report**

Updated 12/31/2025

**2025 Forfeiture Proceeds by Quarter**

1st Quarter		
Federal Net Proceeds		\$49,515.05
State Net Proceeds		\$463,554.84
Gross Proceeds	\$515,935.93	
Auction Costs/Commissions	(\$875.00)	
State 10% Share	(\$51,506.09)	
2nd Quarter		
Federal Net Proceeds		\$1,117.74
State Net Proceeds		\$33,901.01
Gross Proceeds	\$38,720.90	
Auction Costs/Commissions	(\$1,052.00)	
State 10% Share	(\$3,767.89)	
3rd Quarter		
Federal Net Proceeds		\$8,943.68
State Net Proceeds		\$16,110.00
Gross Proceeds	\$20,250.00	
Auction Costs/Commissions	(\$2,350.00)	
State 10% Share	(\$1,790.00)	
4th Quarter		
Federal Net Proceeds		\$81,943.29
State Net Proceeds		\$11,486.92
Gross Proceeds	\$14,263.25	
Auction Costs/Commissions/Title Fees	(\$1,500.00)	
State 10% Share	(\$1,276.33)	
<b>2025 TOTALS</b>		
Federal Net Proceeds		<b>\$141,519.76</b>
State Net Proceeds		<b>\$525,052.77</b>
	<b>Total</b>	<b>\$666,572.53</b>

**2025 Forfeiture Expenditures by Quarter**

1st Quarter		
Federal Funds		\$281,282.59
Cellebrite Software	\$157,781.46	
Investigative Equipment	\$2,826.07	
Leica Scanner	\$120,675.06	
State Funds		\$100,559.81
CI Funds	\$12,919.00	
UC Vehicles	\$80,755.81	
Training & Travel	\$6,801.00	
Forfeited Vehicle Title Transfer	\$84.00	
2nd Quarter		
Federal Funds		\$2,142.81
Cellebrite Software	\$0.00	
Investigative Equipment	\$2,142.81	
Leica Scanner	\$0.00	
State Funds		\$35,138.25
CI Funds	\$7,289.00	
UC Vehicles	\$11,036.20	
Training & Travel	\$16,645.05	
Forfeited Vehicle Title Transfer	\$168.00	
3rd Quarter		
Federal Funds		\$441.80
Cellebrite Software	\$0.00	
Investigative Equipment	\$441.80	
Leica Scanner	\$0.00	
State Funds		\$69,472.92
CI Funds	\$7,005.00	
UC Vehicles	\$58,773.52	
Investigative Equipment	\$1,644.60	
Training & Travel	\$2,007.80	
Forfeited Vehicle Title Transfer	\$42.00	
4th Quarter		
Federal Funds		\$44,758.66
Investigative Equipment	\$3,187.99	
MC Trailer	\$41,570.67	
State Funds		\$46,503.72
CI Funds	\$30,489.00	
UC Vehicles	\$78.70	
Investigative Equipment	\$263.25	
Training & Travel	\$15,320.77	

Forfeited Vehicle Title Transfer

\$352.00

**2025 TOTALS**

**Federal Funds**


**\$328,625.86**

**State Funds**

**\$251,674.70**

**Total Expenditures: \$580,300.56**

I certify that all seized funds were spent consistent with federal and state laws.

  
Assistant Chief David Singley #480

  
Date



**SPOKANE POLICE DEPARTMENT**  
**CHIEF OF POLICE**  
**KEVIN HALL**

**2026 Asset Forfeiture Report**

Updated 4/28/26

**2026 Forfeiture Proceeds by Quarter**

<b>1st Quarter</b>		
Federal Net Proceeds		\$90,461.08
State Net Proceeds		\$273,286.12
Gross Proceeds	\$305,096.45	
Auction Costs/Commissions	(\$1,445.20)	
State 10% Share	(\$30,365.13)	
<b>2nd Quarter</b>		
Federal Net Proceeds		\$0.00
State Net Proceeds		\$0.00
Gross Proceeds	\$0.00	
Auction Costs/Commissions	\$0.00	
State 10% Share	\$0.00	
<b>3rd Quarter</b>		
Federal Net Proceeds		\$0.00
State Net Proceeds		\$0.00
Gross Proceeds	\$0.00	
Auction Costs/Commissions	\$0.00	
State 10% Share	\$0.00	
<b>4th Quarter</b>		
Federal Net Proceeds		\$0.00
State Net Proceeds		\$0.00
Gross Proceeds	\$0.00	
Auction Costs/Commissions/Title Fees	\$0.00	
State 10% Share	\$0.00	
<b>2026 TOTALS</b>		
Federal Net Proceeds		<b>\$90,461.08</b>
State Net Proceeds		<b>\$273,286.12</b>
<b>Total</b>		<b>\$363,747.20</b>

**2026 Forfeiture Expenditures by Quarter**

1st Quarter		
Federal Funds		\$19,920.56
Investigative Equipment/Supplies	\$2,389.28	
EDU K9	\$12,076.28	
Training & Travel	\$5,455.00	
State Funds		\$499,573.82
CI Funds	\$9,985.00	
Terradyne Armored Vehicle	\$398,416.00	
UC Vehicles	\$90,560.61	
Training & Travel	\$474.21	
Forfeited Vehicle Title Transfer	\$138.00	
2nd Quarter		
Federal Funds		\$0.00
Cellebrite Software	\$0.00	
Investigative Equipment	\$0.00	
State Funds		\$0.00
CI Funds	\$0.00	
UC Vehicles	\$0.00	
Training & Travel	\$0.00	
Forfeited Vehicle Title Transfer	\$0.00	
3rd Quarter		
Federal Funds		\$0.00
Investigative Equipment	\$0.00	
State Funds		\$0.00
CI Funds	\$0.00	
UC Vehicles	\$0.00	
Investigative Equipment	\$0.00	
Training & Travel	\$0.00	
Forfeited Vehicle Title Transfer	\$0.00	
4th Quarter		
Federal Funds		\$0.00
Investigative Equipment	\$0.00	
State Funds		\$0.00
CI Funds	\$0.00	
UC Vehicles	\$0.00	
Investigative Equipment	\$0.00	
Training & Travel	\$0.00	
Forfeited Vehicle Title Transfer	\$0.00	

**2026 TOTALS**

Federal Net Expenditures  
State Net Expenditures

**\$19,920.56**

**\$499,573.82**

**Total Expenditures: \$519,494.38**

I certify that all seized funds were spent consistent with federal and state laws.



Assistant Chief David Singley #480

9/29/26

Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Discussion**Date Rec'd**

4/29/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/01/2026**Submitting Dept**

WATER &amp; HYDROELECTRIC SERVICES

**Bid #****Contact Name/Phone**

JEREMY MEYER 509-742-8154

**Requisition #**

SBO

**Contact E-Mail**

JLMEYER@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

MCATHCART KTELIS

**Sponsoring at Administrators Request**

NO

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

SPECIAL BUDGET ORDINANCE - WATER TRANSFORMER PROCUREMENT -

**Agenda Wording**

Special Budget Ordinance to establish the budget for the purchase of a transformer at Upriver Dam.

**Summary (Background)**

The transformer at Upriver Dam supplies power to the largest water wells in the City and has shown imminent failure through multiple oil analysis tests. The transformer will need to be replaced as soon as possible to avoid negatively affecting the water distribution system. Failure of this transformer would be detrimental to system reliability and operations. This project was included in the future years of the Water Department's Capital Improvement Program (CIP); however, due to 2-3 year lead times for delivery, an order must be placed now to ensure timely receipt and scheduled completion. While the majority of funding is planned for FY2027/FY2028, this Special Budget Ordinance (SBO) allows for procurement to begin in advance.

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

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

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

N/A

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

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? NO	
Total Cost	\$ 2,200,000.00
Current Year Cost	\$ 1,200,000.00
Subsequent Year(s) Cost	\$ 1,000,000.00
<b><u>Narrative</u></b>	
This SBO commits future funding, with actual expenditures occurring when the transformer is delivered and applied as part of the identified CIP project. All costs are estimates at this stage and will be refined upon vendor selection.	
<b>Amount</b>	
<b>Budget Account</b>	
Revenue	\$ 2,200,000.00
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 4100-42490-94340-56501-99999	
#	
#	
#	
#	
#	
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Because this was a planned future expense, there is a net-zero impact to the Water-Wastewater Fund in the long run.	
<b>Expense Occurrence</b> One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
None	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	HOPKINS, LEON
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
rershaw@spokanecity.org	jlmeyer@spokanecity.org
tlester@spokanecity.org	tprince@spokanecity.org
jsakamoto@spokanecity.org	aalbinmoore@spokanecity.org
rrpenaluna@spokanecity.org	nrussell@spokanecity.org
lhopkins@spokanecity.org	

## SBO Request

### Public Safety & Community Health Committee

<b>Committee Date</b>	May 4 <sup>th</sup> , 2026
<b>Submitting Department</b>	Water & Hydroelectric Services
<b>Fund to Receive Budget</b> (if different from submitting dept)	
<b>Contact Name</b>	Jeremy Meyer, Water & Hydroelectric Plant Manager
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 5min
<b>Agenda Item Name</b>	Special Budget Ordinance – Water Transformer Procurement – Upriver Dam
<b>Grant Item</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, this SBO should be submitted to the same agenda as the acceptance.
<b>Why is this budget adjustment urgent and can't wait until the 2027-2028 biennium budget?</b>	The transformer at Upriver Dam supplies power to the largest water wells in the City and has shown imminent failure through multiple oil analysis tests. The transformer will need to be replaced as soon as possible to avoid negatively affecting the water distribution system. Failure of this transformer would be detrimental to system reliability and operations.  This project was included in the Water Department's Capital Improvement Program (CIP); however, due to 2–3 year lead times for delivery, an order must be placed now to ensure timely receipt and scheduled completion. While the majority of funding is planned for FY2027/FY2028, this Supplemental Budget Ordinance (SBO) allows for procurement to begin in advance.
<b>What are the budget codes? (Accountant-provided)</b>	This SBO commits future funding, with actual expenditures occurring when the transformer is delivered and applied as part of the identified CIP project. All costs are estimates at this stage and will be refined upon vendor selection.  Water Fund Balance/Utility Rates will fund this project. Transformer Purchase \$1,200,000 Associated Capitalized Costs \$1,000,000 Total Project Cost Estimate \$2,200,000  4100-42490-94340-56501-99999 - \$2,200,000
<b>Fiscal Impact</b>	
Revenue: <a href="#">Click or tap here to enter text.</a>	
Appropriation: <u>\$2,200,000</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Reserves	
Is this funding source sustainable for future years, months, etc? N/A – one-time project	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (FTE related?) None	

Return to [budget@spokanecity.org](mailto:budget@spokanecity.org) and allow up to one week for drafting.

ORDINANCE NO \_\_\_\_\_

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 A TRANSFORMER FOR UPRIVER DAM, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Water – Wastewater Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Water – Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$2,200,000.
- A) Of the increased appropriation, \$2,200,000 is provided solely for construction of fixed assets in the Water Capital 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 purchase a transformer for Upriver Dam, 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

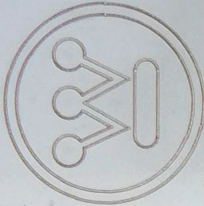
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

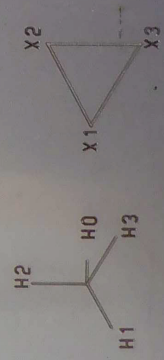
\_\_\_\_\_  
Effective Date

# Westinghouse



VOLTS		THREE PHASE TYPE RSL		FULL LOAD KVA	
HV	13800Y/7970 -	OIL		7500/8400	0A
LV	2400	INSULATED		55/65	°C RISE
60 HERTZ		UNIT SUBSTATION TRANSFORMER		GALLONS LIQUID	
CLASS 0A		INSULOUR INSULATION		926	
INSTRUCTION BOOK		PC-1002	SERIAL	HBT0224-0101	MANUFACTURE DATE
FULL WAVE IMPULSE TEST LEVEL		H.V.	95	KV.	L.V.
IMPEDANCE		6.65	% AT 7500 KVA	13800Y TO 2400	VOLTS.
APPROX. WEIGHT IN LBS. CORE AND COILS		26101	CASE	6831	LIQUID TOTAL
MADE IN U.S.A.		WESTINGHOUSE ELECTRIC CORPORATION		6945	39877

9727A82



WINDING	VOLTS	7500KVA AMPERES	CONNECTIONS							
			POS.	TAP CHANGER CONNECTS						
HIGH VOLTAGE WYE	14490	298.8	1	4	TU	5				
	14145	306.1	2	3	TU	5				
	13800	313.8	3	3	TU	6				
	13455	321.8	4	2	TU	6				
	13110	330.3	5	2	TU	7				
LOW VOLTAGE DELTA	2400	1804								





**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Discussion**Date Rec'd**

4/28/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/01/2026**Submitting Dept**

MUNICIPAL COURT

**Bid #****Contact Name/Phone**

SARAH 509-625-4146

**Requisition #****Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

KTELIS MCATHCART BWILKERSON

**Sponsoring at Administrators Request**

NO

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

ACCEPT ADDITIONAL AWARD FROM ADMINISTRATIVE OFFICE OF THE COURTS

**Agenda Wording**

The Administrative Office of the Courts has offered additional funding for City of Spokane's Therapeutic Courts via two amendments. The first amendment increased wages and benefits by \$8,000 to support the increase in benefit costs. The second amendment increased funding for Recovery Support by \$26,000.

**Summary (Background)**

The Administrative Office of the Courts awarded Spokane Municipal Court \$430,330 for July 1, 2025 through June 30, 2026 to support the Therapeutic Court programs with personnel costs, staff equipment, training/travel, treatment service, and recovery supports. Additional funding was awarded to support an increase in insurance premiums and an increase to court participant needs. The additional award aligns with the current award and must be expended before June 30, 2026.

**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**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	NO
Total Cost	\$ 34,000
Current Year Cost	\$ 34,000
Subsequent Year(s) Cost	\$ 0
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Revenue \$ 34,000	# 1360-91332-99999-33412
Expense \$ 5,000	# 1360-91332-12510-51991
Expense \$ 3,000	# 1360-91332-12510-52991
Expense \$ 26,000	# 1360-91332-12510-54101
Select \$	#
Select \$	#
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Grant
<b>Is this funding source sustainable for future years, months, etc?</b>	
No, this is a one time award	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	VAN WORMER, JACQUIE
<b>Division Director</b>	O'SULLIVAN, KRISTIN
<b>Accounting Manager</b>	
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	
<b>Additional Approvals</b>	
<b>ACCOUNTING -</b>	BROWN, SKYLER
<b>Distribution List</b>	
Sarah Thompson sthompson@spokanecity.org	Jacque van Wormer jvanwormer@spokanecity.org
Danil Tyurin dtyurin@spokanecity.org	Derrek Daniels ddaniels@spokanecity.org
grants@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Discussion**Date Rec'd**

4/28/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/01/2026**Submitting Dept**

MUNICIPAL COURT

**Bid #****Contact Name/Phone**

SARAH 509-625-4146

**Requisition #****Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

KTELIS MCATHCART BWILKERSON

**Sponsoring at Administrators Request**

NO

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

ACCEPT ADDITIONAL AWARD FROM ADMINISTRATIVE OFFICE OF THE COURTS

**Agenda Wording**

The Administrative Office of the Courts has offered additional funding for City of Spokane's Therapeutic Courts via two amendments. The first amendment increased wages and benefits by \$8,000 to support the increase in benefit costs. The second amendment increased funding for Recovery Support by \$26,000. This results in an additional \$34,000 to therapeutic courts.

**Summary (Background)**

The Administrative Office of the Courts awarded Spokane Municipal Court \$430,330 for July 1, 2025 through June 30, 2026 to support the Therapeutic Court programs with personnel costs, staff equipment, training/travel, treatment service, and recovery supports. Additional funding was awarded to support an increase in insurance premiums and an increase to court participant needs. The additional award aligns with the current award and must be expended before June 30, 2026. The amended award total is \$464,300.

**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**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	NO
Total Cost	\$ 34,000
Current Year Cost	\$ 34,000
Subsequent Year(s) Cost	\$ 0
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Revenue \$ 34,000	# 1360-91332-99999-33412
Expense \$ 5,000	# 1360-91332-12510-51991
Expense \$ 3,000	# 1360-91332-12510-52991
Expense \$ 26,000	# 1360-91332-12510-54101
Select \$	#
Select \$	#
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Grant
<b>Is this funding source sustainable for future years, months, etc?</b>	
No, this is a one time award	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	VAN WORMER, JACQUIE
<b>Division Director</b>	O'SULLIVAN, KRISTIN
<b>Accounting Manager</b>	
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	
<b>Distribution List</b>	
Sarah Thompson sthompson@spokanecity.org	Jacque van Wormer jvanwormer@spokanecity.org
Danil Tyurin dtyurin@spokanecity.org	Derrek Daniels ddaniels@spokanecity.org
grants@spokanecity.org	

**AMENDMENT 3  
INTERAGENCY AGREEMENT  
AGREEMENT NUMBER IAA26858**

**BETWEEN**

**WASHINGTON STATE  
ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
SPOKANE MUNICIPAL COURT**

This second Amendment to the Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts (AOC), and Spokane Municipal Court, referred to as “Court” known collectively as the “Parties”.

**RECITALS:**

- A. AOC and Court (collectively the “Parties”) entered into the Agreement (“Agreement”) which will be performed from July 1, 2025, to June 30, 2026.
- B. The Parties now desire to unilaterally amend the Agreement in accordance with Section 6. Revenue Sharing, by updating language on Section 5: Compensation. AOC is redistributing and increasing funds to this Agreement in the Recovery Supports category by \$26,000.00 for a new total agreement amount of **\$464,330.00**. Cost Categories and total amount will be updated accordingly.
- C. The Parties previously amended the Agreement as follows:
  - 1. Amendment 1, effective on 10/09/2025 amended Section 8. Agreement Management by incorporating Marina Richardson as the new AOC PM and updating Attachment A. Use of Funds.
  - 2. Amendment 2, effective on 02/17/2026 amended to increase the total amount of this agreement by \$8,000 for a new total amount of \$438,330.00.
- D. The Amendment set forth herein is within the scope of the Agreement.

**AGREEMENT**

The parties now wish to amend the Agreement as follows:

**1. Section 5. Compensation**

This section will be deleted and replaced in its entirety as follows:

“The amount awarded may not exceed **\$464,330.00** for payments made during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

<b>Cost Category</b>	<b>Amount</b>
Personnel Costs	\$327,121.00
Staff Equipment & Technology	\$2,790.00
Team Training/Travel	\$38,000.00
Treatment Services	\$39,419.00
Recovery supports	\$57,000.00
<b>Total Amount</b>	<b>\$464,330.00</b>

2. **No change other than amendment.** Except as amended herein, the Agreement is unaffected and remains in full force and effect.
  
3. **Integrated Agreement, Modification.** This amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

**WASHINGTON STATE  
ADMINISTRATIVE OFFICE OF THE  
COURTS**

*Dawn Marie Rubio*                      3/31/2026  
 \_\_\_\_\_  
*Signature*    *Date*

**Dawn Marie Rubio**  
 \_\_\_\_\_  
*Name*

WA State Court Administrator / AOC  
 Director  
 \_\_\_\_\_  
*Title*

**AMENDMENT 2  
INTERAGENCY AGREEMENT  
AGREEMENT NUMBER IAA26858**

**BETWEEN**

**WASHINGTON STATE  
ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
SPOKANE MUNICIPAL COURT**

This second Amendment to the Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts (AOC), and Spokane Municipal Court, referred to as "Court" known collectively as the "Parties".

**RECITALS:**

- A. AOC and Court (collectively the "Parties") entered into the Agreement ("Agreement") which will be performed from July 1, 2025, to June 30, 2026.
- B. The Parties now desire to unilaterally amend the Agreement in accordance with Section **6. Revenue Sharing** by updating language on Section 5: Compensation. AOC is redistributing and increasing funds to this Agreement by \$8,000.00 for a new total of **\$438,330.00**. Cost Categories and total amount will be updated accordingly.
- C. The Parties previously amended the Agreement as follows:  
Amendment 1, effective on 10/09/2025 updated Attachment A. Use of Funds.
- D. The Amendment set forth herein is within the scope of the Agreement.

**AGREEMENT**

The parties now wish to amend the Agreement as follows:

1. Section 5. Compensation

This section will be deleted and replaced in its entirety as follows:

"The amount awarded may not exceed **\$438,330.00** for payments made during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

<b>Cost Category</b>	<b>Amount</b>
Personnel Costs	\$327,121.00
Staff Equipment & Technology	\$2,790.00
Team Training/Travel	\$38,000.00
Treatment Services	\$39,419.00
Recovery supports	\$31,000.00
<b>Total Amount</b>	<b>\$438,330.00</b>

2. **No change other than amendment.** Except as amended herein, the Agreement is unaffected and remains in full force and effect.
  
3. **Integrated Agreement, Modification.** This amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

**WASHINGTON STATE  
ADMINISTRATIVE OFFICE OF THE  
COURTS**

*Dawn Marie Rubio*                      2/17/2026  
 \_\_\_\_\_  
*Signature*    *Date*

**Dawn Marie Rubio**  
 \_\_\_\_\_  
*Name*

WA State Court Administrator / AOC  
 Director  
 \_\_\_\_\_  
*Title*

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Discussion**Date Rec'd**

4/28/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/01/2026**Submitting Dept**

MUNICIPAL COURT

**Bid #****Contact Name/Phone**

SARAH 509-625-4146

**Requisition #****Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

KTELIS MCATHCART BWILKERSON

**Sponsoring at Administrators Request**

NO

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

SPECIAL BUDGET ORDINANCE-ADDITIONAL FUNDING FROM AOC

**Agenda Wording**

The Administrative Office of the Courts has offered additional funding for City of Spokane's Therapeutic Courts via two amendments. The first amendment increased wages and benefits by \$8,000 to support the increase in benefit costs. The second amendment increased funding for Recovery Support by \$26,000.

**Summary (Background)**

The Administrative Office of the Courts awarded Spokane Municipal's Therapeutic Court programs \$430,330 for July 1 2025 through June 30, 2026. This increase via two additional awards increased the total award to \$464,330 and must be expended by the end of the current award on June 30, 2026.

**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget? NO			
Total Cost		\$ 34,000	
Current Year Cost		\$ 34,000	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
There is impact to operations with this increase.			
<b>Amount</b>			
		<b>Budget Account</b>	
Revenue	\$ 34,000	#	1360-91332-99999-33412
Expense	\$ 5,000	#	1360-91332-12510-51991
Expense	\$ 3,000	#	1360-91332-12510-52991
Expense	\$ 26,000	#	1360-91332-12510-54101
Select	\$	#	
Select	\$	#	
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Grant			
<b>Is this funding source sustainable for future years, months, etc?</b>			
No			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	VAN WORMER, JACQUIE	<b>MANAGEMENT &amp;</b>	MILLER, JACOB
<b>Division Director</b>	O'SULLIVAN, KRISTIN	<b>ACCOUNTING -</b>	BROWN, SKYLER
<b>Accounting Manager</b>			
<b>Legal</b>	SCHOEDEL, ELIZABETH		
<b>For the Mayor</b>			
<b>Distribution List</b>			
Sarah Thompson sthompson@spokanecity.org		Jacquie van Wormer jvanwormer@spokanecity.org	
Amy Harte aharte@spokanecity.org		Danil Tyurin dtyurin@spokanecity.org	
Derrek Daniels ddaniels@spokanecity.org		grants@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Discussion**Date Rec'd**

4/28/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/01/2026**Submitting Dept**

MUNICIPAL COURT

**Bid #****Contact Name/Phone**

SARAH 509-625-4146

**Requisition #****Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

KTELIS MCATHCART BWILKERSON

**Sponsoring at Administrators Request**

NO

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

SPECIAL BUDGET ORDINANCE-ADDITIONAL FUNDING FROM AOC

**Agenda Wording**

The Administrative Office of the Courts has offered additional funding for City of Spokane's Therapeutic Courts via two amendments. The first amendment increased wages and benefits by \$8,000 to support the increase in benefit costs. The second amendment increased funding for Recovery Support by \$26,000.

**Summary (Background)**

The Administrative Office of the Courts awarded Spokane Municipal's Therapeutic Court programs \$430,330 for July 1 2025 through June 30, 2026. This increase via two additional awards increased the total award to \$464,330 and must be expended by the end of the current award on June 30, 2026.

**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**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	NO
Total Cost	\$ 34,000
Current Year Cost	\$ 34,000
Subsequent Year(s) Cost	\$ 0
<b><u>Narrative</u></b>	
There is impact to operations with this increase.	
<b>Amount</b>	
Revenue	\$ 34,000
Expense	\$ 5,000
Expense	\$ 3,000
Expense	\$ 26,000
Select	\$
Select	\$
<b>Budget Account</b>	
	# 1360-91332-99999-33412
	# 1360-91332-12510-51991
	# 1360-91332-12510-52991
	# 1360-91332-12510-54101
	#
	#
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>	
No	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	VAN WORMER, JACQUIE
<b>Division Director</b>	O'SULLIVAN, KRISTIN
<b>Accounting Manager</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	
<b>Additional Approvals</b>	
<b>MANAGEMENT &amp;</b>	MILLER, JACOB
<b>ACCOUNTING -</b>	BROWN, SKYLER
<b>Distribution List</b>	
Sarah Thompson sthompson@spokanecity.org	Jacquie van Wormer jvanwormer@spokanecity.org
Amy Harte aharte@spokanecity.org	Danil Tyurin dtyurin@spokanecity.org
Derrek Daniels ddaniels@spokanecity.org	grants@spokanecity.org

ORDINANCE NO \_\_\_\_\_

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 ADDITIONAL FUNDING FROM THE ADMINISTRATIVE OFFICE OF THE COURTS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Miscellaneous (General Fund) Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Miscellaneous (General Fund) Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$34,000.
  - A) Of the increased revenue, \$34,000 is provided by the Administrative Office of the Courts for the therapeutic courts in the Municipal Courts department.
- 2) Increase appropriation by \$34,000.
  - A) Of the increased appropriation, \$8,000 is provided solely for base wages and benefits.
  - B) Of the increased appropriation, \$26,000 is provided solely for professional services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept an increase to the Administrative Office of the Courts therapeutic court grant, 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

**AMENDMENT 2  
INTERAGENCY AGREEMENT  
AGREEMENT NUMBER IAA26858**

**BETWEEN**

**WASHINGTON STATE  
ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
SPOKANE MUNICIPAL COURT**

This second Amendment to the Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts (AOC), and Spokane Municipal Court, referred to as "Court" known collectively as the "Parties".

**RECITALS:**

- A. AOC and Court (collectively the "Parties") entered into the Agreement ("Agreement") which will be performed from July 1, 2025, to June 30, 2026.
- B. The Parties now desire to unilaterally amend the Agreement in accordance with Section **6. Revenue Sharing** by updating language on Section 5: Compensation. AOC is redistributing and increasing funds to this Agreement by \$8,000.00 for a new total of **\$438,330.00**. Cost Categories and total amount will be updated accordingly.
- C. The Parties previously amended the Agreement as follows:  
Amendment 1, effective on 10/09/2025 updated Attachment A. Use of Funds.
- D. The Amendment set forth herein is within the scope of the Agreement.

**AGREEMENT**

The parties now wish to amend the Agreement as follows:

1. Section 5. Compensation

This section will be deleted and replaced in its entirety as follows:

"The amount awarded may not exceed **\$438,330.00** for payments made during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

<b>Cost Category</b>	<b>Amount</b>
Personnel Costs	\$327,121.00
Staff Equipment & Technology	\$2,790.00
Team Training/Travel	\$38,000.00
Treatment Services	\$39,419.00
Recovery supports	\$31,000.00
<b>Total Amount</b>	<b>\$438,330.00</b>

- 2. No change other than amendment.** Except as amended herein, the Agreement is unaffected and remains in full force and effect.
- 3. Integrated Agreement, Modification.** This amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

**WASHINGTON STATE  
ADMINISTRATIVE OFFICE OF THE  
COURTS**

*Dawn Marie Rubio*                      2/17/2026  
*Signature*                                      *Date*

**Dawn Marie Rubio**  


---

*Name*

WA State Court Administrator / AOC  
 Director  


---

*Title*

**AMENDMENT 3  
INTERAGENCY AGREEMENT  
AGREEMENT NUMBER IAA26858**

**BETWEEN**

**WASHINGTON STATE  
ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
SPOKANE MUNICIPAL COURT**

This second Amendment to the Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts (AOC), and Spokane Municipal Court, referred to as "Court" known collectively as the "Parties".

**RECITALS:**

- A. AOC and Court (collectively the "Parties") entered into the Agreement ("Agreement") which will be performed from July 1, 2025, to June 30, 2026.
- B. The Parties now desire to unilaterally amend the Agreement in accordance with Section 6. Revenue Sharing, by updating language on Section 5: Compensation. AOC is redistributing and increasing funds to this Agreement in the Recovery Supports category by \$26,000.00 for a new total agreement amount of **\$464,330.00**. Cost Categories and total amount will be updated accordingly.
- C. The Parties previously amended the Agreement as follows:
  - 1. Amendment 1, effective on 10/09/2025 amended Section 8. Agreement Management by incorporating Marina Richardson as the new AOC PM and updating Attachment A. Use of Funds.
  - 2. Amendment 2, effective on 02/17/2026 amended to increase the total amount of this agreement by \$8,000 for a new total amount of \$438,330.00.
- D. The Amendment set forth herein is within the scope of the Agreement.

**AGREEMENT**

The parties now wish to amend the Agreement as follows:

**1. Section 5. Compensation**

This section will be deleted and replaced in its entirety as follows:

"The amount awarded may not exceed **\$464,330.00** for payments made during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

<b>Cost Category</b>	<b>Amount</b>
Personnel Costs	\$327,121.00
Staff Equipment & Technology	\$2,790.00
Team Training/Travel	\$38,000.00
Treatment Services	\$39,419.00
Recovery supports	\$57,000.00
<b>Total Amount</b>	<b>\$464,330.00</b>

2. **No change other than amendment.** Except as amended herein, the Agreement is unaffected and remains in full force and effect.
  
3. **Integrated Agreement, Modification.** This amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

**WASHINGTON STATE  
ADMINISTRATIVE OFFICE OF THE  
COURTS**

*Dawn Marie Rubio*                      3/31/2026  
 \_\_\_\_\_  
*Signature*    *Date*

**Dawn Marie Rubio**  
 \_\_\_\_\_  
*Name*

WA State Court Administrator / AOC  
 Director  
 \_\_\_\_\_  
*Title*

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Discussion**Date Rec'd**

4/29/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/01/2026**Submitting Dept**

FINANCE &amp; ADMINISTRATION

**Bid #****Contact Name/Phone**

COLE WICKER 6822

**Requisition #****Contact E-Mail**

WWICKERS@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

KTELIS MCATHCART

**Sponsoring at Administrators Request**

NO

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

SPECIAL BUDGET ORDINANCE – FIFA STATE AND FEDERAL GRANT AWARDS

**Agenda Wording**

Spokane will be hosting Egypt's FIFA World Cup soccer team and will be bringing in large crowds, international attention, and heightened security demands. The City has been awarded two grants to support the additional costs being a host city will bring.

**Summary (Background)**

Spokane will be hosting Egypt's FIFA World Cup soccer team and will be bringing in large crowds, international attention, and heightened security demands. The City has been awarded two grants to support the additional costs being a host city will bring. One is a Federal grant through FEMA and the other is a State grant from Washington Military. The Grants department as well as the Fire and Police departments will sustain the costs of supporting being a host city and will receive the grant funding. FEMA - \$1,040,303 total grant • \$341,453 to Fire in fund 1440 • \$593,274 to Police in fund 1620 • \$105,576 to Grants in fund 1330 State - Military - \$113,014 total grant • \$107,551 to Fire in fund 1440 • \$1,311 to Police in fund 1620 • \$4,152 to Grants in fund 1330

**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget? NO			
Total Cost		\$ 1,153,317	
Current Year Cost		\$ 1,153,317	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ 109,728	# 1330-9355x-99999-3xxxx-99999	
Expense	\$ 109,728	# 1330-9355x-14230-5xxxx-99999	
Revenue	\$ 449,004	# 1440-9355x-99999-3xxxx-99999	
Expense	\$ 449,004	# 1440-9355x-21250-5xxxx-99999	
Revenue	\$ 594,585	# 1620-9355x-99999-3xxxx-99999	
Expense	\$ 594,585	# 1620-9355x-21250-5xxxx-99999	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>			
No			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	STRATTON, JESSICA	<b><u>MANAGEMENT &amp;</u></b>	MILLER, JACOB
<b><u>Division Director</u></b>	STRATTON, JESSICA	<b><u>ACCOUNTING -</u></b>	DUFFEY, ANDREW
<b><u>Accounting Manager</u></b>	BROWN, SKYLER		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
sbrown@spokanecity.org		jmiller@spokanecity.org	

ORDINANCE NO \_\_\_\_\_

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 TWO FIFA GRANTS, 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$109,728.
  - A) Of the increased revenue, \$105,576 is provided solely from a Federal grant award for Federation Internationale de Football Association (FIFA) support.
  - B) Of the increased revenue, \$4,152 is provided solely from a State grant award for FIFA support.
- 2) Increase appropriation by \$109,728.
  - A) Of the increased appropriation, \$54,958 is provided solely for contra salaries and benefits.
  - B) Of the increased appropriation, \$54,770 is provided solely for contractual services.

Section 2. That in the budget of the Fire Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$449,004.
  - A) Of the increased revenue, \$341,453 is provided solely from a Federal grant award for FIFA support.
  - B) Of the increased revenue, \$107,551 is provided solely from a State grant award for FIFA support.
- 2) Increase appropriation by \$449,004.
  - A) Of the increased appropriation, \$254,630 is provided solely for overtime and associated benefits.
  - B) Of the increased appropriation, \$82,050 is provided solely for capital machinery and equipment.
  - C) Of the increased appropriation, \$112,324 is provided solely for contra other expenses.

Section 3. That in the budget of the Public Safety & Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$594,585.
  - A) Of the increased revenue, \$593,274 is provided solely from a Federal grant award for FIFA support.
  - B) Of the increased revenue, \$1,311 is provided solely from a State grant award for FIFA support.
- 2) Increase appropriation by \$594,585.
  - A) Of the increased appropriation, \$229,920 is provided solely for overtime and associated benefits.
  - B) Of the increased appropriation, \$212,500 is provided solely for capital machinery and equipment.
  - C) Of the increased appropriation, \$1,000 is provided solely for operating supplies.
  - D) Of the increased appropriation, \$151,165 is provided solely for contra other expenses.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept two FIFA grants, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

ORDINANCE NO C36876

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT A DEPARTMENT OF COMMERCE GRANT AND STATE FUNDING FOR THE POLICE ACADEMY, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant Fund and the General Capital Improvements Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$727,500.
  - A) Of the increased revenue, \$727,500 is provided solely from the Department of Commerce.
- 2) Increase appropriation by \$727,500.
  - A) Of the increased appropriation, \$727,500 is provided solely for construction of fixed assets.

Section 2. That in the budget of the General Capital Improvements Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,150,000.
  - A) Of the increased revenue, \$1,150,000 is provided solely from Washington State per Substitute Senate Bill 6003.
- 2) Increase appropriation by \$1,150,000.
  - A) Of the increased appropriation, \$1,150,000 is provided solely for construction of fixed assets.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept a Department of Commerce grant and State Funding for the Police Academy, 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



NAI Black
801 W. Riverside Ave, Suite 300
Spokane, WA 99201
Phone: (509) 623-1000
Fax: (509) 622-3500

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CBA Form PS-1A
Purchase & Sale Agreement
Rev. 1/2011
Page 1 of 14

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT

This has been prepared for submission to your attorney for review and approval prior to signing. No representation is made by licensee as to its sufficiency or tax consequences

Reference Date: March 23rd, 2026

Ryan Best and Beth Pierce, as husband and wife and/or assigns ("Buyer") agrees to buy and City of Spokane, ("Seller") agrees to sell, on the following terms, the real estate and all improvements thereon (collectively, the "Property") commonly known as 824 N. Monroe Street in the City of Spokane, Spokane County, Washington, legally described on attached Exhibit A. The Reference Date above is intended to be used to reference this Agreement and is not the date of "Mutual Acceptance," which is defined in Section 23.

1. PURCHASE PRICE. The purchase price is Two Million One Hundred Thousand Dollars (\$2,100,000) payable as follows (check only one):

- All cash at closing with no financing contingency.
All cash at closing contingent on new financing in accordance with the Financing Addendum (attach CBA Form PS\_FIN).
\$ OR \_\_\_% of the purchase price in cash at closing with the balance of the purchase price paid as follows (check one or both, as applicable):
Buyer's assumption of the outstanding principal balance as of the Closing Date of a first lien note and deed of trust (or mortgage), or real estate contract, in accordance with the Financing Addendum (attach CBA Form PS\_FIN);
Buyer's delivery at closing of a promissory note for the balance of the purchase price, secured by a deed of trust encumbering the Property, in accordance with the Financing Addendum (attach CBA Form PS\_FIN ).
Other: \_\_\_\_\_.

2. EARNEST MONEY. The earnest money in the amount of \$25,000 shall be in the form of Cash Personal check Promissory note (attached CBA Form EMN) Other:

The earnest money shall be held by Selling Firm Closing Agent. Selling Broker may, however, transfer the earnest money to Closing Agent.

Buyer shall deliver the earnest money no later than:

- 5 days after Mutual Acceptance.
On the last day of the Feasibility Period defined in Section 5 below.
Other: \_\_\_\_\_.

If the earnest money is to be held by Selling Firm and is over \$10,000, it shall be deposited to: Selling Firm's pooled trust account (with interest paid to the State Treasurer) A separate interest bearing trust account in Selling Firm's name. The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the earnest money is entitled to interest.

Selling Firm shall deposit any check to be held by Selling Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. Buyer agrees to pay financing and purchase costs incurred by Buyer. Unless otherwise provided in this Agreement, the earnest money shall be applicable to the purchase price.

3. EXHIBITS AND ADDENDA. The following Exhibits and Addenda are made a part of this Agreement:

- Exhibit A - Legal Description
Earnest Money Promissory Note, CBA Form EMN
Promissory Note, LPB Form No. 28A/

INITIALS: Buyer [Signature] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_
Buyer [Signature] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



NAI Black
801 W. Riverside Ave, Suite 300
Spokane, WA 99201
Phone: (509) 623-1000
Fax: (509) 622-3500

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CBA Form PS-1A
Purchase & Sale Agreement
Rev. 1/2011
Page 2 of 14

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

- Short Form Deed of Trust, LPB Form No. 20
Deed of Trust Rider, CBA Form DTR
Utility Charges Addendum, CBA Form UA
FIRPTA Certification, CBA Form 22E
Assignment and Assumption, CBA Form PS-AS
Addendum/Amendment, CBA Form PSA
Back-Up Addendum, CBA Form BU-A
Vacant Land Addendum, CBA Form VLA
[X] Financing Addendum, CBA Form PS\_FIN
Tenant Estoppel Certificate, CBA Form PS\_TEC
Defeasance Addendum, CBA Form PS\_D
Other \_\_\_\_\_

4. SELLER'S UNDERLYING FINANCING. Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's lien from being released at closing.

5. FEASIBILITY CONTINGENCY. Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose.

a. Books, Records, Leases, Agreements. Seller shall make available for inspection by Buyer and its agents within 10 days (2 days if not filled in) after Mutual Acceptance all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records, accounting records and audit reports for the last three years and year to date; and "Vendor Contracts" which shall include maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property.

INITIALS: Buyer [BP] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_
Buyer [Signature] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



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such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Seller shall transfer the Vendor Contracts as provided in Section 17.

b. Access. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property and improvements, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use.

c. Buyer does not waive the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. However, if Seller would otherwise be required to provide Buyer with a Form 17-Commercial, and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17-Commercial which shall be provided by Seller.

6. TITLE INSURANCE.

a. Title Report. Seller authorizes Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a [X] standard [ ] extended (standard, if not completed) coverage owner's policy of title insurance. If an extended coverage owner's policy is specified, Buyer shall pay the increased costs associated with that policy including the excess premium over that charged for a standard coverage policy, and the cost of any survey required by the title insurer.

b. Permitted Exceptions. Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (1) thirty (30) days after Mutual Acceptance of this Agreement; or (2) the expiration of the Feasibility Period. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections (1) Seller agrees, in writing, to remove all objectionable provisions or (2) Buyer notifies Seller that Buyer waives any objections which Seller does not agree to remove.

INITIALS: Buyer [BP] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_
Buyer [Signature] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



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to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of real property taxes, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. CLOSING OF SALE. The sale shall be closed on or before seven (7) days after removal all contingencies, ("Closing") by Tigor Title ("Closing Agent") (Seller shall select the Closing Agent, if not completed). Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing date all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller, even though they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer during the Feasibility Period that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three-day closing process described in CBA Form PS\_D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.

8. CLOSING COSTS AND PRORATIONS. Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing date in the form required by Section 5(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; interest; utilities; and other operating expenses shall be pro-rated as of Closing. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

a. Unpaid Utility Charges. Buyer and Seller [X] WAIVE [ ] DO NOT WAIVE (do not waive if neither box checked) the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80. If "do not waive" is checked, then attach CBA Form UA ("Utility Charges" Addendum) to this Agreement.

9. POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS. After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if

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Buyer [Initials] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



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tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing.

10. OPERATIONS PRIOR TO CLOSING. Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Period, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

11. POSSESSION. Buyer shall be entitled to possession [ ] on closing [X] Subject to Seller's rights under a separate lease agreement. Buyer shall accept possession subject to all tenancies disclosed to Buyer during the Feasibility Period.

12. SELLER'S REPRESENTATIONS. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the feasibility contingency stated in Section 5 above, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property; (c) Seller has not received any written notices that the Property or the business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 8 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing; (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer in writing during the Feasibility Period; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the same were deemed made as of the date of such discovery, then the party discovering the same shall

INITIALS: Buyer [Initials] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_
Buyer [Initials] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



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promptly notify the other party in writing. If the newly-discovered information will result in costs or liability to Buyer in excess of the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement, or will materially adversely affect Buyer's intended use of the Property, then Buyer shall have the right to terminate the Agreement and receive a refund of its earnest money.

13. AS-IS. Except for those representations and warranties specifically included in this Agreement: (i) Seller makes no representations or warranties regarding the Property; (ii) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (iii) Buyer otherwise takes the Property "AS IS;" and (iv) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.

14. PERSONAL PROPERTY.

a. This sale includes all right, title and interest of Seller to the following tangible personal property: [X] None [ ] That portion of the personal property located on and used in connection with the Property, which Seller will itemize in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance (None, if not completed). The value assigned to the personal property shall be \$ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Selling Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.

b. In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

15. CONDEMNATION AND CASUALTY. Seller bears all risk of loss until Closing, and thereafter Buyer shall bear the risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are destroyed or materially damaged by casualty before Closing, or if condemnation proceedings are commenced against all or a portion of the Property before Closing. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.

16. FIRPTA - TAX WITHHOLDING AT CLOSING. Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this

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Buyer [Signature] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



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transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

17. CONVEYANCE. Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a contract vendee's assignment sufficient to convey after acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form No. PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) and all intangible property transferred pursuant to Section 14(b).

18. NOTICES AND COMPUTATION OF TIME. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Broker with a courtesy copy to any other party identified as a recipient of notices in Section 28. A notice to Seller shall be deemed delivered only when received by Seller, Listing Broker, or the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer, with a copy to Selling Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 28. A notice to Buyer shall be deemed delivered only when received by Buyer, Selling Broker, or the licensed office of Selling Broker. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller shall keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 28.

Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day.

19. AGENCY DISCLOSURE. At the signing of this Agreement,

Selling Broker James S. Black III of NAI Black

represented Buyer

and the Listing Broker Michael Sharapata of Jones Lang LaSalle

represented Seller

Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any)

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representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

20. ASSIGNMENT. Buyer [ ] may [X] may not (may not, if not completed) assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein.

21. DEFAULT AND ATTORNEY'S FEE.

a. Buyer's default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then (check one):

[X] Seller may terminate this Agreement and keep the earnest money as liquidated damages as the sole and exclusive remedy available to Seller for such failure; or

[ ] Seller may, at its option, (a) terminate this Agreement and keep as liquidated damages the earnest money as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

b. Seller's default. In the event Seller fails, without legal excuse, to complete the sale of the Property, then (check one):

[X] As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all earnest money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the scheduled date of closing or from the date Seller has informed Buyer in writing that Seller will not proceed with closing, whichever is earlier; or

[ ] Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.

Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state where the Property is located.

22. MISCELLANEOUS PROVISIONS.

a. Complete Agreement. This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement.

b. Counterpart Signatures. This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

c. Electronic Delivery. Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an

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original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents.

d. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing.

23. ACCEPTANCE; COUNTEROFFERS. Seller has until midnight of April 3rd, 2026 (if not filled in, the third business day) following the day Buyer delivers the offer to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer.

24. INFORMATION TRANSFER. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.

25. CONFIDENTIALITY. Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement.

26. COMMISSION. Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of 6% of the sales price.

27. LISTING BROKER AND SELLING BROKER DISCLOSURE. EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS; THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS

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REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

28. LEASEBACK. THE SELLER SHALL LEASEBACK THE PROPERTY FOR TWELVE (12) MONTHS AT \$16/SF/YR/ABSOLUTE NNN, WITH THE LEASE COMMENCEMENT DATE STARTING ON THE CLOSE OF ESCROW. THE SELLER SHALL HAVE THREE, ONE (1) YEAR OPTIONS TO EXTEND THE LEASE AN ADDITIONAL TWELVE (12) MONTHS AT \$16/SF/YR ABSOLUTE NNN SO LONG AS THEY ARE NOT IN DEFAULT. THE SELLER SHALL PROVIDE ONE HUNDRED AND EIGHTY (180) DAY ADVANCE WRITTEN NOTICE OF THEIR INTENTION TO EXERCISE THE OPTION(S). BUYER SHALL DELIVER TO SELLER A DRAFT LEASE WITHIN FOURTEEN (14) DAYS OF MUTUAL ACCEPTANCE. SELLER SHALL HAVE UP UNTIL THE END OF THE FEASIBILITY CONTINGENCY TO PROVIDE BUYER WITH ANY COMMENTS TO BUYER'S LEASE DRAFT AND THE PARTIES SHALL NEGOTIATE IN GOOD FAITH ON THE LANGUAGE OF THE LEASE AGREEMENT.

29. Public Disclosure. Buyer and Seller acknowledge that copies of materials received from Seller may be subject to public disclosure under chapter 42.56 RCW. As such Seller agrees to make any such materials returned available in the event there is a public record request and it is determined that the materials requested are not exempt from disclosure. Buyer and Seller acknowledge that final approval by the Spokane City Council of this Purchase and Sale Agreement is required. Additionally, Seller and Buyer acknowledge that Seller, through the City Council, must take this action in an open public meeting of the City Council, as provided for under chapter 42.30 RCW, regarding certain aspects of the Purchase and Sale Agreement. Any such actions and statement in conjunction with such actions in an open meeting shall not be considered a violation of this paragraph.

30. Diamond Parking Agreement. Buyer and Seller agree that the Buyer shall be entitled to negotiate a new parking agreement with Diamond Parking Services LLC, or any other third party after all contingencies have been removed.

INITIALS: Buyer [Initials] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_
Buyer [Initials] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



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COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

31. IDENTIFICATION OF THE PARTIES. The following is the contact information for the parties involved in this Agreement:

Buyer

Contact: Ryan Best and Beth Pierce
Address: 905 W. Riverside ave, Ste 409, Spokane, WA 99201
Business Phone:
Mobile Phone: 509.951.8765
Fax:
Email: ryan.best@bestlawspokane.com

Seller

Contact: Alex Scott
Address: 808 W. Spokane Falls Blvd, Spokane, WA 99201
Business Phone: 509.625.6774
Mobile Phone:
Fax:
Email: ascott@spokanecity.org

Selling Firm

Name: Black Commercial Inc.
Assumed Name (if applicable) : NAI Black
Selling Broker: James S. Black III
Address: 801 W. Riverside ave, ste 300, Spokane, WA 99201
Business Phone: 509.622.3551
Mobile Phone: 509.842.4142
Email: jblack@naiblack.com
Fax:
MLS Office No.:

Listing Firm

Name: Jones Lang Lasalle Brokerage, Inc.
Assumed Name (if applicable) : JLL
Listing Broker: Michael Sharapata
Address: 601 W. Riverside, suite 285, Spokane, Wa 99201
Business Phone: 509.822.0088
Mobile Phone:
Email: michael.sharapata@jll.com
Fax:
MLS Office No.:

Licensed Office of the Selling Broker

Licensed Office of the Listing Broker

INITIALS: Buyer [BP] Date 3/23/2026 Seller Date
Buyer [Signature] Date 3/23/2026 Seller Date



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**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)**

Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_  
CBA Office No.: \_\_\_\_\_


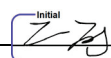
Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_  
CBA Office No.: \_\_\_\_\_

**Courtesy Copy of Notices to Buyer to:**

**Courtesy Copy of Notices to Seller to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

INITIALS: Buyer  Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer  Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



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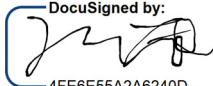
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**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)**

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Buyer: Ryan Best

DocuSigned by:  
  
4FE6E55A2A6240D...  
Buyer \_\_\_\_\_  
Date signed 3/23/2026

Signature


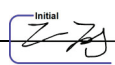
Buyer: Beth Pierce

Signed by:  
  
A4D27B6135024F6...  
Buyer \_\_\_\_\_  
Date signed 3/23/2026

Signature

Seller: City of Spokane

Seller \_\_\_\_\_  
Signature and title  
Date signed \_\_\_\_\_

INITIALS: Buyer  Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer  Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



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**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)**

**Exhibit A**

Lots 3, 4, and 5 Block 3, D.P. Jenkin's Addition, according to the plat thereof, recorded in Volume E of Plats,  
Page 26, records of Spokane County; Situate in the City of Spokane, County of Spokane, State of Washington.

\* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS: Buyer BP Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer ZJ Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



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FINANCING ADDENDUM

CBA Text Disclaimer: Text deleted indicated by strike.
New text inserted indicated by small capital letters.

The following is part of the Purchase and Sale Agreement dated March 23rd, 2026 (the "Agreement"), between City of Spokane ("Seller") and Ryan Best and Beth Pierce, as husband and wife and/or assigns ("Buyer"), regarding the sale of the Property known as 824 N. Monroe Street, city of Spokane, Spokane County, Washington state (the "Property").

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS

1. NEW FINANCING. Buyer's obligations under the Agreement are contingent on Buyer obtaining new financing. Buyer shall submit a complete written application for financing for the Property within seven (7) business days after a fully executed purchase and sale agreement, pay required costs and make a good faith effort to procure such financing. Buyer shall not reject those terms of a commitment which provide for a loan amount of at least \$ \_\_\_\_\_ or 75% of the purchase price, interest not to exceed 7% per annum, a payment schedule calling for monthly payments amortized over not less than 25 years, and total placement fees and points of not more than 1% of the loan amount. The Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives notice that this condition is satisfied or waived on or before 45 days (60 days, if not completed) following mutual acceptance of the Agreement.

2. ASSUMPTION OF EXISTING FINANCING.

- a. Approval of Documents. Buyer's obligations under the Agreement are contingent on Buyer's assumption of a note and mortgage or deed of trust, or a real estate contract. Seller shall deliver to Buyer within five (5) days after mutual acceptance of the Agreement a copy of all documents relating to the obligations that Buyer will assume, including the note, deed of trust, mortgage or real estate contract (or any other underlying debt instruments); any guaranties, non-recourse carve-outs, or indemnity agreements; and any fixture filings or financing statements (the "Underlying Loan Documents"). Buyer shall be deemed to have approved the Underlying Loan Documents unless Buyer gives notice of disapproval during the Feasibility Period.
b. Consent to Assumption. Buyer shall submit a complete application for assumption of the Underlying Loan Documents together with any required application fee no later than five (5) days after the end of the Feasibility Period. Upon Buyer's request, Seller shall assist Buyer by requesting the lender's consent to the assumption on Buyer's behalf. Buyer's principals shall be required to execute any reasonable guaranties and indemnities required by the lender. Unless Buyer has obtained consent or waived this condition within \_\_\_\_\_ days (30 days, if not completed) after the end of the Feasibility Period and provided Buyer has timely complied with its obligations under this Addendum, this Agreement shall terminate and, Buyer shall receive a refund of the earnest money.
c. Assumption Fees and Expenses. Buyer shall pay all costs and expenses attributable to the assumption of the underlying indebtedness including all application fees, processing charges, and assumption fees.
d. Release of Seller and Principals. Seller's obligations under the Agreement shall be shall not be (shall not be, if not completed) conditioned upon Seller and all guarantors or indemnitors being released from their obligations arising under the Underlying Loan Documents for the period on and after Closing.

3. SELLER FINANCING.

a. Debt Instruments. If Seller is financing a portion of the purchase price, unless different forms are attached to this Agreement, Buyer shall execute and submit to the Closing Agent: (i) LPB Form No. 28A-05 Promissory Note and the DUE ON SALE and COMMERCIAL PROPERTY optional clauses in that form

INITIALS: Buyer [Signature] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_
Buyer [Signature] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



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FINANCING ADDENDUM
(CONTINUED)

shall apply; (ii) LPB Form No. 20-05 Short Form Deed of Trust; and (iii) CBA Form DTR Deed of Trust Rider. In addition, Buyer authorizes Seller and Closing Agent to file a financing statement to perfect Seller's security interest in the personal property described in the Deed of Trust Rider.

b. Payment Terms. The promissory note shall bear interest at the rate of % per annum, and shall be payable as follows (choose one):

- monthly installments of interest only;
monthly installments of \$ \_\_\_\_;
equal monthly installments of principal and interest in an amount sufficient to fully amortize the outstanding principal balance at the stated interest rate over \_\_ years;
other \_\_\_\_.

Payments shall commence on the first day of the first month after closing and shall continue on the same day of each succeeding month until (choose one):

- month from the date of closing;
other \_\_\_\_, 20\_\_ on which date all outstanding principal and interest shall be due.

Buyer may may not (may, if not completed) prepay the outstanding principal balance without premium or penalty. If Seller receives any monthly payment more than days (15 days if not filled in) after its due date, then Buyer shall be in default and a late payment charge of \$ \_\_\_\_ or % of the delinquent amount (5% of the delinquent amount if not filled in) shall be added to the scheduled payment. The principal shall, at Seller's option, bear interest at the rate of % per annum (18% or the maximum rate allowed by law, whichever is less, if not filled in) during any period of Buyer's default. Buyer shall have days (5 days if not filled in) after written notice from Seller to cure a default before Seller may declare all outstanding sums to be immediately due and payable.

(Note to Buyer and Seller: If the Property is currently used primarily for agricultural purposes, then a non-judicial foreclosure/forfeiture remedy is available to Seller only by using a real estate contract and is not available with a deed of trust.)

4. ESTOPPELS/SNDAS. If Buyer or its lender require estoppel certificates or subordination, nondisturbance and attornment agreements ("Estoppel/SNDAs") from some or all of the non-residential tenants at the Property, then Seller shall cooperate with Buyer to obtain them. The form of the Estoppels/SNDAs shall be CBA Form PS\_TEC, or any different form required by Buyer's lender which Buyer has delivered to Seller during the Feasibility Period. Promptly after the Feasibility Period, Seller shall use commercially reasonable efforts and diligence to obtain the Estoppel/SNDAs from affected tenants; provided, however, Seller shall not be required to incur any liability or out-of-pocket expenses which are not reimbursed by Buyer. Buyer shall have no separate contingency for receipt of the Estoppels/SNDAs other than as otherwise agreed by Seller in writing.

5. ADDITIONAL PROVISIONS. The terms of the Agreement remain unchanged except as supplemented in this Addendum or provided below: Buyer shall have an option to extend the financing contingency period by one additional 30-day period so that the feasibility and financing dates align.

INITIALS: Buyer [BP] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_
Buyer [Signature] Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_



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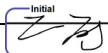
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**FINANCING ADDENDUM**  
(CONTINUED)

**Signature:**

**Email:** ascott@spokanecity.org

INITIALS: Buyer Initial  
BP Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer Initial  
 Date 3/23/2026 Seller \_\_\_\_\_ Date \_\_\_\_\_

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Discussion**Date Rec'd**

4/28/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/01/2026**Submitting Dept**

CITY COUNCIL

**Bid #****Contact Name/Phone**

P DILLON 6625-6254

**Requisition #****Contact E-Mail**

PDILLON@SPOKANECITY.ORG

**Agenda Item Type**

Final Reading Ordinance

**Council Sponsor(s)**

PDILLON MCATHCART

**Sponsoring at Administrators Request**

NO

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

ORDINANCE RELATING TO EXCESSIVE SPEEDING AND STREET RACING

**Agenda Wording**

An ordinance regulating aggressive speeding and street racing and enacting a new Chapter 16A.85 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance expands enforcement to provide additional deterrence to aggressive speeding and street racing, and thereby, reducing dangerous outcomes. Establishes definitions and penalties for aggressive speeding, exhibition of speed, street racing, unlawful racing event and unlawful vehicle use. It also defines what video evidence may be considered by the Spokane Police Department under this section.

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

No known or anticipated impacts 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?**

Police citation data will be collected through the issuance of citations and penalties for the infraction, and available for analysis through the SPD webpage.

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

Data collection will be ongoing to assess effectiveness.

**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 increases safety for all users of public streets, to include pedestrians, other vehicles, all wheeled/rolling forms of transportation, as well as buildings and infrastructure.

**Council Subcommittee Review**

Nine. Public Safety Committee review on May 4.

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	

## **ORDINANCE NO. CXXXXX**

AN ORDINANCE regulating aggressive speeding and street racing, and enacting a new Chapter 16A.85 of the Spokane Municipal Code.

**WHEREAS**, in 2023, thirty percent (30%) of fatal crashes involved speeding on Washington roads, and

**WHEREAS**, aggressive speeding and street racing continue to be a significant component of traffic deaths; and

**WHEREAS**, the use of a vehicle to engage in street racing or aggressive speeding upon the public streets results not only in unsafe traffic conditions for other vehicles, pedestrians, and property, but engenders fear and disinvestment among neighborhood residents and prevents peaceful enjoyment of property; and

**WHEREAS**, street racing and aggressive speeding create a public nuisance through accompanying noise and pollution that negatively impact the health and quality of life of Spokane residents; and

**WHEREAS**, street racing and aggressive speeding have become more prevalent in the City of Spokane, and Spokane is experiencing more fatalities and injuries from speed-related vehicle crashes than from homicides; and

**WHEREAS**, street racing and aggressive speeding unnecessarily expend law enforcement resources, and recent Spokane data shows an increasing speed related crashes causing serious injury or death in Spokane over the last 5 years; and

**WHEREAS**, the City Council finds that expanding effective enforcement and resources will provide additional deterrence to aggressive speeding and street racing, and thereby reduce dangerous outcomes arising from such conduct;

**NOW, THEREFORE**, the City of Spokane does hereby ordain as follows:

**Section 1.** That a new Chapter 16A.85 of the Spokane Municipal Code is enacted to read as follows:

### **Chapter 16A.85 Street Racing**

#### **Section 16A.85.010 Definitions**

**Section 16A.85.020 Prohibited Conduct, Penalties**

**Section 16A.85.030 Unlawful Vehicle Use**

**Section 16A.85.040 Notice of Infraction to Registered Owner**

**Section 16A.85.050 Video Evidence, Exclusive Use of Police**

**Section 16A.85.010 Definitions**

- A. "Aggressive speeding" means the type of driving behavior that is likely to endanger other persons or property and includes speeding as one of the actions.
- B. "Exhibition of speed" means the operation of a motor vehicle to present a display of speed, maneuverability, or power. Exhibition of speed or acceleration includes, but is not limited to, squealing the tires of a motor vehicle while it is stationary or in motion, rapid acceleration, rapid swerving or weaving, drifting, producing smoke from tire slippage, or leaving visible tire acceleration marks on the surface of a paved or unpaved area, that is done intentionally to draw the attention of persons in the vicinity.
- C. "Street racing" means to (1) race a vehicle either against another vehicle or against a time whether or not there is an agreement to race but contesting speeds; or (2) drive a vehicle at excessively high rates of speed or acceleration or in another dangerous manner in an exhibition or contest of driving prowess, such as drifting, sliding, or emitting black smoke or excessive sound.
- D. "SPD" means Spokane Police Department.
- E. "Unlawful racing event" means an occurrence where street racing, aggressive speeding or exhibition of speed occurs using public highways, streets, or rights-of-way in violation of applicable motor vehicle and traffic laws, including RCW 46.61.500 and 46.61.530.
- F. "Unlawful Vehicle Use" means allowing or suffering use of a vehicle in an unlawful racing event.
- G. "Video evidence" means video generated by or for the Spokane Police Department, including cameras installed in or on police vehicles, body worn video, video obtained utilizing drone technology operated by the SPD, or any other video evidence obtained by the SPD and authorized for evidentiary purposes for violations under this chapter.

**Section 16A.85.020 Prohibited Conduct, Penalties**

- A. It is unlawful for any person within the City of Spokane to engage in an unlawful racing event.

- B. Violation of this section is a traffic infraction, which shall be assessed a penalty of \$500 upon first infraction, excluding any costs, fees, or assessments. A second violation shall be assessed a penalty of \$800, excluding any costs, fees, or assessments. Third and subsequent violations shall be assessed a penalty of \$1,500 per violation, excluding any costs, fees, or assessments. Penalties under this section may not be waived or remitted.
- C. Further violations of this section shall be a gross misdemeanor punishable as provided in RCW 46.61.500. In addition to the penalties provided for in RCW 46.61.500, upon conviction, the court may impound the person's vehicle for up to 30 calendar days.
- D. Violations of this section by the operator of a vehicle may be detected by the Spokane Police Department using video evidence that clearly displays the violation of this chapter, the vehicle used and the identity of the operator.

**Section 16A.85.030 Unlawful Vehicle Use**

- A. Any registered owner of a vehicle used in connection with conduct prohibited under this chapter, and who was not operating the vehicle at the time of the violation, has committed the infraction of unlawful vehicle use.
- B. Violation of this section is a traffic infraction, which shall be assessed a penalty of \$500 upon first infraction, excluding any costs, fees, or assessments. A second violation shall be assessed a penalty of \$800, excluding any costs, fees, or assessments. Third and subsequent violations shall be assessed a penalty of \$1,500 per violation, excluding any costs, fees or assessments. Penalties under this section may not be waived or remitted.
- C. Further violations of this section shall be a gross misdemeanor punishable as provided in RCW 46.61.500. In addition to the penalties provided for in RCW 46.61.500, upon conviction, the court may impound the person's vehicle for up to 30 calendar days.
- D. Violations of this section by the registered owner of a vehicle may be detected by the Spokane Police Department using video evidence that clearly displays the violation of this chapter and the vehicle used.

**Section 16A.85.040 Notice of Infraction to Registered Owner.**

- A. The registered owner of a vehicle shall be deemed in violation of section 16A.85.030 unless the registered owner overcomes the presumption in subsection

16A.85.040.C, or in the case of a rental car business, satisfies the conditions under subsection 16A.85.040.D.

- B. A notice of infraction must be mailed to the registered owner of the vehicle within 14 days of the violation, or to the renter of a vehicle within 14 days of establishing the renter's name and address under subsection 16A.85.030.F. The law enforcement officer issuing the notice of infraction shall include a certificate or facsimile of the notice, based upon inspection of video evidence, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this section. SPD video evidence supporting the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on video evidence may respond to the notice by mail.
- C. If the registered owner of the vehicle is not a rental car business, the recipient of a notice of infraction is not liable for the infraction if the recipient demonstrates, by a preponderance of the evidence, that at the time of the violation the recipient either was not the registered owner of the vehicle or that the vehicle was stolen.
- D. If the registered owner of the vehicle is a rental car business, the law enforcement agency shall, before a notice of infraction is issued under this section, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within 18 days of receiving the written notice, provide to the issuing agency by return mail:
  - 1. A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred;
  - 2. A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection must be accompanied by a copy of a filed police report regarding the vehicle theft; or
  - 3. Payment of the applicable penalty in lieu of identifying the vehicle operator.

Timely mailing of a statement under this subsection to the issuing law enforcement agency relieves a rental car business of any liability under this section for the notice of infraction.

### **Section 16A.85.050 Video Evidence, Exclusive Use of Police**

Notwithstanding any other provision of law, all photographs, microphotographs, or electronic images prepared under this chapter are for the exclusive use of law enforcement in the discharge of duties under this chapter.

**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:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council:**

**Committee:** Public Safety **Date:** 05/04/2026

**Committee Agenda type:** Consent

**Date Rec'd**

4/29/2026

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 06/01/2026

**Submitting Dept**

FIRE

**Bid #**

IPWQ 5679-22

**Contact Name/Phone**

KYLE CHASE 509-435-7080

**Requisition #**

**Contact E-Mail**

KCCHASE@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON KTELIS

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** NO

**Public Works?** YES

**Agenda Item Name**

JANITORIAL SERVICES FOR SFD FACILITIES

**Agenda Wording**

Approval of Contract Extension for Ongoing Janitorial Services for SFD Facilities.

**Summary (Background)**

Janitorial services are contracted for (5) SFD facilities: Combined Communications Center at 1620 N. Rebecca St., SFD Training and Center at 1618 N. Rebecca St., SFD Training Field House at 1614 N. Rebecca St., MSO/CARES at 1610 N. Rebecca St., and SFD Administration at 44 W. Riverside Ave. Seeking approval for first (1) year extension of current contract. No change in costs per year. Monthly costs of \$6,428.80 excluding tax, total cost of \$77,145.60 per year.

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

This proposal is neutral regarding 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?**

Since this proposal is for ongoing janitorial services, any data collection will focus on the quality of the work performed and doesn't involve disparities.

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

Regular communication between facilities stake-holders and janitorial operations ensures services are provided according to the contract.

**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 low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with the City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 77145.60		
Current Year Cost	\$ 77145.60		
Subsequent Year(s) Cost	\$ 77145.60		
<b><u>Narrative</u></b>			
Seeking first (1) year extension of already existing contract for janitorial services at SFD facilities. No change in service or cost. Total cost \$77,145.60 for 1 year.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense \$ 77145.60	# Various Fire/CCB Budget Codes		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
<b>Funding Source</b> Recurring			
<b>Funding Source Type</b> Program Revenue			
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>	Recurring		
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
None			
<b>Approvals</b>			
<b>Additional Approvals</b>			
<b>Dept Head</b>	WILLIAMS, TOM M.	<b>PS EXEC REVIEW</b>	YATES, MAGGIE
<b>Division Director</b>	WILLIAMS, TOM M.	<b>PURCHASING</b>	PRINCE, THEA
<b>Accounting Manager</b>			
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>			
<b>Distribution List</b>			
Bryan Spray bryan@ecspokane.com		kcchase@spokanecity.org	
khaugen@spokanecity.org		twilliams@spokanecity.org	
kahaack@spokanecity.org			
		tprince@spokanecity.org	



< **Business Lookup**

## License Information:

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

**Entity name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Business name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Entity type:** [Profit Corporation](#)

**UBI #:** 603-066-096

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 204 S KOREN RD  
STE 200  
SPOKANE VALLEY WA 99212-0735

**Mailing address:** 204 S KOREN RD  
STE 200  
SPOKANE VALLEY WA 99212-0735

**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
Liberty Lake General Business - Non-Resident				Active	Jan-31-2027	Dec-17-2010
Minor Work Permit				Active	Jan-31-2027	Jul-18-2017
Spokane General Business - Non-Resident	T12092281BL			Active	Jan-31-2027	Oct-15-2012
Spokane Valley General Business				Active	Jan-31-2027	Dec-23-2010

## Owners and officers on file with the Department of Revenue

Owners and officers

Title

SPRAY, BRYAN

SPRAY, HEIDI



## Registered Trade Names

Registered trade names	Status	First issued
ENVIRONMENT CONTROL BUILDING MAINTENANCE #445	Active	Nov-30-2010

The Business Lookup information is updated nightly. Search date and time:  
4/21/2026 10:41:55 AM

**Contact us**

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**



4/23/26

Spokane Fire Department

**RE: Price Quote**

Dear Kyle:

Below is the information for the monthly price per facility as itemized on our Invoices.

	Monthly Billing		Annual cost
<a href="#">4454601--Fire Station #1</a>	\$1,058.40		\$12,700.80
<a href="#">4454602--Training Administration Office</a>	\$1,058.40		\$12,700.80
<a href="#">4454603--Combined Communication Building/Shop/Field House</a>	\$3,365.60		\$40,387.20
<a href="#">4454604--City of Spokane Fire Department - MSO/CARES</a>	\$946.40		\$11,356.80
TOTAL	\$6,428.80		\$77,145.60

Should you need anything else, please let me know.

Kind regards,

Bryan Spray  
President

Committee Name: Public Safety & Community Health



Bid # :

RE #:

Submitting Department : Choose an item...

Contact Person: Kyle Chase

Contact phone # 509-625-7080

Agenda Item Type: Contract Item



Council Sponsors: Enter if different from committee default sponsor

Lease? Yes  No

Grant Related? Yes  No

Public Works? Yes  No

Agenda Item Name: Janitorial Services for SFD Facilities

Agenda Wording:

Approval of Contract Renewal for Ongoing Janitorial Services for SFD Facilities

**Summary (Background):**

Janitorial services are contracted for (5) SFD facilities: Combined Communications Center at 1620 N. Rebecca St., SFD Training and Center at 1618 N. Rebecca St., SFD Training Field House at 1614 N. Rebecca St., MSO/CARES at 1610 N. Rebecca St., and SFD Administration at 44 W. Riverside Ave. Seeking approval for second (1) year renewal of current contract. No change in costs per year. Monthly

Approved in current year budget? Yes  No

Total Cost(current): \$77,145.60

**Budget Narrative:**

Seeking second (1) year renewal of already existing contract for janitorial services at SFD facilities. No change in service or cost. Total cost \$77,145.60 for 1 year.

Funding Occurrence: Recurring



Funding Source: Program Revenue,



Expense Occurrence: Recurring



Budget Code:

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

This proposal is neutral regarding 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?**

Since this proposal is for ongoing janitorial services, any data collection will focus on the quality of the work performed and doesn't involve disparities.

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

Regular communication between facilities stake-holders and janitorial operations ensures services are provided according to the contract.

**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 low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with the City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CEI 11: Adequate Public Facilities and Services, CEI 12: Concurrency  
**Council Subcommittee Review:**

N/A

**Distribution List:**

Bryan Spray Bryans@ECSpokane.com

Kyle Chase kcchase@spokanecity.org

Fire Accounting fireaccounting@spokanecity.org

Sally Knapp sallyk@ECSpokane.com



**CITY OF SPOKANE**  
**FIRE DEPARTMENT**

**CONTRACT RENEWAL**  
**2 of 2**

Title: **FIRE DEPARTMENT FACILITIES**  
**JANITORIAL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **ENVIRONMENT CONTROL OF SPOKANE**, whose address is 204 South Koren Road, Suite 200, Spokane Valley, 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 perform Janitorial Services for Spokane Fire Department; and

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

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated August 24, 2022 and August 30, 2022, 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 July 1, 2026 and shall run through June 30, 2027.

**3. COMPENSATION.**

The City shall pay an estimated amount not to exceed **SEVENTY-SEVEN THOUSAND ONE HUNDRED FORTY-FIVE AND 60/100 DOLLARS (\$77,145.60)**, plus applicable sales tax, for everything furnished and done under this first Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

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

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

**ENVIRONMENT CONTROL OF SPOKANE**

**CITY OF SPOKANE FIRE DEPARTMENT**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A – Certification Regarding Debarment

26-104

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

**ATTACHMENT B**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2026

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

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

<b>PRODUCER</b> MARSH USA, LLC. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Seattle.certrequest@marsh.com  CN101848208-445-GAWUC-26-27	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> National Union Fire Insurance Co			19445
<b>INSURER B:</b> Markel American Insurance Co.			28932
<b>INSURER C:</b> Hanover Insurance Company			22292
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

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

SEA-003538138-16

**REVISION NUMBER:** 39

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Named Insured	Y		GL3118620	03/01/2026	03/01/2027	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
							Vol Prop Damage	\$ 150,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		3588633 (AOS)	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MKLM6MM70001369	03/01/2026	03/01/2027	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC067960937 'Employers Stop Gap Liability'	03/01/2026	03/01/2027	PER STATUTE	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Crime Third Party			BDC1072037	03/01/2026	03/01/2027	Limit	50,000
A	Lost Key Coverage			GL3118620	03/01/2026	03/01/2027	Limit Occ/Agg	50,000

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

RE: Job #460, 4601, 4602, 4303, 4604 with respect to janitorial services performed for the certificate holder at: 1610 N Rebecca St, Spokane, WA 99217, 44 W Riverside Ave, Spokane, WA 99201, 1618 N Rebecca St, Spokane, WA 99217, 1620 N Rebecca St, Spokane, WA 99217.

City of Spokane is included as additional insured where required by written contract with respect to general liability and auto liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane Risk Management 808 Spokane Falls Blvd. Spokane, WA 99201	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Marsh USA LLC</i>
--	---

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**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 03-01-2026 forms a part of

Policy No. 358-86-33 issued to to ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY

By National Union Fire Insurance Company of Pittsburgh, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**ADDITIONAL INSURED:**

Any person or organization whom you become obligated to include as an additional insured as a result of any written contract or agreement you have entered into that requires such additional insured coverage.

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured**, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



---

Authorized Representative

**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**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p><b>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO THAT REQUIRES SUCH ADDITIONAL INSURED COVERAGE.</b></p>	<p><b>PER THE WRITTEN CONTRACT OR AGREEMENT.</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**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:

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.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p><b>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO THAT REQUIRES SUCH ADDITIONAL INSURED COVERAGE.</b></p>	<p><b>PER THE WRITTEN CONTRACT OR AGREEMENT.</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**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**:

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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

July 21, 2025

Jacquelyn MacConnell  
Spokane Police Department  
1100 W. Mallon Avenue  
Spokane, WA 99260

Dear Jacquelyn:

Congratulations! Governor Ferguson recently signed the 2025-27 State Capital Budget, which includes an appropriation of \$750,000 for the Spokane PD/CJTC BLEA Training Center Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our administrative costs. Accordingly, your net grant award will be \$727,500.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans;
- for nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date, the date the facility becomes usable by the public, whichever is later. A lien on owned property is also required when receiving grants over \$250,000;
- prevailing wages must be paid for all construction labor costs incurred as of May 20, 2025;
- review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02);
- comply with the state's green buildings standards (RCW 39.35D); and
- five percent of your contracted amount will be held back until project completion.

Please fill out the [Contract Readiness Survey](#) and submit at your earliest convenience.

Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. If you have any questions or need additional information, please contact your Project Manager, Nick Davis, at [Nick.Davis@commerce.wa.gov](mailto:Nick.Davis@commerce.wa.gov).

Sincerely,

Addeline Craig, Managing Director  
Community Capital Facilities

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Consent**Date Rec'd**

4/28/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/01/2026**Submitting Dept**

FIRE

**Bid #**

HGACBUY

**Contact Name/Phone**

KYLE CHASE 509-435-7080

**Requisition #**

RE20966

**Contact E-Mail**

KCHASE@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON KTELIS

**Sponsoring at Administrators Request**

NO

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

1970 FIRE - APPROVAL TO PURCHASE NEW PIERCE TILLER LADDER

**Agenda Wording**

Approval to purchase a new Pierce Tiller Ladder from Hughes Fire Equipment, through cooperative contract HGACbuy contract #FS12-23

**Summary (Background)**

SFD is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response. The SFD fleet management goal is to remove ladder trucks from front line service and place them in reserve status after 15 years of service. This new ladder truck would replace a front line unit that has currently been in service for 22 years. This new ladder truck meets current NFPA safety standards, providing a greater margin of safety for firefighters and citizens. This new ladder truck will be similar to previous Pierce ladder trucks, which allows for efficiencies in operations and maintenance. Additionally, this new ladder truck has significantly cleaner exhaust emissions, contributing to better regional air quality and reduced cancer risk.

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

N/A

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

N/A

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

N/A

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

This proposal aligns with the SFD Capital Improvement Plan, FD Strategic Plan Goal #7, provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner. This apparatus meet the Sustainability Action Plan by having a clean diesel motor with lowered emissions. Additionally, the SFD used preexisting Government contract to ensure lowest cost.

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 2586517.94		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
SFD seeks approval to purchase a new Pierce Tiller Ladder to meet fleet management goals, provide for safer and more reliable apparatus, and continue efficiencies in operations and maintenance. Funding to come from Community Safety Sales Tax dollars.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense	\$ 2586517.94	# 5903-79126-94220-56404-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Taxes			
<b>Is this funding source sustainable for future years, months, etc?</b>			
N/A			
<b>Expense Occurrence</b>	One-Time		
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
N/A			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	WILLIAMS, TOM M.	<b><u>PS EXEC REVIEW</u></b>	YATES, MAGGIE
<b>Division Director</b>	WILLIAMS, TOM M.	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b>Accounting Manager</b>	HAACK, KELLY A.		
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Taylor, Sheri staylor@hughesfire.com		kcchase@spokanecity.org	
khaugen@spokanecity.org		twilliams@spokanecity.org	
		tprince@spokanecity.org	



April 23, 2026

City of Spokane, WA  
One (1) Pierce Enforcer 107' Ascendant Tiller AS1009  
Build Location: Appleton, WI

Proposal Price	\$2,364,276.00	
Washington State sales tax @ 8.90%		210,420.56
Washington State motor vehicle tax at 0.50%		11,821.38
<b>Total Bid Price Including Sales Tax</b>		<b>\$2,586,517.94</b>

**Terms:**

**Price Expiration:** The above pricing is valid until July 24, 2026.

**Future Changes:** Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

**Component Price Volatility:** Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order. Due to the uncertainty of the current Tariff situation, an adjustment to the above quoted price may be required prior to the listed expiration date.

**Delivery:** Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 44 to 49 months after contract execution or purchase order. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

**Payment Terms:** Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

**Credit Card Payments:** Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

**Change Orders:** Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

**Consortium Purchase:** The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-23 valid until 11/30/2027 with a registered End User member Interlocal Contract. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

**Performance Bond:** A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$7,225.00** may be deducted from the purchase price.

**Transportation:** Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$11,000.00** may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

**Inspection Trips: Two (2)** factory inspection trips for **four (4)** customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip **\$2,400.00** per traveler (per trip) will be deducted from the final invoice.

**Persistent Inflationary Environment:** If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

**Cancellation:** Cancellation requests after order submission may be subject to cancellation fees.

**Acceptance of Proposal:**

- a. If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.
  - b. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.
    - i. Purchase order must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.
    - ii. Purchase order must reference **"One (1) Pierce Enforcer 107' Ascendant Tiller AS1009 dated 04/23/2026."**
    - iii. If a performance bond is elected, the purchase order must either include the **Persistent Inflationary Environment** language referenced above or attach a signed copy of the quote incorporating that language.
    - iv. If a performance bond is elected, the purchase order must either include the following language or attach a signed copy of the quote incorporating such language: **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**
    - v. Purchase order must include the following language: **"Purchased utilizing HGACBuy Contract FS12-23."**
    - vi. Purchase orders must be signed and dated by authorized personnel.
- 

By signing below you agree to purchase the above apparatus.

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PO # (if applicable):** \_\_\_\_\_

*Proudly serving you, while you serve your communities since 1987*

## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Hughes Fire Equipment Inc. (“Company”), and City of Spokane, a Municipality (“Customer”) is effective as of the date specified in Section 3 hereof.

### 1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Company Proposal”** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$2,586,517.94 (“Purchase Price”). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change (“Change Order”). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pricing for option changes that result in a deduction will be based on the option price at the time of order placement. Pricing for additions will be based on the pricing level at the time of the change request. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 44 to 49 months of the Effective Date of this Agreement, F.O.B. Customer’s facility in Spokane, WA. Risk of loss shall pass to Customer upon Delivery.

Delivery of Product is subject to change pending manufacture's delivery schedule at time of order placement. Notification of change will be sent to Customer's address specified in Section 9 hereof. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company	Customer
<u>Hughes Fire Equipment Inc.</u>	<u>City of Spokane</u>
<u>910 Shelley Street</u>	<u>808 W Spokane Falls Blvd</u>
<u>Springfield, Oregon 97477</u>	<u>Spokane, Washington 99201</u>

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

12. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Federally Funded Purchases. Company is registered with SAM.gov, is in good standing for purchases utilizing federal funds, and has no past, pending, or threatened ligation that would impact its ability to fulfill the obligations committed herein.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

**COMPANY: Hughes Fire Equipment Inc.**

**CUSTOMER: City of Spokane**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

EXHIBIT A

**PURCHASE DETAIL FORM  
Hughes Fire Equipment Inc.**

Date: \_\_\_\_\_

Customer Name: City of Spokane

Quantity	Chassis / Body Type – Description	Price per Unit
One (1)	One (1) Pierce Enforcer 107' Ascendant Tiller AS1009	\$2,364,276.00
Plus	Washington state sales tax @ 8.90%	210,420.56
Plus	Washington state motor vehicle tax 0.50%	11,821.38
	<b>TOTAL</b>	<b>\$2,586,517.94</b>

Warranty Period: Standard per HFE Proposal AS1009 submitted on April 23, 2026

Training Requirements: Standard per HFE Proposal AS1009 submitted on April 23, 2026

Other Matters: (a) A performance bond will be provided upon order placement. (b) Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. (c) Purchased utilizing HGAC contract no. FS12-23.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Final Payment, including any changes made during the manufacturing process, is due 30 days after the apparatus leaves the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF \_\_\_\_\_, 2026 BETWEEN COMPANY AND CITY OF SPOKANE WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B  
**WARRANTY**

STANDARD PER HFE PROPOSAL AS1009 SUBMITTED ON APRIL 23, 2026

EXHIBIT C

**COMPANY PROPOSAL**

STANDARD PER HFE PROPOSAL AS1009 SUBMITTED ON APRIL 23, 2026



**Taxes & Licenses Department**

808 W Spokane Falls Blvd  
Spokane WA 99201-3336  
509-625-6070  
taxesandlicenses@spokanecity.org

**Business License Exemption Request Form**

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

**Select the exemption(s) that apply:**

- Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.
- Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.
- SMC 08.01.090 – A – presenters at convention or trade show with limited entry.
- SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
- SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
- SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
- SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding \$12,000. Value of current contract is \_\_\_\_\_
- SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier

**CERTIFICATION OF BUSINESS ACTIVITIES**

I, Rex Hughes hereby do certify to the City of Spokane that the business I represent, known as Hughes Fire Equipment, Inc. does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Signature

President  
Title

Please route through staylor@hughesfire.com  
email

541-747-0072  
phone

910 Shelley Street  
Address

Springfield, OR 97477  
City, State, Zip

Date: 06/26/2025

UBI#601326365  
(Washington State, if available)

**For Internal Use only:** Approved:  Rejected:

If rejected provide reason:

Reviewed By: Rense Robertson

Date: 06-26-25

Rev May 2025

Approved: Matt Boston  
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/04/2026**Committee Agenda type:** Consent**Date Rec'd**

4/15/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/01/2026**Submitting Dept**

FLEET SERVICES

**Bid #****Contact Name/Phone**

RICK GIDDINGS 5096257706

**Requisition #****Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

KTELIS MCATHCART

**Sponsoring at Administrators Request**

NO

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

PRE-APPROVAL FOR TRADE IN AND PURCHASE OF VEHICLES FOR SPD SIU UNIT

**Agenda Wording**

Spokane Police SIU Unit would like to trade in several fleet and seized vehicles to purchase up to 4 additional new or used undercover units.

**Summary (Background)**

SPD's SIU Unit owns at least 5 undercover vehicles that have exceeded their useful life and 3 vehicles that were seized due to criminal activity. SPD would like to trade these vehicles in to purchase additional new or used vehicles to meet their departmental needs. Estimated trade in value for all vehicles is \$140,000. Up to 4 new or used units will be purchased as available with these funds. Trade in and purchase value are expected to be equal, so there will be no impact to SPD's budget. Vendor(s) will be selected based on vehicle availability.

**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?**

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?**

Meets City Purchasing Policy and City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No subcommittee for this topic.

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	YES
Total Cost	\$ 0
Current Year Cost	\$ 0
Subsequent Year(s) Cost	\$ 0
<b><u>Narrative</u></b>	
Vehicle purchase and trade in values are evaluated by Fleet Director to ensure both transactions meet fair market value.	
<b>Amount</b>	
Neutral	\$ 0
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
<b>Budget Account</b>	
	# NA
	#
	#
	#
	#
	#
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Reserves
<b>Is this funding source sustainable for future years, months, etc?</b>	
No	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD
<b>Division Director</b>	BOSTON, MATTHEW
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b>Distribution List</b>	
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