CITY OF SPOKANE

REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the May 18, 2026, meetings is below. All meetings will be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

WebEx call in information for the week of May 18, 2026:

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

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

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, May 15, 2026, and ending at 6:00 p.m. on Monday, May 18, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on May 18, 2026. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

THE CITY OF SPOKANE

UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, MAY 18, 2026

MISSION STATEMENT

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

MAYOR LISA BROWN
COUNCIL PRESIDENT BETSY WILKERSON

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

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

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**
Password: **K8vCr44y**

Please note the space in username.
Both username and password are case sensitive.

LAND ACKNOWLEDGEMENT

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

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

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

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

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

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

AGENDA REVIEW SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)
(Executive Session may be held or reconvened during the 3:30 p.m. Agenda Review Session or the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Ombuds Commission: One Appointment – Justin Ackerman	Confirm	CPR 2015-0034

REPORTS, CONTRACTS, AND CLAIMS

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

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

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Purchase from RWC International, LLC (Tacoma, WA) of one 2025 International HV607 Chassis equipped with a dump body and plow mount for the Street Department—$293,413.16 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rick Giddings	Approve	OPR 2026-0418
2. Purchase from Bud Clary Ford of Longview of one 2026 Ford F350 diesel pickup for the IT Department—$70,631.27 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rick Giddings	Approve	OPR 2026-0419

3.	Recommendation to list the Baumgartner House located at 1125 S. Bernard Street on the Spokane Register of Historic Places. (Council Sponsors: Council Members Dillon and Telis) Megan Duvall	Approve & Auth. Mgmt. Agreement	OPR 2026-0417
4.	Outside Special Counsel Contract Amendment with Brendan Winslow-Nason and John Cadagan with the Firm Gordon Tilden Thomas & Cordell, LLP (Seattle, WA) for outside counsel services in the matter of the State of Pennsylvania v. City of Spokane—increase of $100,000. Total contract amount: $200,000. (Council Sponsor: Council Member Klitzke) Elizabeth Schoedel	Approve	OPR 2025-0520
5.	Outside Special Counsel Contract Amendment with Keating, Bucklin & McCormack, Inc., P.S. (Seattle, WA) for outside counsel services in the matter of the Estate of Joshua Musselman v. City of Spokane, et. al.—increase of $100,000. Total contract amount: $150,000. (Council Sponsor: Council Member Dillon) Michael Piccolo	Approve	OPR 2026-0201
6.	Outside Counsel Contract Amendment with Zack Pekelis of Pacifica Law Group (Seattle, WA) in the matter of Feucht v, City of Spokane, et. al.—additional $50,000. Total contract amount: $300,000. (Council Sponsors: Council Members Dillon and Cathcart) Michael Piccolo	Approve	OPR 2024-0106
7.	Outside Special Counsel Contract Amendment with Pacifica Law Group (Seattle, WA) for legal services and advice to the City regarding the matter of Shea v. Spokane, Washington, et. al.—additional $50,000. Total Contract Amount: $200,000. (Council Sponsors: Council Members Dillon and Cathcart) Michael Piccolo	Approve	OPR 2025-0054
8.	Outside Special Counsel Contract Amendment with Summit Law Group, PLLC (Seattle, WA) in the action Michael Bacon, et. al. v. City of Spokane, et. al.—additional $300,000. Total contract amount: $685,000. (Council Sponsors: Council Members Dillon and Cathcart) Michael Piccolo	Approve	OPR 2021-0722
9.	Outside Special Counsel Contract Amendment with Summit Law Group, PLLC (Seattle, WA) in the action Kernkamp, et al. v. City of Spokane, et al.—additional $50,000. Total contract amount: $100,000. (Council Sponsors: Council Members Dillon and Cathcart) Michael Piccolo	Approve	OPR 2025-0564
10.	Contract Renewal 2 of 2 with ABM Industry Groups, LLC (Spokane) for Intermodal Facility janitorial services from June 1, 2026, through	Approve	OPR 2023-0579 IPWQ 5806-23

	May 31, 2027—$152,896.56 (plus tax). (Council Sponsors: Council Members Zappone and Dillon) Dave Steele		
11.	Contract Amendment/Extension with Integrus Architecture (Spokane) for Water Department Main Campus Office Renovation Reconstruction Design and Construction Management Services from April 1, 2026, through October 31, 2027—additional amount not to exceed $239,158 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart) Dave Steele	Approve	OPR 2023-1224 RFQ 5873-23
12.	Amendment No. 4 to Grant Agreement E24-266 with the Washington Military Department and the U.S. Department of Homeland Security accepting the State and Local Cyber Security Grant Program Award for implementation of Project 3 – Cyber Training for Public Works from March 31, 2026, through May 31, 2027—additional $46,096. Total grant amount: $307,078. (Relates to Special Budget Ordinance C36873) (Council Sponsors: Council Members Dillon and Cathcart) Dan Wordell	Approve	OPR 2024-0101
13.	Grant from the Washington State Department of Commerce for the construction of a new CJTC BLEA training building at the SPD Academy training site—$727,500. (Relates to Special Budget Ordinance C36876) (Council Sponsors: Council President Wilkerson and Council Members Telis and Cathcart) Jacqui MacConnell	Approve	OPR 2026-0423
14.	Purchase and Sale Agreement for the City of Spokane property located at 824 N. Monroe Street. (Council Sponsor: Council Member Telis) Alex Scott and Maggie Yates	Approve	OPR 2026-0424
15.	Report of the Mayor of pending:	Approve & Authorize Payments	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2026, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.		CPR 2026-0002
	b. Payroll claims of previously approved obligations through _____, 2026: $_____.		CPR 2026-0003

16. Minutes: Approve All

a. City Council Meeting Minutes: _____, 2026. CPR 2026-0013

b. City Council Standing Committee Meeting Minutes: _____, 2026.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36871 Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept grant funding from the Washington State Department of Health for traffic control equipment, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jon Snyder

ORD C36872 Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to pay for office assistance (for the Hearing Examiner's Office) during the Civil Service hiring process, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Karl Granrath

ORD C36873 Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept an amendment to state and local cybersecurity grant award, and declaring an emergency. (Relates to Reports, Contracts, and Claims Agenda Item No. 12 – OPR 2024-0101) (Council Sponsors: Council President Wilkerson and Council Member Dillon) Dan Wordell

ORD C36874 Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept grant funding provided by the Department of Commerce to update the comprehensive plan, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Tirrell Black

ORD 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. (Relates to Reports, Contracts, and Claims Agenda Item No. 13 – OPR 2026-0423) (Council Sponsors: Council President Wilkerson and Council Members Telis and Cathcart) Jacqui MacConnell

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36875 **Of the City of Spokane making technical corrections recently enacted eviction prevention provisions, amending Section 10.57.160 of the Spokane Municipal Code, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)**
Council Member Cathcart

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2026-0035 **Adopting a Preferred Alternative map for future growth as part of the PlanSpokane 2046 periodic update to the Comprehensive Plan to meet local population and housing allocations and reflect community vision; directing the City of Spokane Planning Department to develop a Final Programmatic Environmental Impact Statement reflecting the preferred alternative; and adopting a Preferred Alternative map for future growth will allow staff to prepare a Comprehensive Plan in conformance with this vision. (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Tirrell Black

RES 2026-0036 **Of the Spokane City Council expressing support to nominate eligible census tracts for recommended opportunity zones to the Washington State Department of Commerce. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Amanda Beck

ORD C36867 **(To be considered under Hearings Item H1.)**

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

		RECOMMENDATION	
H1.	Hearing on Final Reading Ordinance C36867 to consolidate and further amend two active interim zoning ordinances, Ordinance C36699 and Ordinance C36748, concerning planned unit developments; extending the expiration of both; further modifying section 17G.070.030; and reiterating a work program. (Council Sponsors: Council Members Dillon and Cathcart) Spencer Gardner	Hold Hearing/ Close Hearing/ Pass Upon Roll Call Vote	ORD C36867

OPEN FORUM

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

ADJOURNMENT

The May 18, 2026, Regular Legislative Session of the City Council will be held and is adjourned to June 1, 2026.

NOTE: There is no meeting scheduled for May 25, 2026, as this day is designated Memorial Day Holiday.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal

Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	4/22/2026
		Clerk's File #	CPR 2015-0034
		Cross Ref #	
Council Meeting Date: 05/18/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF JUSTIN ACKERMAN TO THE OMBUDS COMMISSION		

Agenda Wording

Appointment of Justin Ackerman to the Ombuds Commission for a term of May 18, 2026, to May 17, 2029.

Summary (Background)

Appointment of Justin Ackerman to the Ombuds Commission for a term of May 18, 2026, to May 17, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/21/2026		
Clerk's File #	OPR 2026-0418		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20955
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - PURCHASE OF DUMP TRUCK FOR THE STREET DEPARTMENT		

Agenda Wording

The Street Department would like to purchase (1) 2025 International HV607 Chassis equipped with a dump body and plow mount.

Summary (Background)

Streets would like to purchase a 2025 International HV607 chassis equipped with a dump body to replace an aging 6-wheel dump truck that has exceeded its economic life. The unit will be purchased from RWC Group using a Sourcewell or other approved cooperative contract. Total cost including sales tax is $293,413.16.

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?

Fleet Services collects lifecycle data for future analysis.

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

Aligns with CIP and City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 293,413.16
Current Year Cost	$ 293,413.16
Subsequent Year(s) Cost	$ 0

Narrative

Vehicle will be purchased using a cooperative contract following all City Competitive purchasing rules.

Amount		Budget Account
Expense	$ 293,413.16	# 5110-71700-94440-56404-55007
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	WAHL, CONNIE
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

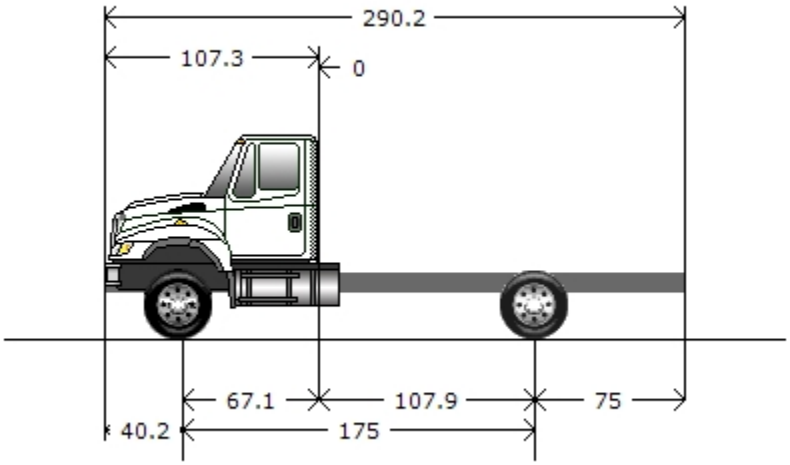
Distribution List

RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org

Prepared For:
City of Spokane
Adam Russell
915 N Nelson St.
Spokane, WA 99202-3769
(509)625 - 7823
Reference ID: Gig Harbor

Presented By:
RWC INTERNATIONAL, LLC
Robert Murray
2312 MILWAUKEE WAY
TACOMA WA 984212710
253-272-8401

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 35000. Calc. GVWR: 41000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 37.00% / 4.80% @ 55 MPH Calc. Geared Speed: 70.1 MPH
DIMENSION:	Wheelbase: 175.00, CA: 107.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 175.00 Wheelbase, 107.90 CA, and 75.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION 4x2
	Notes : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4ERC	BRAKE CHAMBERS, POSITION Relocated To Rear Of Rear Axle For Maximum Ground Clearance
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

Code	Description
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGB	DRIVELINE SYSTEM {Dana Spicer} SPL140, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WDM	EXHAUST HEIGHT 10'
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8875	BATTERY TERMINALS Sealed
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSH	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (4) 12-Volt 2640CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

Code	Description
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD 12V, Remote Mounted
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle. Notes : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

Code	Description
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBG	AIR CLEANER Dual Element, with Integral Pre-Cleaner
12VKL	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAN	PTO LOCATION Customer Does Not Intend to Install PTO
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

Code	Description
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16KBZ	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Cloth, Isolated, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Seat Back Adjust, Bellows
16KDC	SEAT, PASSENGER {National 2000 195} Air-Suspension, High Back with Integral Headrest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SNU	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DHK	WHEELS, FRONT DISC; 22.5x12.25 Rims, Non-Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

Code	Description
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
60AAA	BDY INTG, REMOTE POWER MODULE Mounted Under Cab or On Battery Box, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7372135444	(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792655441	(2) TIRE, FRONT 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Req. Item	DESCRIPTION	UNIT
2	Cab & Chassis - 37,000 GVW 4x2	$109,117.14
	MANUFACTURER/ MODEL: Navistar/International HV	
	OPTIONS	
	Dump Upfit	$154,057.00
	Total w/o Tax	$263,174.14

RWC Group LTD
Robert Murray
Manager, Government & Municipal Sales
2312 Milwaukee Way
Tacoma, WA 98421

PROPOSAL OF THE BELOW
DESCRIBED TRUCK FOR:

City of Spokane

Make/Model	**HV**	Year	**2026**	Truck VIN	**0**
Rear Axle	**23k**	Front Axle	**18k**	Suspension	**0**
Trans Model	**3000 RDS**	Engine	**L9 370hp**		

Important Notes:

Please review for desired options and Operational requirements
Proposal based on WA State Contract 03920 TOPS proposal 11900.
-

Finance charges will be assessed for late payments

Sales Price:	**$ 263,174.14**	Per Unit - Federal Excise Tax not Included (Need Exemption #)
Subtotal:	**$ 263,174.14**	
Net Trade:	**$ -**	
Sales Tax:	**$ 24,475.20**	
Total Price:	**$ 287,649.34**	

Accepted for the Seller by:

Robert Murray

Accepted for the Buyer by:

THE FAB SHOP
10315 16th Street East
Edgewood, WA 98372
Phone: 253-568-9124
Fax: 253-568-9173

Quote RWC INTERNATIONAL LTD
To: 2312 MILWAUKEE WAY
TACOMA, WA 98421
United States

Quotation

Quote Number:	45602	**Contact:**	ROBERT MURRAY
Quote Date:	06/23/25 **Expires:** 05/09/26	**Terms:**	NET 30 DAYS, 1.5% MONTHLY
Customer:	RWC INTERNATIONAL LTD	**Phone:**	(253) 272-8401
Quoted by:	KENR	**Fax:**	(253) 383-4281
Ship Via:	BESTWAY		

PLOW TRUCK SPOKANE
We would like a basic dump box with hinged gate. This box shows high lift gate which is not necessary.

Straight sides with ability to install boards
Electric tarp
Shovel holder
Tailgate couple doors?

Force America w/ 6100 controller
Hydraulics to front of plow hitch
Hydraulic hook ups for sander to the back hitch plate.

Plow plate front of truck for Wausau Segmented plows with swing bolts

LED Plow lights mounted to the hood of truck

15' HiLighter on cab shield
Oval Green or Amber Strobes on rear of dump body

Towing
Pintle
Plugs
Backup alarm

Item	Part Number / Description	Quantity	Price
1	44448 PLOW TRUCK, SINGLE AXLE DUMP TRUCK / PLOW TRUCK PAINT: DUMP BODY SILVER, HITCH BLACK --BODY ___12' HENDERSON MARK E DUMP BODY, STRAIGHT SIDES, NONE HIGHLIFT	1	

Item	Part Number / Description	Quantity	Price

TAILGATE
___8" CAB GAP
___16" FROM REAR OF BODY TO CENTER OF HINGE
___VIBRATOR
___ELECTRIC TARP
___1 SHOVEL HOLDER PER SIDE MOUNTED TO FRONT OF DUMP BODY
___WOOD SIDE BOARDS

--TOOLBOX
___48" X 18" X 18" ALUMINUM TOOLBOX MOUNTED TO DRIVER SIDE

--HYD PACKAGE
___MOUNT FORCE HYD PACK TO PASSENGER SIDE OF FRAME
___PLOW HYD FITTINGS MOUNTED TO FRONT PLATE ON PLOW HITCH
___HYD LINES FOR SANDER/LAS UNIT MOUNTED TO PASSENGER SIDE REAR CORNER POST OF DUMP BOX

--PLOW MOUNT
___FLAT PLATE MOUNT TRUCK SIDE

--LIGHTING
___ECCO LED PLOW LIGHTS MOUNTED TO HOOD OF TRUCK
___CENTER MOUNTED 15" HILIGHTER ON CAB SHIELD
___OVAL AMBER STROBES INSTALLED REAR OF DUMP BODY

--TOWING
___3 PIECE DUMP TRUCK REAR HITCH
___7 ROUND TOW PLUG
___7 RV TOW PLUG
___PINTLE MOUNTED AT 24"

--MISC
___WHITE NOISE BACKUP ALARM INSTALLED
___BRAKE CONTROLLER MOUNTED IN CAB

Total:
Tax as Applicable

Printed Name | Signature | Purchase Order Number | Date

Signed authorization & PO are required to process order.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: RWC INTERNATIONAL, LLC

Business name: RWC GROUP

Entity type: Limited Liability Company

UBI #: 603-436-098

Business ID: 001

Location ID: 0004

Location: Active

Location address: 824 N THIERMAN RD
SPOKANE VALLEY WA 99212-1124

Mailing address: 600 N 75TH AVE
PHOENIX AZ 85043-2112

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held a	License #	Count	Details	Status	Expiratio	First issua

Endorsements held a	License #	Count	Details	Status	Expiratio	First issua
Motor Vehicle Dealer Subagency	00661		View Plates	Active	Jan-31-2(	Mar-13-2
Spokane General Business - Non-Resident				Active	Jan-31-2(	Mar-30-2
Spokane Valley General Business				Active	Jan-31-2(	Mar-19-2

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CUNNINGHAM, ROBERT	Manager
CUNNINGHAM, SHELLEY	Manager
HEFNER, RUDGER L	Manager

Registered Trade Names

Registered trade names	Status	First issued
RWC GROUP	Active	Feb-04-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/21/2026 4:45:01 PM

Contact us

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Take our survey!

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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	3/17/2026		
Clerk's File #	OPR 2026-0419		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	WA STATE
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20943
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - PURCHASE OF FORD F350 FOR IT		

Agenda Wording

Fleet Services would like to purchase one 2026 Ford F350 diesel pickup for the IT Department.

Summary (Background)

IT Telecommunications has requested that Fleet purchase one 2026 Ford F350 diesel pickup to be used by their fiber installation and splicing team. The vehicle will be purchased from Bud Clary Ford of Longview Washington using a Washington DES contract. Total cost including sales tax is $70,631.27.

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?

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 70,631.27
Current Year Cost	$ 70,631.27
Subsequent Year(s) Cost	$ 0

Narrative

Vehicle will be purchased using a cooperative Washington DES contract following all City competitive purchasing rules.

Amount		Budget Account
Expense	$ 70,631.27	# 5300-73200-94180-56404
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
fleetservicesaccounting@spokanecity.org	ywang@spokanecity.org

From: NOREPLY@des.wa.gov
To: Giddings, Richard
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-2-48 - SPOKANE, CITY OF - 23210
Date: Tuesday, February 3, 2026 12:59:21 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-2-48 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423
Dealer: Bud Clary Ford (W403)
Dealer Contact: Kathleen Brennan
Dealer Phone: (360) 423-4321 Ext: 10943

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: RGIDDINGS@SPOKANECITY.ORG
Quote Notes: IT Department F350
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08011-0001	2026 Ford F-350 4WD	1	$46,130.00	$46,130.00
2026-08011-0002	INFORMATION ONLY: Vehicle sales tax is 8.6%.	1	$0.00	$0.00
2026-08011-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	$0.00	$0.00
2026-08011-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	$0.00	$0.00
2026-08011-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2027 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 27MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	$0.00	$0.00

2026-08011-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	$0.00	$0.00
2026-08011-0007	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS.	1	$0.00	$0.00
2026-08011-0010	2026 Ford F350 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.8L V8 Gas, TorqShift-G 10-Speed Automatic Transmission with Select Drive Modes, 10,900# GVWR, 3.73 RAR #X37, LT275/65Rx18E BSW All-Season Tires #TCH (F3B/610A/99A/44F/142WB) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	$0.00	$0.00
2026-08011-0014	Alternative Cab/Wheelbase: Crew Cab, 176WB, 8ft box, 10,900# GVWR, LT245/75Rx17E BSW All-Season Tires #TD8, 48-gallon fuel tank (W3B/176WB)	1	$4,740.00	$4,740.00
2026-08011-0026	6.7L 4-Valve OHV Power Stroke V8 Turbo Diesel B20 [Manual push-button engine-exhaust braking, TorqShift 10-Speed Automatic w/ Selectable Drive Modes, Operator Commanded Regeneration (OCR), 190-Amp Alternator, Dual 750CCA Batteries #86M, 3.31 RAR #X31] [DRW w/ 4.10 RAR also includes 3in Hitch receiver in lieu of 2.5in] [GVWR: (Reg 142WB 11499#) (Ext 148WB 11000#, 164WB 11300#) (Crew 160WB 11200#, Crew 176WB 11499#) [Diesel Fuel Tank: 142WB = 29 gallons, 160WB/164WB = 34 gallons, 176WB = 48 gallons] (99T/44G)	1	$10,776.00	$10,776.00
2026-08011-0032	Engine Block Heater (41H)	1	$187.00	$187.00
2026-08011-0041	Snowplow/Camper Package (4x4 Only) [Includes contents of Snow Plow Prep Package #473 and Camper Package #471: Computer selected springs for snowplow application; 190-Amp Alternator #67D w/ Gas; 410-Amp Dual Alternators #67B w/ Diesel; Rear auxiliary springs; Rear stabilizer bar; Slide-in camper certification; Tailgate Delete Cap Kit] (Not compatible with Heavy Service Front Suspension Packages #67H or #63R, Pickup Box Delete #66D) (Ford recommends also ordering dual batteries for maximum compatibility) (47B)	1	$299.00	$299.00
2026-08011-0046	Trailer Brake Controller, including Smart Trailer Tow Connector (included with XLT) (52B)	1	$294.00	$294.00
2026-08011-0061	Wheel Well Liner, Front (61L)	1	$177.00	$177.00
2026-08011-0062	Wheel Well Liner, Rear (Not available w/ Dual Rear Wheels DRW) (61M)	1	$177.00	$177.00
2026-08011-0064	Platform Running Boards (Extended/Crew Cabs) (18B)	1	$437.00	$437.00
2026-08011-0070	Upfitter Switches (6) (located in overhead console) [Includes 190-amp (gas)/250-amp (diesel) upgraded alternator #67D] (GAS engines: May also order upgraded alternator #67E unless Pro Power is selected) (DIESEL engines: May also order upgraded alternator #67B unless Pro Power is selected) (66S)	1	$226.00	$226.00
2026-08011-0081	360-Degree Dual Beacon LED Warning Strobes (Amber-White) (roof-	1	$647.00	$647.00

	mounted in front of the CHMSL) (91G)			
2026-08011-0199	Warranty, Delayed Start (End-User submits request at www.fordwsd.com)	1	$0.00	$0.00
2026-08011-0202	VEHICLE DELIVERY - PLEASE SELECT ONE:	1	$0.00	$0.00
2026-08011-0205	Delivery to customer location in Eastern Washington. (DLR)	1	$450.00	$450.00
2026-08011-0230	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	$76.00	$76.00
2026-08011-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	$52.00	$52.00
2026-08011-0232	Mud Flaps, Front (DLR)	1	$109.00	$109.00
2026-08011-0233	Mud Flaps, Rear (DLR)	1	$109.00	$109.00
2026-08011-0235	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$152.00	$152.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	$65,038.00
8.6 % Sales Tax:	$5,593.27
Quote Total:	$70,631.27

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, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan	Government Contracts Manager
Signature	Title
kathleen.brennan@budclary.com	360-423-4321
email	phone
700 7th Avenue	Longview, WA 98632
Address	City, State, Zip
Date: 10/22/25	UBI#604671883 (Washington State, if available)

For Internal Use only: Approved: ☑ Rejected ☐

If rejected provide reason:

Reviewed By: _____ Date: 10/27/25

Rev May 2025

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

Agenda Sheet for City Council:

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

Committee Agenda type: Discussion

Council Meeting Date: 05/18/2026

Date Rec'd	4/14/2026		
Clerk's File #	OPR 2026-0417		
Cross Ref #			
Project #			
Submitting Dept	ARTS, CULTURE, AND HISTORIC	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BAUMGARTNER HOUSE NOMINATION TO THE SPOKANE REGISTER OF		

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Baumgartner House was constructed in 1910 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Baumgartner House at 1125 S Bernard was constructed in 1910 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact on historically excluded communities

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

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

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

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

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

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
Mathias & Mamie Baumgartner House – 1125 S Bernard Street

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
   - Originally built in 1910; the Mathais and Mamie Baumgartner House meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
   - The Baumgartner House meets the Spokane Register under Category C for architecture as a good example of an American Foursquare with Neoclassical and Colonial Revival styling; as well as its association with master architect, Earl W. Morrison.
   - The Matt and Mamie Baumgartner House at 1125 S Bernard Street in the Cliff Park Addition Resurvey on Spokane's South Hill was built in 1910. The home was designed by architect Earl W. Morrison and built by Amil T. Johnson and sold to Mathias "Matt" Baumgartner, a major player in the local mining industry.
   - Earl W. Morrison, (1889-1955) known as the "boy architect" in Spokane, had the unique distinction of designing large homes for prominent people in Spokane while he was still in high school and college. Morrison designed dozens of houses, including some of the most impressive homes on Spokane's South Hill, including in the Cliff Park, Ninth Avenue and Rockwood neighborhoods, still some of Spokane's most prestigious areas. These large and distinctive homes shape the character of these neighborhoods to this day. After starting his career in Spokane, he went on to have a decades-long career designing both modest and grand houses, residential apartment buildings, high rises, commercial projects, schools, and more, primarily in Washington State.
   - The home's form is American foursquare, with a wide front porch. It stands two stories tall, with a hipped roof attic with three dormers. The style of the home is distinctive in its eclecticism, with elements of neoclassical and colonial revival style. There are sets of columns on two stories and a prominent pointed arch front dormer with a Palladian window in the front attic dormer. The experimental mix of styles reflects the work of the young architect with the creative freedom to try new styles on large extravagant homes. Earl W. Morrison went on to leave his mark by designing apartment towers, commercial buildings, schools, and office buildings throughout Washington State.

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*
   - The Baumgartner House has retained its location, design, setting and association, and still retains most of its materials and workmanship on the exterior and interior, although the extant wood siding has been covered with aluminum siding and a kitchen addition was completed in 2003. As a result of its overall integrity, it is eligible for listing on the Spokane Register of Historic Places.

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

RECOMMENDATION

The Mathias & Mamie Baumgartner House is eligible for listing on the Spokane Register under Category C in the area of architecture for its design by Earl W. Morrison and as a good example of an American Foursquare with elements of the Neoclassical and Colonial Revival styles**. The Spokane Historic Landmarks Commission reviews the nomination on 3/18/2026 and recommended its listing.**

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

CLIFF PK RES N30FT OF L14; ALL L15 B22

Parcel Number(s) **35194.1311 (address 1125 S Bernard Street)**, *is governed by a Management Agreement between the City of Spokane and the Owner(s),* **Martin J. Grieser and Jill E. Ham,** *of the subject property.*

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

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

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer

Dated: 3/18/2026

City Clerk No. OPR 2026-0417

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **18th** day of **March 2026**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Martin J. Grieser and Jill E Ham** (hereinafter "Owners"), the owners of the property located at **1125 S Bernard Street** commonly known as the **Matt & Mamie Baumgartner House** in the City of Spokane.

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

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

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

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

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

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

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

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

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

(A) demolition;

(B) relocation;

(C) change in use;

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

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

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

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

_____	_____
Owner	Owner

CITY OF SPOKANE

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

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

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

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

_____

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

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

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

_____

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

My commission expires_____

Attachment A

The garage is not historically significant and is not subject to this Management Agreement.

Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

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

Spokane Register of Historic Places Nomination

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

1. Name of Property

Historic Name: Mathais and Mamie Baumgartner House
And/Or Common Name: Matt and Mamie Baumgartner House

2. Location

Street & Number: 1125 S Bernard Street
City, State, Zip Code: Spokane, WA, 99204
Parcel Number: 35194.1311

3. Classification

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

4. Owner of Property

Name: Jill Ham and Martin Grieser
Street & Number: 1125 S Bernard
City, State, Zip Code: Spokane, WA, 99204
Telephone Number/E-mail: (509) 994-1459 jill.ham@avistacorp.com

5. Location of Legal Description

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

6. Representation in Existing Surveys

Title: Enter previous survey name if applicable
Date: Enter survey date if applicable ☐Federal ☐State ☐County ☐Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

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

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

8. Spokane Register Categories and Statement of Significance

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

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

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

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

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

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

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

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	Less than one acre
Verbal Boundary Description:	Cliff Park Resurvey north 30ft of lot 14 and all of lot 15, block 22
Verbal Boundary Justification:	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Vanessa Strange, MLIS, Historic Preservation Consultant
Organization: VS HPC
Street, City, State, Zip Code: Spokane, WA 99204
Telephone Number: (509)599-0768
E-mail Address: vanessastrangehomes@gmail.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

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

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

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

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney

SUMMARY STATEMENT

The Matt and Mamie Baumgartner House at 1125 S Bernard Street in the Cliff Park Addition Resurvey on Spokane's South Hill was built in 1910. The home was designed by architect Earl W. Morrison and built by Amil T. Johnson and sold to Mathias "Matt" Baumgartner, a major player in the local mining industry. The home's form is American Foursquare, with a wide front porch. It stands two stories tall, with a hipped roof attic with three dormers. The style of the home is distinctive in its eclecticism, with elements of Neoclassical and Colonial Revival style. There are sets of columns on two stories and a prominent pointed arch front dormer with a Palladian window in the front attic dormer. The experimental mix of styles reflects the work of the young architect with the creative freedom to try new styles on large extravagant homes. Earl W. Morrison went on to leave his mark by designing apartment towers, commercial buildings, schools, and office buildings throughout Washington State.

DESCRIPTION OF PROPERTY

The Baumgartner House is located in block 22, on lot 15 and the southern half of lot 14 in the Cliff Park Addition Resurvey in the Cliff-Cannon neighborhood of Spokane, Washington's South Hill. The home is on the east side of Bernard Street, between Sumner and 13th Avenues. The block is flat and level with manicured lawns and sidewalks on both sides of the street. The homes in this section of south Bernard Street were built from the early 1900s to the 1950s.

Each home is set back 25 feet as dictated by the covenants set by the Harl J. Cook of the Cook-Clarke Company when Cliff Park Addition was first platted in 1904. These covenants also stipulated that homes must cost at least $2500.00 dollars, and that "all outbuildings shall conform thereto in exterior architecture and finish." The standards outlined were intended to ensure all buildings meet minimum standards for an upscale neighborhood.

1125

Front (west) facade

The front façade of the house features a broad porch extending the full width of the home and seven concrete steps flanked by cut stone cheek walls and topped with stone coping. The foundation consists of cut stone blocks with panels of white painted wood lattice under the porch. The porch floor is painted wood, and the original wood siding and porch roof is covered with aluminum siding. The porch is supported by six square recessed-panel columns. Each column has molding and a carved wood detail at the top with three incised lines and raised triangular shapes, similar to motifs in the Eastlake style. A classical balustrade connects the columns around the porch.

The front door is made of oak with brass decorative straps at the top and bottom. The top panel holds a beveled and leaded glass window in three vertical panes. Each pane has a design with a diamond shape and straight lines radiating from the corners. This diamond geometric pattern is repeated throughout the house. There are two sidelights flanking the door with the same leaded and beveled glass. To the left of the door is a large single-hung wood window with a divided light decorative transom with the same diamond design. To the right of the door is a large window divided into three sections with leaded and beveled transom windows made up of five grouped square windows. The walls of the porch are covered with white aluminum siding with the original wood clapboard intact underneath.

The second story features a prominent porch balcony with six round smooth doric columns supporting the roof. Two columns are visible from the front façade, and another column is tucked behind to support the corner of the roof. A second classical balustrade in a smaller size, lines the second-floor balcony. At each juncture of the railing is a square recessed panel plinth. Aluminum siding covers the body of the second floor as well as the ceiling of the porch and eaves. Two large single-hung windows, one on each side, each with a wood and glass door out to the second story balcony and a small window in between.

The attic level is an asphalt shingle hipped roof with a prominent pointed arch front dormer. This dormer has a Palladian window with three casement windows in the same geometric motif used throughout and a fanlight arched window at the top. There is a small, squared balustrade on this small decorative balcony, with simple recessed panel plinths at each corner. The ends of the roof form a cornice return on each side of the dormer. The asphalt shingle hipped roof has one front pointed arch dormer on the west side and gable dormers on the north and south sides. This unusual, hipped roof formation with three dormers culminates in a small flat square on top.

South elevation

On the south side of the house, the cut stone foundation holds three divided light casement windows with multi-paned wood storm windows covering them. The body of the house is clad in aluminum siding covering the original wood clapboard from the main floor to the attic level. The red brick chimney is smooth with a running bond pattern and three raised bands at the top. On the main floor level, there is a window on each side of the chimney. These are medium-sized single-hung windows with a divided light transom in the same geometric pattern found throughout. To the right is a bump out for the dining room window seat, with a large group of windows. The bump out includes two casement windows covered with multi-paned storm windows, one large, fixed window in the center, and four separate decorative transom windows with beveled, leaded glass. At the end of this wall, the side of the kitchen addition can be seen with two tall, narrow fixed windows. The second floor holds two medium-sized divided light single-hung windows. The attic level has one small slider window in the gabled dormer, with cornice returns on each end.

East elevation (rear)

The rear of the house has a single-level kitchen addition with a hipped roof and a wood deck with black metal railings. The addition has two double-hung windows with the geometric design to match the original house, a sliding glass door, and a jog inward to an enclosed porch off the original kitchen with a glass entry door. The second floor has three single-hung windows with decorative divided light transoms. The attic level does not have a dormer on this side, so only the back of the hipped roof and another simple red brick chimney slightly north of center.

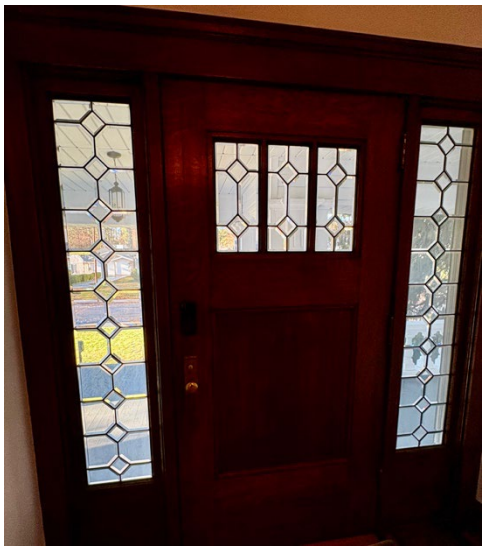
North elevation

The north side of the house shows the cut stone foundation and two divided light casement windows covered with multi-paned storm windows, and a door to the basement in the center. The basement door is wood with a window with the divided light geometric design seen throughout the house. On the main floor, a group of three windows with divided light in the geometric pattern. The middle window is fixed, and the others are operable as single-hung. There is a set of two medium single-hung windows that were part of the original kitchen and one larger single-hung window on the end.

Between the main and second floors, there is a large green and yellow slag glass Palladian window that lights the stairway inside. The two outer fixed windows are three by five divided light; the center is the diamond and line pattern and is topped with a fanlight window. The second floor has a large single-hung window with divided light, geometric pattern transom on each end. The third floor has a gabled dormer with cornice returns on each side, and one small slider window.

INTERIOR

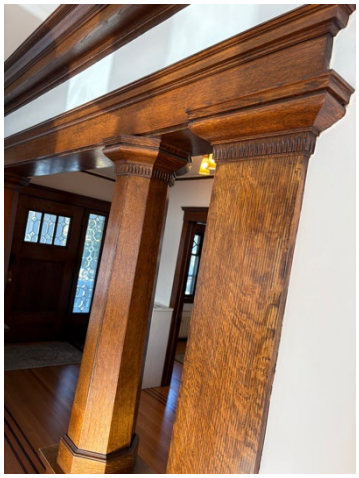
The materials used throughout the house are oak hardwood floors, plaster walls and ceilings, wood trim (primarily oak) brass hardware, cast iron radiators, and beveled leaded glass or divided light with a geometric design with diamonds with four lines radiating out from each corner repeated throughout the house.



First (main) floor

The front entry door opens to a foyer with a radiator with painted wood cover and oak floors with a contrasting wood triple ribbon border culminating in a French knot design in each corner throughout the main floor. The entry is illuminated by the beveled and leaded glass in the front door with sidelights and a brass ceiling light fixture with art glass shades. A stained wood picture rail lines the wall near the ceiling. A wide set of stairs up with curved treads extends into the entry.

To the left of the front door is an office with a large single-hung window with decorative transom looking west out at the front porch. Higher up on the north wall is a group of three windows with divided light in the diamond and line geometric pattern. The center window is fixed and the two flanking are casement style. The east wall of the office has a two-thirds height built-in wood bookcase with glass doors with brass hardware and beveled, leaded glass in the same decorative pattern as the other windows.



To the right (south) of the entry, a pony wall and columns frame the entrance to the living room. The pony wall has recessed oak panels topped with a nonagonal (nine-sided) column with dentil and molding on each side of the opening. Finishing the ends of this feature are decorative squared oak pilasters with crown molding. The living room has box-beamed ceilings and thick crown molding around the room. A large group of fixed windows with beveled, leaded glass transoms face west towards the front porch. Two single-hung windows flank the fireplace on the south wall, with divided light glass on the top half in the same geometric pattern seen throughout the house. The fireplace is rustic glazed ceramic square tile similar to the Batchelder style, in tones of brown with dark grout. Simple square tiles cover the hearth while the face of the fireplace is punctuated with decorative medieval motif tiles: knight's helmets, coat of arms, and shields depicted in relief. A thick oak mantle tops the fireplace.

Recessed panel oak pocket doors with brass inset hardware divide the living room and dining room to the east. The dining room walls are covered to two-thirds height with quarter-sawn oak in a simple batten and board pattern wainscoting. The wainscoting is topped with a plate rail supported by simple corbels. A crystal chandelier hangs from the center of the ceiling. A hutch is built into the east wall with a passthrough to the kitchen addition. The opening in the hutch has an arch with a vertical line detail very similar to the Monroe Street Bridge design. The bridge was being built at the time and was finished in 1911.

The arch is flanked and topped by beveled, leaded glass doors with shelves inside the cabinets. Below the counter are a large corbel, five drawers, and two more cabinet doors.

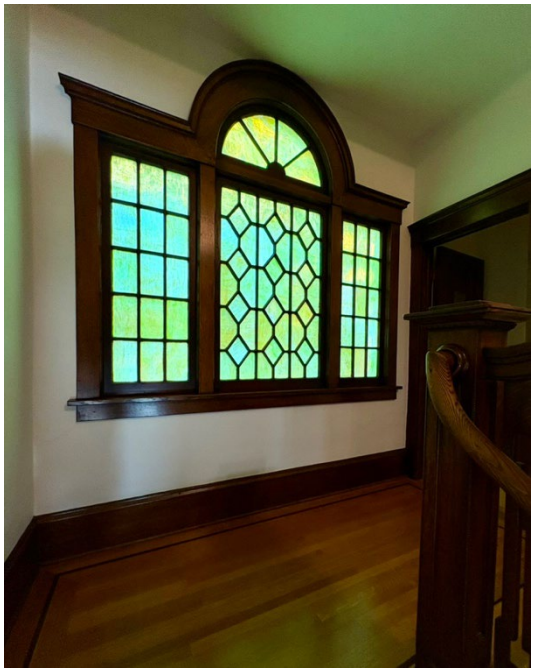
A bump out on the south wall holds a large set of windows with beveled, leaded glass transoms and a built-in window seat bench with recessed panels along the front. The dining room floor also the contrasting triple ribbon pattern with corner knots. Finally, an inset paneled door with an unlacquered brass push plate swings into the kitchen.

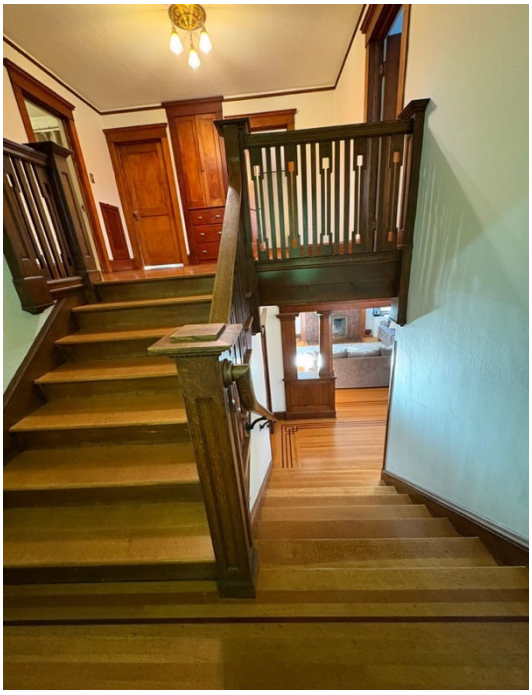
The swinging door leads to the 348 square-foot kitchen addition, remodeled in 2003 according to permits in keeping with the style of the original house. The cabinets are a medium tone wood finish with a decorative toe kick on the lower cabinets. The appliances are high-end stainless steel, the floors are Marmoleum, and the counters are green stone. The backsplash is covered with white subway tile. Three narrow windows flank the stove, the one on the east end of the wall is a working transom window with crank, and the other two are fixed. On the east wall, a large single-hung window with the diamond design divided light sits above the sink. A sliding glass door opens to the deck and backyard. Past an open dining area, the pantry and hallway form a utilitarian area in the location of the original kitchen.

Through another wood swinging door, is a stairway down to the basement, a smaller back stairway to the second floor and a small half-bath. This powder room has a hex-tile floor and corner porcelain sink. The next doorway leads back to the front entry hall where the main stairway curves outward to lead up to the second level.

Second floor

The wood stairs start rounded and wide from the front entry and lead to a landing with a large green and yellow slag glass Palladian window that lights the stairway. A wood door with a small square window leads down the back stairs towards the kitchen. The turn in the stairs reveals a view of the flat sawn cutout balustrade leading to the large second-floor landing at the top of the stairs.





The landing reveals stained wood doors, built-in cabinetry for linens, plumbing access and laundry chute doors, all with unlacquered brass hardware. Throughout the second level, the oak hardwood floor design changes slightly, with simpler dark double-ribboned borders with plain right angles at the corners.

On the northwest corner is a small bedroom with two large single-hung wood windows and a corner closet, followed by a full bathroom.

The bathroom has the original bathtub, shower, and white subway tile wainscoting. The original mirrored wood medicine cabinet is set into the wall. The floor is hexagonal white tile, and one small single-hung window with a decorative divided light top sits at the end of the room near a radiator. The marble-topped wood vanity is a newer addition, as is some of the additional white subway tile added to the top of the shower area.

The northeast corner bedroom has two large single-hung windows with divided light on top. This room has paneled walls and ceiling tiles added in the 1960s or 70s.

The southwest corner holds the large primary bedroom with two large windows and a wood and glass door to the covered balcony. The walk-in closet has a small single-hung window and built-in cabinetry added in the 1940s-60s with an unusual, curved wood feature. The balcony is large and looks west out onto the neighborhood.

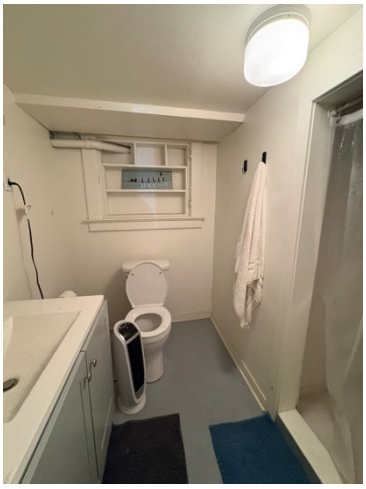
The final bedroom in the northwest corner also has an exterior door to the balcony and single-hung windows with a divided light design on the top.

Attic

From the second-floor landing, a door leads to a staircase up to the attic level. The attic level is a large open space with angled ceilings that follow the lines of the hipped roof and three windowed dormers, ending with a flat square of ceiling at the top. This room was decorated in the middle of the twentieth century with checkered linoleum floors with an inlaid shuffleboard and wood paneling on the walls. The ceiling has paneling and fluorescent lighting.

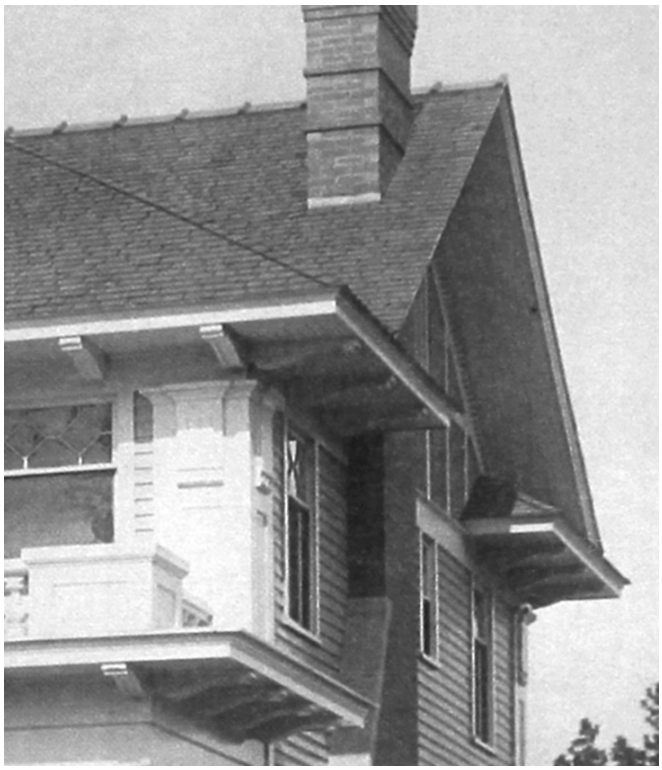
Basement

The basement is accessed via wide painted wood stairs that turn at the landing with a door to the exterior. Once below grade, the floor is concrete and the basalt rock foundation walls are visible in several areas. There is a laundry room, utility access, and storage throughout. There is a small bathroom with a sink vanity, shower, and toilet.



ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Photos of the house from the first few decades after it was built show some of the original exterior features, as shown in this close-up from this Libby photo taken shortly after the home was built. The home was covered in aluminum siding in the 1950s or 60s according to the Johnson family. These original features include stucco with decorative half-timbering on the north and south attic dormers. The exposed rafter tails have been covered as well as the square decorative posts on the corners of the second floor exterior.



1125 South Bernard, Libby Photography Collection, 1910, Northwest Museum of Arts and Culture

The rear of the house has a remodeled kitchen addition from 2003, possibly modified from another smaller, family room added in the 1970s according to the Johnson family who lived there at the time. The 348 square foot kitchen addition replaced the tiny original kitchen at the northeast corner of the house and includes an opening pass through in the dining room hutch.

The attic was finished with linoleum and wall paneling in the 1960s-1970s. One bedroom still has wood paneling on the walls from this era. Some of the closets were added during this period as well.

The second-floor bathroom is largely original, with some tile repair and a newer vanity.

In 2024, the roof was replaced, and water damage was repaired. The second floor and attic level porches were both rebuilt, including structural reinforcement and new membranes on the floors. Knob and tube wiring was replaced, and period-appropriate wood screen doors replaced the aluminum screens. On the interior, plaster was skim-coated, and period lighting was added. The gutters were replaced, and other drainage issues were addressed before extensive stone foundation repair and mold remediation.

The garage is not original and shall not be included in the register. It was not designed by Earl Morrison and does not hold historic significance. The first permit for a single-stall garage was in 1912 and placed in the southeast corner of the property. It was split and moved west to be built out as a permitted two-car garage in 1941.

Integrity

Eligibility for the Spokane Register depends on the property fulfilling one or more one or more categories of significance and retain integrity of location, materials, workmanship and association. The Baumgartner house's attributes in these areas are as follows:

Location is the place where the historic property was constructed or the place where the historic event occurred.
The house is in its original location.

Design is the combination of elements that create the form, plan, space, structure, and style of a property.
The original design of the house is largely intact, with some cosmetic additions like paneling in two rooms and aluminum siding in the mid twentieth century. The kitchen addition was built with the intent to be harmonious with the original building.

Materials are the physical elements that were used during a particular period and in a particular way to form a historic property.
The materials for the house are intact, including the wood siding underneath the aluminum siding. The roofing was replaced with the same asphalt composite in 2024.

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
The workmanship for the house is intact. The stone foundation was repaired in kind and in a way that reflects the building's original construction methods. In addition, the second and third level balcony porches were rebuilt in kind and reinforced structurally.

Association is the direct link between an important historic event or person and a historic property.
The association of the house is intact and has been used continuously as a single-family home since it was built.

SUMMARY STATEMENT

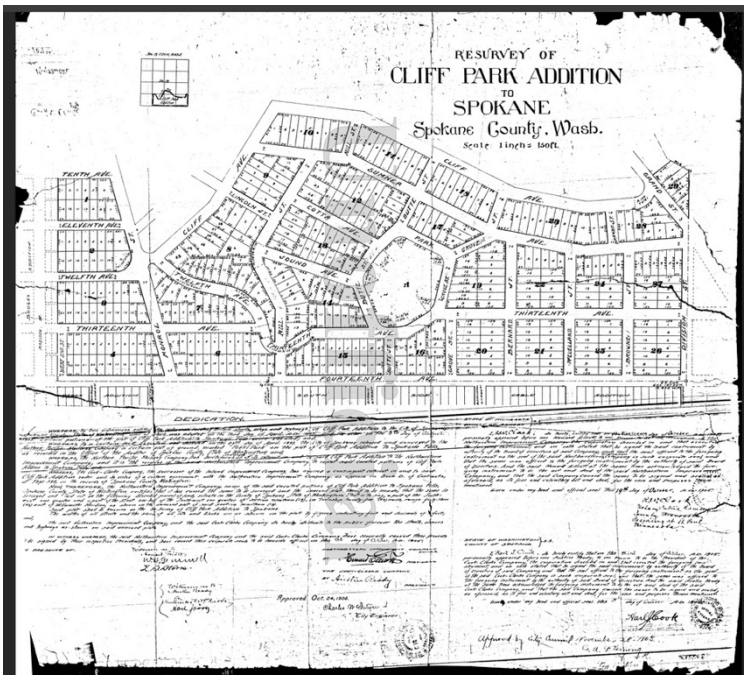
The Baumgartner House at 1125 South Bernard Street in Spokane is significant and eligible for the Spokane Register of Historic Places under Category C because of its association with the work of a master architect, Earl W. Morrison. His work left a mark throughout Spokane and Washington State. This home represents Morrison's early work. Known as the "boy architect," Morrison designed at least eighteen grand homes while still a high school and college student. He designed some of the most impressive homes on Spokane's South Hill, including in the Cliff Park, Rockwood, and Ninth Avenue neighborhoods. His distinctive large homes have shaped the character of the neighborhood to this day. The Baumgartner House, built in 1910, is an early example of Morrison's work, a largely intact foursquare home in a Classical Revival style with other eclectic elements like a pointed arch attic dormer, many columns, and Palladian windows.

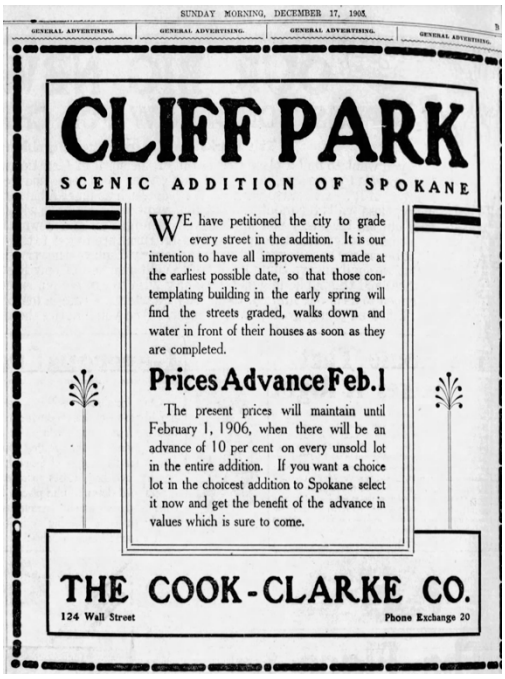
HISTORIC CONTEXT

For thousands of years, the Spokane Falls were a gathering place for culture, fishing, and hunting for indigenous peoples. The first humans arrived in the Spokane area between 12,000 and 8,000 years ago as hunter-gatherers. The falls were a center of indigenous life through the 1800s, when white settlers began to arrive.

James Glover, often cited as the founder of Spokane, initially platted the city in 1878. In the 1880s, Spokane's population exploded from 350 in 1880 to 20,000 by 1890. This development came from the availability of rich natural resources available including mining, timber, agriculture, and the water power of the Spokane River. The railroads established a hub in Spokane, and the first residential additions were established by John Browne and A.M. Cannon (Arksey, 2005.) The rebuilding phase after the Great Fire of 1889 spurred rapid growth in population and residential housing development throughout Spokane. Many players began to get into real estate development through the first decade of the twentieth century as the population boomed.

By the 1910 Census, Spokane's population reached 100,000, and the boom created a tremendous need for new housing (Arksey.) To meet the demand and take advantage of the lucrative opportunities of the early 1900s, several new developers began subdividing and building homes on the South Hill. Harl J. Cook with the Cook-Clarke Company and Inland Improvement Company bought 110 acres between Madison and Division streets and 9th to 14th avenues from the Northwestern Improvement Company for $90,000 according to the Spokesman-Review and county records. A resurvey of Cliff Park Addition was done in 1905 as the lots and homes began to be marketed and sold by the Cook-Clarke Company.

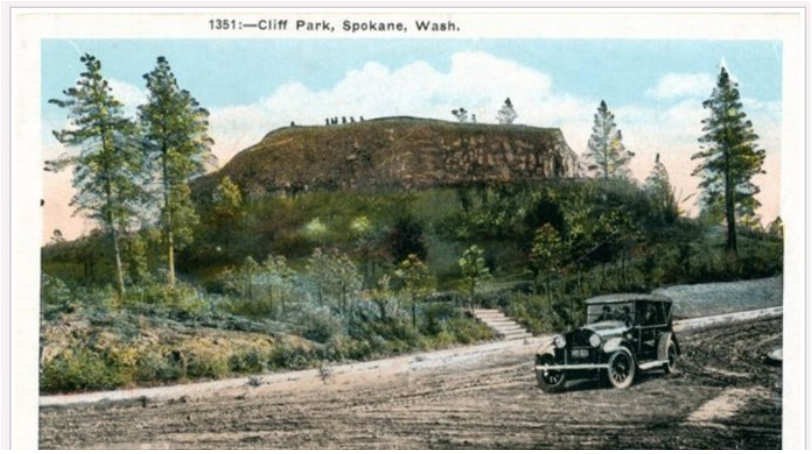




Resurvey of Cliff Park Addition plat map from the Washington State Digital Archives and ad for lots in the Cliff Park Addition from the Spokesman Review in 1905

The covenants required that any residences built "shall cost not less than Twenty-Five Hundred ($2500.00) dollars and that all outbuildings shall conform thereto in exterior architecture and finish, and that said dwelling shall be set in at least twenty-five (25) feet from the front line of said premises."

One of the defining features of the neighborhood is Cliff Park itself. The park is bounded by Grove Street to the east, Stevens (formerly Butte) to the west, and 12th and 13th avenues on the north and south. It features a tall volcanic rock outcropping, said to have been used by indigenous people as a lookout. In 1905, the Spokesman Review reported that Harl J. Cook donated the two-block piece of land to become a city park. Stairs and rock walls were added to welcome visitors and bring them to the top for a view of the city, and it was adopted as a city park in 1908 (Galpin.)



Inland Northwest Special Collections, Spokane Public Library

According to numerous newspaper articles and advertisements in the Spokesman Review and Spokane Chronicle in the early 1900s, Cliff Park Addition was developed by Harl J. Cook's Cook-Clarke Company using two strategies, either building homes on speculation and selling, or selling lots to individuals to develop for their own homes or to build and sell for a profit. One of these builder/developers was Amil T. Johnson, who bought lot 15 in block 22 from Gus Bostrum in 1909 for $1500 and teamed up with Earl Morrison to build the home at 1125 S Bernard Street. The home was completed in 1910. The Spokesman Review featured the sale along with a photo:

mains, cement sidewalks and curbings. several score. Mr. Cowley.

New Home in Cliff Park, on Bernard Street, Near Cliff Avenue, Bought by Matt Baumgartner for $15,000

The above is a picture of the eight-room modern house of Colonial type built by Contractor A. T. Johnson and sold to Mr. Baumgartner last week for $15,000. The deal was negotiated by J. Melvin Thomas. The house was designed by Architect Earl W. Morrison and is on a lot 50x150 feet on Bernard near Cliff avenue. The house is finished in oak on the lower floors with white enamel finish in the kitchen and birch on the second floor. All floors are of hardwood. Besides the eight rooms on the two main floors there are two rooms finished off in the attic.

There are many features in the construction, including a built-in sideboard, fireplace, beamed ceilings, bathrooms with tiled floors and wainscoting, tile floor in the vestibule, bevel plate mirrors and a basement finished with a laundry, fuel room, fruit room and a furnace room. Mr. Baumgartner will occupy the house as a home.

The Spokesman-Review (Spokane, Washington) · Sunday, June 19, 1910

STATEMENT OF SIGNIFICANCE

Earl W. Morrison in the Spokesman-Review May 13, 1911

Architect Earl W. Morrison, the "Boy Architect" (1889-1955)

Earl W. Morrison, known as the "boy architect" in Spokane, had the unique distinction of designing large homes for prominent people in Spokane while he was still in high school and college. Morrison designed dozens of houses, including some of the most impressive homes on Spokane's South Hill, including in the Cliff Park, Ninth Avenue and Rockwood neighborhoods, still some of Spokane's most prestigious areas. These large and distinctive homes shape the character of these neighborhoods to this day. After starting his career in Spokane, he went on to have a decades-long career designing both modest and grand houses, residential apartment buildings, high rises, commercial projects, schools, and more, primarily in Washington State.

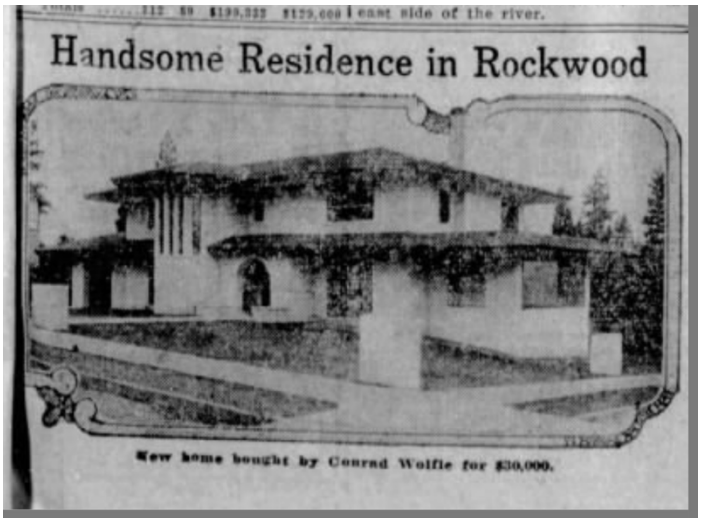
His early years working alongside the trades and shadowing his father in the real estate business developed his skill along with his school courses. He had an office in his father's real estate firm in the Paulsen Building according to city directories, and shared that office with Amil T. Johnson, the builder he worked with frequently, including on the Baumgartner House. He also worked with Aaron L. Lundquist, another prolific contractor.

In addition to the Baumgartner House, Morrison designed homes primarily in the traditional English style, with decorative half-timbering, in a style with stucco and Flemish arch parapets, sometimes locally referred to as Mission or "Alamo" style, and later in the straight-line style.

Examples of Spokane Homes

- The Woldson House, 1628 W. Ninth Ave., 1909.
- The Ritter House, 522 W. Cotta Ave., 1910.
- The Baumgartner House, 1125 S Bernard, 1910.
- The Bryant House, 1214 S. Cook St., 1910.
- The Rudberg House, 1128 W. Eighth Ave., 1910.
- The Thatcher House, 505 W. Kiernan Ave., 1910.
- The Winter House, 1226 S. Cedar 1910
- The Cannon House, 416 E. Rockwood Blvd., 1911.
- The McGoldrick House, 547 E. Rockwood Blvd., 1911.
- The Meisenheimer House, 540 E. Rockwood Blvd., 1912.
- The Ackermann House, 2020 S. Rockwood Blvd., 1912.

- The Plummer House, 2007 S. Rockwood Blvd., 1912.
- The Wolfle House, 415 E. 12th Ave., 1912.



Wolfle House in Spokesman-Review, September 1, 1912

- The Oxford Apartments, 702 S. Bernard St., 1912.
- The Fisher House, 220 E. Manito Place, 1912.
- The Avery House, 505 E. Rockwood Blvd., 1913.
- The McDonald House, 1303 E. Overbluff Road, 1918.

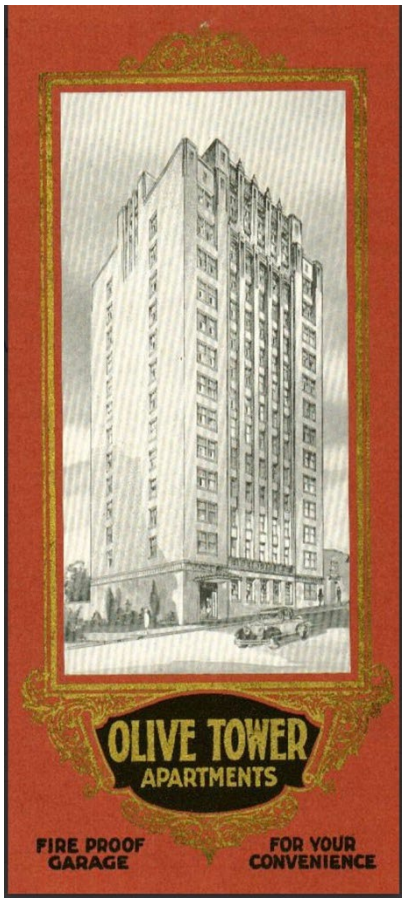
His first luxury apartment building was the Oxford Apartments at Seventh Avenue and Bernard Street in 1912, that continues to provide housing in Spokane. He went on to graduate from the combined Art Institute of Chicago and Armour Institute of Technology in 1914. The influence from his time in Chicago is apparent in his “straight line” designs that appeared in the Rockwood neighborhood. Often referred to as Prairie Style, the straight lines, stucco finishes and wide form that Morrison introduced to the area were some of the most cutting-edge houses of the time.

By 1914-15, the building boom in Spokane slowed significantly. He married Hazel Fae Dyke, a classmate, and debate champion. They moved to St. Paul, Minnesota where he took a job as an assistant to the City Architect. He gained valuable experience outside of residential design and designed five schools during his time there (Davis). The young family moved back to Spokane, and he resumed his independent firm designing large houses and another apartment building.

In 1917, the United States entered into World War I, and Earl Morrison was commissioned as a Captain in the Quartermaster Corps, where his planning skills were put to use building a training camp for 30,000 troops in New Mexico. From there, he was sent to be commanding officer of a railhead in Saint-Miheal in France in April 1918, responsible for supplies of clothing, food, and transportation of a division of 30,000 men. He returned to Spokane after his discharge in July 1919.

Morrison reopened his architecture practice, partnering with another architect to open Morrison & Stimson in the Symons building in downtown Spokane. Their first project was a group of smaller homes in the "California style" at the southeast corner of 14th and Lincoln. He opened another office in Wenatchee where he designed fruit warehouses, schools, houses, a church, and a pool hall (Vestal).

Morrison experienced several personal tragedies over the space of three years. In 1922, his mother, Mattie, was beaten in a random attack near her home and died from the injuries in 1924. Morrison decided to close the office in Spokane and opened an office in Seattle, closer to new school projects in Western Washington. In 1926, his father died, and a year later his wife died of influenza. From the late 1920s forward, Morrison's career trajectory focused on some of the largest apartment towers in Seattle, in addition to schools, a hospital, and various commercial buildings.



Sales Pamphlet for the Olive Tower Apartments, Seattle, WA, c. 1928; UW Libraries, Special Collections Division 3 of 3

From his Seattle office, he produced apartment buildings that prioritized budget and labor efficiency but always found a way to include a flourish of decoration to add an element of beauty for the everyday people occupying the buildings (Davis). This was no doubt influenced by the exuberant design and extravagant building that he was able to do during his early days working in Spokane. Like most architects, the times dictated a turn toward more affordable housing. Through the post-World War II era, Morrison expanded out to more projects on the west coast and Hawaii. Morrison died suddenly in 1955 while on vacation in La Jolla, California.

Earl Morrison's impact on architecture in early Spokane is significant. Even today, Morrison's work continues to define the visual landscape of Spokane's wealthiest neighborhoods. The grand homes he designed mark a period of significant growth and prosperity in Spokane. The styles he experimented with ranged from English traditional to classical revival, Flemish arches and the straight-line or Prairie style, making a mark on the architectural landscape of Spokane.

Amil Theodore Johnson, Builder (1874-1950)

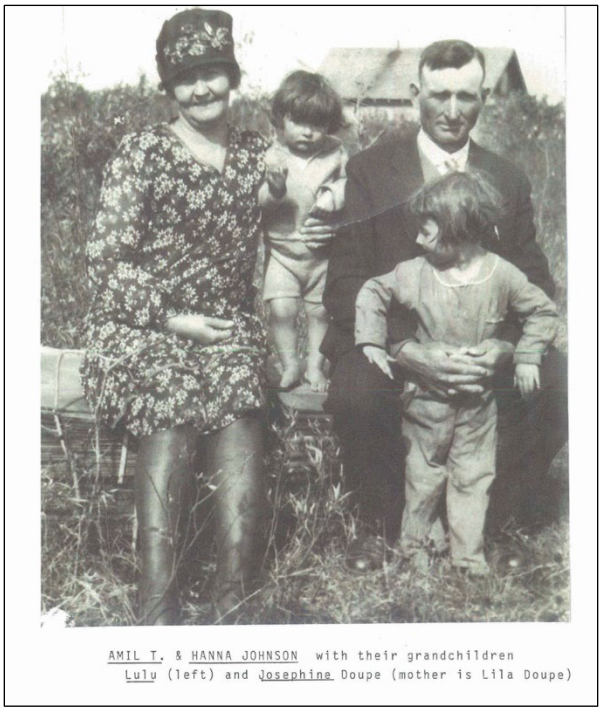


Photo from Johnson Family History scrapbook courtesy of Glenn Davis

The builder and developer who worked with Morrison on the Baumgartner House and many other projects was Amil T. Johnson. A prolific builder in Spokane, he constructed some of the largest and most expensive homes in town, as well as dozens of more modest homes in collaboration with local architects. Johnson is listed in the city directories as a carpenter and contractor as early as 1905. By 1912, he shared an office in the Paulsen Building with Earl W. Morrison, indicating the strong partnership they cultivated to build some of the most distinctive homes in Spokane. Numerous real estate transactions involving Johnson appear in the newspapers. Johnson's homes had a distinctive style, often using stucco exterior half-timber decoration and fine interior woodwork. One distinct feature found in many of the homes Johnson built is a ribboned border on the hardwood floors, often with a French knot corner design. Johnson worked with architects to build homes on speculation, sell them, and move on to the next project. Johnson collaborated with several architects and eventually settled in Alberta, Canada, where he passed away in 1950 at the age of 75.

Select homes built by Amil T. Johnson:

- Johnson-Thompson House, 1718 E. 11th Ave., 1906
- E.J. Cannon House, 416 E. Rockwood Blvd., 1909
- Woldson-Hay House, 1628 W. 9th Ave., 1909
- 814 S. Lincoln St., 1910
- Baumgartner House, 1125 S. Bernard St., 1910
- Wolfle House, 415 E. 12th Ave., 1912
- Avery House, 505 E. Rockwood Blvd., 1913
- Martin Woldson House, 903 S. Adams St., 1917

Homeowners

1910-1935 Matt and Mamie Baumgartner
Amil T. and Hannah Johnson bought the lot and built the home on speculation from designs by Earl W. Morrison. The home was sold to Mathias "Matt" Baumgartner for

$15,000, and he purchased an additional 1/2 lot in July 1910 for $1,500. Matt came to the United States from Germany as a young person, first mining in California before becoming a chemist-assayer in San Francisco. He settled in this area after short stints in Arizona, California, and Montana. From the 1890s on, he ran mining operations throughout Idaho and was president of the Liston Mining Company. Matt married Mamie Frances Allen on Jan. 5, 1898, in Wallace, Idaho. She was the daughter of James and Katherine Allen and a sister of Eddie Allen, the Irish actor, comedian, and cyclist, whose stage name was Allen Doon. Matt Baumgartner passed away in 1934 after a brief illness, and his daughter Kathleen and her mother moved to Los Angeles after selling the house.

1935-1948 Dr. Donald A. and Helen Palmer
Palmer was a doctor of internal medicine and diagnostician with offices in the Paulsen Building. He died of a heart attack on June 10, 1946, at age 47. Daughters Ainslie and Elisabeth and wife Helen sold the home to another doctor in the same office.

1948-1955 Dr. Merritt H. and Montana Stiles
Dr. Stiles joined Dr. Donald Palmer in his offices at the Paulsen Building in January of 1946. Palmer died in June 1946, and Stiles served as a pallbearer in the funeral. He bought 1125 S. Bernard from Palmer's widow in 1948. His daughter Trina won a contest for a trip to New York City in 1949 and is pictured in the newspaper in front of the home's fireplace.

A strong proponent of the prevention of coronary disease and physical fitness, he learned to ski at 55 and wrote the book "Ski at Any Age" in 1972. He was inducted into the Ski Hall of Fame in 1975, a few months before dying of a heart attack while on a jog at Priest Lake at age 76. The Black Diamond run at Schweitzer is named for him.

1955-2001 Dr. Robert S. and Marjorie Johnson
Along with Dr. Merritt Stiles and others, he founded the Fifth and Browne Doctors' Building. The Johnsons raised their family at 1125 S. Bernard, and Marjorie made many of the midcentury-era changes to the house, including the attic room with the shuffleboard floor, interior wall paneling on the second floor, and aluminum siding.

2001-2024 Allan and Catherine Greer

2024-Present Jill Ham and Martin Grieser

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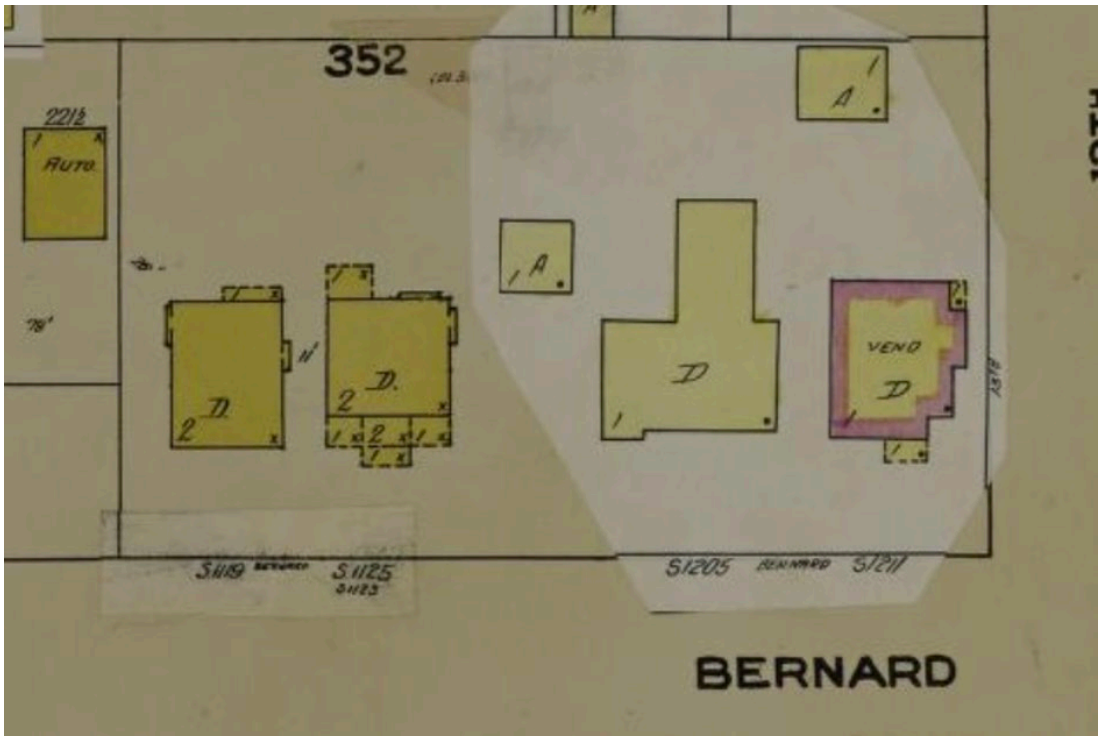
Spokane Doctor Honored in Ski Hall of Fame ***

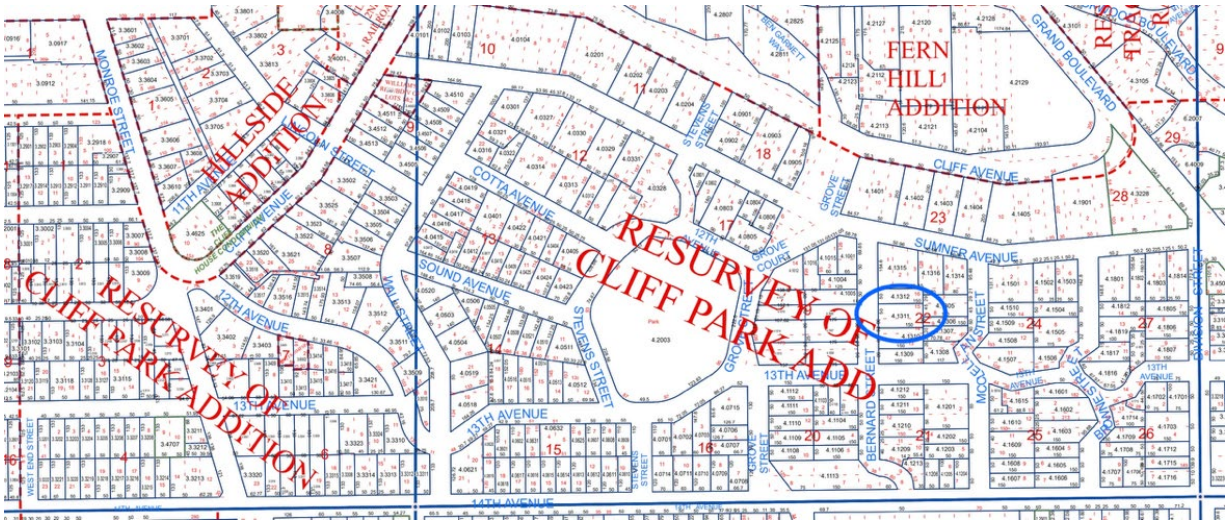
https://skihall.com/hall-of-famers/merritt-stiles/?srsltid=AfmBOoqMtZnMLfR7W3u94-pctciuPA2U2vpAs4BbYZb4rw_xCtQgjeGb

1125 S. Bernard, 1910, Northwest Museum of Arts and Culture, Libby Photo Collection

A note about the address: the original 1910 Sanborn map shows the address as 1123, and the 1910 map altered with additions shows the current 1125 with 1123 written underneath to indicate the earlier numbering.



Sanborn Fire Insurance Map, 1910, vol. 3



Spokane County Assessor SCOUT map

Spokane Boy at Chicago Art Institute Draws Plans for $12,000 Residences

Earl W. Morrison, the Spokane high school student, who had the distinction of drawing plans for a number of high-class residences, costing from $10,000 to $40,000, before he was out of his high school classes, is drawing plans for two $12,000 residences to be built by A. L. Lundquist in the Manito district this year.

Mr. Morrison is now at the Chicago institute taking a course of study and is drawing the plans for the houses while at spare hours. His marked ability has been recognized in Spokane for some time.

The two houses will be located on Manito boulevard, near Grand boulevard, on lots 250 feet in depth. The lots face the south end of the park. Construction work will be started in the spring, declares Mr. Lundquist.

Mr. Lundquist is rushing to completion a nine-room modern house on Eighth avenue, near Jefferson street. This will cost between $10,000 and $15,000 when completed.

The Lundquist home, a fine $25,000 residence on Rockwood boulevard and Sheridan street, will be completed in a few weeks. The house has 14 rooms and the grounds will be elaborately parked.

Tame.

"They say she leads a painfully tame life."

"Yes, she can't even find any excuse for getting a divorce."

Traveled Around th Returns to Spokane

Traveling entirely around the world and then hitting upon Spokane as the best place and the most available one in which to buy real estate and live is a pretty strong recommendation for the city, but this apparently has been the one given Spokane by William Alexander Robertson of Aurora, Ill.

Mr. Robertson has just moved to Spokane and has purchased lot 7, block 195, in East Side Syndicate addition, for $450, as an investment. He has his home here. The East Side

Spokesman-Review February 19, 1911

Fine Colonial Home Is Sold

This beautiful colonial home of nine rooms at S1125 Bernard, has been sold by Mrs. Mary Baumgarten to a client of the Willie M. Laberee company. This dwelling, one of the most typical of this class of architecture, was constructed at an original cost of about $20,000. The rooms are spacious, the windows large. The home occupies two landscaped lots.

Spokesman-Review February 9, 1936

Returns From Week End With Music

Miss Trina Stiles, daughter of Dr. Merritt H. Stiles, S1125 Bernard, returned yesterday from New York, where she spent a "week end with music" as one of three guests of Standard Oil Company of New Jersey. "Chalky," whom she is holding, was just as weary as Miss Stiles, to whom the "week end with music," an intermission feature of the New York Philharmonic orchestra's weekly Sunday afternoon concert, was exciting and stimulating. Miss Stiles graduates from Lewis and Clark high school in June.

Spokesman-Review February 22, 1949

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/7/2026		
Clerk's File #	OPR 2025-0520		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	ELIZABETH 6232	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT		

Agenda Wording

Amendment to contract with Brendan Winslow-Nason and John Cadagan with the Law Firm Gord Tilden Thomas & Cordell, LLP for services in the litigation matter Insurance Company of the State of Pennsylvania v. City of Spokane. Increase of $100,000 for a total contract amount of $200,000.

Summary (Background)

The City entered into a contract with the above stated law Firm for outside legal counsel and services regarding review of the City's Insurance Policies and Litigation Services regarding the lawsuit Insurance Company of the State of Pennsylvania v. City of Spokane. Additional funds are required for continued services.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 150,000
Current Year Cost	$ 50,000.00
Subsequent Year(s) Cost	$ 100,000.00

Narrative

Amount		**Budget Account**
Expense	$ 100,000	# Paid by Claims
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

N/A

Expense Occurrence	One-Time

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

N/A

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

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rhulvey@spokanecity.org	chudsion@gordontilden.com

City Clerk's No. OPR 2025-0520

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **BRENDAN WINSLOW-NASON AND JOHN CADAGAN, ATTORNEYS WITH GORDON TILDEN THOMAS & CORDELL, LLP**, whose address is 600 University Street, Suite 2915, Seattle, Washington 98101, as ("Firm"), individually a “Party”, and together referenced as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide Support and Litigation Services As-Needed regarding review of the City’s Insurance Policies and including Litigation Support for the Insurance Company of the State of Pennsylvania v. City of Spokane “Declaratory Judgment Action) filed August 28, 2025, and

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

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

1. CONTRACT DOCUMENTS.
The Contract dated June 30, 2025, and July 8, 2025, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on February 1, 2026.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00)**.

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

GORDON TILDEN THOMAS & CORDELL, LLP

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

U26-030a

GORDTIL-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2025

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Markel American Insurance Company	28932
INSURER C : Old Republic Insurance Company	24147
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Gordon Tilden Thomas & Cordell LLP
600 University Street, Suite 2915
Seattle, WA 98101

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR			4025222764	10/1/2025	10/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	X OTHER: Primary E&O						Per Claim/Agg	$ 5,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Prof Liab			MKLM5XLA000023	10/1/2025	10/1/2026	Each Claim/Aggregate	5,000,000
C	Excess Prof Liab			ORPRO2110001324	10/1/2025	10/1/2026	Each Claim/Aggregate	5,000,000

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

Evidence of Insurance -

Primary Professional Liability: Continental Casualty Company (CNA) - $5,000,000 Per Occurrence/ $5,000,000 Aggregate - $25,000 Deductible per claim
Excess Professional Liability: Markel American Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
Excess Professional Liability: Old Republic Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
Excess Professional Liabilty: Berkley Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
(Total Professional Liability Limit is: $20,000,000 Per Occurrence/$20,000,000 Aggregate - $25,000 Deductible per claim)

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: GORDON TILDEN THOMAS & CORDELL LLP

Business name: GORDON TILDEN THOMAS & CORDELL LLP

Entity type: Limited Liability Partnership

UBI #: 601-717-877

Business ID: 001

Location ID: 0002

Location: Active

Location address:
600 UNIVERSITY ST
STE 2915
SEATTLE WA 98101-4172

Mailing address:
600 UNIVERSITY ST
STE 2915
SEATTLE WA 98101-4172

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Minor Work Permit				Active	Jan-31-2027	Jul-27-2023
Spokane General Business - Non-Resident				Active	Jan-31-2027	Jul-20-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CORDELL, FRANKLIN D	
THOMAS, JEFFREY M	

Registered Trade Names

Registered trade names	Status	First issued
GORDON TILDEN THOMAS & CORDELL LLP	Active	Jun-15-2007

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/7/2026 2:31:51 PM

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Take our survey!

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Check if your browser is supported

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/20/2026		
Clerk's File #	OPR 2026-0201		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT		

Agenda Wording

Contract amendment with Keating Bucklin & McCormack, Seattle, WA, as outside counsel re the Estate of Joshua Musselman v. City of Spokane, et. al. This amendment will increase the contract by $100,000 for a total of $150,000.

Summary (Background)

This lawsuit arises from an officer involved shooting.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$** 50,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 50,000	**#** From Claims
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE		
Division Director			
Accounting Manager	LIPPS, JOSH		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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sdhansen@spokanecity.org	Zach.Ray@us.davies-group.com

City Clerk's No. OPR 2026-0201

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

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

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of **the Estate of Joshua Musselman v. City of Spokane**, **et. al**., and

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

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

1. CONTRACT DOCUMENTS.
The Contract dated February 26, 2026 and February 27, 2026, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on March 1, 2026.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

KEATING, BUCKLIN & MCCORMACK, INC., P.S.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

26-100

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jan 02, 2026

Professional Service Corporation

Unified Business ID #: 600221771
Business ID #: 001
Location: 0001
Expires: Aug 31, 2026

KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.
STE 1580
1201 3RD AVE
SEATTLE WA 98101-3009

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12110036BUS (EXPIRES 12/31/2026) - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

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

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 600221771 001 0001

Expires: Aug 31, 2026

KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.
STE 1580
1201 3RD AVE
SEATTLE WA 98101-3009

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12110036BUS (EXPIRES 12/31/2026) - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

John Ryser
Director, Department of Revenue

KEATBUC-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/19/2026

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allmerica Financial Benefit Insurance Company	41840
INSURER B : Continental Casualty Company	20443
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Keating Bucklin & McCormack Inc. PS
1201 3rd Avenue Ste 1580
Seattle, WA 98101

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		Z22J112212	8/10/2025	8/10/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER: General Aggregate							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			Z22J112212	8/10/2025	8/10/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired Auto PD / X $500 Deductible						Hired Auto PD	$ 50,000
A	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			Z22J112212	8/10/2025	8/10/2026	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		Z22J112212	8/10/2025	8/10/2026	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
B	Professional Liab			5096714502	8/10/2025	8/10/2026	Each Claim/Aggregate	7,000,000
C	Excess Prof Liab			MKLV5XLA000615	8/10/2025	8/10/2026	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane is included as an additional insured under the general liability per form 822-0001 08 25 attached.

CERTIFICATE HOLDER

City of Spokane
Office of the City Attorney
808 W Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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SECTION I – ADDITIONAL INSURED PROVISIONS

A. Automatic Additional Insured Provisions Including Primary and Non-contributory:

1. SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization described in paragraphs **4.a** through **4.g.** below, whom you agree to add as an Additional Insured.

2. However, the insurance afforded to such Additional Insured described below:

a. Only applies to the extent permitted by law.

b. Will not be broader than the insurance which you are required by the written contract, agreement or permit, if any, to provide for such additional insured.

c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by an applicable written contract, agreement or permit.

d. Will not be broader than coverage provided to any other insured.

e. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

f. Does not apply to any person or organization included as an insured by

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another endorsement issued by us and made part of this Coverage Part.

3. The most we will pay on behalf of the Additional Insured for a covered claim is the lesser of the amount of insurance:

a. Required by the applicable written contract, agreement or permit, if any; or

b. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to the policy.

4. Additional Insureds

The following persons or organizations qualify as additional insureds under this endorsement:

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

a. Broad Form Vendors

(1) Any person or organization that is a vendor with whom you agreed in a written contract or agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

(2) With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h) “Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained within the exclusion in paragraphs **(d)** or **(f)** above; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(i) “Bodily injury” or “property damage” arising out of an “occurrence” that took place before you have signed the contract or agreement with the vendor.

(j) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Co-owner of Insured Premises

Any person or organization who is a co-owner of premises described in the declarations. Such person(s) or organization(s) is an insured only with respect to their liability as co-owner of the co-owned premises.

c. Controlling Interest

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Any person or organization that has a majority controlling interest in you, but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Mortgagee, Assignee, or Receiver

Any mortgagee, assignee or receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Grantor of Franchise

Any person or organization who is a grantor of a franchise to you, but only with respect to their liability as grantor of a franchise to you.

f. Lessor of Leased Equipment

Any person or organization from whom you lease equipment is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured does not apply to any “occurrence” that takes place after the equipment lease expires.

g. Manager or Lessor of Premises

Any person or organization from whom you lease premises is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

However, this provision does not apply to:

(1) Any "occurrence" that takes place after you cease to be a tenant in the premises.

(2) Structural alterations, new construction or demolition operations performed by or for such additional insured(s).

B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory

1. Any person or organization who does not qualify as an Additional Insured in **A. Automatic Additional Insured Provisions Including Primary and Non-contributory**, **4. Additional Insureds**, paragraphs **a.** through **g.** above with whom you agreed in a written contract, agreement or permit to add as an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

a. Premises you own, rent, lease or occupy;

b. Your ongoing operations for the additional insured(s) designated in the written contract, agreement or permit;

c. “Your work” included in the “products-completed operations hazard”, but only if:

(1) The written contract, agreement or permit requires you to provide such coverage to the additional insured; and

(2) This Coverage Part provides coverage for “bodily injury” or “property damage” included within the “products-completed operations hazard”.

2. The insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law.

b. Will not be broader than the insurance which you are required by the written contract, agreement or permit to provide for such additional insured.

c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by the written contract, agreement or permit.

d. Does not apply if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of sole negligence of the additional insured.

e. Will not be broader than coverage provided to any other insured.

f. Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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g. Does not apply unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".

h. Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

i. Does not apply to any lessor of equipment after the equipment lease expires.

j. Does not apply to any:

(1) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(2) Managers or lessors of premises if:

(a) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(b) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

k. Does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in **B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory**, paragraph **1.** or

2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION II – COVERAGE EXTENSIONS

A. Supplementary Payments Extension

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paragraph **1.** is replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limits of Insurance.

B. Alienated Premises

SECTION I – COVERAGES, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage to Property**, paragraph **(2)** is replaced by the following:

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(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

C. Broad Form – Property Damage Legal Liability (Damage to Premises Rented to You)

1. **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

2. **SECTION III – LIMITS OF INSURANCE**, paragraph **6.** is replaced by the following:

6. The Damage to Premises Rented to You – Any One Premises Limit is the most we will pay for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You – Any One Premises Limit:

a. Is not subject to the General Aggregate Limit described in **SECTION III – LIMITS OF INSURANCE**, **2.** General Aggregate Limit; and

b. Is not subject to the Each Occurrence Limit described in **SECTION III – LIMITS OF INSURANCE**, **5.** Each Occurrence Limit.

3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance**, **b. Excess Insurance**, paragraph **(a)(ii)** is replaced by the following:

(ii) That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. **SECTION V – DEFINITIONS**, **9.** "Insured contract", paragraph **a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

D. Broad Form Property Damage – Borrowed Equipment, Customers' Goods, Use of Elevators

1. The following is added to **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers' goods" while on your premises.

Paragraphs **(3), (4)** and **(6)** do not apply to the use of elevators.

2. For the purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

1. "Customers' goods" means property of your customer(s) on your premises for the purpose of being:

a. Worked on; or

b. Used in your manufacturing process.

3. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

E. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE** form, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** and with respect to the **SMALL COMMERCIAL LIABILITY COMPANION** endorsement, **SECTION IV – EXCLUSIONS**, **A. Professional Services** do not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

F. Personal and Advertising Injury – Broad Form

1. **SECTION I – COVERAGES**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions**, **e. Contractual Liability** is deleted.

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2. **SECTION V – DEFINITIONS**, **14.** "Personal and advertising injury", paragraph **b.** is replaced by the following:

   b. Malicious prosecution or abuse of process.

3. The following is added to **SECTION V – DEFINITIONS**, **14.** "Personal and advertising injury":

   "Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured;

   (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

   (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.

4. For purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

   1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

5. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

G. Product Recall Expense

1. **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **n. Recall of Products, Work or Impaired Property** is replaced by the following:

   n. Recall of Products, Work or Impaired Property

   Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

   (1) "Your product";

   (2) "Your work"; or

   (3) "Impaired property";

   if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product" if the "covered recall" was initiated during the policy period.

   However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

   (4) Failure of any products to accomplish their intended purpose;

   (5) Breach of warranties of fitness, quality, durability or performance;

   (6) Loss of customer approval, or any cost incurred to regain customer approval;

   (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

   (8) Caprice or whim of the insured;

   (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

   (10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

   (11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

2. The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **3.b.**:

   "Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

3. The following is added to **SECTION III – LIMITS OF INSURANCE**:

   Product Recall Expense Limits of Insurance

   a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense coverage regardless of the number of:

   (1) Insureds;

   (2) "Covered Recalls" initiated; or

   (3) Number of "your products" withdrawn or recalled**.**

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b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

4. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **2. Duties in the Event of Occurrence**, **Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

5. For the purpose of this endorsement, the following definitions are added to **SECTION V – DEFINITIONS**:

1. "Covered recall" means a recall or withdrawal made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or is reasonably expected to result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or

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disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

6. This Product Recall Expense Coverage does not apply:

a. If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

b. To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements.

H. Who is an Insured Amended

1. SECTION II – WHO IS AN INSURED, paragraph **2.a.(1)(d)** is replaced by the following:

(d) Arising out of his or her providing or failing to provide professional services.

2. Insured Employee Extension

The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(a)**:

With respect to "bodily injury" only, the limitations above do not apply to your "employees" as insureds with respect to damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

3. Who is an Insured – Subsidiaries

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

Subsidiaries

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

a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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

c. Before you maintained an ownership interest or more than 50% in such subsidiary; or

d. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

4. Newly Acquired or Formed Organizations – 180 Days

SECTION II – WHO IS AN INSURED, paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

I. Limits of Insurance Amended

General Aggregate Limits of Insurance Per Location

The following is added to **SECTION III – LIMITS OF INSURANCE**:

A separate Location General Aggregate Limit applies to each "location" owned by or rented to you, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location".

The limits shown in the Declarations for Each Occurrence and Medical Expense continue to apply.

However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

"Location" means premises involving the same or connecting lots, or premises whose connection is

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interrupted only by a street, roadway, waterway or right-of-way of a railroad.

J. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **8. Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract, agreement or permit to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

K. Unintentional Failure to Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, **6. Representations** is replaced by the following:

6. Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

L. Unintentional Failure to Notify/Knowledge of an Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph **a.**:

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Coverage Part.

Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" of the insured knows about such "occurrence" or offense. Failure of an agent or "employee" of the insured, other than an "executive officer" of the insured, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.

M. Medical Payments – Three Years to Report

SECTION I – COVERAGES, **COVERAGE C – MEDICAL PAYMENTS**, **1. Insuring Agreement**, paragraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

SECTION III – ADDITIONAL CONDITIONS

The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

A. Liberalization

If, within 45 days prior to or during the policy period, we adopt any revision that would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

B. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this policy.

C. Insurance Under Two or More Coverages

It is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

SECTION IV – EXCLUSIONS

A. The following are added to **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** and **SECTION I – COVERAGES**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY**, **2. Exclusions**:

Access Or Disclosure Of Confidential Or Personal Material Or Information

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Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including:

(1) Patents, trade secrets, processing methods, customer lists;

(2) Financial information, credit card information;

(3) Health information, biometric information; or

(4) Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person’s or organization’s confidential or personal material or information.

Aircraft Products, Grounding and Testing

(1) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of:

(a) “Aircraft products” or reliance upon any representation or warranty made with such product;

(b) The “grounding” of any aircraft; or

(c) The “testing” of any aircraft.

(2) For purposes of this Exclusion, the following definitions apply:

(a) “Aircraft Products” means:

(i) Aircraft, including but not limited to missiles, spacecraft, or any other aircraft goods or products you manufacture, sell, handle or distribute;

(ii) Aircraft and any ground support or control equipment used in connection therewith;

(iii) Any product provided by the insured and installed or used in connection with any aircraft;

(iv) Any tooling used in respect to any aircraft;

(v) Training and navigational aids, instructions, manuals, blueprints, engineering or other data in connection with any aircraft;

(vi) Any advice, service or labor supplied with any aircraft; or

(vii) Services you or others trading under your name provide or recommend for use in the manufacture, repair, operation, maintenance or use of any aircraft.

(b) “Grounding” means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, due to the existence of or alleged or suspected existence of any defect, fault or condition:

(i) In such aircraft or any part sold, handled or distributed by you or that is manufactured, assembled or processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings; or

(ii) With tools, machinery or other equipment furnished to such persons or organizations by you;

whether such withdrawn aircraft are owned or operated by the same or different persons or organizations.

“Grounding” shall be deemed to commence on the date of an “occurrence” which discloses the necessity of “grounding” or on the date an aircraft is first withdrawn from service because of such condition, whichever comes first.

(c) “Testing” means examination, observation, evaluation or measuring of the performance of “aircraft products”, while either in the air or on the ground.

Cyber Content Incident

"Bodily injury", "property damage" or “personal and advertising injury” caused by, arising out of or as a consequence of a “cyber content incident”.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber content incident”.

Cyber Incident Exclusion

"Bodily injury", "property damage" or “personal and advertising injury” caused by, arising out of or as a consequence of a "cyber incident". This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident”.

Professional Services

"Bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional service, advice or instruction:

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(1) By any insured; or

(2) On behalf of any insured; or

(3) From whom any insured assumed liability by reason of a contract or agreement,

regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

Professional services include but are not limited to:

(4) Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;

(5) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

(6) Supervisory, inspection or engineering services;

(7) Any medical, surgical, dental, x-ray, nursing, health or therapeutic services, treatment, advice or instruction including, but not limited to, the prescribing, furnishing or dispensing of drugs;

(8) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including body piercing services or use or exposure to any sun lamp, tanning booth or other similar appliance;

(9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(10) Services in the practice of pharmacy;

(11) Management, Human Resource, Testing, Media or Public Relations consulting services.

This exclusion applies even if a claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

Unmanned Aircraft

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading and unloading".

This paragraph applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This paragraph does not apply to:

(a) The use of another's advertising idea in your "advertisement"; or

(b) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

(2) For purposes of this endorsement, the following is added to **SECTION V – DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

(a) Designed;

(b) Manufactured; or

(c) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

Violation Of Law Addressing Data Privacy

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(a) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(b) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

(2) Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in paragraph **(1)** above, including but

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not limited to the European Union's General Data Protection Regulation.

B. The following is added to **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** and **SECTION I – COVERAGES**, **COVERAGE C – MEDICAL PAYMENTS**, **2. Exclusions**:

Nuclear Energy Liability

(1) "Bodily injury" or "property damage":

(a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(ii) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) Under **COVERAGE C – MEDICAL PAYMENTS**, expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

(3) "Bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:

(a) The "nuclear material":

(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(ii) Has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

(4) As used in this exclusion:

(a) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(b) "Hazardous properties" include radioactive, toxic or explosive properties;

(c) "Nuclear facility" means:

(i) Any "nuclear reactor";

(ii) Any equipment or device designed or used for:

1) Separating the isotopes of uranium or plutonium;

2) Processing or utilizing "spent fuel"; or

3) Handling, processing or packaging "waste";

(iii) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(iv) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(d) "Nuclear material" means "source material", "special nuclear material" or "by-product material";

(e) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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(f) "Property damage" includes all forms of radioactive contamination of property.

(g) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(h) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(i) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

(j) "Waste" means any waste material:

(i) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

(ii) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs **(i)** and **(ii)** of the definition of "nuclear facility".

C. Amended Exclusion With Coverage Extension

SECTION I – COVERAGES, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **g. Aircraft, Auto or Watercraft** is replaced by the following:

g. Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than “unmanned aircraft”), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This paragraph **g.** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than “unmanned aircraft”), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This paragraph **g.** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

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

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than “unmanned-aircraft”) or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(ii) The operation of any of the following machinery or equipment:

1) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

2) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

(f) An aircraft (other than “unmanned aircraft”) that is:

(i) Chartered by, loaned to, or hired by you with a paid crew; and

(ii) Not owned by any insured.

SECTION V – AMENDED DEFINITIONS

A. SECTION V – DEFINITIONS, **3.** "Bodily injury", **16.** "Products – completed operations hazard", and **17.** "Property damage" are replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. “Bodily injury” includes mental anguish or other mental injury resulting from “bodily injury”.

16. "Products – completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

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(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. “Property damage” means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SECTION VI – ADDITIONAL DEFINITIONS

A. **T**he following definitions are added to **SECTION V – DEFINITIONS**:

1. "Cyber content” means the electronic display, electronic transmission or electronic dissemination of information through any network or through an insured’s system, including through email or an insured’s internet website.

2. “Cyber content incident” means the alleged or actual unintentional and unauthorized:

a. Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;

b. Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;

c. Invasion or interference with the right of publicity including name, persona, voice or likeness; or

d. Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;

resulting directly from “cyber content” of the insured entity.

3. "Cyber incident" means any:

a. Unauthorized access to or use of any computer system;

b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation;

c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or

d. Alleged or actual unintentional and unauthorized:

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(1) Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;

(2) Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;

(3) Invasion or interference with the right of publicity including name, persona, voice or likeness; or

(4) Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;

resulting directly from “cyber content” of the insured entity.

ALL OTHER POLICY TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/20/2026		
Clerk's File #	OPR 2024-0106		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT		

Agenda Wording

Amendment of contract with Zack Pekelis of Pacifica Law Group, Seattle, WA, in the matter of Feucht v, City of Spokane, et. al. This amendment will increase the contract by $50,000 for a contract total of $300,000.

Summary (Background)

This lawsuit is brought against two current and two former City Council Members wherein the plaintiff, Sean Feucht, alleges a resolution passed by City Council in 2023 that censured former Mayor Woodward violated various constitutional rights.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$** 50,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 50,000	**#** From Claims
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE		
Division Director			
Accounting Manager	LIPPS, JOSH		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Zach.Pekelis@pacificalawgroup.com	mpiccolo@spokanecity.org
sdhansen@spokanecity.org	Zach.Ray@us.davies-group.com

City Clerk's No. OPR 2024-0106

CITY OF SPOKANE

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP,** whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter Feucht v. City of Spokane, et. al., United States District Court Eastern District of Washington, Cause No. 2:24-cv-0022JAG; and

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

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

1. CONTRACT DOCUMENTS.
The Contract, dated February 1, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on April 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS** (**$50,000.00**), for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00)**. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

PACIFICA LAW GROUP

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-098

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Feb 20, 2026

Limited Liability Partnership

Unified Business ID #: 603099772
Business ID #: 001
Location: 0001
Expires: Mar 31, 2027

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 1600
401 UNION ST
SEATTLE WA 98101-2668

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SHELTON GENERAL BUSINESS - NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS #069370 - ACTIVE
COVINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
NORTH BEND GENERAL BUSINESS - NON-RESIDENT #022019.0 - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #41183 - ACTIVE
TUMWATER GENERAL BUSINESS - NON-RESIDENT #R-018193 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SNOHOMISH GENERAL BUSINESS - NON-RESIDENT #3221 - ACTIVE
MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #210108 - ACTIVE
FEDERAL WAY GENERAL BUSINESS - NON-RESIDENT #18-102248-00-BL - ACTIVE
BURIEN GENERAL BUSINESS - NON-RESIDENT #09029 - ACTIVE

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

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 603099772 001 0001

Expires: Mar 31, 2027

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 1600
401 UNION ST
SEATTLE WA 98101-2668

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INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
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John Ryser
Director, Department of Revenue

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PACIFICA LAW GROUP
STE 1600
401 UNION ST
SEATTLE WA 98101-2668

CITY/COUNTY ENDORSEMENTS:

OCEAN SHORES GENERAL BUSINESS - NON-RESIDENT #25773 - ACTIVE
REDMOND GENERAL BUSINESS - NON-RESIDENT #RED12-000283 - ACTIVE
ABERDEEN GENERAL BUSINESS - NON-RESIDENT #216490 - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT #026413 - ACTIVE

LICENSING RESTRICTIONS:

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Not licensed to hire minors without a Minor Work Permit.

PARTNERS:

JESSICA SKELTON
CURTIS LEONARD
ZACHARY TOMLINSON
JON JURICH
ALISON BENGE
CHARLES CHAVEZ
DEANNA L GREGORY
PAUL J LAWRENCE
STACEY CRAWSHAW-LEWIS
JOHN DE LANOY

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John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 603099772 001 0001

Expires: Mar 31, 2027

PACIFICA LAW GROUP LLP
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401 UNION ST
SEATTLE WA 98101-2668

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John Ryser
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STATE OF WASHINGTON

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SEATTLE WA 98101-2668

JAMIE LISAGOR
ZACHARY PEKELIS
RICHARD MOORE
SARAH MACK
MATTHEW SEGAL
DENISE STIFFARM
BERKLEY GERALD JOHNSON
FAITH LI PETTIS
KAI SMITH

REGISTERED TRADE NAMES:
PACIFICA LAW
PACIFICA LAW GROUP
PLG

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John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 603099772 001 0001

Expires: Mar 31, 2027

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COVINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2026

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

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell WA 98041	**CONTACT NAME:** Teri Murphy **PHONE (A/C, No, Ext):** 425-489-4500 **FAX (A/C, No):** 425-485-8489 **E-MAIL ADDRESS:** now.info@hubinternational.com
INSURED PACILAW-01 Pacifica Law Group LLP 401 Union Street Ste 1600 Seattle WA 98101	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Casualty Insurance Company of America 19046 **INSURER B :** Travelers Property Casualty Company of America 25674 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1887836590 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6802T351030	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6802T351030	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 5,000			CUPB0499227	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UBB0499172	4/1/2026	4/1/2027	[ ] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Business Personal Property Tenants Improvements EDP			6802T351030	4/1/2026	4/1/2027	Special Form RC Blanket Limit	6,250,000

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

City of Spokane is an additional insured on the general liability policy per CG D1 05 04/94. CG T1 00 02/19. Waiver of Subrogation is included per CG D8 42 02/19. Notice of cancellation for the general liability policy per the attached form.

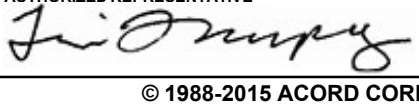
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
   a. Limits of Insurance – The following limits of liability apply:
      1. The limits which you agreed to provide; or
      2. The limits shown on the declarations,

      whichever is less.
   b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
   a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
   b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
      1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      2. Supervisory, inspection or engineering services.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SMALL BUSINESSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Who Is An Insured – Unnamed Subsidiaries

B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers

C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

D. Incidental Medical Malpractice

E. Blanket Waiver Of Subrogation

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

a. A limited liability company;

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

c. A trust;

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

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

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

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

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

1. The following replaces the first sentence of Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

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there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

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

   a. A limited liability company;

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

   c. A trust;

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

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

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

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**,

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of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

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

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

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

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

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

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

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

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

c. Liquor Liability

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

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

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**,or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

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

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

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

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

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to,or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidenital Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

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

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

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

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

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

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

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

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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ALAS
Attorneys' Liability Assurance Society

January 16, 2026

Pacifica Law Group LLP
401 Union Street
Suite 1600
Seattle, WA 98101-2668

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Pacifica Law Group LLP has Professional Liability Coverage under Policy LPL-1973-2026 with an annual limit of $15,000,000 per claim and $30,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is $250,000 each claim up to an aggregate of $500,000 and $100,000 each claim thereafter.

The Policy effective date is from January 1, 2026 to January 1, 2027.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP

By: Nancy Montroy Date: January 16, 2026

Nancy Montroy
Vice President – Director of Underwriting

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax
alas.com

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/20/2026		
Clerk's File #	OPR 2025-0054		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT		

Agenda Wording

The City has an existing contract with Zach Pekelis of PACIFICA LAW GROUP to provide outside counsel services and advice in the legal matter of Matthew Shea v. City of Spokane, et al. This amendment will increase the contract by $50,000 for a total contract amount of $200,000.

Summary (Background)

This lawsuit is brought against three current and three former City Council members wherein the plaintiff, Matt Shea, alleges a resolution passed by City Council in 2023 that censured former-Mayor Woodward violated various constitutional rights, including his right to free speech and practice his religion.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$** 50,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 50,000	**#** From Claims
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE		
Division Director			
Accounting Manager	LIPPS, JOSH		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Zach.Pekelis@pacificalawgroup.com	mpiccolo@spokanecity.org
sdhansen@spokanecity.org	Zach.Ray@us.davies-group.com

City Clerk's No. OPR 2025-0054

CITY OF SPOKANE

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP,** whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of **Shea v. Spokane, Washington, et. al**., United States District Court Eastern District of Washington, Cause No Cause No. 2:25-cv-00031-JAG, and

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

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

1. CONTRACT DOCUMENTS.
The Contract, dated January 16, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on March 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS** (**$50,000.00**), for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00)**. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

PACIFICA LAW GROUP

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-097

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Feb 20, 2026

Limited Liability Partnership

Unified Business ID #: 603099772
Business ID #: 001
Location: 0001
Expires: Mar 31, 2027

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 1600
401 UNION ST
SEATTLE WA 98101-2668

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SHELTON GENERAL BUSINESS - NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS #069370 - ACTIVE
COVINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
NORTH BEND GENERAL BUSINESS - NON-RESIDENT #022019.0 - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #41183 - ACTIVE
TUMWATER GENERAL BUSINESS - NON-RESIDENT #R-018193 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SNOHOMISH GENERAL BUSINESS - NON-RESIDENT #3221 - ACTIVE
MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #210108 - ACTIVE
FEDERAL WAY GENERAL BUSINESS - NON-RESIDENT #18-102248-00-BL - ACTIVE
BURIEN GENERAL BUSINESS - NON-RESIDENT #09029 - ACTIVE

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

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 603099772 001 0001

Expires: Mar 31, 2027

PACIFICA LAW GROUP LLP
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STE 1600
401 UNION ST
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Director, Department of Revenue

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PACIFICA LAW GROUP
STE 1600
401 UNION ST
SEATTLE WA 98101-2668

CITY/COUNTY ENDORSEMENTS:

OCEAN SHORES GENERAL BUSINESS - NON-RESIDENT #25773 - ACTIVE
REDMOND GENERAL BUSINESS - NON-RESIDENT #RED12-000283 - ACTIVE
ABERDEEN GENERAL BUSINESS - NON-RESIDENT #216490 - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT #026413 - ACTIVE

LICENSING RESTRICTIONS:

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Not licensed to hire minors without a Minor Work Permit.

PARTNERS:

JESSICA SKELTON
CURTIS LEONARD
ZACHARY TOMLINSON
JON JURICH
ALISON BENGE
CHARLES CHAVEZ
DEANNA L GREGORY
PAUL J LAWRENCE
STACEY CRAWSHAW-LEWIS
JOHN DE LANOY

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John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 603099772 001 0001

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JAMIE LISAGOR
ZACHARY PEKELIS
RICHARD MOORE
SARAH MACK
MATTHEW SEGAL
DENISE STIFFARM
BERKLEY GERALD JOHNSON
FAITH LI PETTIS
KAI SMITH

REGISTERED TRADE NAMES:
PACIFICA LAW
PACIFICA LAW GROUP
PLG

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John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2026

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

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell WA 98041	**CONTACT NAME:** Teri Murphy **PHONE (A/C, No, Ext):** 425-489-4500 **FAX (A/C, No):** 425-485-8489 **E-MAIL ADDRESS:** now.info@hubinternational.com
INSURED PACILAW-01 Pacifica Law Group LLP 401 Union Street Ste 1600 Seattle WA 98101	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Casualty Insurance Company of America 19046 **INSURER B :** Travelers Property Casualty Company of America 25674 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1887836590 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6802T351030	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6802T351030	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 5,000			CUPB0499227	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UBB0499172	4/1/2026	4/1/2027	[ ] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Business Personal Property Tenants Improvements EDP			6802T351030	4/1/2026	4/1/2027	Special Form RC Blanket Limit	6,250,000

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

City of Spokane is an additional insured on the general liability policy per CG D1 05 04/94. CG T1 00 02/19. Waiver of Subrogation is included per CG D8 42 02/19. Notice of cancellation for the general liability policy per the attached form.

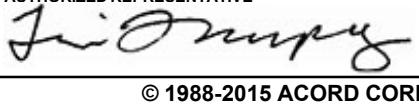
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
   a. Limits of Insurance – The following limits of liability apply:
      1. The limits which you agreed to provide; or
      2. The limits shown on the declarations,

      whichever is less.
   b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
   a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
   b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
      1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      2. Supervisory, inspection or engineering services.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SMALL BUSINESSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Who Is An Insured – Unnamed Subsidiaries

B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers

C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

D. Incidental Medical Malpractice

E. Blanket Waiver Of Subrogation

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

a. A limited liability company;

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

c. A trust;

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

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

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

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

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

1. The following replaces the first sentence of Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

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there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

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

   a. A limited liability company;

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

   c. A trust;

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

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

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

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**,

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of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

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

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

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

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

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

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

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

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

c. Liquor Liability

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

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

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**,or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

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

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

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

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

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to,or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidenital Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

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

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

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

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

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

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

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

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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ALAS
Attorneys' Liability Assurance Society

January 16, 2026

Pacifica Law Group LLP
401 Union Street
Suite 1600
Seattle, WA 98101-2668

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Pacifica Law Group LLP has Professional Liability Coverage under Policy LPL-1973-2026 with an annual limit of $15,000,000 per claim and $30,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is $250,000 each claim up to an aggregate of $500,000 and $100,000 each claim thereafter.

The Policy effective date is from January 1, 2026 to January 1, 2027.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP

By: Nancy Montroy Date: January 16, 2026

Nancy Montroy
Vice President – Director of Underwriting

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax
alas.com

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/21/2026		
Clerk's File #	OPR 2021-0722		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT		

Agenda Wording

Contract amendment with Summit Law Group, Seattle, WA re the Bacon, et al. v. City of Spokane, et al. action. This amendment will increase the contract by $300,000 for a total contract amount of $685,000.00.

Summary (Background)

The Michael Bacon, et al. v. City of Spokane, et al. action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington's COVID-19 vaccination mandate.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 300000	**#** From Claims
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE		
Division Director			
Accounting Manager	LIPPS, JOSH		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

chadm@SummitLaw.com	mpiccolo@spokanecity.org
sdhansen@spokanecity.org	Zach.Ray@us.davies-group.com

City Clerk's No. OPR 2021-0722

City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP, PLLC**, whose address is 315 5th Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a “party”, and together referenced as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

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

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

1. CONTRACT DOCUMENTS.
The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on February 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **SIX HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS ($685,000.00)**.

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

SUMMIT LAW GROUP, PLLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

26-096

License Information:

New search Back to results

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, P.L.L.C.

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2027	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2027	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2027	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2027	Apr-10-2019

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Issaquah General Business - Non-Resident				Active	Feb-28-2027	Jun-28-2018

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2027	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2027	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2027	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2027	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2027	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2027	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2027	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2027	Nov-07-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ANGER, KRISTIN D	
DANELO, ADA	
DIXON, HEATH	
STODDARD, KRISTIN	
YOUNKER, RODNEY B	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/10/2026 9:51:15 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported

SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2025

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		4031454583	5/1/2025	5/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			4031454583	5/1/2025	5/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR			4031455250	5/1/2025	5/1/2026	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		4031454583	5/1/2025	5/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2025

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

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PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starstone Specialty Insurance Company	44776
INSURER B : Indian Harbor Insurance Company	36940
INSURER C : QBE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	[X] CLAIMS-MADE [ ] OCCUR			LEO00442510P-00	5/1/2025	5/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[X] Lawyers Prof Liab						MED EXP (Any one person)	$
	[ ]						PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[X] OTHER: $50,000 Deductible Each Claim							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Prof Liab			LPE 9038760 06	5/1/2025	5/1/2026	Each Claim/Aggregate	5,000,000
C	Excess Prof Liab			100007229	5/1/2025	5/1/2026	Each Claim/Aggregate	5,000,000

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

Primary Professional Liability: Starstone Specialty Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate - $50,000 Deductible per claim
Excess Professional Liability: Indian Harbor Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
Excess Professional Liability: QBE Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate

(Total Professional Liability Limit is: $15,000,000 Per Occurrence/$15,000,000 Aggregate - $50,000 Deductible per claim)

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/21/2026		
Clerk's File #	OPR 2025-0564		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT		

Agenda Wording

Contract amendment with Summit Law Group, Seattle, WA re Kernkamp, et al. v. City of Spokane, et al. action. This amendment will increase the contract by $50,000 for a total contract amount of $100,000.00.

Summary (Background)

The Andrea Kernkamp v. City of Spokane, et. al., action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington's COVID-19 vaccination mandate.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$** 50,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 225000	**#** From Claims
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	SCHOEDEL, ELIZABETH		
Division Director			
Accounting Manager	LIPPS, JOSH		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

chadm@SummitLaw.com	mpiccolo@spokanecity.org
sdhansen@spokanecity.org	Zach.Ray@us.davies-group.com

City Clerk's No. OPR 2025-0564

City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP, PLLC**, whose address is 315 5th Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a “party”, and together referenced as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Andrea Kernkamp v. City of Spokane, et. al.; and

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

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

1. CONTRACT DOCUMENTS.
The Contract dated July 24, 2025, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on March 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

SUMMIT LAW GROUP, PLLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

26-099

License Information:

New search Back to results

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, P.L.L.C.

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2027	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2027	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2027	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2027	Apr-10-2019

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Issaquah General Business - Non-Resident				Active	Feb-28-2027	Jun-28-2018

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2027	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2027	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2027	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2027	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2027	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2027	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2027	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2027	Nov-07-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ANGER, KRISTIN D	
DANELO, ADA	
DIXON, HEATH	
STODDARD, KRISTIN	
YOUNKER, RODNEY B	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/10/2026 9:51:15 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported

SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2025

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PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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

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							MED EXP (Any one person)	$ 10,000
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	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			4031454583	5/1/2025	5/1/2026	BODILY INJURY (Per person)	$
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	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		4031454583	5/1/2025	5/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
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City of Spokane
c/o Sheila Hansen
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SUMMLAW-01 TMURPHY

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INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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	[X] OTHER: $50,000 Deductible Each Claim							$
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	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Prof Liab			LPE 9038760 06	5/1/2025	5/1/2026	Each Claim/Aggregate	5,000,000
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(Total Professional Liability Limit is: $15,000,000 Per Occurrence/$15,000,000 Aggregate - $50,000 Deductible per claim)

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
808 W. Spokane Falls Blvd.
Spokane, WA 99201

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AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/8/2026		
Clerk's File #	OPR 2023-0579		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	IPWQ #5803-23
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	CR28560
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	FACILITIES INTERMODAL FACILITY JANITORIAL SERVICES CONTRACT		

Agenda Wording

The Facilities Department utilizes contracted janitorial services for all cleaning needs at the Intermodal Facility. The scope includes both buildings on site - the Intermodal Building and the Parking Services Building.

Summary (Background)

The janitorial services include both buildings on site - the Intermodal Building and the Parking Services Building. In partnership with City Purchasing, a request for bids was issued in April of 2023. The low bidder was ABM Industry Groups, LLC. The contract is written as a 3-year agreement with two (2), 1-year extensions available. This is authorizing the second 1-year renewal for a cost of $152,896.56 for June 2026 to May 31, 2027.

What impacts would the proposal have on historically excluded communities?

N/A This work focuses on supporting Facility's core buildings.

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

N/A This work focuses on supporting Facility's core buildings.

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

N/A This work focuses on supporting Facility's core buildings.

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 This work focuses on supporting Facility's core buildings.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 152,896.56
Current Year Cost	$ 152,896.56
Subsequent Year(s) Cost	$

Narrative

The Year 5 costs are the same as year 4.

Amount		Budget Account
Expense	$ 73.063.55	# 5900-75510-18300-54906-89006 Intermodal 2026
Expense	$ 5,137.51	# 5900-75510-18300-54806-89013 Parking 2026
Expense	$ 10,988.60	# 5900-75510-18300-54906-81090 Amtrak 2026
Expense	$ 52,188.25	# 5900-75510-18300-54906-89006 Intermodal 2027
Expense	$ 3,669.65	# 5900-75510-18300-54906-89013 Parking 2027
Expense	$ 7,849.00	# 5900-75510-18300-54906-81090 Amtrak 2027

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	Recurring

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

A portion of the janitorial costs are billed back to the tenants.

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	ACCOUNTING -	BROWN, SKYLER
Division Director	BOSTON, MATTHEW	PURCHASING	WAHL, CONNIE
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Eddie.Nielsen@abm.com	Jonathan.Bowen@abm.com
klong@spokanecity.org	kbustos@spokanecity.org
facilitiesaccounting@spokanecity.org	karcher@spokanecity.org
laga@spokanecity.org	

City Clerk's No. OPR 2023-0579

CITY OF SPOKANE

CONTRACT RENEWAL
2 of 2

Title: INTERMODAL FACILITY JANITORIAL SERVICES

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

WHEREAS, the purpose of this Agreement is to provide Intermodal Facility - Janitorial Services; and

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

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

1. CONTRACT DOCUMENTS.
The original Contract, dated July 5, 2023 and July 6, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

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

3. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED NINETY-SIX AND 56/100 DOLLARS** (**$152,896.56**), plus applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

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

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

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

26-060

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 28C07EA7-6CF3-46FC-AAB2-C65D08FA586E

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.

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

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

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Karl Bowen Name of Certifying Official (Type or Print) Branch Manager Title of Certifying Official (Type or Print)	Karl Bowen Signature 6/18/2025 Date (Type or Print)

License Information:

New search Back to results

Entity name: ABM INDUSTRY GROUPS, LLC

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

Entity type: Limited Liability Company

UBI #: 604-075-772

Business ID: 001

Location ID: 0003

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Airway Heights General Business - Non-Resident	12995			Active	Jan-31-2027	Jan-18-2019
Cheney General Business - Non-Resident	BUS2017-031			Active	Jan-31-2027	Feb-14-2019
Colville General Business - Non-Resident	000730.0			Active	Jan-31-2027	May-30-2017
Deer Park General Business - Non-Resident				Active	Jan-31-2027	Apr-12-2017
Liberty Lake General Business - Non-Resident				Active	Jan-31-2027	Apr-12-2017
Pullman General Business - Non-Resident				Active	Jan-31-2027	Aug-20-2024
Ritzville General Business - Non-Resident				Active	Jan-31-2027	Jul-01-2019
Spokane General Business				Active	Jan-31-2027	Apr-12-2017
Spokane Valley General Business - Non-Resident				Active	Jan-31-2027	Apr-12-2017

Owners and officers on file with the Department of Revenue

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

Registered Trade Names

Filter

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

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

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/9/2026 10:02:45 AM

Contact us

How are we doing?
Take our survey!

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/03/2025

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : ACE American Insurance Company — 22667 INSURER B : ACE Property & Casualty Insurance Company — 20699 INSURER C : QBE Specialty Insurance Company — 11515 INSURER D : Beazley Insurance Company Inc — 37540 INSURER E : AIG Specialty Insurance Company — 26883 INSURER F : American Home Assurance Company — 19380

COVERAGES **CERTIFICATE NUMBER:** W41657998 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $1,000,000 SIR [X] XCU GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	XSL G48953335	11/01/2025	11/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 2,000,000 $ Excluded $ 2,000,000 $ 6,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	ISAH11380931	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	XEU G27910865 011	11/01/2025	11/01/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCU C72623496	11/01/2025	11/01/2026	[ ] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Stop Gap PR $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			130007484	07/01/2025	07/01/2026	Each Claim Aggregate Retention	$5,000,000 $5,000,000 $1,000,000

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

Self Insured States: CA, IL, MI, OH, OR, WA.

SEE ATTACHED

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Worksite Location: 824 N Monroe St Spokane, WA 99201
Description of Job: PUBLIC DEFENDERS OFFICE

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

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

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

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883
POLICY NUMBER: CPO 16081985 EFF DATE: 05/01/2025 EXP DATE: 05/01/2026

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

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
POLICY NUMBER: 080768613 EFF DATE: 05/01/2025 EXP DATE: 05/01/2026

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

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667

POLICY NUMBER: ISAH11380931 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

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

ADDITIONAL REMARKS:

Automobile Liability includes Excess Garage keepers Liability.

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WILLIS TOWERS WATSON CANCELLATION NOTICE

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

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

Project:
See Page 1

Cancellation Terms:

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

Cancellation Terms Apply to the Following Coverages:

All policies listed on the enclosed certificate

BLANKET ADDITIONAL INSURED

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

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

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

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

whichever is less.

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

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

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

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

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

_____

Authorized Representative

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

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

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

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

All Other Terms And Conditions Remain Unchanged.

_____

Authorized Representative

ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

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

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

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

_____
Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Schedule

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

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

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

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

_____
Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

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

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

SCHEDULE

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

_____
Authorized Representative

RECOVERY FROM OTHERS

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Specific Excess Workers Compensation and Employer's Liability Policy

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

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

SCHEDULE

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

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

_____
Authorized Representative

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/9/2026		
Clerk's File #	OPR 2023-1224		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	RFQ 5873-23
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES/WATER DEPARTMENT MAIN OFFICE REBUILD AMENDMENT		

Agenda Wording

The Facilities Department, in partnership with the Water Department, has contracted with Integrus Architecture P.S. for the completion of all Architectural & Engineering work related to improvements at the Water Department Main Office. This amendment provides additional dollars to the contract to accommodate addition scope of service.

Summary (Background)

Integrus Architecture P.S. has been contracted to complete the necessary A&E drawings and specifications required to complete the Phase 1/Phase 2 renovation and rehabilitation of the Water Department's Main Office at 914 E. North Foothills Drive. This amendment captures additional work scope generated by changes to the mechanical systems and mechanical infrastructure that supports the heating and cooling of this building and future buildings on the campus.

What impacts would the proposal have on historically excluded communities?

As a critical City service, the Water Department provides services to all areas of the City. It is their mission to provide efficient and effective services, maintaining the delivery of exceptional water services to all areas of the community, included but not limited to historically excluded communities. This work furthers that mission by providing a healthy, safe, modern and highly efficient workspace for the Water Department.

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

The reconstruction of these facilities will result in measurable increases in energy efficiency, reduced concerns for employee health, reduced facility repairs, and set the stage for additional energy efficiency gains as future work transitions additional building on the Water Department Campus to geothermal heating and cooling. This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

The reconstruction of these facilities will result in measurable increases in energy efficiency, reduced concerns for employee health, reduced facility repairs, and set the stage for additional energy efficiency gains as future work transitions additional building on the Water Department Campus to geothermal heat and cooling.

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 investment moves the Water Department ahead as a good steward of community resources, providing a sustainable, highly efficient, cost-effective facility for the Water Department while supporting the ratepayers over the long term with lower energy consumption and costs, reduced facility maintenance costs, and efficient use of the existing property.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 239,158.00
Current Year Cost	$ 239,158.00
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 239,158.00	# 4100-42490-94340-56501-11027
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

This is funded by the Water Department Utility Fund

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	PURCHASING	
Division Director	BOSTON, MATTHEW		
Accounting Manager	LIPPS, JOSH		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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jteal@spokanecity.org	kbustos@spokanecity.org
wateraccounting@spokanecity.org	

City Clerk's No. OPR 2023-1224

CITY OF SPOKANE

CONTRACT AMENDMENT/EXTENSION

Title: WATER DEPARTMENT MAIN CAMPUS OFFICE RENOVATION/RECONSTRUCTION

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INTEGRUS ARCHITECTURE,** whose address is 10 S. Cedar St, Spokane, WA 99204, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform The Water Department Main Campus - Office Renovation/Reconstruction Design and Construction Management Services, and

WHEREAS, due to unforeseen conditions, additional work is required and the time for performance has been extended, thus the original Contract needs to be formally amended and extended this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated November 29, 2023 and November 30, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment/Extension shall become effective on April 1, 2026, and shall end October 31, 2027.

3. ADDITIONAL WORK.
The original contract is amended to include the additional work set forth in the April 1, 2026 Proposal, attached hereto.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED THIRTY-NINE THOUSAND ONE HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS** (**$239,158.00**), plus applicable sales tax, for everything furnished and done under this Contract Amendment/Extension. This is the maximum amount to be paid under this Amendment and shall

not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

INTEGRUS ARCHITECTURE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments to this Amendment:
Consultant's April 1, 2026 Proposal

26-087

INTEGRUS
A COLLABORATION OF YGH & INTEGRUS ARCHITECTURE

February 27, 2026

Dave Steele
Project Manager / Real Estate Manager
City of Spokane

RE: 22257.00 Water Department Administration Building, Additional CA Services

Dear Dave:

We are pleased to submit the following proposal for additional construction administration (CA) services for the Water Department Administration Building project. This proposal addresses the need for additional hourly CA fees to complete Phase 2 construction administration. The scope of services described below includes a summary of our services and proposed compensation.

SCOPE OF SERVICES

Phase 1 CA for this project has required effort beyond the original contract allowance. The original phase 1 allowance has been spent and we are currently utilizing the Phase II budget to cover remaining work. The original contract included $123,012 for Phase II CA Assistance. To date, $57,044 has been earned against this allowance, with a remaining balance of $65,968. We anticipate using approximately $20,000 more of the phase II value to complete Phase 1 CA, leaving approximately $45,000 in that budget. To maintain adequate CA support through Phase 2 construction, we are requesting an increase of $85,000 to the Phase II hourly CA fee authorization to establish a total Phase 2 CA budget of $130,000 for architectural and structural services.

Integrus will provide the following construction administration services on an hourly basis:

Phase 1 CA Completion: Review and processing of remaining submittals, RFIs, and change orders. Site observation visits as required. Coordination with contractors and consultants to do Phase 1 punch list items and closeout.

Phase 2 CA Services: Submittal review, RFI responses, site observation visits, construction progress meetings, change order review, punch list development, and project closeout support.

707 SW WASHINGTON ST
SUITE 1200
PORTLAND, OR 97205
503.221.0150 | OFFICE
503.295.0840 | FAX

117 S MAIN ST
SUITE 100
SEATTLE, WA 98104
206.628.3137 | OFFICE
206.628.3138 | FAX

10 S CEDAR ST
SPOKANE, WA 99201
PO BOX 1482 (99210)
509.838.8681 | OFFICE
509.838.2194 | FAX

DELIVERABLES

No additional deliverables are anticipated for this scope of work. CA documentation including field reports, submittal logs, and RFI logs will be maintained as part of standard CA services.

EXCLUSIONS

This proposal excludes services beyond those listed above, including but not limited to design modifications, additional engineering services, cost estimating, commissioning, and preparation of record drawings. Any additional services requested will be addressed separately.

SCHEDULE

Phase 1 CA completion services will proceed immediately upon authorization and are anticipated to continue for approximately two to three months. Phase 2 CA services will be provided for the duration of Phase 2 construction.

COMPENSATION

- **Compensation for Scope of Services**

  Integrus will provide professional services based on the scope of services described above as follows:

Phase 2 CA Additional Allowance (Hourly NTE)	$85,000.00

- **Consultants**

Consultant Fee	**N/A**

- **Reimbursable Expenses**
  Reimbursable expenses are not anticipated for this scope of work.

Reimbursable Expenses	**Not Anticipated**

TOTAL ADD SERVICES PROPOSAL	**$85,000.00**

If you agree with the terms stated herein, please prepare an amendment for our review. Please feel free to contact us if you have any questions. Thank you for the opportunity to continue working on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.

Steven Clark

Steven Clark, AIA

Architect | Associate Principal

pc: Project File

License Information:

New search Back to results

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: Professional Service Corporation

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Mailing address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm			View Architects	Active	Jun-30-2026	Sep-02-2011
Minor Work Permit				Active	Jun-30-2026	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2026	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2026	Oct-15-2012

Page 1 of 2

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	
CARTER, BRIAN	
CLARK, STEVEN	
DANIEL, THERESA	
DONNELLY, PATRICK	
GRAPER, ROBERT	
LARSEN, KANDIS	
LUEDEMAN, JEFFEREY	
NEIGER, STEVE	
ROBBINS, THOMAS	

Owners and officers	Title
SACHS, LORETTA	
SANDERSON, JESSICA	
SCHAFER, SAM	

Registered Trade Names

Registered trade names	Status	First issued
INTEGRUS ARCHITECTURE, P.S.	Active	Apr-17-1991
WMFL	Active	Oct-01-1986
YGH ARCHITECTURE	Active	Jul-19-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/10/2025 9:31:44 AM

Contact us

How are we doing?
Take our survey!

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

Client#: 325330 INTEGARC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/03/2025

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

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

PRODUCER	CONTACT NAME: Wendy Christeson
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: wendy.christeson@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B : Everest National Insurance Company	10120
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Integrus Architecture, P.S.
10 South Cedar St.
Spokane, WA 99204

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	52SBAAF6217	05/30/2025	05/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	52SBAAF6217	05/30/2025	05/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X		52SBAAF6217	05/30/2025	05/30/2026	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	52SBAAF6217 WA STOP GAP	05/30/2025	05/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Professional Liability Incl Pollution		X	AAEP000833251	05/30/2025	05/30/2026	$5,000,000 per claim $5,000,000 annl aggr.	

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

RE: All Operations.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City of Spokane, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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AEKZR

BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

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

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

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

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

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

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

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

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

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

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

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

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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

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

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

c. Liquor Liability

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

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

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

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

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

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

This exclusion applies:

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

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

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

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

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

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section **D.** LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

1. The General Aggregate Limit under Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE applies separately to each of your "projects".

2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".

5. The provisions of Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G.** LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY - WASHINGTON

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph **B., EXCLUSIONS**, is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" that is a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b**. and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

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4. With respect to this coverage, the following additional exclusions apply:

a. Fellow Employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to the operation of a "hired auto" and "non-owned auto", Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a"hired" auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an " auto".

(2) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", (partners if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" or "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's auto by you or your employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. With respect to the operation of a "non-owned auto":

1. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

   With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the EMPLOYEE INDEMNIFICATION AND

EMPLOYER'S LIABILITY Exclusion is replaced by the following:

This insurance does not apply to "bodily injury" to:

(a) An "employee" of the insured arising out of and in the course of employment by the insured; or

(b) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

F. The following definitions are added:

LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

A "non-owned auto" is an "auto" you do not own including but not limited to:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow; this does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other

auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto" means any "auto" that you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

a. "Autos" owned by your "employees" or partners (if you are a partnership), or members (if you are a limited liability company) or your "executive officers" or members of their households but only while used in your business or your personal affairs.

b. Customer's "auto" that is in your care, custody or control for service**.**

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES

This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. SENTINEL INSURANCE COMPANY, LIMITED

52 SBA AF6217 05/30/25 TO 05/30/26

Type of Coverage	Applicable Limits
(X) Business Liability - including:	Bodily Injury and Property Damage Liability Combined
	$2,000,000 each occurrence
	$4,000,000 general aggregate
Employees as Additional Insureds Contractual Liability Limited Non-Owned Watercraft Additional Insureds Damages To Premises Rented To You	Property Damage Liability $1,000,000 each occurrence
(X) Personal and Advertising Injury	$2,000,000
(X) Products/Completed Operations	$4,000,000 Prod./Comp. Ops. aggregate
(X) Hired Auto and Non-Owned Auto	$2,000,000 Limit of Liability

B.

( ) Comprehensive Automobile Liability - Owned Automobiles	Bodily Injury Liability each person each accident Property Damage Liability each accident
( ) Non-Owned Automobiles	
( ) Hired Automobiles	Bodily Injury and Property Damage Liability Combined each accident
( ) Uninsured Motorist	each occurrence

C. THE HARTFORD 10WECBJ1LU4 05/30/25 TO 05/30/26

(X) Employer's Liability	$1,000,000 each accident* $1,000,000 each employee by disease* $1,000,000 total policy by disease*

D.

( ) Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES (Continued)

POLICY NUMBER: 52 SBA AF6217

Carrier, Policy Number and Policy Period:
E.

Type of Coverage	Applicable Limits
( ) Foreign Commercial General Liability- including:	each occurrence
Personal and Advertising Injury	Personal and Advertising Injury aggregate
Products/Completed Operations	Products/Completed Operations aggregate
( ) Foreign Contingent Auto Liability	each accident
( ) Foreign Employer's Liability	each accident * each employee by disease* total policy by disease*

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

2. No **Extended Reporting Period** is available to any **Insured** who is suspended or resigns from the practice of providing **Professional Services** in lieu of suspension, in any state where the **Insured** has a license or right to provide **Professional Services**.
3. There shall be no coverage for any **Claim(s)** otherwise subject to coverage under this Section VII, if there is any other insurance in effect that would apply to such **Claim(s)**.
4. No **Extended Reporting Period** is renewable.
5. The Limit of Liability applicable to any **Extended Reporting Period** shall be part of, and not in addition to, the Limit of Liability for the **Policy Period** and the fact that the coverage provided by this Policy may be extended by the purchase or availability of an **Extended Reporting Period** shall not in any way renew, replenish or increase the Aggregate Limit of Liability stated in ITEM 3 of the Declarations nor change the scope of coverage available under this Policy.
6. An offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this extension of coverage.
7. All notices and premium payments made under this Section VII shall be submitted to the Insurer by the **Named Insured**.

SECTION VIII - ORGANIZATIONAL CHANGES

Acquisition of the Named Insured

If, during the **Policy Period**, either of the following events occur:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity; or
2. the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to a **Claim** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place prior to such merger or acquisition. As of the effective date of the merger of acquisition, coverage under this Policy will cease with respect to **Claims** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place after such merger or acquisition. This Policy may not be cancelled after the effective time of such merger or acquisition, and the entire premium for this Policy shall be deemed fully earned as of such time.

SECTION IX - OTHER INSURANCE

If **Loss** resulting from any **Claim** is insured under any other valid and collectible professional liability, cyber liability, general liability or similar insurance to the insurance provided under this Policy, then this Policy shall apply only excess to the deductible or retention, if applicable, and limit of liability of such other insurance whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Liability provided in this Policy.

SECTION X - SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, including any rights the **Insured** may have against any other **Insured** who personally participated or personally acquiesced in or remained passive after having knowledge of any dishonest, intentionally wrongful, fraudulent, criminal, or malicious act, error or omission. The **Insured** shall do whatever is necessary to secure and collect upon such right. The **Insured** shall do nothing to prejudice such rights. Provided however, if the **Insured** has waived its rights to subrogate against a third party through a written agreement made before a circumstance or **Wrongful Act** giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

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License Information:

New search Back to results

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: Professional Service Corporation

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Mailing address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm			View Architects	Active	Jun-30-2026	Sep-02-2011
Minor Work Permit				Active	Jun-30-2026	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2026	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2026	Oct-15-2012

Page 1 of 2

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	
CARTER, BRIAN	
CLARK, STEVEN	
DANIEL, THERESA	
DONNELLY, PATRICK	
GRAPER, ROBERT	
LARSEN, KANDIS	
LUEDEMAN, JEFFEREY	
NEIGER, STEVE	
ROBBINS, THOMAS	

Owners and officers	Title
SACHS, LORETTA	
SANDERSON, JESSICA	
SCHAFER, SAM	

Registered Trade Names

Registered trade names	Status	First issued
INTEGRUS ARCHITECTURE, P.S.	Active	Apr-17-1991
WMFL	Active	Oct-01-1986
YGH ARCHITECTURE	Active	Jul-19-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/10/2025 9:31:44 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/16/2026		
Clerk's File #	OPR 2024-0101		
Cross Ref #	OPR 2024-0006		
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	DAN WORDELL X6456	**Requisition #**	
Contact E-Mail	DWORDELL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CONTRACT FOR STATE & LOCAL CYBER SECURITY GRANT PROGRAM (SLCGP)		

Agenda Wording

Contract related to SBO in support of grant amendment to add project #3, Cyber Training for Public Works, with already approved grant funds from the Washington Military Dept. and US DHS.

Summary (Background)

The state Cybersecurity Planning Committee awarded the City of Spokane additional funding for a third project, the Public Works: Cyber Training for Water, Wastewater, Wastewater Treatment staff. The full 2033 SLCGP grant amount was increased from $260,983 to $307,078, an increase of $46,096, funding the third project, Cyber Training for Public Works.

What impacts would the proposal have on historically excluded communities?

Not applicable, IT security related

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

Not applicable, IT security related

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

Not applicable, IT security related

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

Not applicable, IT security related

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$** $46,096
Current Year Cost	**$** $46,096
Subsequent Year(s) Cost	**$** 0

Narrative

The full 2033 SLCGP grant amount was increased from $260,983 to $307,078, an increase of $46,096

Amount		**Budget Account**
Revenue	**$** $46,096	**#** 5300-97312-99999-33397
Expense	**$** $46,096	**#** 5300-97312-18850-54201
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	MARTINEZ, LAZ	**ACCOUNTING -**	BROWN, SKYLER
Division Director			
Accounting Manager	LIPPS, JOSH		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

SBO Request
Finance & Administration Committee

Committee Date	April 27, 2026
Submitting Department	IT
Fund to Receive Budget (if different from submitting dept)	
Contact Name	Dan Wordell
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – SLCGP Grant Additional Funding – Cyber Training
Grant Item	☒ Yes ☐ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the 2027-2028 biennium budget? **What are the budget codes? (Accountant-provided)**	During the statewide SLCGP project solicitation, the state Cybersecurity Planning Committee awarded the City of Spokane additional funding. This funding is for a third project for Public Works: Cyber Training for Water, Wastewater, Wastewater Treatment staff. The full 2033 SLCGP grant amount was increased from $260,983 to $307,079, an increase of $46,096. This project provides Industrial Control Systems (ICS) training to Operational Technology (OT) teams to strengthen the cybersecurity posture of our critical infrastructure systems. The Washington State Auditor's Office conducted vulnerability assessments for Water, Wastewater, and Wastewater Treatment programs. Cyber Security training was identified as a need across these departments. The requested training would focus on understanding Industrial Control System environments and applying security practices specific to OT. This initiative enhances workforce readiness, reduces operational risk, and ensures our teams are prepared to protect critical OT systems from evolving cyber threats. 5300-97312-99999-33397 – $46,096 – Dept of Homeland Security – direct Fed 5300-97312-18850-54201 – $46,096 – Contractual Svcs – training contract

Fiscal Impact
Revenue: $46,096
Appropriation: $46,096

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Grant
Is this funding source sustainable for future years, months, etc? N/A

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

Other budget impacts: (FTE related?) N/A

Return to budget@spokanecity.org and allow up to one week for drafting.

Washington State Military Department
AMENDMENT

1. SUBRECIPIENT NAME/ADDRESS:	2. GRANT NUMBER:	3. AMENDMENT NUMBER:
Spokane, City of **808 W Spokane Falls Blvd** **Spokane, WA 99201**	**E24-266**	**4**

4. SUBRECIPIENT CONTACT, PHONE/EMAIL:	5. DEPARTMENT CONTACT, PHONE/EMAIL:
Dan Wordell 509-625-6456 **dwordell@spokanecity.org**	**Jocelyn Overby 253-512-7226** **jocelyn.overby@mil.wa.gov**

6. EIN:	7. ASSISTANCE LISTINGS # & TITLE:	8. FEDERAL AWARD ID # (FAIN):
91-6001280	**97.137 (23SLCGP)**	**EMW-2023-CY-00042**

9. FUNDING AUTHORITY:

The Washington State Military Department (Department) and the **US Department of Homeland Security** (DHS)

10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:

An additional project was selected for funding by the Cybersecurity Planning Committee. The Work Plan and Budget are updated accordingly. Additionally, the end date is extended to allow for completion of the additional project.

Changes are noted in red font, strikethrough, and grey highlight.

11. AMENDMENT TERMS AND CONDITIONS:

1. **Change** the Grant Agreement Amount **from** $260,983 **to** $307,079, an increase of $46,096, as described on Page 2 of this Amendment.
2. **Change** the Grant Agreement End Date **from** March 31, 2026 **to** May 31, 2027, as described on Page 2 of this Amendment.
3. **Change** Attachment A, SPECIAL TERMS AND CONDITIONS, Article I-Key Personnel, as described on Page 2 of this Amendment.
4. **Change** the Revision 1 Work Plan, Attachment D, as described on Page 2 of this Amendment.
5. **Change** the Revision 1 Budget, Attachment E, as described on Page 2 of this Amendment.
6. **Change** the Revision 2 Timeline, Attachment F, as described on Page 2 of this Amendment.

This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment:

FOR THE DEPARTMENT:

Signature Date
Seth Daniel Nickerson, Chief Financial Officer
Washington State Military Department

BOILERPLATE APPROVED AS TO FORM:

_____/Signature on file/_____
David B. Merchant, Assistant Attorney General 10/11/2021

FOR THE SUBRECIPIENT:

Signature Date
Alexander Scott, City Administrator
City of Spokane

APPROVED AS TO FORM (if applicable):

Applicant's Legal Review Date

Washington State Military Department
Amendments to Agreement E24-266

1. **Change the Grant Agreement Amount from $260,983 to $307,079 an increase of $46,096.**
   a. Agreement Face Sheet, Box 2. ~~$260,983~~ $307,079
   b. Original Budget, Attachment E, with Revision 2 Budget, Attachment E.
2. **Change Attachment A, Article I-Key Personnel.**
   a. Attachment A, SPECIAL TERMS AND CONDITIONS, Article 1-Key Personnel, under SUBRECIPIENT:
      i. Replace Michelle Murray with Yan Wang (see below).
      ii. Replace Chris McDonald with Skyler Brown (see below).
   b. Attachment A, SPECIAL TERMS AND CONDITIONS, Article 1-Key Personnel, under DEPARTMENT:
      i. Replace Grant Miller with General Information (see below).

	SUBRECIPIENT		DEPARTMENT
Name	**Dan Wordell**	Name	**Jocelyn Overby**
Title	**Information Security Officer**	Title	**Program Coordinator**
Email	**dwordell@spokanecity.org**	Email	**jocelyn.overby@mil.wa.gov**
Phone	**509-625-6456**	Phone	**253-512-7226**
Name	~~**Michelle Murray**~~ **Yan Wang**	Name	**Melissa Berry**
Title	~~**Director of Accounting and Grants**~~ **Accountant**	Title	**Program Manager**
Email	~~**mmurray@spokanecity.org**~~ **ywang@spokanecity.org**	Email	**melissa.berry@mil.wa.gov**
Phone	~~**509-625-6320**~~ **509-625-6471**	Phone	**253-512-7065**
Name	~~**Chris McDonald**~~ **Skyler Brown**	Name	~~**Grant Miller**~~**General Information**
Title	~~**Network Engineer**~~ **Grants and Contracts Financial Manager**	Title	~~**Program Assistant**~~
Email	~~**cmcdonald@spokanecity.org**~~ **sbrown@spokanecity.org**	Email	~~**grant.miller@mil.wa.gov**~~ **Preparedness.Grants@mil.wa.gov**
Phone	~~**509-625-6734**~~ **509-625-6294**	Phone	~~**253-512-7145**~~

3. **Change the Revision 1 Work Plan, Attachment D.**
   a. Revision 1 Work Plan, Attachment C, with Revision 2 Work Plan, Attachment D.
4. **Change the Revision 1 Budget, Attachment E.**
   a. Revision 1 Budget, Attachment E, with Revision 2 Budget, Attachment E.
      i. Grant Agreement Amount from $260,983 to $307,079, an increase of $46,096
5. **Change the Revision 2 Timeline, Attachment F.**
   a. Revision 2 Timeline, Attachment D, with Revision 3 Timeline, Attachment F.

Revision 2 WORK PLAN

FY 2023 State and Local Cybersecurity Grant Program

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

PROJECT DESCRIPTION

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

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

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

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

GAP BEING ADDRESSED

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

IMPACT

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

OUTCOME

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

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

PROJECT DESCRIPTION

This project will replace critical infrastructure network switches located in the River Protection Water Reclamation Facility (RPWRF) - Wastewater Treatment Plant, affectionately called the poop plant. These critical network switches

are no longer supported by the vendor, and many have not been power cycled in over 9 years. By upgrading these Operational Technology (OT) critical switches that run within the SCADA and PLC networks, we will be addressing the risk of running on unsupported hardware, unsupported software, and providing network visibility to device status and reachability. These new switches will enable network dataflow information to be sent to plant Human-Machine Interface (HMI) system and significantly increase network traffic visibility.

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

GAP BEING ADDRESSED

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

IMPACT

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

OUTCOME

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

PROJECT #3 TITLE ***Public Works: Cyber Training for Water, Wastewater, Wastewater Treatment Staff (Project #3)***

PROJECT DESCRIPTION

This project provides Industrial Control Systems (ICS) training to Operational Technology (OT) teams to strengthen the cybersecurity posture of our critical infrastructure systems. The Washington State Auditor's Office conducted vulnerability assessments for Water, Wastewater, and Wastewater Treatment programs. Cyber Security training was identified as a need across all of these organizations. The requested training would focus on understanding Industrial Control System environments and applying security practices specific to OT. This training initiative would improve current internal training practices by delivering standardized, expert-led instruction focused specifically on ICS environments. Implementation will include identifying participants, scheduling sessions, and coordinating with the training provider. Upon completion, team members will be equipped to better secure and manage ICS assets, proactively respond to threats, and support compliance with cybersecurity regulations. This initiative enhances workforce readiness, reduces operational risk, and ensures our teams are prepared to protect critical OT systems from evolving cyber threats. We intend to leverage the SANS Winter Buy Program to purchase training for these critical infrastructure teams.

GAP BEING ADDRESSED

A cybersecurity training gap was identified in the State Auditor's Office Cybersecurity Assessment conducted in January 2025. The assessment revealed that technical teams within the Public Works department, particularly those responsible for maintaining and operating Operational Technology (OT) and Industrial Control Systems (ICS), lacked adequate cybersecurity training tailored to their specialized environments. During the assessment interviews, all Public Works technical teams consistently indicated the need for targeted training to better understand, manage, and secure the critical infrastructure networks under their purview. This project will help address the identified training gap, increase preparedness, and enhance the security posture of our City's critical operational technologies.

IMPACT

This project will continue to add value as the Water and Wastewater teams implement new Operational Control room systems. This training will help them implement ICS Cybersecurity best practices on these critical systems.

OUTCOME

Cybersecurity training will be provided to all Public Works Critical Infrastructure OT staff, this includes Water, Wastewater, and Wastewater Treatment. This will strengthen our Cybersecurity practices by ensuring all staff members are well trained.

Upon completion of the training project, the City's Public Works department will be better equipped to protect the Operational Technology (OT) systems that support critical infrastructure. Staff will gain specialized cybersecurity skills, essential for defending against threats, detecting vulnerabilities, and responding effectively to incidents within these environments.

This effort will directly benefit key stakeholders. Department leaders, compliance teams, and OT personnel will have increased confidence in the organization's ability to manage cybersecurity risks. Additionally, the training will foster stronger coordination across Public Works divisions by promoting a unified approach to cybersecurity practices and incident response.

Revision 2 BUDGET

FY 2023 State and Local Cybersecurity Grant Program

City of Spokane

AGREEMENT AMOUNT ~~$260,983~~ **$307,079**

PROJECT #1

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

PROJECT #2

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

PROJECT #3

	SOLUTION AREA						
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	**TOTAL**
Salaries & Benefits	$0	$0		$0	$0	$0	**$0**
Supplies	$0	$0		$0	$0	$0	**$0**
Travel/Per Diem	$0	$0		$0	$0	$0	**$0**
Contractor/Consultant	$0	$0		$0	$0	$0	**$0**
Passthrough	$0	$0	$0	$0	$0		**$0**
Other	$0	$0	$0	$46,096	$0	$0	**$46,096**
Equipment			$0				**$0**
SUBTOTAL	$0	$0	$0	$46,096	$0	$0	$46,096
Indirect							**$0**
TOTAL	**$0**	**$0**	**$0**	**$46,096**	**$0**	**$0**	**$46,096**

Revision 3 TIMELINE

FY 2023 State and Local Cybersecurity Grant Program

DATE	*TASK*
December 1, 2023	Grant Agreement start date
NLT February 28, 2024	Complete NCSR
July 15, 2024	Submit Progress Report ** time period 12/1/2023 - 6/30/2024*
January 5, 2025	Submit Progress Report ** time period 7/1/2024 - 12/31/2024*
July 15, 2025	Submit Progress Report ** time period 1/1/2025 - 6/30/2025*
NLT December 30, 2025	Complete NCSR
January 5, 2026	Submit Progress Report ** time period 7/1/2025 - 12/31/2025*
July 15, 2026	Submit Progress Report ** time period 1/1/2026 - 6/30/2026*
January 5, 2027	Submit Progress Report ** time period 7/1/2026 - 12/31/2026*
~~March 31, 2026~~ May 31, 2027	Grant Agreement end date
~~May 15, 2026~~ July 15, 2027	Submit Final Reimbursement Request and Closeout Report

~~*October 1st annually*~~	~~*Nationwide Cybersecurity Review (NCSR) opens for input*~~ ~~*https://www.cisecurity.org/ms-isac/services/ncsr*~~

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/29/2026
Clerk's File #	OPR 2026-0423
Cross Ref #	ORD C36876
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JACQUI 4109
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.O
Agenda Item Type	Contract Item
Council Sponsor(s)	BWILKERSON MCATHCART KTELIS
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	ACCEPTANCE OF GRANT FUNDS – CJTC BLEA TRAINING FACILITY

Agenda Wording

The Spokane Police Department is requesting permission to accept grant funding in the amount of $727,500 from the Washington State Department of Commerce for the construction of a new CJTC BLEA training building at the SPD academy training site.

Summary (Background)

The Dept of Commerce awarded the Spokane Police Department grant funds to be used for the construction of a new CJTC BLEA training facility at the academy training center. This funding was approved by Governor Ferguson in the 2025-2027 State Capital Budget for $750,000. The Dept of Commerce will retain 3% of the award for administering the project. SPD's net grant award is $727,500. SPD will combine this funding with an additional $1,150,000 approved in the 2026 Substitute Senate Bill (SSB) 6003 for a total of $1,877,500 state funding for this project.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 727,500.00
Current Year Cost	$ 727,500.00
Subsequent Year(s) Cost	$

Narrative

SPD's net grant award is $727,500. SPD will combine this funding with an additional $1,150,000 approved in the 2026 Substitute Senate Bill (SSB) 6003 for a total of $1,877,500 state funding for this project.

Amount		Budget Account
Expense	$ 727,500.00	# 1620-91846-94210-56501-99999
Revenue	$ 727,500.00	# 1620-91846-99999-33442-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GBYRD	PS EXEC REVIEW	GBYRD
Division Director	GBYRD	ACCOUNTING -	DUFFEY, ANDREW
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
	spdfinance@spokanepolice.org
spdexecutivestaff@spokanepolice.org	

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.

Sincerely,

Addeline Craig, Managing Director
Community Capital Facilities

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 05/18/2026

Date Rec'd	4/29/2026		
Clerk's File #	OPR 2026-0424		
Cross Ref #	RES 2025-0098		
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ALEX 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	824 N MONROE PURCHASE AND SALE AGREEMENT		

Agenda Wording

Purchase and sale agreement for the City of Spokane property at 824 N Monroe.

Summary (Background)

The Real Estate Review Committee (RERC) met on October 8th, 2025 to discuss the potential surplus of two city locations, which are comprised of 3 Spokane County Tax Parcels, 4707 North Addison, 426 East Broad, and 824 North Monroe. The consensus of the committee was to declare these properties surplus to the City's needs and proceed with the steps necessary to complete the surplus and sale process. The Council adopted Resolution 2025-0098, approving the disposition of these properties, which included 824 North Monroe

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 purchase and sale agreement is consistent with Resolution 2025-0098

Council Subcommittee Review

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

Narrative

The revenue from the sale of this property will go into General Fund reserves pursuant to Resolution 2025-0098.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	

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NAI Black
Commercial Real Estate Services, Worldwide.

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Spokane, WA 99201
Phone: (509) 623-1000
Fax: (509) 622-3500

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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/

Docusign Envelope ID: C27B521F-18AE-4430-BAF7-5AFEC017C3FF

NAI Black
Commercial Real Estate Services, Worldwide.

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

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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
- ☒ 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. In addition, Seller shall provide Buyer notice prior to the end of the Feasibility Period if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS_D or any different process identified in Seller's defeasance notice to Buyer.

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. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within 45 days (30 days if not filled in) (the "Feasibility Period") of Mutual Acceptance stating that this condition is satisfied. Buyer shall have an option to extend the Feasibility Contingency one addition thirty (30) day period with an increase of the earnest money deposit by fifteen thousand dollars ($15,000), which shall become non-refundable and immediately released to the Seller, but applied to the purchase price if Buyer closes in accordance with this agreement. If such notice is timely given, the feasibility contingency stated in this Section 5 shall be deemed to be satisfied.

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. Buyer shall determine within the Feasibility Period: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any

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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. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining the Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing. Buyer may continue to enter the Property in accordance with the foregoing terms and conditions after removal or satisfaction of the feasibility contingency only for the purpose of leasing or to satisfy conditions of financing.

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 ☒ 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. The title report shall be issued by Ticor Title (a title company of Seller's choice, if not completed). If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.

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. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The closing date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected

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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 Ticor 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 ☒ 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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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 ☒ 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

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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. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly-discovered information such that a representation provided for above was false.

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: ☒ 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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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 ☒ 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. If the "may not" option is selected and the words "and/or assigns" or similar words are used to identify the Buyer, then this Agreement may be assigned with notice to Seller but without Seller's consent only to an entity which is controlled by or under common control with the Buyer identified in this Agreement. Any other assignment requires Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of the Seller financing.

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***):

☒ 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***):

☒ 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. Notwithstanding Section 20 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

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. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the 2nd business day (if not filled in, the second business day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer, the Selling Broker or the licensed office of the Selling Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to and shall be effective when received by that party.

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. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party.

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. The commission shall be apportioned 50/50 between Listing Firm and Selling Firm as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, the Listing Firm shall pay to Selling Firm a commission of 3% of the sale price. In addition to a sales commission, the Seller shall also pay the Listing and Selling Firm a leasing commission of six percent (6%) of the NNN rent for the initial term only. Said fee shall be split 50/50 by the Listing and Selling Firm.

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

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 DELILVER 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 AHLL NEGOTIATE IN GOOD FAITH ON TH ELANGUAGE OF THE ELASE 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.

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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

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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:

Name: _____
Address: _____
Business Phone: _____
Fax: _____
Mobile Phone: _____
Email: _____

Courtesy Copy of Notices to Seller to:

Name: _____
Address: _____
Business Phone: _____
Fax: _____
Mobile Phone: _____
Email: _____

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PURCHASE & SALE AGREEMENT
(CONTINUED)

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

Buyer: Ryan Best

DocuSigned by:
Buyer _____ _____ Signature
4FE6E55A2A6240D...

Date signed 3/23/2026

Buyer: Beth Pierce

Signed by:
Buyer Beth Pierce _____ Signature
A4D27B6135024F6...

Date signed 3/23/2026

Seller: City of Spokane

Seller _____
Signature and title

Date signed _____

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(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.

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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

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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 Initial BP Date 3/23/2026 Seller _____ Date _____

Buyer _____ Initial _____ Date 3/23/2026 Seller _____ Date _____

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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: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/18/2026

Date Rec'd	4/21/2026		
Clerk's File #	ORD C36871		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	JON SNYDER 6069	**Requisition #**	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – SRHD EMERGENCY STREETS		

Agenda Wording

This grant funding originates from the Washington State Department of Health (DOH) and is passed through the Spokane Regional Health District (SRHD) and will be used to purchase traffic control equipment.

Summary (Background)

This funding will be used to purchase traffic control equipment needed for the Emergency Streets pilot, separately funded through a grant from the Washington Traffic Safety Commission (already accepted). Traffic control equipment may include candles, cones, barrels, signage, and other items needed to implement the pilot program May-September 2026.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	$ 10,000
Current Year Cost	$ 10,000
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 10,000	# 1360-91133-XXXXX-53502-XXXXX
Revenue	$ 10,000	# 1360-91133-99999-33449-XXXXX
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA	**MANAGEMENT &**	MILLER, JACOB
Division Director	STRATTON, JESSICA	**ACCOUNTING -**	BROWN, SKYLER
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
jsnyder@spokanecity.org	jmiller@spokanecity.org
nzollinger@spokanecity.org	

ORDINANCE NO C36871

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT GRANT FUNDING FROM THE WASHINGTON STATE DEPARTMENT OF HEALTH FOR TRAFFIC CONTROL EQUIPMENT, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the 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 General Fund Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $10,000.
A) Of the increased revenue, $10,000 is provided solely from the Washington State Department of Health.

2) Increase appropriation by $10,000.
A) Of the increased appropriation, $10,000 is provided solely for minor equipment.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept grant funding from the Washington State Department of Health, passed through the Spokane Regional Health District, to purchase traffic control equipment, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/18/2026

Date Rec'd	4/15/2026		
Clerk's File #	ORD C36872		
Cross Ref #			
Project #			
Submitting Dept	HEARING EXAMINER	**Bid #**	
Contact Name/Phone	KARL 625-6012	**Requisition #**	
Contact E-Mail	KGRANRATH@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SBO - HEARING EXAMINER - OFFICE ASSISTANCE		

Agenda Wording

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO PAY FOR OFFICE ASSISTANCE DURING THE CIVIL SERVICE HIRING PROCESS, AND DECLARING AN EMERGENCY.

Summary (Background)

Hearing Examiner's Office is currently an office of two. In mid-January 2026, the existing Attorney Assistant left City employment, leaving the Hearing Examiner to handle all official and administrative tasks alone. The Hearing Examiner has contracted with Robert Half to provide a temporary employee to assist the office operations. The department needs to pay these temp invoices. From: 0570-51500-57210-51001 Base Wages (Attorney Assistant) To: 0570-51500-57210-54201 Contractual Services $16,371 (contract payments to Robert Half) $14,659 (conversion fee for hiring employee before working minimum hours) $31,030 - total due to Robert Half

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

Council Subcommittee Review

Not applicable

Fiscal Impact

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

Narrative

Salary savings from a position vacancy are being used to pay these invoices, so this is not a budget increase.

Amount		Budget Account
Expense	$ (31,030)	# 0570-51500-57210-51001-99999
Expense	$ 31,030	# 0570-51500-57210-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reallocation

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

No, this is a one-time salary savings pull the budgeted difference of a top step employee resigning and hiring an incumbent at a lower step.

Expense Occurrence	One-Time

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

Administrative assistance on a temporary timeframe.

Approvals		Additional Approvals	
Dept Head	PICCOLO, MIKE	MANAGEMENT &	MILLER, JACOB
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	ywang@spokanecity.org
hhaws@spokanecity.org	kgranath@spokanecity.org

ORDINANCE NO C36872

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO PAY FOR OFFICE ASSISTANCE DURING THE CIVIL SERVICE HIRING PROCESS, AND DECLARING AN EMERGENCY.

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

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

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

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

1) Decrease appropriation by $31,030.
A) Of the decreased appropriation, $31,030 is removed solely from base wages in the Hearing Examiner’s Office.

2) Increase appropriation by $31,030.
A) Of the increased appropriation, $31,030 is provided solely for contractual services in the Hearing Examiner’s Office.

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 pay for office assistance during the Civil Service hiring process, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/18/2026

Date Rec'd	4/16/2026		
Clerk's File #	ORD C36873		
Cross Ref #	OPR 2024-0101		
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	DAN WORDELL X6456	**Requisition #**	
Contact E-Mail	DWORDELL@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SBO FOR STATE & LOCAL CYBER SECURITY GRANT PROGRAM (SLCGP)		

Agenda Wording

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT AN AMENDMENT TO STATE AND LOCAL CYBERSECURITY GRANT AWARD, AND DECLARING AN EMERGENCY.

Summary (Background)

During the statewide SLCGP project solicitation, the state Cybersecurity Planning Committee awarded the City of Spokane additional funding for a third project, the Public Works: Cyber Training for Water, Wastewater, Wastewater Treatment staff. The full 2033 SLCGP grant amount was increased from $260,983 to $307,078, an increase of $46,096, funding the third project, Cyber Training for Public Works. This grant program is originated by the U.S. Department of Homeland Security (DHS), with some or all of the City's funding being passed through the Washington State Military Department.

What impacts would the proposal have on historically excluded communities?

Not applicable, IT security related

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

Not applicable, IT security related

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

Not applicable, IT security related

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

Not applicable, IT security related

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ $46,096
Current Year Cost	$ $46,096
Subsequent Year(s) Cost	$ 0

Narrative

This grant project provides Industrial Control Systems (ICS) training to Operational Technology (OT) teams to strengthen the cybersecurity posture of our critical infrastructure systems.

Amount		Budget Account
Revenue	$ $46,096	# 5300-97312-99999-33397-99999
Expense	$ $46,096	# 5300-97312-18850-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

NA - One time expense

Expense Occurrence	One-Time

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

None

Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	MANAGEMENT &	MILLER, JACOB
Division Director		ACCOUNTING -	BROWN, SKYLER
Accounting Manager	LIPPS, JOSH		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

ORDINANCE NO C36873

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT AN AMENDMENT TO STATE AND LOCAL CYBERSECURITY GRANT AWARD, 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 Management Information Systems (IT) 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 Management Information Systems (IT) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $46,096.
A) Of the increased revenue, $46,096 is provided solely for receipt of award from Department of Homeland Security.

2) Increase appropriation by $46,096.
A) Of the increased appropriation, $46,096 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept an amendment to State and Local Cybersecurity Grant award, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

SBO Request
Finance & Administration Committee

Committee Date	April 27, 2026
Submitting Department	IT
Fund to Receive Budget (if different from submitting dept)	
Contact Name	Dan Wordell
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – SLCGP Grant Additional Funding – Cyber Training
Grant Item	☒ Yes ☐ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the 2027-2028 biennium budget? **What are the budget codes? (Accountant-provided)**	During the statewide SLCGP project solicitation, the state Cybersecurity Planning Committee awarded the City of Spokane additional funding. This funding is for a third project for Public Works: Cyber Training for Water, Wastewater, Wastewater Treatment staff. The full 2033 SLCGP grant amount was increased from $260,983 to $307,079, an increase of $46,096. This project provides Industrial Control Systems (ICS) training to Operational Technology (OT) teams to strengthen the cybersecurity posture of our critical infrastructure systems. The Washington State Auditor's Office conducted vulnerability assessments for Water, Wastewater, and Wastewater Treatment programs. Cyber Security training was identified as a need across these departments. The requested training would focus on understanding Industrial Control System environments and applying security practices specific to OT. This initiative enhances workforce readiness, reduces operational risk, and ensures our teams are prepared to protect critical OT systems from evolving cyber threats. 5300-97312-99999-33397 – $46,096 – Dept of Homeland Security – direct Fed 5300-97312-18850-54201 – $46,096 – Contractual Svcs – training contract

Fiscal Impact
Revenue: $46,096
Appropriation: $46,096

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Grant
Is this funding source sustainable for future years, months, etc? N/A

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

Other budget impacts: (FTE related?) N/A

Return to budget@spokanecity.org and allow up to one week for drafting.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/18/2026

Date Rec'd	4/22/2026
Clerk's File #	ORD C36874
Cross Ref #	RES 2026-0027
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	TIRRELL BLACK X6185
Contact E-Mail	TBLACK@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	SPECIAL BUDGET ORDINANCE – WA COMMERCE COMPREHENSIVE PLAN

Agenda Wording

This SBO establishes the budget for the second phase of grant funding from the Washington State Department of Commerce to assist with periodic updates to the Comprehensive Plan.

Summary (Background)

The Washington State Department of Commerce has appropriated funding to cities to assist with periodic updates to the Comprehensive Plan. The city was awarded a total of $325,000 in 2024, but this award has been issued in multiple phases. Phase 1 has already been budgeted and was $162,500. Phase 2 (this SBO) is a total of $123,668. Phase 3 is expected to be $38,832.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 123,668
Current Year Cost	$ 123,668
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Revenue	$ 123,668	# 1360-94175-99999-33442-20267
Expense	$ 123,668	# 1360-94175-58620-54201-20267
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	BLACK, TIRRELL	MANAGEMENT &	MILLER, JACOB
Division Director	BLACK, TIRRELL	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	smacdonald@spokanecity.org
sgardner@spokanecity.org	tblack@spokanecity.org
eking@spokanecity.org	jmiller@spokanecity.org
nzollinger@spokanecity.org	klouden@spokanecity.org

SBO Request
Finance & Administration Committee

Committee Date	April 27, 2026
Submitting Department	Planning
Fund to Receive Budget (if different from submitting dept)	1360 (General Fund Grants)
Contact Name	Tirrell Black x6185
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – WA Commerce Comprehensive Plan Grant
Grant Item	☒ Yes ☐ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the 2027-2028 biennium budget? **What are the budget codes? (Accountant-provided)**	The Washington State Department of Commerce has appropriated funding to cities to assist with periodic updates to the Comprehensive Plan. The city was awarded a total of $325,000 in 2024, but this award has been issued in multiple phases. Phase 1 has already been budgeted and was $162,500. Phase 2 (this SBO) is a total of $123,668. Phase 3 is expected to be $38,832. Revenue: 1360-94175-99999-33442-20267 $123,668 Expense: 1360-94175-58620-54201-20267 $123,668

Fiscal Impact
Revenue: $123,668
Appropriation: $123,668

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Grant
Is this funding source sustainable for future years, months, etc? No

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

Other budget impacts: (FTE related?)

Return to budget@spokanecity.org and allow up to one week for drafting.

ORDINANCE NO C36874

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT GRANT FUNDING PROVIDED BY THE DEPARTMENT OF COMMERCE TO UPDATE THE COMPREHENSIVE PLAN, AND DECLARING AN EMERGENCY.

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

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

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

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

1) Increase revenue by $123,668.
A) Of the increased revenue, $123,668 is provided solely from the Department of Commerce.

2) Increase appropriation by $123,668.
A) Of the increased appropriation, $123,668 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept grant funding provided by the Department of Commerce to update the City’s Comprehensive Plan, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

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

Committee Agenda type: Discussion

Council Meeting Date: 05/18/2026

Date Rec'd	4/29/2026
Clerk's File #	ORD C36876
Cross Ref #	OPR 2026-0423
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JACQUI 4109
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.O
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	BWILKERSON MCATHCART KTELIS
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?**
Agenda Item Name	SPECIAL BUDGET ORDINANCE – PUBLIC SAFETY & JUDICIAL GRANT FUND

Agenda Wording

Special budget ordinance increasing appropriations of the Public Safety & Judicial Grant Fund and the General Capital Improvements Fund, for the acceptance of Washington State Department of Commerce grant funding of $727,500, and acceptance of State Capital funding through Substitute Senate Bill (SSB) 6003, for the construction of a new CJTC Basic Law Enforcement Academy (BLEA) training facility.

Summary (Background)

The Dept of Commerce awarded the Spokane Police Department grant funds to be used for the construction of a new Criminal Justice Training Center (CJTC) Basic Law Enforcement Academy (BLEA) training facility at the academy training center. This funding was approved by Governor Ferguson in the 2025-2027 State Capital Budget for $750,000. The Dept of Commerce will retain 3% of the award for administering the project. SPD's net grant award is $727,500. Additionally, on April 1st, 2026 Governor Ferguson approved Substitute Senate Bill 6003 - State Capital Budget, which appropriated $1,150,000 to the Spokane Police Dept for the construction of a new CJTC BLEA training facility at the academy training center.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,877,500.00
Current Year Cost	$ 1,877,500.00
Subsequent Year(s) Cost	$

Narrative

Increase: revenue and appropriation by $727,500 in the Public Safety & Judicial Grant Fund Increase: revenue and appropriation by $1,150,000 in the General Capital Improvements Fund

Amount		Budget Account
Expense	$ 727,500.00	# 1620-91846-94210-56501-99999
Revenue	$ 727,500.00	# 1620-91846-99999-33442-99999
Expense	$ 1,150,000.00	# 3160-11460-94210-56501-99999
Revenue	$ 1,150,000.00	# 3160-11460-99999-33469-99999
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GBYRD	MANAGEMENT &	GBYRD
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

	spdfinance@spokanepolice.org
spdexecutivestaff@spokanepolice.org	

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:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____ _____

Mayor Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/18/2026

Date Rec'd	4/23/2026
Clerk's File #	ORD C36875
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MICHAEL 625-6257
Contact E-Mail	MCATHCART@SPOKANECITY.ORG
Agenda Item Type	Emergency Ordinance
Council Sponsor(s)	MCATHCART BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	ORDINANCE MAKING TECHNICAL CORRECTION TO EVICTION RESOURCES

Agenda Wording

An Ordinance of the City of Spokane making technical corrections recently enacted eviction prevention provisions, amending Section 10.57.160 of the Spokane Municipal Code, and declaring an emergency.

Summary (Background)

On February 2, 2026, the City Council enacted Ordinance C36808, establishing new provisions for eviction prevention, effective on June 1, 2026. As worded, Ordinance C36808 created a potential conflict with the existing code language regarding the effective date. This ordinance corrects the potential conflict and declares an emergency to ensure the correction occurs before June 1.

What impacts would the proposal have on historically excluded communities?

Not applicable. Technical correction only.

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

Not applicable. Technical correction only.

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

Not applicable. Technical correction only.

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 makes technical corrections to SMC 10.57.160 to ensure its effective date is clearly set forth in the SMC.

Council Subcommittee Review

None

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

ORDINANCE C36875

An Ordinance of the City of Spokane making technical corrections recently enacted eviction prevention provisions, amending Section 10.57.160 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, on February 2, 2026, the City Council enacted Ordinance C36808, establishing new provisions for eviction prevention; and

WHEREAS, as enacted, Ordinance C36808 was intended to become effective on June 1, 2026; and

WHEREAS, as enacted, Ordinance C36808 amended Section 10.57.160.B of the Spokane Municipal Code relating to notice of residential rent increases, but also created a potential conflict with the existing code language relating to the effective date; and

WHEREAS, the City Council desires to correct the potential conflict before the effective date of Ordinance C36808; and

WHEREAS, the potential conflict in code language was only recently discovered, and consequently is sudden, unexpected, and requires immediate action to prevent or mitigate the threat of conflicting code provisions on June 1; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the resulting confusion and harm from the code conflict without causing or exacerbating harm to the community or government functions; and.

WHEREAS, the Spokane City Council finds that this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

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

Section 1. That section 10.57.160 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.160 Minimum Notice to Increase Rent

A landlord may not increase residential rent except in accordance with this section.

A. Any rental agreement or renewal of a rental agreement entered into after ((~~the effective date of this ordinance~~)) <u>June 23, 2024</u> shall include, or shall be deemed to include, a provision requiring not less than:

1. One hundred twenty days' written notice for rent increases equal to or less than three percent; or

2. One hundred eighty days' written notice for rent increases greater than three percent.

3. In a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, the rental agreement shall instead provide at least 30 days' prior written notice of an increase in the amount of rent to each affected tenant.

B. Any notice of residential rent increase shall specify the percentage of the rent increase, the amount of the new rent, and the date on which the increase becomes effective ((~~and shall contain a notice of eviction prevention pursuant to SMC 10.57.220~~)).

Commencing June 1, 2026, the notice of residential rent increase shall contain a notice of eviction prevention resources pursuant to SMC 10.57.220.

C. Any notice of a residential rent increase shall be served in accordance with RCW 59.12.040.

D. For purposes of this section, the term "rent" shall have the meaning set forth in RCW 59.18.030 (29), as amended from time to time.

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.

Section 4. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 of the Spokane Municipal Code and

Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

_____

Mayor

_____

Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/18/2026

Date Rec'd	4/22/2026		
Clerk's File #	RES 2026-0035		
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	TIRRELL BLACK 509-625-6185	**Requisition #**	
Contact E-Mail	TBLACK@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION ADOPTING A PREFERRED ALTERNATIVE GROWTH MAP FOR		

Agenda Wording

This resolution adopting a Preferred Alternative Growth Map provides staff and the community guidance on development of a Future Land Use Plan Map, a component of the City's Comprehensive Plan and part of the Periodic Update to the Comprehensive Plan known as PlanSpokane 2046. The City Plan Commission hearing on Preferred Alternative Growth Map was held on April 14, 2026. The Plan Commission recommends approval; Plan Commission Findings are included in this agenda packet. A Staff Report and Attachments included detailed map sections are also included in the agenda packet. Project website: PlanSpokane.org.

Summary (Background)

This packet contains the draft Preferred Alternative Map which was recommended by Plan Commission to City Council at Plan Commission's April 14, 2026, Public Hearing.

What impacts would the proposal have on historically excluded communities?

This will be analyzed in Racially Disparate Impacts work around housing and in the Environmental Impact Statement.

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

Data sources for Environmental Impact Statement are from state and federal sources.

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

A five-year check in (due in 2031) will check population growth, housing unit production, greenhouse gas inventory and VMT (vehicle miles traveled). Other data required is yet to be established by WA Commerce.

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?

Update to City's Comprehensive Plan will be reviewed by Plan Commission and adopted by City Council in 2026.

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

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RESOLUTION NO. 2026-0035

A RESOLUTION adopting a Preferred Alternative map for future growth as part of the PlanSpokane 2046 periodic update to the Comprehensive Plan to meet local population and housing allocations and reflect community vision; directing the City of Spokane Planning Department to develop a Final Programmatic Environmental Impact Statement reflecting the preferred alternative; and adopting a Preferred Alternative map for future growth will allow staff to prepare a Comprehensive Plan in conformance with this vision.

WHEREAS, the Washington State Growth Management Act (GMA) was passed in 1990, and codified in Chapter 36.70A RCW, requiring jurisdictions such as the City of Spokane to plan and address ways to accommodate growth consistent with the requirements of the GMA; and

WHEREAS, the GMA establishes mandatory elements of a comprehensive plan in RCW 36.70A.070 including but not limited to land use, housing, capital facilities, economic development, utilities, transportation, and parks and recreation; and

WHEREAS, comprehensive plans provide policies, guidelines, and frameworks for the growth within the jurisdiction within a given timeframe, with comprehensive plans pursuant to GMA typically providing a twenty-year outlook; and

WHEREAS, the City conducted the Spokane Horizons citizen participation process to develop the first comprehensive plan under GMA, which was adopted by ORD C32847 on May 21, 2001; and

WHEREAS, in accordance with RCW 36.70A.130, an adopted comprehensive plan shall be subject to continuing evaluation and review, with the City conducting updates in 2006, 2012, 2014, and 2017, in addition to yearly amendments as found appropriate by the City; and

WHEREAS, the schedule established by RCW 36.70A.130(5)(c) sets a deadline for the next periodic review for the City of Spokane to be completed by December 31, 2026; and

WHEREAS, the Washington State Legislature frequently passes bills that adjust the requirements of GMA, with recent GMA updates requiring compliance at the time of Spokane's periodic update due in 2026; and

WHEREAS, Spokane City Council approved the initiation of climate planning as part of the periodic update through RES 2024-0038 on April 22, 2024; and

WHEREAS, the Spokane City Council adopted Resolution 2024-0099 on October 28, 2024, directing City of Spokane Planning & Economic Development Department to initiate the periodic review of the City's Comprehensive Plan by conducting community engagement, analyzing growth alternatives, and conducting an environmental impact statement (EIS) in conformance with the Growth Management Act; and

WHEREAS, the Spokane City Council approved OPR 2024-0909 on October 28, 2024, accepting the Washington State Department of Commerce Grant to commence a periodic update of the City of Spokane Comprehensive Plan; and

WHEREAS, the State Environmental Policy Act (SEPA) requires an Environmental Impact Statement (EIS) for planning decisions that provide the basis for later project review, including comprehensive plans; and

WHEREAS, the Planning & Economic Development Department ("The Department") secured the services of BERK Consulting ("the consultant") and their sub-contractors to assist in the development of the EIS and related analysis; and

WHEREAS, The Department held an internal scoping and mapping exercise workshop on December 5, 2024 to kick off internal collaboration with City departments; and

WHEREAS, the City of Spokane issued a Determination of Significance (DS) and Request for Comments on Scope of EIS for the City's Comprehensive Plan Periodic Update on February 5, 2025, in compliance with SEPA requirements, with a 60-day comment period ending April 7, 2025; and

WHEREAS, during the SEPA scoping period, the City of Spokane held an Agency and Tribal Workshop on February 19, 2025; and

WHEREAS, during the SEPA scoping period, the City held community visioning to gather community feedback on desired future growth, including a Visioning Workshop Series in March 2025 with four community workshops distributed throughout the city as well as virtual engagement opportunities including an online survey, with over 300 community responses; and

WHEREAS, based on public feedback heard during the SEPA scoping period, three draft growth alternatives of how to address state requirements while meeting the community visions were developed; and

WHEREAS, the City held a Future Growth and Guiding Policies Workshop Series in November 2025 with four community workshops distributed throughout the city and over 100 attendees, gathering community feedback on the growth alternatives and future policy considerations for the comprehensive plan; and

WHEREAS, the City of Spokane issued a Notice of Availability of Draft Environmental Impact Statement (DEIS) and Notice of SEPA Infill Exemption and Raising of Minor New Construction Thresholds on December 18, 2025 in compliance with SEPA requirements, with a 61-day comment period ending February 18, 2026; and

WHEREAS, the City published a legal notice of the Draft EIS comment period in the Spokesman Review on December 18, 2025; and

WHEREAS, The Department conducted extensive outreach with various online and in-person methods during the Draft EIS comment period, including a project website, virtual lunch and learn presentation on January 13, 2026, email updates to interested parties, online information sharing through a GIS story map, blog posts, social media, and in-person Listening Hours throughout January and February 2026; and

WHEREAS, following a request for extension of time, the City extended the Draft EIS public comment period an additional 15 days to end on March 5, 2026; and

WHEREAS, the City received 205 written comments on the Draft EIS during the public comment period as part of the public record, and all timely and substantial comments were reviewed and considered in the development of the preferred alternative; and

WHEREAS, the development of the preferred alternative was shaped by the public comments and full project engagement throughout the process, the environmental review in the Draft EIS, and the plan values of PlanSpokane 2046; and

WHEREAS, the preferred alternative is composed of a combination of the different alternatives as the preferred direction for future growth and investment for the City; and

WHEREAS, the Spokane Plan Commission held workshops on the preferred alternative on January 14, February 25, and March 11, 2026; and

WHEREAS, given the responsibility to make recommendations to the City Council for consideration for adoption of comprehensive plan amendments by City Charter, the Spokane Plan Commission held a public hearing on the preferred alternative on April 14, 2026, with a hearing notice published in the Spokesman Review on April 7, 2026; and

WHEREAS, the Spokane Plan Commission received 38 written public comments and 12 verbal testimonies at the public hearing; and

WHEREAS, the Spokane Plan Commission deliberated and voted 5 to 1 to recommend approval of a resolution recognizing the preferred alternative as identified in Exhibit A; and

WHEREAS, upon adoption of the preferred alternative by City Council, The Department will develop a Final EIS analyzing the impact of the preferred alternative and responding to all public comments received during the public comment period; and

WHEREAS, the Final EIS will use the Spokane Regional Transportation Council (SRTC) employment forecast to support regional consistency; and

WHEREAS, in compliance with RCW 36.70A.070, Comprehensive Plan – Mandatory elements, the Final EIS will demonstrate compliance with the city's forecasted future population as well as housing units by income band, following guidance from WA State Department of Commerce and HB 1220 (2023);

WHEREAS, The Department will develop a future land use plan map and complete updates the comprehensive plan based on the direction provided by the preferred alternative; and

WHEREAS, the periodic update will be conducted in conformance with Spokane County Countywide Planning policies; and

WHEREAS, The Department will continue to proactively partner with all City departments throughout the process; and

WHEREAS, between May 2024 and March 2026, The Department gave over 50 presentations related to the PlanSpokane 2046 periodic update to Plan Commission, City Council, and various City boards and commissions, and gave over 15 presentations to community groups; and

WHEREAS, between May 2024 and March 2026, The Department had over 20 community events, tabling opportunities, and virtual ways to be involved, amounting to over 4,400 individual community touchpoints and conversations; and

WHEREAS, community members will continue to be able to submit comments on the Final EIS and updated comprehensive plan throughout the periodic update process, consistent with the requirements of Chapter 36.70A RCW; and

WHEREAS, the legislative body of a jurisdiction is required to take action in order to complete the periodic update and each adopted ordinance or resolution must explicitly state that the action is part of the periodic update; and

WHEREAS, by City Charter, adoption by the City Council is the formal step necessary to make comprehensive plan amendments official city policy; and

WHEREAS, upon the completion of reviewing and revising of the comprehensive plan, legislative action will occur to formally conclude the periodic review process and note that all necessary actions have been completed.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the preferred alternative as presented in Exhibit A is adopted to meet local population and housing allocations and reflect community vision and that staff are directed to develop a final Environmental Impact Statement and Comprehensive Plan to reflect the adopted preferred alternative.

ADOPTED by the City Council this _____day of _____,2026.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

CITY OF SPOKANE PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON PREFERRED ALTERNATIVE MAP FOR PLANSPOKANE 2046 COMPREHENSIVE PLAN PERIODIC UPDATE

A recommendation of the City of Spokane Plan Commission to the City Council for the adoption of a Preferred Alternative map for future growth as part of the PlanSpokane 2046 periodic update to the Comprehensive Plan to meet local population and housing allocations and reflect community vision, and to direct the City of Spokane Planning & Economic Development Department to develop a final Environmental Impact Statement and Comprehensive Plan to reflect the Preferred Alternative consistent with state laws.

FINDINGS OF FACT:

A. The Washington State Growth Management Act (GMA) was passed in 1990, and codified in Chapter 36.70A RCW, requiring jurisdictions such as Spokane to plan and address ways to accommodate growth consistent with the requirements of the GMA.
B. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the GMA.
C. In accordance with RCW 36.70A.130, an adopted comprehensive plan shall be subject to continuing evaluation and review, with the City conducting updates in 2006, 2012, 2014, and 2017, in addition to yearly amendments as found appropriate by the City.
D. The schedule established by RCW 36.70A.130(5)(c) sets a deadline for the next periodic review for the City of Spokane to be completed by December 31, 2026.
E. The Spokane City Council adopted Resolution 2024-0099 on October 28, 2024, directing City of Spokane Planning & Economic Development Department to initiate the periodic review of the City's Comprehensive Plan by conducting community engagement, analyzing growth alternatives, and conducting an Environmental Impact Statement (EIS) in conformance with the Growth Management Act.
F. The State Environmental Policy Act (SEPA) requires an Environmental Impact Statement (EIS) for planning decisions that provide the basis for later project review, including comprehensive plans.
G. The City of Spokane issued a Determination of Significance (DS) and Request for Comments on Scope of EIS for the City's Comprehensive Plan Periodic Update on February 5, 2025, in compliance with SEPA requirements, with a 60-day comment period ending April 7, 2025.
H. During the SEPA scoping period, the City of Spokane held an Agency and Tribal Workshop on February 19, 2025.
I. During the SEPA scoping period, the City held community visioning to gather community feedback on desired future growth, including a Visioning Workshop Series in March 2025 with four community workshops distributed throughout the city as well as virtual engagement opportunities including an online survey, with over 300 community responses.
J. Based on public feedback heard during the SEPA scoping period, three draft growth alternatives of how to address state requirements while meeting the community visions were developed.
K. The City held a Future Growth and Guiding Policies Workshop Series in November 2025 with four community workshops distributed throughout the city and over 100 attendees, gathering community feedback on the growth alternatives and future policy considerations for the comprehensive plan.

L. The City of Spokane issued a Notice of Availability of Draft Environmental Impact Statement (DEIS) and Notice of SEPA Infill Exemption and Raising of Minor New Construction Thresholds on December 18, 2025 in compliance with SEPA requirements, with a 61-day comment period ending February 18, 2026. Following a request for extension of time, the City extended the Draft EIS public comment period an additional 15 days to end on March 5, 2026.
M. The City published a legal notice of the Draft EIS comment period in the Spokesman Review on December 18, 2025.
N. Planning Services conducted extensive outreach with various online and in-person methods during the Draft EIS comment period, including a project website, virtual lunch and learn presentation on January 13, 2026, email updates to interested parties, online information sharing through a GIS story map, blog posts, social media, and in-person Listening Hours throughout January and February 2026.
O. The City received 205 written comments on the Draft EIS during the public comment period as part of the public record, and all timely and substantial comments were reviewed and considered in the development of the Preferred Alternative.
P. The development of the Preferred Alternative map was shaped by the public comments and full public engagement throughout the process, the environmental review in the Draft EIS, and the plan values of PlanSpokane 2046; and the Preferred Alternative was composed of a combination of the different alternatives as the preferred direction for future growth and investment for the City.
Q. The Spokane Plan Commission held public workshops on the Preferred Alternative map on January 14, February 25, and March 11, 2026.
R. The draft Preferred Alternative map includes an increase in moderate-high density housing near major transit lines and within areas with planned capacity, increased mixed-use and commercial uses throughout the city, including within the moderate-high density housing areas, to support current and future residents, and increased employment and industrial uses to support local jobs and economic opportunities.
S. The draft Preferred Alternative map is intended to meet all state requirements, including meeting population and housing allocations, and to reflect the community's vision for the future.
T. In addition to the 205 written comments received during the Draft EIS public comment period, an additional 38 comments were submitted for the Plan Commission public hearing. All comments were forwarded to the Plan Commission for consideration.
U. A public hearing notice was published in the Spokesman-Review on April 7, 2026 and all interested parties, including Neighborhood Councils, agencies, and community members who had submitted comments were directly notified of the hearing.
V. On April 14, 2026, the Plan Commission held a public hearing on the draft Preferred Alternative map, including taking of verbal testimony, and closed the public record on that date.
    a. 12 member(s) of the public provided verbal testimony at the hearing.
W. The Plan Commission deliberated and voted 5 to 1 to recommend approval of a resolution recognizing the Preferred Alternative map.
X. The Plan Commission finds that the Preferred Alternative map, as recommended, meets the intent and requirements of state criteria and public participation guidance.
Y. The Plan Commission recommends that subsequent work on the Future Land Use Map as well as zoning and code updates consider neighborhood context and include robust neighborhood input.

CONCLUSIONS:

Based upon the agenda packet materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendations), SEPA review, agency and public comments received, and public testimony presented, the Plan Commission makes the following conclusions for the selection of the PlanSpokane 2046 Preferred Alternative map:

1. The Spokane Plan Commission, as recommending body to City Council, evaluated and reviewed the PlanSpokane 2046 Draft Environmental Impact Statement, public comments, and staff analysis in the process of selecting a Preferred Alternative map.
2. The proposed Preferred Alternative map is consistent with state law requirements, supports housing and employment opportunities throughout the city, and is expected to meet population and housing allocations for the next twenty years.
3. The development and recommendation of a Preferred Alternative map followed state requirements, including the State Environmental Policy Act (SEPA).
4. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

RECOMMENDATIONS:

In the matter of the PlanSpokane 2046 Preferred Alternative map and based upon the above listed findings and conclusions, by a vote of **5 to 1**, the Spokane Plan Commission recommends City Council **APPROVE** the presented draft Preferred Alternative map for the PlanSpokane 2046 periodic update to the Comprehensive Plan and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation.

Jesse Bank
Jesse Bank (Apr 20, 2026 09:16:41 PDT)

Jesse Bank, President
Spokane Plan Commission
Date: 20/04/2026

Plan Commission Findings of Fact Preferred Alternative

Final Audit Report 2026-04-20

Created:	2026-04-20
By:	Emily King (eking@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS63AigNMPfXoC5kZL2b1flpm0YWgQqg8

"Plan Commission Findings of Fact Preferred Alternative" History

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Adobe Acrobat Sign

Preferred Alternative Growth Map Recommendation

STAFF REPORT PREPARED FOR SPOKANE PLAN COMMISSION HEARING, APRIL 14, 2026

PLANNING SERVICES, CITY OF SPOKANE

PLANSPOKANE

Resilient | Connected | Livable | 2046

Executive Summary

This staff report supports the City of Spokane's 2026 Periodic Update to its Comprehensive Plan (PlanSpokane 2046) and presents a draft Preferred Alternative Growth Map for consideration by the Plan Commission.

The periodic update is required under the Washington State Growth Management Act (GMA), RCW 36.70A.130, and must be completed by December 31, 2026. The update ensures that the City's Comprehensive Plan remains consistent with state law, incorporates new legislative requirements, and reflects the community's vision for growth over the next 20 years.

A central component of this update is the selection of a preferred growth strategy for the City of Spokane through 2046. Three alternatives were evaluated through a Draft Environmental Impact Statement (DEIS) released for public comment in December 2025. Based on this analysis, along with public engagement and Plan Commission input, staff have developed a Preferred Alternative Growth Map (Exhibit A) that blends key features of Alternatives 2 and 3.

The Preferred Alternative is designed to:

- Accommodate projected population growth of at least 23,357 residents by 2046;
- Provide sufficient housing capacity across all income levels, consistent with new state housing requirements and the requirements of RCW 36.70A.070;
- Support climate goals by encouraging more compact, transit-oriented development patterns;
- Maintain employment capacity and existing industrial land uses; and
- Utilize existing infrastructure and public investments efficiently.

The DEIS analysis indicates that the Preferred Alternative improves the outcomes listed above compared to existing conditions, including the reduction of greenhouse gas emissions, vehicle miles traveled, land use efficiency, and housing affordability at all income bands.

The draft Preferred Alternative Growth Map (Exhibit A), prepared for this Plan Commission Hearing, represents an intermediate step in the Comprehensive Plan adoption process. It will guide the development of a detailed Future Land Use Map and inform completion of the Final Environmental Impact Statement (EIS), both of which will be included in the final Comprehensive Plan update package.

More information about the draft Preferred Alternative can be found on the interactive PlanSpokane StoryMap.

Action Requested

The Spokane Plan Commission is asked to review this staff report, consider public input both during public engagement and the public comment period of the Draft Environmental Impact Statement, and recommend that the City Council adopt a resolution directing staff to proceed with the Preferred Alternative as the basis for completing the Comprehensive Plan update.

Final adoption of the Comprehensive Plan is anticipated in late 2026.

Background

The City of Spokane is undertaking a periodic update to its Comprehensive Plan, as required by the Washington State Growth Management Act (GMA). Periodic updates are mandated on a ten-year cycle to ensure that local comprehensive plans remain consistent with state law, reflect legislative changes, and respond to evolving community needs. The City of Spokane's last comprehensive plan update was completed in 2017.

Since that time, state law has introduced new planning requirements, particularly related to climate change and housing. Recent legislation requires jurisdictions to plan for reductions in greenhouse gas emissions and vehicle miles traveled, as well as to accommodate housing needs across a full range of income levels. In response, the City must incorporate new policies, strategies, and implementation measures into its Comprehensive Plan.

The Washington State Department of Commerce provides guidance for periodic updates through the "Checklist for Fully Planning Cities," which outlines required policy and regulatory changes. The City will use this checklist to demonstrate compliance with updated state requirements as part of the adoption process, anticipated in late 2026. Updates to development regulations will be addressed separately through the City's development code update, known as the "BUILDSpokane" initiative.

The 2026 periodic update will establish a policy framework to guide growth and development in Spokane over the next 20 years. This includes revising existing plan elements, integrating new state-mandated topics, and identifying a growth strategy to accommodate projected population and employment increases.

Project Overview: PlanSpokane 2046

PlanSpokane 2046 is the City's 2026 Periodic Update to its Comprehensive Plan and will establish a long-range policy framework to guide growth, development, and investment over the next 20 years. The update ensures compliance with state law while advancing the community's vision for a more resilient, connected, and livable Spokane.

The project has two primary objectives: (1) to update and improve the existing Comprehensive Plan document, and (2) to define a growth strategy that accommodates projected population and employment needs through 2046.

Project Goals

The PlanSpokane 2046 update is guided by the following goals:

- **Meet State Legislative Requirements:**
  Ensure compliance with the Growth Management Act (GMA) and recent legislative updates, including new requirements related to housing and climate planning.
- **Accommodate Growth:**
  Plan for projected population and employment growth by providing sufficient land capacity for housing, jobs, and services across the city.

- **Promote Housing Affordability and Choice:**
  Support a range of housing types and densities to meet the needs of residents at all income levels, consistent with updated state housing requirements.
- **Integrate Climate and Resiliency:**
  Incorporate strategies to reduce greenhouse gas emissions, lower vehicle miles traveled and improve the City's resilience to climate impacts.
- **Improve Plan Usability:**
  Streamline the Comprehensive Plan by simplifying language, reducing redundancy, and making the document more accessible and user-friendly.
- **Reflect Community Vision:**
  Incorporate input from public engagement efforts to ensure that the updated plan aligns with community priorities and identifies gaps in existing policies.
- **Protect Critical Areas by updating critical area regulations:**
  Updates to the City's existing Critical Area Ordinances are being worked on as part of the periodic update and are anticipated to be completed Q3/4 2026.

Growth Forecast and Allocation

Population

Through a regional effort, the City of Spokane has been allocated a projected population to plan for, with an addition of 23,357 people by 2046. Spokane County is planning for a total increase of 100,065 people by 2046 (inclusive of the city's allocation). This reflects the Office of Financial Management (OFM) Medium forecast. This forecast will be revisited for conformance during the 2031 *5-year Implementation Progress Report*, mandated by RCW 36.70A.130(9). The OFM forecast for Growth Management Act (GMA) population projections by counties will be revised in time for the next periodic update in 2036, with a planning horizon of 2036-2056.

The population allocation (or, share given to cities), urbanized county areas, and rural areas were adopted on June 18, 2024, by the Board of County Commissioners (BOCC), Spokane County Resolution 2024-0348.

Housing

In previous periodic updates, including the 2017 periodic update, cities in the region used the population allocation, or estimated population increase, to create their own housing units need forecast. In addition to the previous requirements under GMA for cities to plan for population and employment increases, this periodic update incorporates new methods of estimating housing needs by forecast population in each income band, as required by HB 1220 (2021) and codified in RCW 36.70A.070. The Spokane County Board of County Commissioners (BOCC) adopted a methodology to estimate housing needs by income band in Spokane County Resolution 2025-0033, using the WA Commerce Housing for All Planning Tool (HAPT). Following this methodology, the city has prepared a full report *Accommodating Affordable Housing*, June 2025, a required document in preparation for the periodic update (Exhibit E). This work, along with the Draft Environmental Impact Statement, identified gaps in the City's housing unit capacity by affordability, especially in the 0-80% AMI category.

WA Commerce has extensive guidance on planning for housing on their webpage.
(https://www.commerce.wa.gov/growth-management/housing-planning/)

Inherent in this discussion is the recognition that, in the lower income bands, WA Commerce guidance indicates that affordable housing units are typically multifamily housing units (see below table on WA Commerce Housing Typologies and their assumed affordability level). While important to accommodate the recommended housing types for incomes below 80% AMI, this does not preclude the city from allowing other types of units in all land use categories such as cottage housing or townhomes to meet those housing needs while still providing a path to homeownership. However, current data indicates that the most affordable units in Spokane are found in multi-unit housing.

The following table is from WA Commerce Guidance for Updating Your Housing Element Book 2 (January 2026). Further discussion mentioned in the table is available in the guidebook.

Figure 1. WA Department of Commerce graphic illustrating housing types by income levels.

Exhibit 12. Example of relating zone categories to housing types and income levels served in moderate-cost communities

Zone category	Typical housing types allowed	Lowest potential income level served		Assumed affordability level for capacity analysis
		Market rate	With subsidies and/or incentives	
Low Density	Detached single family homes	Higher income (>120% AMI)	Not typically feasible at scale*	**Higher income (>120% AMI)**
Moderate Density	Townhomes, duplex, triplex, quadplex	Moderate income (>80-120% AMI)	Not typically feasible at scale*	**Moderate income (>80-120% AMI)**
Low-Rise Multifamily	Walk-up apartments, condominiums (2-3-floors)	Low income (>50-80% AMI)	Extremely low and very low income (0-50% AMI)	**Low income (0-80% AMI) and PSH**
Mid-Rise Multifamily	Apartments, condominiums	Low income (>50-80% AMI)	Extremely low and very low income (0-50% AMI)	**Low income (0-80% AMI) and PSH**
ADUs (all zones)	Accessory Dwelling Units on developed residential lots	Low income (>50-80% AMI)	N/A	**Low income (>50-80% AMI) – Group with Low-Rise and/or Mid-Rise Multifamily**

* See discussion in 3.2 below.

Figure 2. Table illustrating housing mix and targets of the PlanSpokane 2046 growth alternatives.

Draft EIS Alternatives, Housing Mix and Targets

	Alternative 1 Stay the Course	Alternative 2 Distributed and Balanced	Alternative 3 Center City & Regional Hubs
Housing Growth	• 21,739* new housing units from 2022-2046 (about 21% more housing units than present) **This is the 2020-2046 housing growth target minus the units already added from 2020 to 2022*		
Housing Mix	• 63% of the City's total housing as single unit housing	• 59% of the City's total housing as single unit housing	Same as Alternative 2
Housing Targets	• Meets total target • Does not meet 0-80% AMI affordability	• Meets total housing target and all affordability levels • Provides more capacity in low-rise and mid-rise	Same as Alternative 2

The Draft Environmental Impact Statement (DEIS) analysis of Alternative 1, Existing Conditions, showed a deficit of zoned capacity to support housing at the lower income bands. Alternative 2 and Alternative 3, as studied both provide enough increase in zoned capacity to support additional multifamily housing. The draft Preferred Alternative Map (Exhibit A) supports enough increase in zoned capacity to support the City of Spokane's housing allocation.

Climate Integration

A new element, Climate Planning and Resilience, was required to be added for the 2026 periodic update. The City of Spokane has chosen to integrate the climate element into existing chapters, rather than create a new element/chapter. For brevity in this document, the climate planning work is documented in the Climate Resilience and Sustainability Board Resolution 2026-001, *Resolution recommending support of the Climate Policy Integration Document in the 2026 Periodic Update* (February 2026)(Exhibit F). Additional and extensive Climate Planning work is available at PlanSpokane.org.

For consideration of the preferred alternative, it is recognized that climate planning element integration has highlighted the benefits of compact urban development located near transit investments, particularly when considering the new comprehensive plan goals of reducing greenhouse gas (GHG) emissions and vehicle miles traveled (VMT).

DEIS analysis of Alternatives 2 and 3 found that both have improvement in GHG and VMT goals over Alternative 1, Existing Conditions. Alternative 2 has a "transit-oriented development" approach, with both Alternative 2 and 3 leveraging compact development patterns to make use of existing utility capacity which can result in reduction in water use, as less water is used for landscaping. The Preferred Alternative map is a blend of Alternatives 2 and 3.

Scope of Work

The periodic update consists of two primary components:

- **Comprehensive Plan Chapter Updates (also known as Chapter Review):**
  Existing plan elements are being reviewed and updated to reflect current regulations, policy direction, and best practices. This includes simplifying language, removing redundancies, and integrating new state-required topics – such as climate planning – into relevant chapters.
- **Growth Strategy and Land Use Planning:**
  The City is evaluating alternative growth patterns to determine how future development should be distributed. This includes selecting a Preferred Alternative Growth Map, which will guide preparation of a detailed Future Land Use Map and inform the final Comprehensive Plan.

These components have undergone environmental review through the Environmental Impact Statement (EIS) process and ongoing public engagement. Together, they will result in a Comprehensive Plan that provides clear, actionable guidance for managing growth and development in Spokane through 2046.

Comprehensive Plan Chapter Updates

The first component of the process involves reviewing and revising the existing elements (chapters and technical appendices) of the Comprehensive Plan. This work includes updating policies to reflect changes in state law, incorporating new requirements related to housing and climate, and improving the overall clarity and usability of the document.

Draft chapters are being developed and made available for public and Plan Commission review throughout the process.

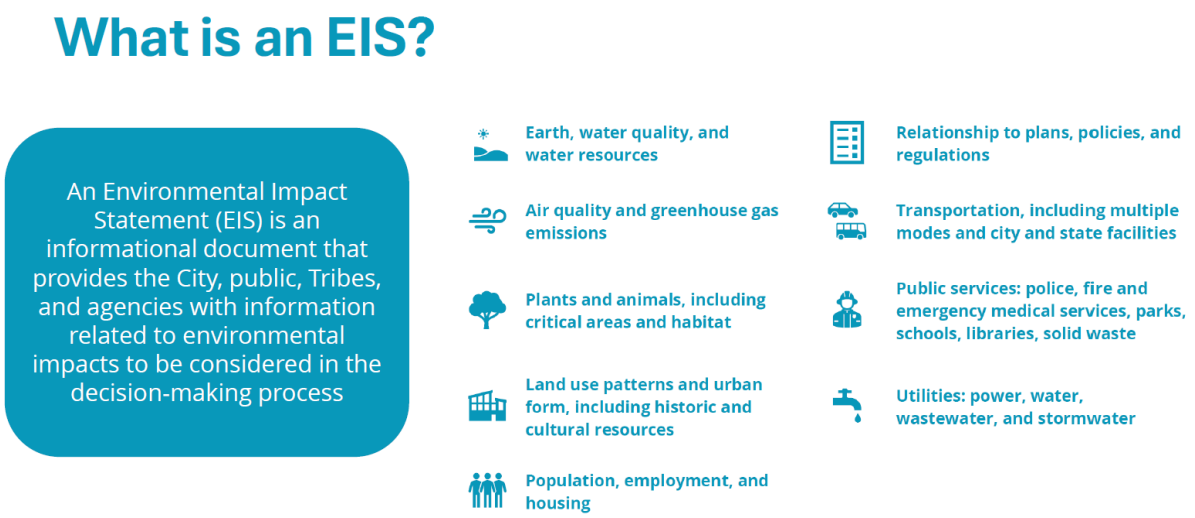
Growth Strategy and Land Use Planning

The second component focuses on updating the City's long-term growth strategy to respond to changing needs. The City developed and evaluated three growth alternatives in the Draft Environmental Impact Statement (DEIS), representing different approaches to accommodating future population and employment growth. These alternatives were informed by technical analysis and refined through feedback from the public and the Spokane Plan Commission.

Based on this evaluation, a Preferred Alternative Growth Map has been developed. This map provides a policy-level framework for where and how growth should occur and serves as a foundation for the development of a Future Land Use Map in the Comprehensive Plan.

Environmental Review (EIS Process)

An EIS provides analysis of potential impacts related to land use, housing, transportation, and environmental factors, and helps inform selection of the Preferred Alternative.



The PlanSpokane 2046 growth alternatives and Preferred Alternative will be evaluated through a programmatic EIS process in accordance with the State Environmental Policy Act (SEPA). This includes:

- A SEPA Determination of Significance (DS) was issued on February 5, 2025.
- The comment period for the DS (Scoping period) ran from February 5, 2025, to April 7, 2025.
- A DEIS was prepared following the DS, and in conformance with the Board of County Commissioners Resolution 2024-0348 and adopted Board of County Commissioners housing allocation methodology, Resolution 2025-0033.
- The DEIS was issued on December 18, 2025.
- The comment period for the DEIS was December 18, 2025, to February 18, 2026. Upon request, an additional 15 days were provided, extending the comment period to March 5, 2026.
- Comments received from agencies and individuals during the DEIS comment period are being compiled and will be responded to in the Final EIS.
- Final EIS is anticipated in Q3 2026.

The DEIS and associated documents, including an interactive StoryMap, may be viewed at PlanSpokane.org.

Public Engagement

Public engagement is integrated throughout the periodic update planning process. Opportunities for input include public workshops, comment periods associated with the EIS, and ongoing outreach to community members and stakeholders. Feedback received through these efforts has informed both the evaluation of alternatives and development of the Preferred Alternative.

- Plan Commission Periodic Update Introduction – September 25, 2024
- Plan Commission Workshop – December 11, 2024

- Plan Commission Workshop – January 8, 2025
- Spokane Neighborhoods Community Assembly – February 6, 2025
- Scoping Period Agency and Tribal Governments Meeting – February 19, 2025
- Plan Commission Workshop – February 26, 2025
- Land Use Subcommittee, Community Assembly – February 27, 2025
- District 1 Visioning Workshop – March 5, 2025
- Community-Wide Visioning Workshop – March 12, 2025
- Plan Commission Workshop – March 12, 2025
- District 2 Visioning Workshop – March 25, 2025
- District 3 Visioning Workshop – March 27, 2025
- Community Visioning Survey – March 31 to April 18, 2025
- Plan Commission Workshop – April 9, 2025
- Plan Commission Workshop – April 23, 2025
- Plan Commission Workshop – May 14, 2025
- Plan Commission Workshop – May 28, 2025
- Plan Commission Workshop – June 11, 2025
- Plan Commission Workshop – June 25, 2025
- Plan Commission Workshop – July 9, 2025
- Plan Commission Workshop – July 23, 2025
- Plan Commission Workshop – August 13, 2025
- Plan Commission Workshop – September 10, 2025
- Plan Commission Workshop – September 24, 2025
- Plan Commission Workshop – October 22, 2025
- Land Use Subcommittee, Community Assembly – October 23, 2025
- District 2 Future Growth and Guiding Policies Workshop – November 5, 2025
- Spokane Neighborhoods Community Assembly – November 6, 2025
- Plan Commission Workshop – November 12, 2025
- District 1 Future Growth and Guiding Policies Workshop – November 12, 2025
- District 3 Future Growth and Guiding Policies Workshop – November 18, 2025
- Citywide Future Growth and Guiding Policies Workshop – November 19, 2025
- Plan Commission Workshop – December 10, 2025
- DEIS Agency and Tribal Governments Meeting – January 6, 2026
- PlanSpokane Virtual Lunch and Learn – January 13, 2026
- Plan Commission Workshop – January 14, 2026
- PlanSpokane Listening Hours, City Hall – January 20, 2026
- Plan Commission Workshop – January 28, 2026
- PlanSpokane Listening Hours, Hillyard Library – February 3, 2026
- PlanSpokane Listening Hours, Liberty Park Library – February 5, 2026
- PlanSpokane Listening Hours, Shadle Park Library – February 10, 2026
- Plan Commission Workshop – February 11, 2026
- PlanSpokane Listening Hours, South Hill Library – February 12, 2026
- Plan Commission Workshop – February 25, 2026
- Spokane Neighborhoods Community Assembly – April 2, 2026

In addition to the listed Plan Commission workshops and public engagement opportunities, numerous public workshops discussing the PlanSpokane 2046 Periodic Update occurred with the Climate Resilience

and Sustainability Board, Transportation Commission, and City Council. Numerous tabling pop-ups as community events have occurred to spread community awareness about PlanSpokane 2046 and presentations to various community groups and organizations have also occurred, upon request. Overall, PlanSpokane 2046 has had over 4,400 direct individual touchpoints during engagement as of the end of March 2026, including workshop attendees, survey participants, and pop-up event discussions.

In addition to direct engagement and presentations, the project has incorporated robust outreach to provide community members information about the project and how to be involved.

Outreach efforts have included the monthly PlanSpokane newsletter with approximately 1,800 subscribers, the City webpage, Engage Spokane virtual platform, other City newsletters, social media, and direct emails.

Draft Preferred Alternative Growth Map

The Preferred Alternative Growth Map (Exhibit A) represents the City's recommended approach for accommodating future growth as part of the 2026 Periodic Update to the Comprehensive Plan (PlanSpokane 2046). This alternative is informed by technical analysis in the Draft Environmental Impact Statement (DEIS), public engagement, and guidance from the Spokane Plan Commission.

The Preferred Alternative is a hybrid of Alternatives 2 and 3, combining a transit-oriented development pattern with targeted expansion of housing and mixed-use areas. This approach is intended to balance growth, affordability, environmental performance, and infrastructure efficiency.

Key Characteristics

- **Transit-Oriented Development (TOD):**
  The draft Preferred Alternative emphasizes increased residential and mixed-use development near existing and planned transit corridors. This pattern supports reductions in vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions while improving access to jobs and services.
- **Housing Capacity and Affordability:**
  The growth map provides sufficient zoned capacity to accommodate projected population growth and meet state requirements for housing across all income levels. Increased capacity is focused in areas where multifamily and mixed-income housing types have access to transit and services.
- **Targeted Growth:**
  Existing centers and corridors will be updated but will continue to provide a focus for mixed use (commercial and residential) growth, with additional zoning capacity introduced in select locations. This reinforces established development patterns while allowing for strategic intensification. The draft Preferred Alternative does, however, recognize the benefit of limited mixed-use development neighborhood-scale commercial outside of these designated areas to provide greater access to services and daily needs for all community members.
- **Downtown and Core Areas:**
  The draft Preferred Alternative maintains current development allowances in downtown

Spokane, including areas with no height limits. This supports continued high-intensity development and reinforces downtown as a regional employment and activity center.

- **Limited Change in Some Areas:**
  Areas such as Latah Valley, Grandview, and Thorpe generally retain existing land use designations, with only minor adjustments (e.g., along Inland Empire Way in the Vinegar Flats area). This approach recognizes existing development patterns and planned growth already underway. Additional areas not identified for growth priority or intensity increases in the Preferred Alternative Growth Map are intended to maintain their current level of intensity and allowances.
- **Integration of Ongoing and Recent Planning Efforts:**
  The Preferred Alternative incorporates recommendations from recent and ongoing subarea planning efforts, including:
  - Division Street TOD planning
  - East Central (ReFive/5th Avenue) planning
  - Centers and Corridors Update Study
  - South Logan TOD Plan
  - Hillyard Sub Area Plan
- **Efficient Use of Infrastructure:**
  By focusing growth in already-served areas, the Preferred Alternative leverages existing utility systems and public investments, reducing the need for costly infrastructure expansion.

Rationale for Selection

The draft Preferred Alternative meets the City's objectives for growth management, housing, and climate integration. Compared to existing conditions, it demonstrates improved performance in areas evaluated in the DEIS, including housing capacity, environmental outcomes, and land use efficiency.

This alternative also reflects community desire while aligning with state requirements for planning for housing at all income levels and integrating climate considerations into land use planning. However, Plan Commission may still propose amendments to this map at their hearing and City Council may also adjust at their adoption of the Preferred Alternative by Resolution expected in May 2026. In general, any amendments should avoid expanding beyond the growth that was analyzed in the DEIS to avoid additional costs and time.

Next Steps

Adoption of the Preferred Alternative Growth Map will guide the preparation of a detailed Future Land Use Map, including Land Use Designations in all parts of the City. It will also inform completion of the Final Environmental Impact Statement (EIS) and the remaining elements of the Comprehensive Plan update.

Ultimately, the FLUM will determine high level requirements for which zones are appropriate in certain locations in the City. However, neither the Preferred Alternative nor the Comprehensive Plan Update directly change zoning. Rather, they establish the policy framework that will be implemented through subsequent updates to the City's development code, including the BUILDSpokane initiative.

Staff Recommendation

Staff recommend that the Plan Commission find the Preferred Alternative Growth Map consistent with the goals and requirements of the 2026 Periodic Update to the City of Spokane Comprehensive Plan (PlanSpokane 2046) and forward a recommendation of approval to the City Council.

Based on review of the Draft Environmental Impact Statement (DEIS), applicable state requirements, and public input received to date, staff find that the Preferred Alternative:

- **Provides Adequate Housing Capacity:**
  Accommodates projected population growth and meets state requirements to plan for housing across all income levels, including increased capacity for multifamily housing.
- **Supports Employment and Economic Development:**
  Maintains existing industrial land designations and preserves sufficient land capacity for employment uses.
- **Enhances Mixed-Use and Commercial Opportunities:**
  Expands and strengthens centers and corridors with additional opportunities for mixed-use and neighborhood-serving commercial development throughout the city.
- **Advances Climate and Sustainability Goals:**
  Promotes compact, transit-oriented development patterns that contribute to reductions in greenhouse gas emissions (GHG) and vehicle miles traveled (VMT).
- **Utilizes Existing Infrastructure Efficiently:**
  Focuses growth in areas with existing or planned infrastructure, supporting cost-effective service delivery and minimizing the need for expansion.
- **Aligns with the Comprehensive Plan Update Process:**
  Reflects analysis conducted through the DEIS, incorporates community input, and is consistent with guidance from the Washington State Department of Commerce.

Plan Commission Action

The Plan Commission is asked to make a recommendation to City Council for adoption of the draft Preferred Alternative Growth Map. This item will then move to the City Council legislative process. Staff requests that the City Council adopt a resolution directing staff to proceed with the Preferred Alternative Growth Map as the basis for completing the Comprehensive Plan update, including development of the Future Land Use Map and Final Environmental Impact Statement.

This action represents a key milestone in the update process and will guide preparation of the final Comprehensive Plan, anticipated for adoption in late 2026.

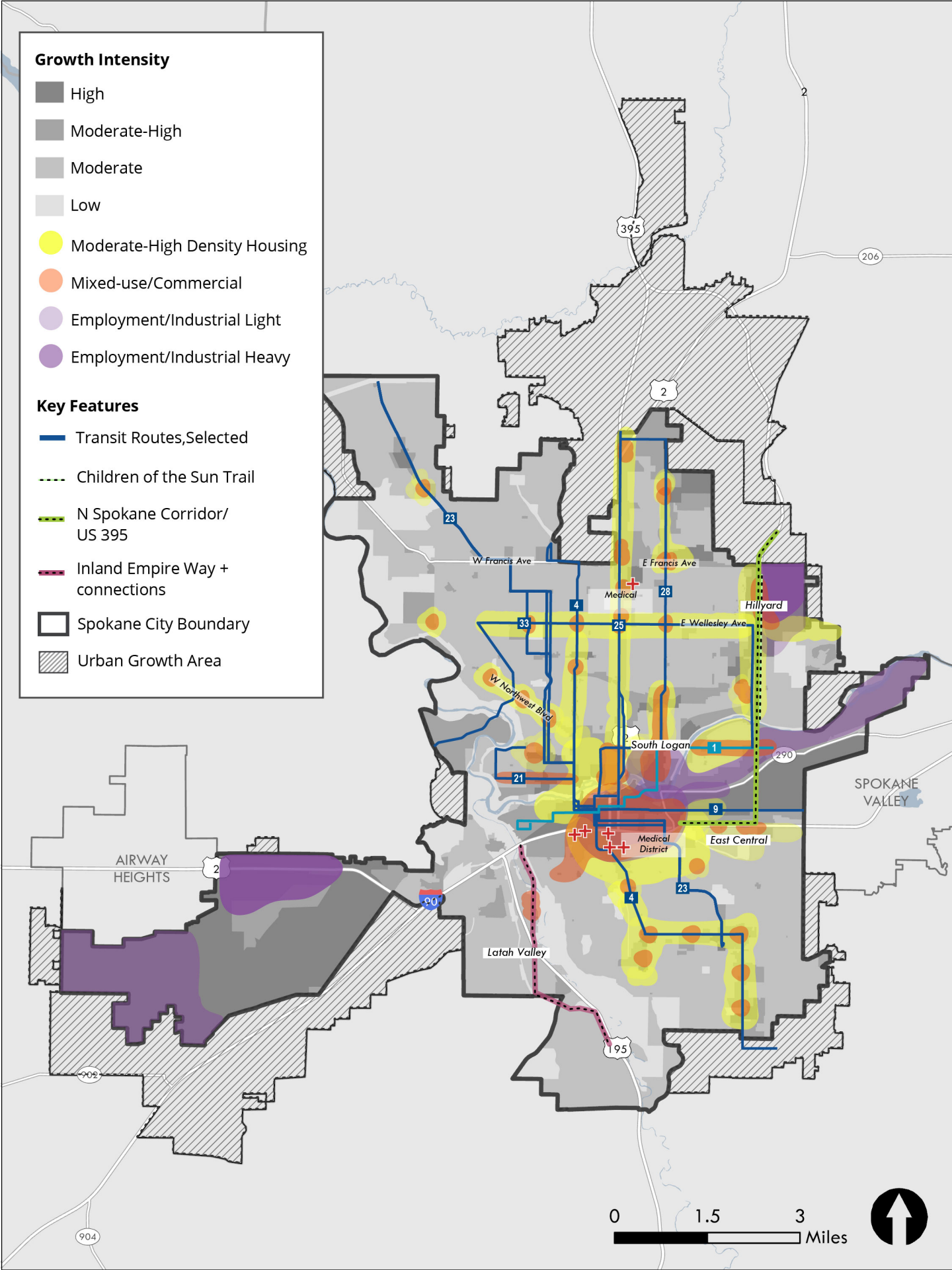
Exhibits

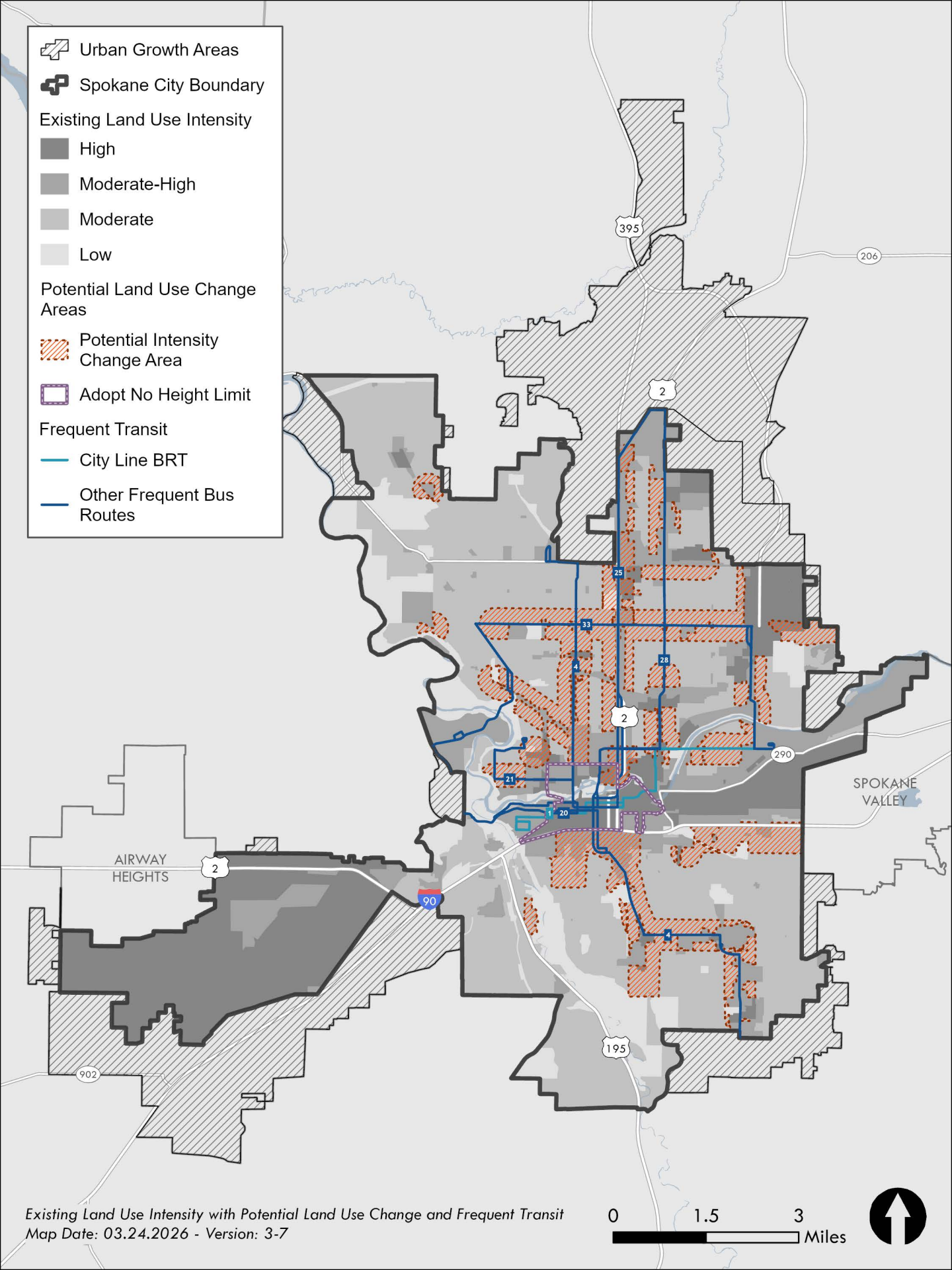
A. Preferred Alternative Draft Map dated 4/14/2026 for PC Hearing
B. DEIS Summary, with Alternatives Illustrated
C. DEIS Comments Summary
D. Public Participation Summaries
E. Accommodating Affordable Housing, June 2025
F. Climate Integration Report (CRSB Resolution 2026-001)

Exhibit A

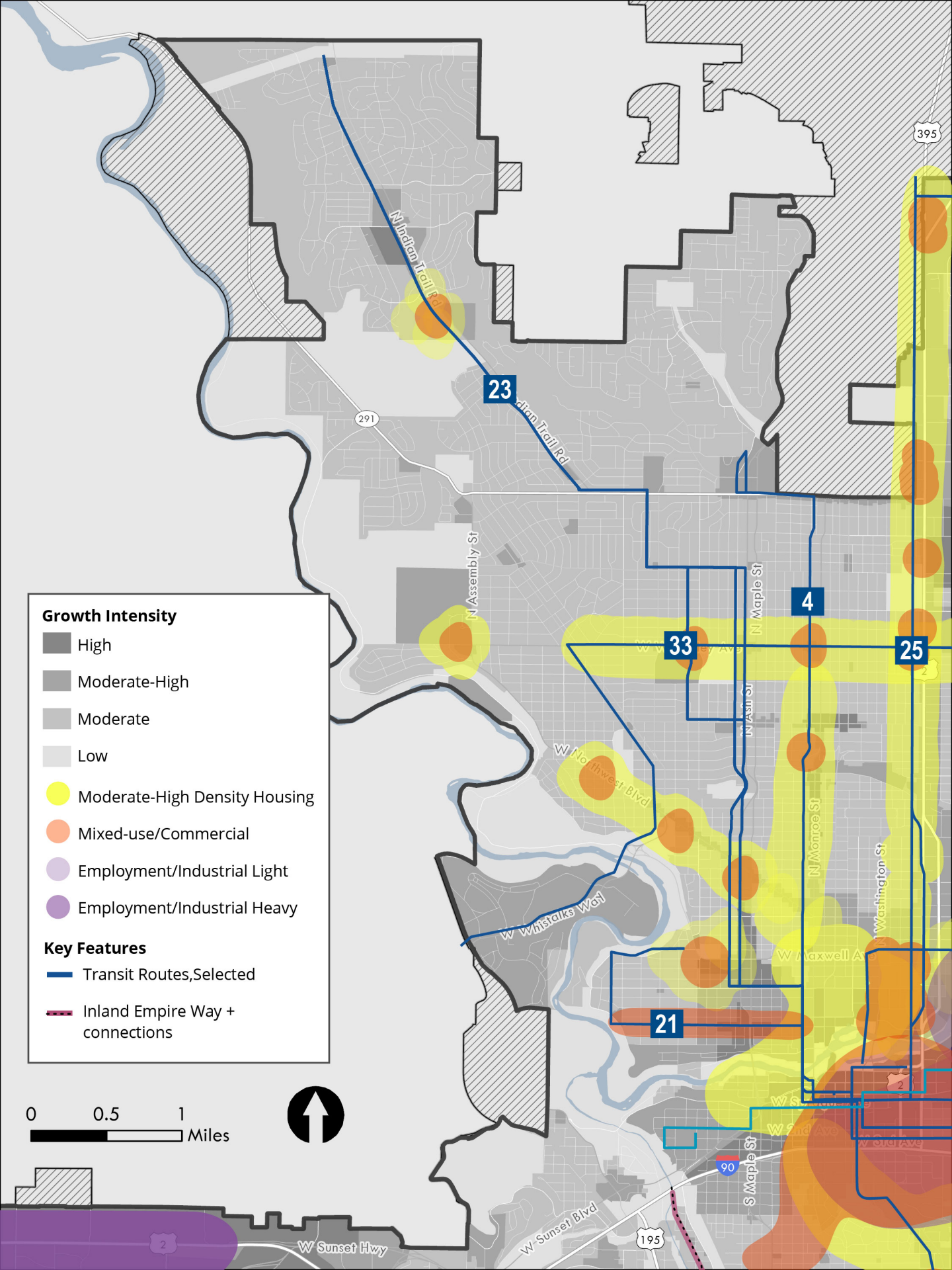
Preferred Alternative Draft Map

- Preferred Alternative Map
- Potential Land Use Change Areas Map
- Northwest Spokane Preferred Alternative Map
- Northeast Spokane Preferred Alternative Map
- South Spokane Preferred Alternative Map


Growth Intensity
High
Moderate-High
Moderate
Low
Moderate-High Density Housing
Mixed-use/Commercial
Employment/Industrial Light
Employment/Industrial Heavy
Key Features
Transit Routes,Selected
Children of the Sun Trail
N Spokane Corridor/ US 395
Inland Empire Way + connections
Spokane City Boundary
Urban Growth Area
W Francis Ave
E Francis Ave
Medical
Hillyard
E Wellesley Ave
W Northwest Blvd
South Logan
SPOKANE VALLEY
AIRWAY HEIGHTS
Medical District
East Central
Latah Valley
0
1.5
3
Miles



Existing Land Use Intensity with Potential Land Use Change and Frequent Transit
Map Date: 03.24.2026 - Version: 3-7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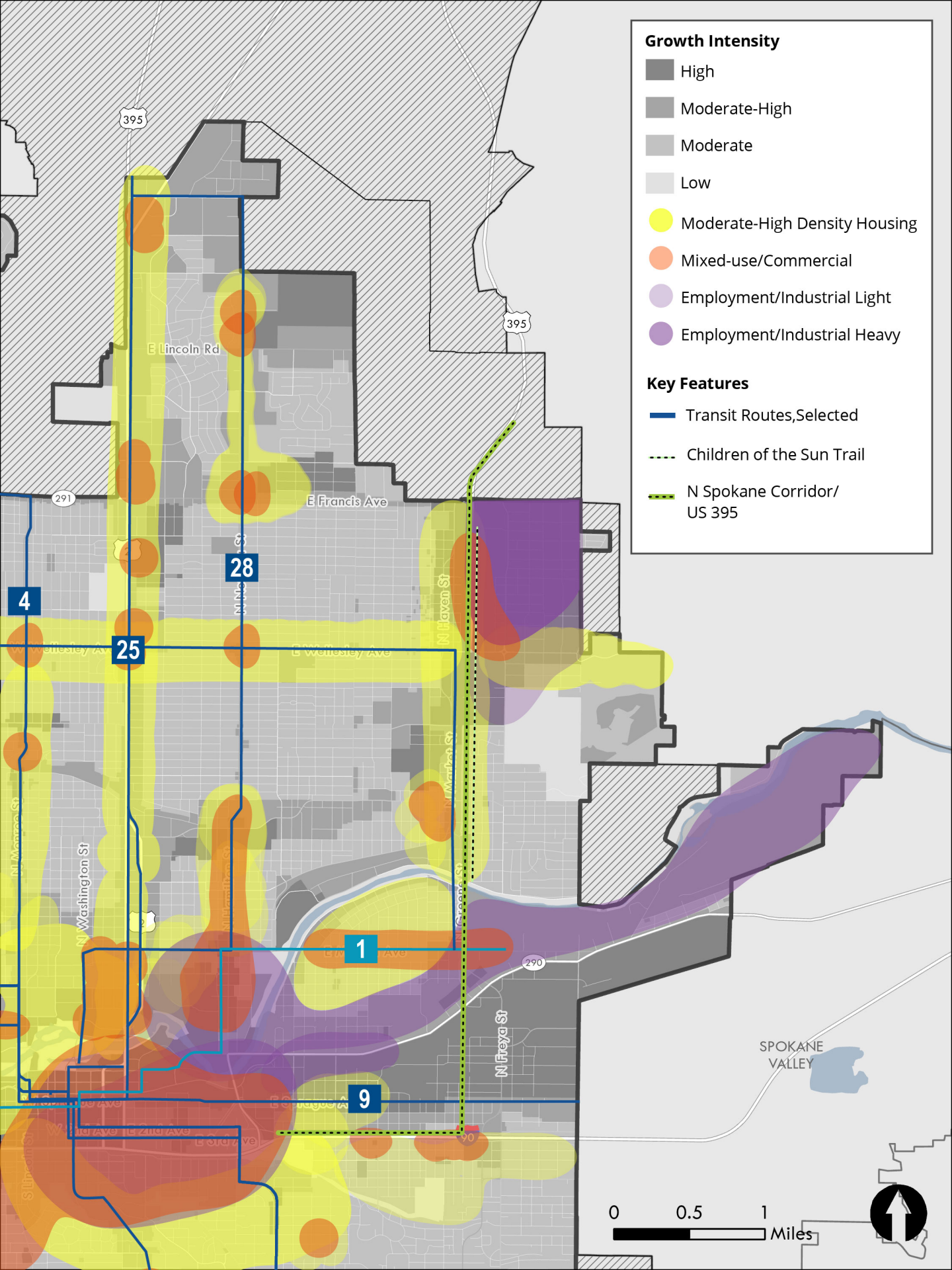
Moderate-High
Moderate
Low
Moderate-High Density Housing
Mixed-use/Commercial
Employment/Industrial Light
Employment/Industrial Heavy
Key Features
Transit Routes,Selected
Inland Empire Way + connections
0
0.5
1
Miles
N Indian Trail Rd
23
291
N Assembly St
N Maple St
4
33
25
N Ash St
W Northwest Blvd
N Monroe St
N Washington St
W Whistalks Way
21
395
90
S Maple St
W Sunset Blvd
195
W Sunset Hwy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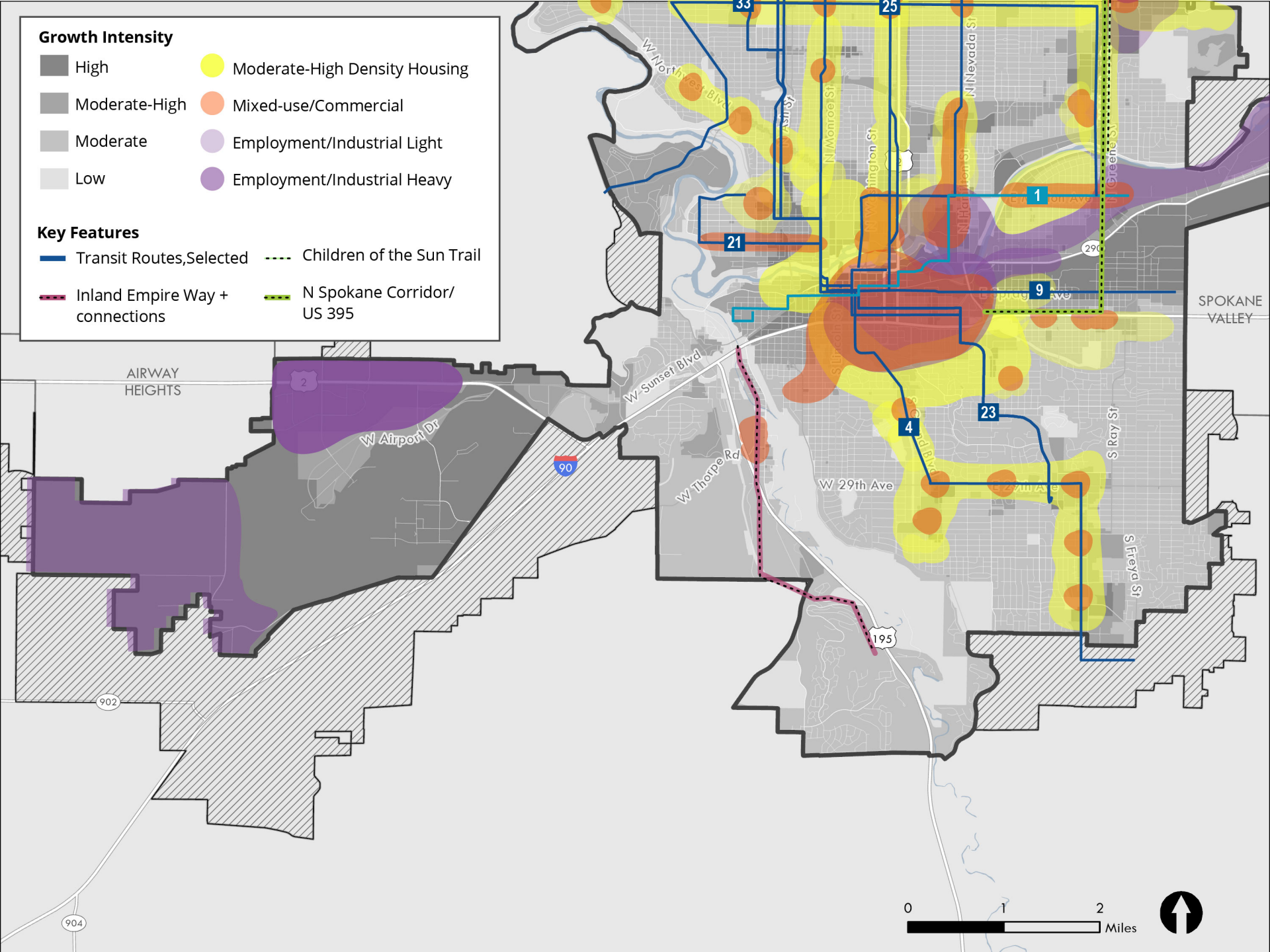
Mixed-use/Commercial
Employment/Industrial Light
Employment/Industrial Heavy
Key Features
Transit Routes,Selected
Children of the Sun Trail
N Spokane Corridor/
US 395
395
E Lincoln Rd
291
E Francis Ave
28
4
25
E Wellesley Ave
N Haven St
N Market St
N Washington St
1
290
N Freya St
SPOKANE
VALLEY
9
E 2nd Ave
E 3rd Ave
0
0.5
1
Miles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Employment/Industrial Heavy
Key Features
Transit Routes,Selected
Inland Empire Way + connections
Children of the Sun Trail
N Spokane Corridor/ US 395
AIRWAY HEIGHTS
SPOKANE VALLEY
W Airport Dr
W Sunset Blvd
W Thorpe Rd
W 29th Ave
N Nevada St
S Ray St
S Freya St
N Monroe St
N Division St
Greene St
33
25
1
21
9
4
23
2
90
195
902
904
0
1
2
Miles

PLANSPOKANE

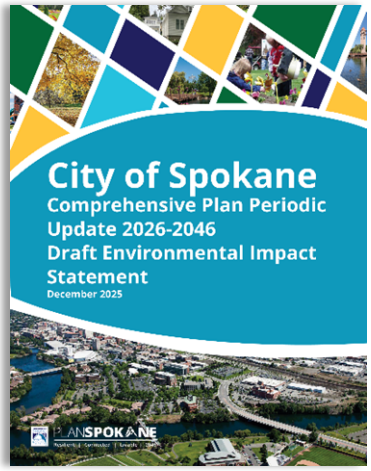
Resilient | Connected | Livable | 2046

Draft EIS Summary

Background

The City of Spokane is working on a periodic update to the City's Comprehensive Plan as required by the State's Growth Management Act (GMA). The last periodic update was completed in 2017. Since then, the State has added new requirements, especially around climate and housing. Due in June 2026, the periodic update will identify policies and future regulations to guide the next 20 years of our city.

As part of the PlanSpokane 2046 process, the City is developing an Environmental Impact Statement (EIS), an informational document that provides the City, public, Tribes, and agencies with environmental information to be considered in the decision-making process.



What We're Planning For

The City of Spokane is expected to gain at least 23,357 new residents between 2023 and 2046, bringing the City's total population to just over 256,000.

Based on state requirements, the City is expected to need 22,359 additional housing units between 2020 and 2046. In addition to the total number housing units, the City is also required to plan for housing by affordability bracket.

23,357

Projected new residents by 2046

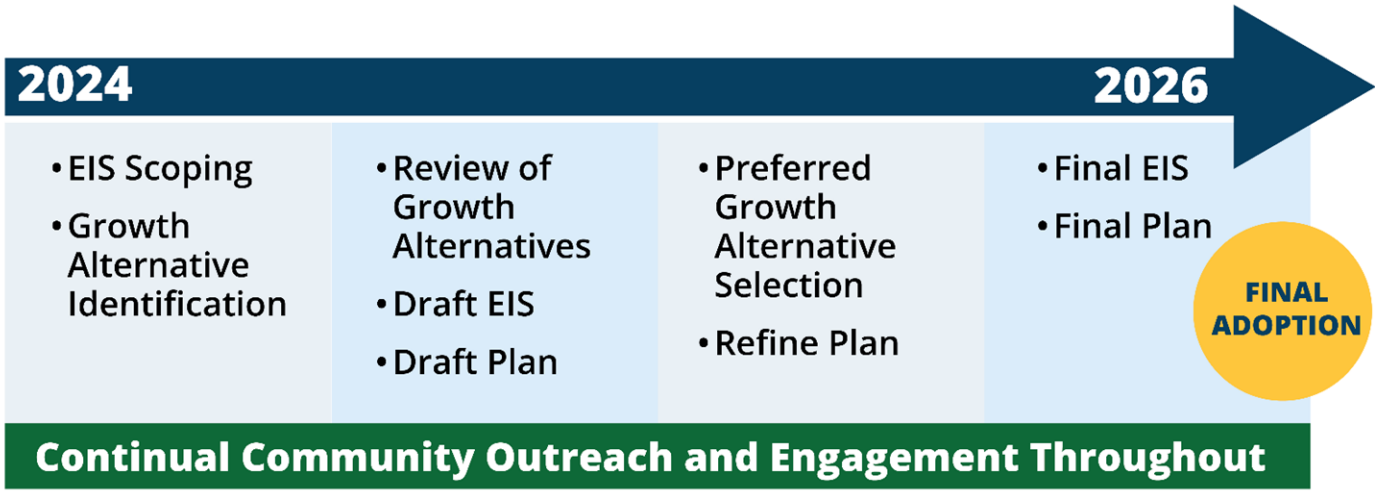
22,359

Additional housing units needed between 2020 and 2046

For more information, Visit PlanSpokane.org

Environmental Impact Statement (EIS) Purpose and Process

An EIS is required under the State Environmental Policy Act (SEPA) for larger projects such as a significant update to the Comprehensive Plan. **An EIS describes the potential environmental impacts, reasonable alternatives, and ways to avoid or minimize negative impacts of policies.**



The Draft EIS presents three alternatives to test different growth patterns and policies. The City will then create a "preferred alternative" based on public input and the Draft EIS evaluation. The preferred alternative may include any features of the studied alternatives. The preferred alternative will be evaluated in the Final EIS and will inform the Comprehensive Plan Periodic Update.

The EIS studies the following topics:

- **Earth, water quality, and water resources**
- **Air quality and greenhouse gas emissions**
- **Plants and animals, including critical areas and habitat**
- **Land use patterns and urban form, including historic and cultural resources**
- **Population, employment, and housing**
- **Relationship to plans, policies, and regulations**
- **Transportation, including multiple modes and city and state facilities**
- **Public services: police, fire and emergency medical services, parks, schools, libraries, solid waste**
- **Utilities: power, water, wastewater, and stormwater**

Objectives

This EIS compares alternatives for their ability to meet these objectives:

- **Meet Periodic Update Requirements,** including providing capacity for more housing types and affordability levels, increasing resiliency to climate impacts, evaluating tree canopy coverage, increasing opportunities for active transportation, reducing vehicle miles traveled and greenhouse gas emissions, addressing needs of overburdened communities, increasing green infrastructure, planning for jobs and economic development, and more.
- **Accommodate Growth** through 2046 based on State projections and County allocations.
- **Clarify the Plan** to remove policies that are inconsistent, outdated, duplicative, or unclear.
- **Simplify the Plan and Codes** including future land use map categories and zoning districts and reflect any new designations.
- **Protect Critical Areas** by updating critical area regulations to reflect best available science.
- **Fast-Track Desired Growth** in priority locations through permit streamlining.

The City's proposed draft vision statement for the periodic update is also considered an objective:

> *Spokane aims to foster a vibrant, resilient, and inclusive city by supporting economic growth, environmental stewardship, and the diverse needs of the whole community. The City is dedicated to ensuring access to attainable housing, safe streets, and thriving neighborhoods while inspiring innovation, cultural vitality, and connection for all Spokane residents.*

Proposed Alternatives

Alternative 1 "Stay the Course" would maintain the current comprehensive plan and code. It was developed in prior years with different growth targets and different state expectations.

Alternatives 2 and 3 are designed to meet current state requirements (including new housing, climate, and other requirements), create the opportunity for housing at all income levels, accommodate jobs, and update policies and codes to streamline them and facilitate growth.

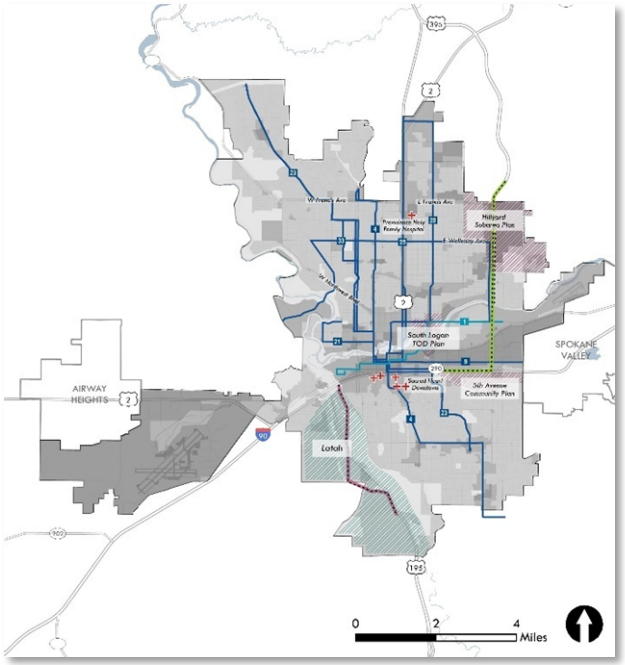
Alternatives Summary

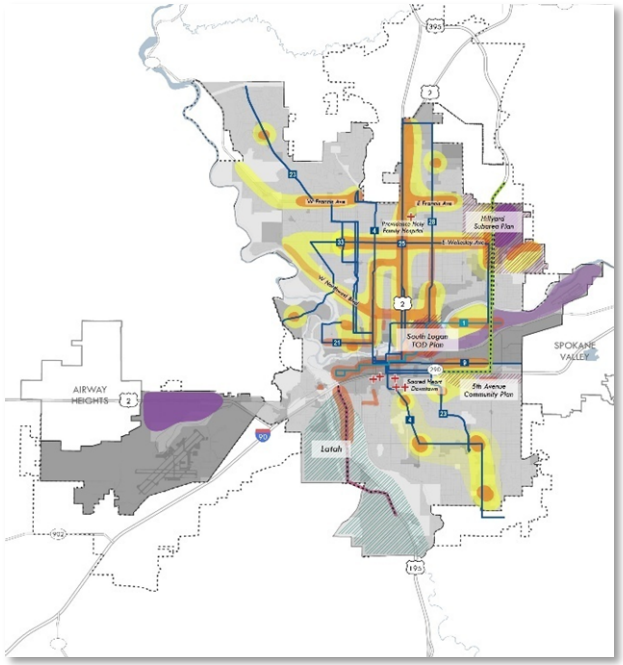
		Alternative 1 **Stay the Course**	Alternative 2 **Distributed & Balanced**	Alternative 3 **Center City & Regional Hubs**
Same for all alternatives	*Housing / population growth*	▶ **21,739 new housing units** from 2022-2046 (about 21% more housing units than present)* ▶ **25,157 new residents** from 2022-2046*		
Varies by alternative	*Plan and code update*	▶ Maintains current comprehensive plan and code	▶ Updates the comprehensive plan and code	▶ Updates the comprehensive plan and code
	Focus areas for growth	▶ Focuses growth in Downtown and Centers and Corridors	▶ Focuses growth in mixed-use, transit-oriented development ▶ Allows more neighborhood-serving commercial uses ▶ Simplifies Land Use Plan	▶ Focuses growth in downtown, regional hubs, and areas with greatest investment in transit and transportation ▶ Allows more neighborhood-serving commercial uses ▶ Simplifies land use plan
	Housing mix	▶ 63% of the City's total housing as single unit housing	▶ 59% of the City's total housing as single unit housing	▶ 59% of the City's total housing as single unit housing
	Housing affordability	▶ Would provide enough housing capacity at incomes above 80% of the median* ▶ Would **not** provide enough housing capacity at incomes less than 80% of the median**	▶ Would provide enough housing capacity affordable at all income levels	▶ Would provide enough housing capacity affordable at all income levels
	Job projections	▶ **34,850 new jobs*** **	▶ **24,939 new jobs*** **	▶ **38,848 new jobs*** **

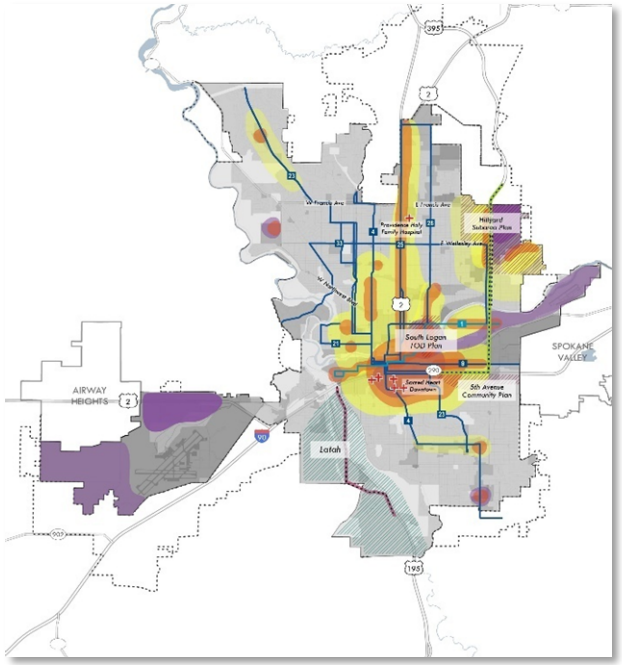
*This is the 2020-2046 housing growth target minus the units already added from 2020 to 2022. Population is adjusted to 2022-46 instead of 2023-46 using state data for a consistent 2022 base year.
**Area median income is $70,600 for a one-person household, $80,700 for a two-person household, $90,800 for a three-person household, or $100,800 for a four-person household as of 2025.
***Each alternative studies a job projection from a different data source. The different numbers are not based on an alternative's likelihood to produce more or fewer jobs.

Alternative Concepts

Alternative 1: Stay the Course	Alternative 2: Distributed and Balanced	Alternative 3: Center City and Regional Hubs







Key Features

- Subarea Planning
- Additional Infrastructure Study
- Transit Routes, Selected
- North Spokane Corridor/ US 395
- Children of the Sun Trail
- Inland Empire Way + connections
- Hospitals

Growth Intensity

- Low
- Moderate
- Moderate-High
- High
- High Density Housing
- Moderate Density Housing
- Mixed-use/Commercial
- Employment/Industrial Light
- Employment/Industrial Heavy

Source: City of Spokane, BERK, 2025.

Alternatives 2 and 3 would better meet the objectives for the plan update than Alternative 1.

Ability to Meet Objectives

Objectives	Alternative 1: Stay the Course	Alternative 2: Distributed and Balanced	Alternative 3: Center City and Regional Hubs
Meet Periodic Update Requirements	Less	Most	Most
Accommodate Growth: Housing at All Affordability Levels	More	Most	Most
Accommodate Growth: Jobs	More	More	Most
Clarify the Plan	Less	Most	Most
Simplify the Plan and Codes	Less	Most	Most
Protect Critical Areas	More	Most	Most
Fast-Track Desired Growth	Less	Most	Most
Alignment with Vision Statement	Less	Most	Most

Source: City of Spokane, BERK, 2025.

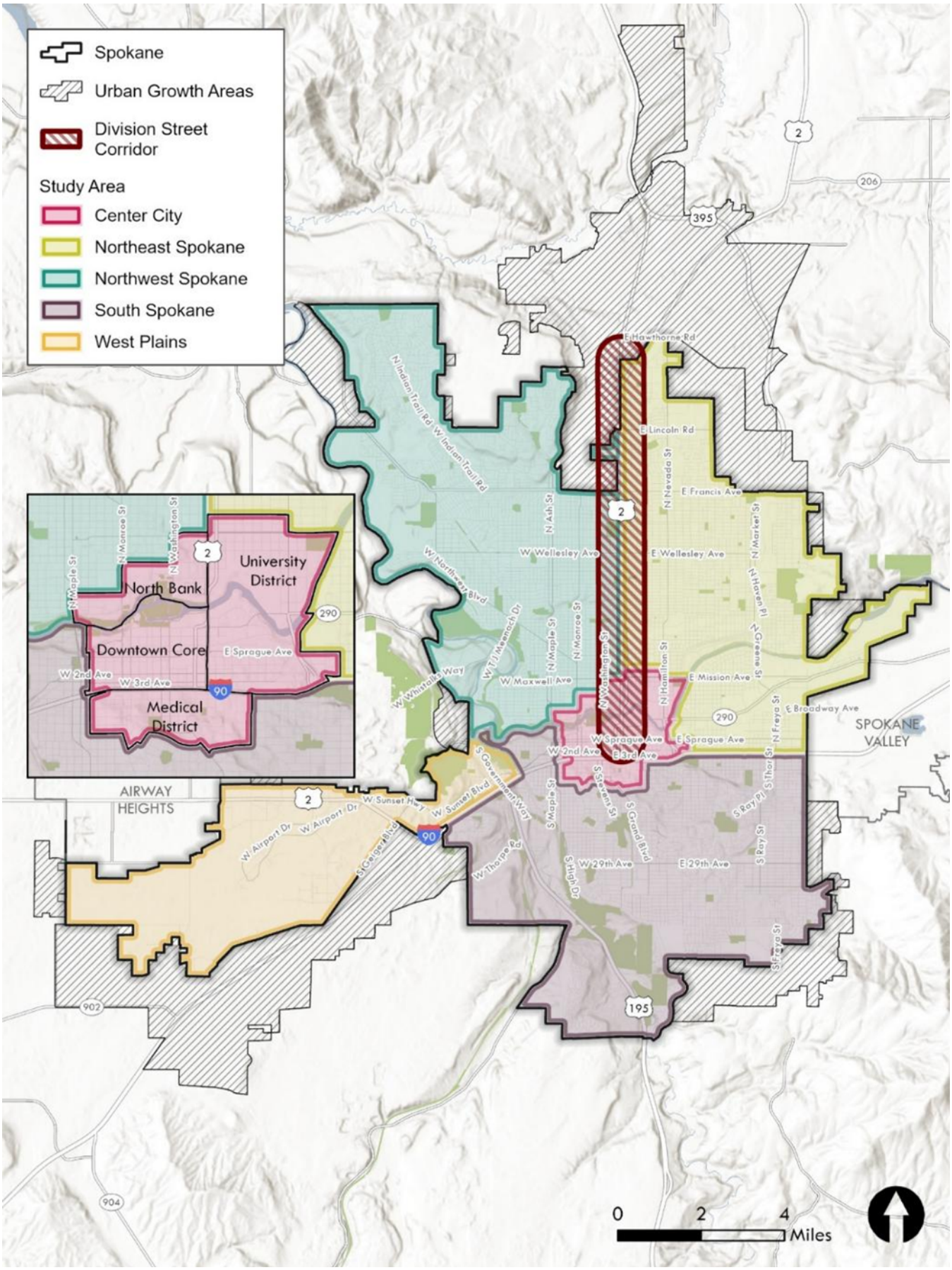
Study Area

This EIS primarily focuses on the Spokane city limits. These city study areas are referenced in the EIS:

- Northwest Spokane
- Northeast Spokane
- South Spokane
- West Plains
- Center City, overlapping several study areas, including Downtown Spokane
- Division corridor, straddling Northwest and Northeast Spokane

Within these broad study areas, the EIS also mentions Neighborhood Council boundaries.

Spokane Study Areas



Sources: City of Spokane, BERK, 2025.

Abbreviated Summary of Impacts *(see Draft EIS for full context)*

Earth, Water Quality, and Water Resources

No significant adverse impacts expected with mitigation.

Likely Impacts

- Impacts from construction (soil disturbance, erosion, water pollution, and soil contamination)
- Increased pollution and rainfall runoff due to growth and increased hard surfaces
- **Alternative 1 has the highest impacts** (more growth on undeveloped land)

Mitigation Options

- Stormwater runoff best management practices
- Increased density (reduces sprawl)
- New climate policies and updated critical areas regulations in Alternatives 2 and 3
- Potential measures:
  - Updated stormwater controls
  - Critical area buffer restoration
  - Protecting tree canopy
  - Review Spokane Municipal Code Section 17E.010 Critical Aquifer Recharge Area for additional protections, such as addressing demands on aquifer as temperatures increase

Air Quality/Greenhouse Gases

No significant adverse impacts expected with mitigation.

Likely Impacts

- All alternatives see a net decrease in transportation emissions
- Emissions from non-transportation sources would be highest under Alternatives 1 and 3
- Differences among alternatives are small at the citywide scale

Mitigation Options

- New climate policies in Alternatives 2 and 3
- Potential measures:
  - Investments in multi-modal transportation infrastructure
  - Fees that reduce traffic congestion
  - Mixed uses and density
  - Electric vehicle adoption
  - Building electrification and energy efficiency incentives
  - Designated truck routes
  - Tree canopy protection
  - Street sweeping to reduce dust
  - Development standards for buildings and air filtering near air pollution sources like freeways
  - Education on air pollutants

Plants and Animals

No significant adverse impacts expected with mitigation.

Likely Impacts

- New development in currently vegetated areas, impacting fish and wildlife habitats
- Increased impervious surfaces affecting aquatic habitats (runoff, heat, less shade)
- Construction could impact habitat through runoff of soils and sediments, equipment spills, and noise
- **Alternative 1 has the highest impacts** due to location of growth and more growth on undeveloped land

Mitigation Options

- New climate policies and updated critical areas regulations in Alternatives 2 and 3
- Potential measures:
  - More program resources for tree canopy cover
  - Incentives for habitat conservation
  - Land acquisition in key areas
  - Adaptive management policies for critical areas and shorelines
  - Code that limits clearing and soil disturbance

Land Use Patterns and Urban Form

All the alternatives have the potential for significant adverse impacts to cultural resources.

No unavoidable significant adverse impacts expected to land use, urban form, and environmental justice.

Likely Impacts

- Highest levels of growth in areas that are already higher intensity
- Greater development intensity over time due to infill
- More middle housing types and ADUs
- Some tree, noise, shadow, view, potential historic and archeological resource impacts
- Alternatives 2 and 3 update neighborhood and urban design policies, and add climate policies, to address development compatibility, investments in amenities, and climate resilience

Mitigation Options

- Spokane Municipal Code regulations for land use, urban form, and historic preservation
- Potential measures:
  - Apply cultural resources discovery policies to full city limits
  - Construction noise rules and other noise standards
  - Additional development standards for light and shading
  - Investments to reduce heat and noise

Population, Employment, and Housing

No significant adverse impacts expected with mitigation.

Likely Impacts

- Some housing policy and code changes from the Housing Action Plan
- More jobs in Northeast Spokane and Center City
- Inadequate housing capacity to meet targets for lower income bands (under 80% Area Median Income) under Alternative 1
- More opportunities for moderate and high intensity residential and mixed-use development in Alternatives 2 and 3
- More housing displacement impacts under Alternatives 2 and 3, but greater housing production and diversity
- Higher jobs to housing ratio than current in Alternatives 1 and 3
- **Alternative 1 has the highest impacts**

Mitigation Options

- Updates to comprehensive plan under Alternatives 2 and 3 to address housing targets for all incomes, displacement, racially disparate impacts, and housing barriers
- Spokane Housing Action Plan strategies
- StartUp Spokane program for business resources
- Potential measures:
  - Rental Assistance Fund
  - Public Development Authority
  - Land banking
  - Use of development agreements
  - Minimum density requirements
  - Incentives for affordable commercial tenant space
  - Other measures as detailed in DEIS section 3.5.3

Relationship to Plans, Policies, and Regulations

No significant adverse impacts expected with mitigation.

Likely Impacts

- All alternatives accommodate citywide growth targets
- **Alternative 1 has the highest impacts** due to inadequate housing capacity for lower income bands (under 80% Area Median Income)
- Alternatives 2 and 3 are better aligned with state requirements and regional, county, and local plans

Mitigation Options

- Alternatives 2 and 3 meet housing targets at all income levels and address other state requirements for the periodic update, including housing and climate planning

Transportation

No significant adverse impacts expected with mitigation.

Likely Impacts

- All alternatives would continue making pedestrian improvements but Alternatives 2 and 3 may accelerate them
- All alternatives would continue making bicycle improvements
- Alternative 1 has the highest vehicle miles traveled per capita
- Alternatives 2 and 3 would be expected to have a slightly higher share of walking
- All alternatives would have impacts on road intersection levels of service

Mitigation Options

- Planned roadway and transit improvements
- Current transportation impact fee program
- Potential measures:
  - Transportation Demand Strategies to encourage carpooling, vanpooling, transit, walking, biking, and telework
  - Transportation Systems Management and Operations and signal timing
  - Agency partnerships

Public Services

No significant adverse impacts expected with mitigation.

Likely Impacts

- Increased demand for police, fire/emergency medical services, schools, parks, libraries, and solid waste
- Alternative 1 would increase demand in the Center City, existing centers and corridors, and less developed areas
- Alternatives 2 and 3 would reinforce growth in already developed areas
- Mead School District would see more student growth under Alternative 1 and Spokane School District would see less

Mitigation Options

- Adopted Comprehensive Plan, Capital Facilities Plan, and other policies support capital facilities and public services planning
- An increased local sales and use tax to support a Public Safety Tax became effective April 1, 2025
- New climate policies under Alternatives 2 and 3
- New Capital Facilities Plan under Alternatives 2 and 3
- Potential measures:
  - Impact fees for schools, parks, or fire
  - Parks fee-in-lieu program
  - Parkland dedication opportunities in key locations
  - Partnerships for education and childcare spaces and parks and natural lands

Utilities

No significant adverse impacts expected with mitigation.

Likely Impacts

- Increased demand for utilities due to growth
- Increased concentration of utility users under Alternatives 2 and 3 (better efficiency, but potential upgrades needed for energy, water, and sewer)
- Specific upgrades needed would vary by alternative based on location of growth

Mitigation Options

- City water conservation programs
- Ongoing planning for water and wastewater systems to address growth and changing demand
- Regular energy planning with Avista
- Potential measures:
  - More local energy resources
  - Energy-efficiency infrastructure
  - Upgraded stormwater infrastructure
  - Minimizing runoff
  - Protection of critical aquifer recharge areas

Next Steps

The City of Spokane is requesting comments from the public, agencies, Tribes, and all interested parties on the Draft EIS from December 18, 2025, to February 18, 2026. Comments are due by **5:00 PM, February 18**. All written comments should be directed to:

Tirrell Black, Assistant Planning Director

City of Spokane

808 W. Spokane Falls Blvd

Spokane, WA 99201

509.625.6185 | PlanSpokane@spokanecity.org

Submittal of comments by email is preferred. Please include in the subject line "PlanSpokane 2046 Draft EIS Comments."

A series of public and agency workshops are planned during the Draft EIS comment period. For the latest information on the workshop topics and times, please see the project website at: my.spokanecity.org/planspokane/. After public feedback and the selection of a preferred alternative, a Final Environmental Impact Statement will be written that analyzes the chosen path forward. The Final EIS will also respond to comments received on the Draft EIS.

Draft Environmental Impact Statement Public Comment Summary

Updated March 2026

The City of Spokane is commencing a periodic update to the City's Comprehensive Plan as required by the Growth Management Act (GMA). A "periodic update" is the state's term for a full review of a Comprehensive Plan to make sure it is in conformance with any legislative changes to state law. The update also provides an opportunity to reevaluate the community's vision for the next twenty years and how to support that envisioned growth.

As part of PlanSpokane 2046, the City of Spokane is preparing an Environmental Impact Statement (EIS). A Draft Environmental Impact Statement identifies and analyzes a range of alternatives that describe different ways the City could grow and develop, known as growth alternatives. The City of Spokane Draft Environmental Impact Statement went out for public comment on December 18, 2025. Over 200 public comments were received by the deadline of February 18, 2026. The City, following a request for extension of time, then extended the comment period an additional 15 days to end on March 5, 2026, at 5 p.m.

To support the public in making their comments, community outreach occurred that focused on providing information on the Draft Environmental Impact Statement and how to submit comments. The PlanSpokane 2046 Draft EIS StoryMap presented the technical analysis in a more accessible format. A virtual Lunch and Learn occurred on January 13, 2026, providing information on the PlanSpokane 2046 process and key details about the growth alternatives analyzed. Finally, a series of PlanSpokane Listening Hours were held, with Planning staff out in the community to answer question about and discuss the Draft Environmental Impact Statement.

All materials for the Draft Environmental Impact Statement are available on the project page: https://my.spokanecity.org/planspokane/draft-eis/

Comment Summary

In total, the City of Spokane received 203 written emails and 2 written comment cards during the public comment period, with some commenters submitting more than one written statement.

- 11 Agency and Tribal Governments Comments:
    - Coeur d'Alene Tribe

    - Washington State Department of Transportation (2 written emails)
    - Spokane County
    - Spokane Transit Authority
    - Washington Department of Ecology
    - Washington Department of Natural Resources
    - City of Spokane Department of Integrated Capital Management (2 written emails)
    - City of Spokane & Spokane County Historic Preservation Commission (2 written comments)
- 4 Neighborhood Councils and Community Assembly Comments:
    - Community Assembly (2 written emails)
    - Emerson-Garfield Neighborhood Council
    - Grandview-Thorpe Neighborhood Council
- 10 Institutional/Organizational Comments:
    - Rockwood Retirement Communities
    - 350 Spokane Interfaith Committee (2 written emails)
    - Spokane Regional Transportation Council
    - Visit Spokane
    - Futurewise
    - Spokane River Keepers
    - Friends of Spokane Trees
    - Spokane Falls Community College Environmental Club
    - Downtown Spokane Partnership
- 180 Individuals

Common Themes

Below is a thematic summary of the public comments. Please note that this is a high-level summary and a full comment analysis and response to comments will be published in the Final Environmental Impact Statement.

- Preference for Alternative 3, 2, or a combination of Alternatives 3 & 2
- General support for some elements of Alternative 2, Alternative 3, or both
- Potential environmental impacts and mitigation measures
- Protection and preservation of natural and historic resources
- Public transportation and infrastructure capacity
- Potential neighborhood impacts
- Affordable housing units
- Potential obstacles to local businesses and development due to rising costs, regulatory barriers

What's Next

The City of Spokane will consider all the timely comments received during the public comment period and will be responding to the substantive comments in writing. This will be published in an

appendix in the Final Environmental Impact Statement. Following SEPA guidance, which regulates the Environmental Impact Statement process, possible responses that will be considered include:

- Explain how the alternatives, including the proposed action, were modified;
- Explain how the analysis was supplemented, improved, or modified;
- Make factual corrections; or
- Explain why the comment does not warrant further response

The public comments will help inform the development of the preferred alternative, along with the full public engagement to this date and the environmental review within the Draft Environmental Impact Statement. The preferred alternative may be composed of some combination of the three different alternatives, based on feedback. Ultimately, the preferred alternative will shape the final Comprehensive Plan and Final Environmental Impact Statement as the preferred direction for future growth and investment in the City of Spokane.

Exhibit D

Public Engagement Summaries

- 2025 Community Engagement Summary
- Future Growth and Guiding Policies Engagement Summary

PLANSPOKANE 2046

2025 Community Engagement

SUMMARY

PLANSPOKANE

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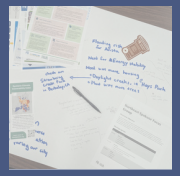

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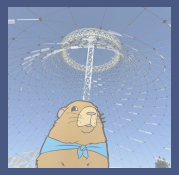

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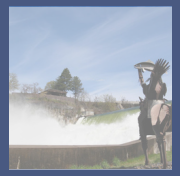

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The City of Spokane is conducting a periodic update to the City's Comprehensive Plan, dubbed PlanSpokane 2046. A "periodic update" is the state's term for a full review of a Comprehensive Plan to make sure it's in conformance with any legislative changes to state law. Due at the end of 2026, the Periodic Update will identify policies and future regulations to guide the next 20 years of our city.

2025 was a busy year for community feedback on Spokane's future vision, climate resiliency, future growth, and guiding policies, with **over 3,400 total community responses**. This document provides a summary of most of the feedback heard so far, with more engagement to occur throughout 2026.

← CONTENT

COMMUNITY VISIONING

As part of the PlanSpokane 2046 Periodic Update to the Comprehensive Plan, the City of Spokane conducted an early visioning process to understand what the community wants for the next twenty years. **Over 300 community members participated** in the various visioning activities, providing insights into how the City should grow. Ultimately the feedback will identify the different ways the City can meet these goals for growth or put differently, how to meet Spokane's envisioned future.

Based on community feedback, a draft vision statement for the Comprehensive Plan has been identified:

"Spokane aims to foster a vibrant, resilient, and inclusive city by supporting economic growth, environmental stewardship, and the diverse needs of the whole community. The City is dedicated to ensuring access to attainable housing, safe streets, and thriving neighborhoods while inspiring innovation, cultural vitality, and connection for all Spokane residents."

Launched in early January and running through April, the PlanSpokane 2046 visioning process resulted in key themes to inform the future growth and policies for the City of Spokane. The collective themes are to the right, with each activity bringing its own insights.

The vision board highlighted a desire for nature and environmental stewardship, community connection, opportunities for housing and jobs, and improved access to public spaces. The Community Visioning Workshop Series and corresponding survey received feedback pointing towards a welcoming and livable City with a mix of uses that support thriving and connected neighborhoods. The final Spring Market pop-up reinforced these ideas, while highlighting that the City should be walkable/bikeable, healthy, equitable, and safe.

Read the full PlanSpokane Community Visioning Engagement Summary at https://tinyurl.com/PlanSpokane-Visioning

VISIONING THEMES

NATURE

- Access to nature
- Sustainability and environmental stewardship
- Healthy and clean

COMMUNITY

- Welcoming and diverse
- Accessible
- Family-friendly
- Connected
- Human-centered
- Safe

INNOVATION

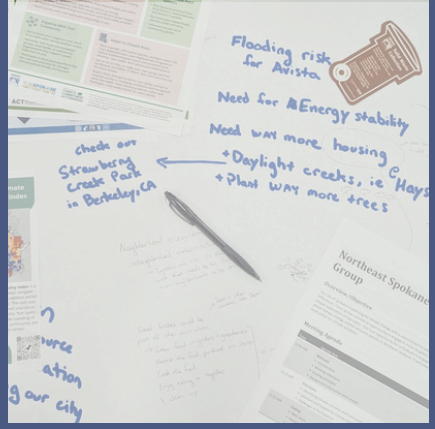
- Good jobs
- Culture and arts economy
- Cutting-edge
- New industries
- Reuse

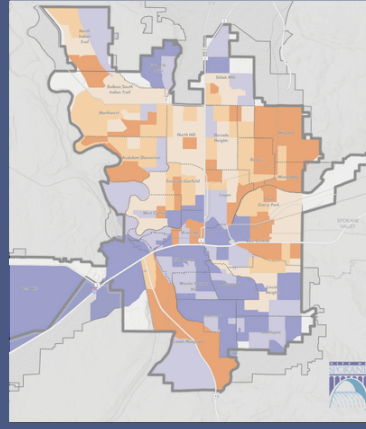
LIVABLE

- Affordable
- Walkable and bike-friendly
- Access to neighborhood services
- Attractive

CLIMATE FOCUS GROUPS

As part of PlanSpokane 2046 effort to incorporate climate and resiliency policies into the Comprehensive Plan in alignment with HB 1181, the City of Spokane held focus groups to hear from communities impacted by climate hazards. Their feedback informed the Climate Vulnerability and Risk Assessment to bring together data and lived experiences to identify climate risks and vulnerability in Spokane.





Learn more at my.spokanecity.org/climateplanning

YOUTH FOCUS

The Youth focus group had 11 participants aged 14 to 18, providing insight from a vulnerable population still in development and who may still be dependent on adults for their safety and well-being.

Key takeaways from the focus group include:

- Empowerment through knowledge is key.
- Air quality and wildfire smoke are more immediate and disruptive climate concerns.
- Heat is isolating youth from activities and social connection.
- Strong connection between nature access and mental health.
- Growing anxiety about long-term ecological shifts and disconnection from natural world.
- Public transit and bike infrastructure are critical services for youth.
- Desire for systemic change to provide stability and not worsen social inequities.

CLIMATE JUSTICE FOCUS

The Climate Justice focus group had 8 participants from local community-based organizations representing houseless, Muslim, Asian, BIPOC, immigrant, refugee, and environmental justice communities.

Key takeaways from the focus group include:

- Unhoused individuals, elders, renters, disabled people, and non-English speakers are among the most vulnerable.
- Language access and communication gaps are major barriers.
- Housing quality and income contribute to climate vulnerability.
- Partner with local nonprofits to support community trust and cultural relevance.
- People often prioritize survival needs over long-term climate issues.
- Increase accountability.

NORTHEAST SPOKANE FOCUS

The Northeast Spokane focus group had 17 participants who all lived in Northeast Spokane, an area of the City underrepresented in public engagement while being highly impacted by climate hazards.

Key takeaways from the focus group include:

- Community connection and shared solutions can increase community resiliency.
- Poor air quality is a major concern.
- Lack of shade and extreme heat reduce access to services.
- Practical, community-based climate education is needed.
- Stigma and infrastructure gaps reduce public transit use.
- Need to align development with environmental goals.
- Center equity and accessibility.

***A second round of climate focus groups occurred in November and December 2025, with results not yet available by the time of this publication. A summary of these focus groups (youth, climate justice, food access, and resource constrained) will be available at PlanSpokane.org in early 2026.**

SURVEYING FOR CLIMATE RESILIENCY

"Biggest obstacle is feeling isolated in these attempts at conservation. Like my efforts don't matter."

- Community Climate Planning Survey Respondent

Local, state, and national data and community lived experiences are all integral in understanding how to best support local resiliency in Spokane. During key times of the climate and resiliency planning effort, two community-wide surveys were created to learn from those who live, work, and visit in Spokane.

The **Community Climate Planning Survey** asked community members to identify climate hazards and impacts in Spokane as well as future desires.

Read the full Community Climate Planning Survey Summary at **https://tinyurl.com/Spokane-Climate-Survey**

The **Community Climate Policy Survey** then built upon the prior community feedback to identify potential policy decisions.

Read the full Community Climate Policy Survey Summary at **https://tinyurl.com/Spokane-Climate-Policy-Survey**

COMMUNITY CLIMATE SURVEY

1,573 RESPONSES

DECEMBER 6, 2024 THROUGH JANUARY 31, 2025

KEY TAKEAWAYS

- **Wildfires, extreme heat, and intense storms** identified as top three hazards of concern now, with **extreme heat**, **wildfire**, and **smoke from wildfires** as top concerns for the next 20 years.
- Only 14.91% of respondents indicated having not been personally impacted by any of the identified climate hazards.
- **Rising costs of living and basic needs** and **changes to recreational activities** were the top felt impacts within the past five years.
- **Agriculture and food systems** were ranked as most at risk from extreme weather and climate impacts in Spokane.
- **Costs** and **time** were identified as primary obstacles in reducing household environmental impacts.
- Potential solutions to increase Spokane's resiliency included **water and waste reduction**, **incentives for more sustainable upgrades**, **tree management**, and **more trees and greenspace**.

CLIMATE POLICY SURVEY

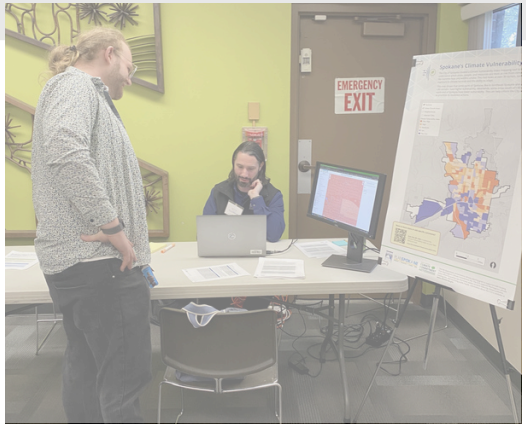
1,419 RESPONSES

JULY 21 THROUGH AUGUST 31, 2025

KEY TAKEAWAYS

- **Water**, **human health**, and **food systems** were collectively ranked as the most important climate and resiliency topics.
- **Public investment and infrastructure** was the top ranked type of policy, with **regulations** ranked the lowest.
- Themes for future actions the City should consider include:
  - **Lead by Example**
  - **Water Conservation and Waste Management**
  - **Community Collaboration and Engagement**
  - **Urban Green Spaces**
  - **Active Transportation**
  - **Disaster Preparedness**
  - **Equal Access**
  - **Sustainable Development**
- Future policies should be prioritized based on **reduction of environment harm**, **community health benefits**, **co-benefits**, **feasibility**, and **cost considerations**.

EARTH DAY WORKSHOP



On April 22, 2025, the City of Spokane hosted an Earth Day Community Workshop to learn from and share with Spokane's community. Twenty-one community members shared their experiences with climate hazards and how we can support a more resilient Spokane.

The workshop was a drop-in style event with posters at 4 stations, where attendees engaged in activities, interacted with the Climate Vulnerability Index online mapping tool, and were able to have in-depth conversations with staff members. Feedback received during the workshop informed the Climate Risk & Vulnerability Assessment and will support the development of future policies for a resilient and adaptive Spokane.

Read the full Earth Day Workshop Summary at https://tinyurl.com/Spokane-Earth-Day

Key takeaways from the drop-in workshop include:

- **Alternative transportation options** and **green space/tree protection** were ranked as the top climate pollution reduction actions.
- **Preserve, restore, and expand nature** was ranked as the top climate resilience action.
- **Supporting local, sustainable food systems** and **organizing community** received the most support as individual actions to support climate resiliency.
- Support for **increased and improved bike and pedestrian infrastructure.**
- Attendees wanted to **expand public transportation** and **promote connectivity**.
- Support for **infill and mixed-use development.**
- Promote **water conservation** throughout the City.

Read the full Tribal Engagement Workgroup Summary at https://tinyurl.com/Spokane-Tribal-Workgroup

TRIBAL ENGAGEMENT

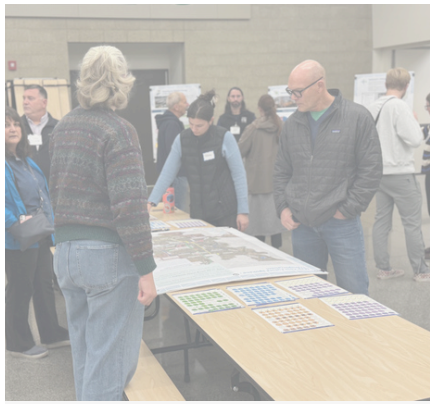
In early 2025, the City of Spokane launched a **Tribal Engagement Workgroup (TEW)** to ensure that Indigenous voices and knowledge systems shape its climate planning and inform the City's 2026 Comprehensive Plan. The TEW brought together regional Tribes and urban Native organizations in a culturally grounded process led by Kauffman & Associates, Inc. (KAI), a Native-owned consulting firm.

Over the course of four sessions and intervening conversations, TEW participants identified climate vulnerabilities rooted in the lived experiences of Native communities, including **loss of cultural access**, **urban invisibility**, **health disparities**, **water insecurity**, and **gaps in emergency planning**. They called for a broader definition of vulnerability that includes spiritual, cultural, and intergenerational dimensions and stressed the need for Indigenous co-governance and investment in Native-led solutions.

Recommendations for policy development:

- Prioritize funding for **Native-led** resilience hubs, food systems, and youth programs.
- **Embed cultural infrastructure** - gardens, sweat lodges, community gathering spaces - into neighborhood planning.
- Establish an **Indigenous advisory council** with co-governance authority in climate planning.
- Reframe climate indicators to include **cultural, spiritual, and relational measures of wellbeing**.
- **Expand data collection** to include Indigenous-defined metrics, oral histories, and story maps.
- Develop **tailored emergency management strategies** for Native families across Spokane.

FUTURE GROWTH AND GUIDING POLICIES



The City of Spokane held a community workshop series on future growth and guiding policies in November 2025. These in-person workshops included discussion, mapping exercises, and feedback opportunities related to various aspects of the Comprehensive Plan. **Over 100 community members participated** in the workshop series, which included one meeting in each City Council District, as well as a citywide meeting downtown.

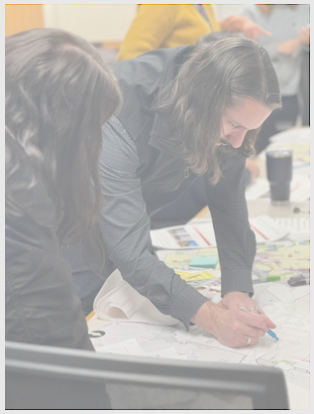
In addition to informational posters, the workshops included station activities to gather feedback from attendees. Stations included questions on guiding policies, displacement, a proposed land use schema, and the three Growth Alternatives being evaluated in the Draft Environmental Impact Statement. Mapping exercises on mixed-use zoning and transportation amenities created spatial information to inform on-the-ground proposals. Climate and resiliency feedback was also received, including on City actions, important topics, environmental justice, and the prioritization of future policies.

When asked about topics of importance to be integrated into the City of Spokane's next twenty years, key themes from the community included:

- **Accessibility**
- **Employment and job creation**
- **Revitalization**
- More **third places** and **community connection**
- **Parks and access to nature**
- **Bikeable/walkable neighborhoods**
- **Affordable housing**

A full summary will be available at **PlanSpokane.org** once finalized

CONCLUSION



In addition to the larger engagement efforts mentioned above, the City of Spokane has been busy popping up at community events, presenting before Neighborhood Councils, and meeting with organizations and partner agencies to hear from the community. Staff have also presented before City Council, Spokane Plan Commission, Climate Resilience and Sustainability Board, Transportation Commission, Housing Action Subcommittee, and numerous other City commissions and boards.

Have a group that may be interested in hearing a presentation? Does your organization want a tailored discussion about PlanSpokane 2046? Have an event where staff can attend? Reach out to the Planning Team at PlanSpokane@spokanecity.org to inquire about availability.

There's even more work ahead in 2026 . . .

Opportunities for public feedback in early 2026 include the Draft Environmental Impact Statement and Chapter Review processes. Feedback from these components will then result in the selection of Preferred Alternative and Final Environmental Impact Statement, as well as final goals and policies of the Comprehensive Plan.

Final adoption of the updated Comprehensive Plan is tentatively slated for the end of 2026.

Draft Environmental Impact Statement

A Draft Environmental Impact Statement with different ways the City can grow in order to meet state requirements and the community vision will be issued in December 2025, with a 60 day public comment period. This document compares potential ways the City can grow, allowing community members to provide feedback on Spokane's future. Community input will help decisionmakers select the Preferred Alternative, which is the growth strategy for Spokane's next twenty years, in early 2026.

Chapter Review

The City's Comprehensive Plan is being updated with revised and new goals and policies to support community needs. Draft versions of chapters are available for public feedback at **PlanSpokane.org** under "Chapter Review". Comments can help direct language and identify potential gaps in future policy direction. New chapters and language revised based on community feedback will periodically be available throughout early 2026.

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Learn more at PlanSpokane.org

Questions or comments? Email the Planning Team at PlanSpokane@spokanecity.org

PlanSpokane

Future Growth and Guiding Policies Engagement Summary

December 2025

PLANSPOKANE

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- District 3 Memo
- Community-Wide Memo
- Workshop Posters

Background

As part of the PlanSpokane 2046 Periodic Update to its Comprehensive Plan, the City of Spokane has been seeking public feedback on the City's next twenty years throughout 2025. While regular updates to the Comprehensive Plan have occurred, this will be the **first substantial update since the Comprehensive Plan was first adopted in 2001**. With the significant population growth and changing local factors Spokane has experienced since then, this update provides the community with an opportunity to reevaluate how they want the City to grow. The goals of this update are to meet all state legislative requirements adopted since 2017, incorporate community input around changing needs and wants, and to streamline the Plan to make it more user friendly.

What is a Comprehensive Plan?

A Comprehensive Plan is the community's vision for how the city grows and invests. It is mandated by state law requiring a "road map" for fast-growing cities, known as the Growth Management Act. Spokane must have a Comprehensive Plan to manage population growth, with goals that include reducing sprawl, supporting efficient multimodal transportation, protecting the environment, and many more.

The Comprehensive Plan establishes a vision for the city – looking at a horizon of twenty years. It guides implementation through Capital projects, City programs, and regulations.

Being the first substantial update since 2001, the City of Spokane has determined that this proposal is likely to have a significant and potentially negative impact on the environment. As such, an **Environmental Impact Statement (EIS)** is required under RCW 43.21C.030 (2)(c) and will be prepared as part of the PlanSpokane 2046 effort. The first step of the EIS process is known as "scoping". Both before and during the scoping comment period, the City of Spokane Department of Planning and Economic Development provided opportunities for the community to be engaged in the process of identifying the future vision for Spokane's next twenty years. The Community Visioning Engagement Summary provides a recap of the feedback heard.

Once the overall vision for the future is determined, the next step of the EIS process is to evaluate different ways the City can meet that vision while also accommodating future growth. To that end, the City of Spokane held a community workshop series on future growth and guiding policies in November 2025 for initial feedback on different ways the City of Spokane can grow, as well as the goals and policies to get us there.

More information about the PlanSpokane 2046 Periodic Update can be found at PlanSpokane.org

Community Workshop Series

At the beginning of 2025, community members provided invaluable feedback to create a 20-year vision for the City of Spokane. Since then, there has been ongoing work to identify different ways to reach that vision. To present the community with those options on how the City can grow, and receive feedback on goals and policies, a community workshop series on future growth and guiding policies was held in November 2025. One workshop was held in each City Council District, with one community-wide workshop held downtown. **Over 100 individuals attended** one or more of the workshops, providing valuable feedback to help shape the future of the City of Spokane.

Figure 1. Community members participate in the District 1 Community Workshop.

These in-person workshops included discussion, mapping exercises, and feedback opportunities related to various aspects of the Comprehensive Plan, including the new element of climate and resiliency. Each station sought reactions and comments on how community members wanted to shape the next twenty years. Kids activities and catered food was also available.

Station 1: Guiding Policies

After learning more about the PlanSpokane 2046 Periodic Update and Environmental Impact Statement process through informational posters, the first activity station revolved around the policies of the Comprehensive Plan and the current Chapter Review process. Community members were asked to identify what topics they want to make sure are addressed in the updated Comprehensive Plan to help identify potential gaps in the currently proposed amendments.

Themes from the four community workshops include:

Accessibility (housing, public spaces, “sittable” neighborhoods)	Address employment and job creation
Incentives to revitalize vacant properties	More “third places” for community connection
Bikeable streets, including protected bike lanes	Levels of service for fire safety
Art districts	Daycare centers and support
Address land speculation	Creating neighborhood identities
Indoor swimming pools	More greenways and trails
Incentives for affordable and mixed-use housing	Greater civic engagement, involvement, and transparency

Conservation/migration corridors and natural playgrounds	Create/support quality and beautiful places to live
Reduced dependency on single occupancy vehicles	Support for unhoused residents, including work programs
Context sensitive design standards	Sidewalk and pedestrian safety
Allow for more mixed uses in neighborhoods to support walkability, create local "hubs"	Coordination of road construction to prevent multiple roadway maintenance in the same direction

Station 2: Displacement

As part of the PlanSpokane 2046 Periodic Update to the Comprehensive Plan, the City of Spokane has completed analysis on racially disparate impacts and displacement risk to meet state legislative requirements (HB 1220). After being presented with the three different types of displacement – physical, economic, and cultural – community members were asked to help brainstorm causes of housing and small business displacement, as well as how the City of Spokane could address those causes.

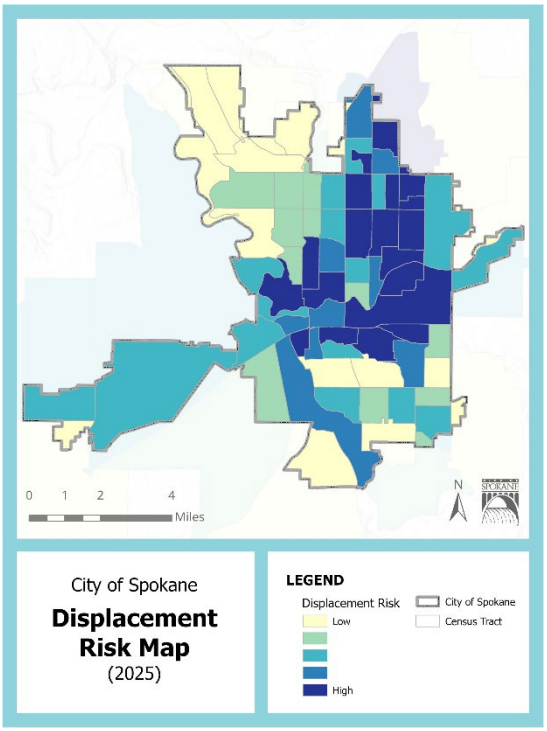


Figure 2. City of Spokane Displacement Risk Map from the Racially Disparate Impacts Analysis Report (2025).

Causes identified included **high housing costs** and **lack of housing inventory** to keep up with population increases, **mobile home parks being replaced**, businesses leaving and/or not having patrons due to **perception of safety** or **vandalism**, **lack of inclusive and accessible transit and public spaces**, **impact of taxes**, **buildings being demolished** for parking lots or shopping centers, **vacant or underutilized lots**, increase in housing **costs due to surrounding development**, **lack of pedestrian infrastructure**, **high insurance costs/losing property insurance** due to wildfire risk, **corporate rental ownership**, and **climate risks** (heat, lack of trees).

Potential actions to address the causes included **streamlining permit processing**, the **City being involved in public housing development**, **replacing existing housing with affordable multi-family housing**, **create supportive zoning** before development is expected to occur, **wildfire risk mitigation** (to address insurance issues), **rental costs management**, **increase transportation options** (pedestrian friendly streets/bus routes/road access), and **support community resiliency** to climate hazards.

Station 3: Land Use Schema

One aspect of the PlanSpokane 2046 Periodic Update includes updating the land use schema for the City of Spokane, with the goal of reducing the number of land use categories. Land use is essentially what kinds of uses can be built where, and community members were asked to provide feedback on the proposed land use categories: Urban Agriculture, Residential Low, Residential High, Commercial, Centers & Corridors, Institutional, Downtown, Industrial, and Open Space. Community members were asked what uses they would like to see in each proposed land use and where they should be located.

Urban Agriculture

- Allow flower growers, small vegetable and fruit farmers market-style food production
- Locate to avoid impacts of potential pesticides
- Preserve agriculture in the city by only allowing agricultural uses

Residential Low

- Ensure there is human-scale and human serving design, walkable third places, a transition between low- and high-density areas, and that the scale of residential and commercial uses match
- Allow parking, community gardens, small mixed uses (cafes, ice cream parlors, bookstores, medical uses like a dentist), indoor community pools, community gathering spaces, and professional offices
- Do not allow gas stations
- Create a process of neighborhood input on project-by-project basis for non-standard uses
- Develop incentives for neighborhood businesses
- Prioritize adaptive reuse over new development
- Locate near centers and corridors and other high intensity uses

Residential High

- Ensure accessible housing (no stairs)
- Expand into existing lower scale residential, such as near transit or in close proximity to amenities
- Have a minimum density

Commercial

- Expand mixed uses
- Leverage vacant commercial areas to add business or apartments
- Establish zoning requirements for gas stations/convenience stores related to sober living and other affordable housing services

Centers & Corridors

- Allow multi-unit housing and trade/live-work makerspaces
- Do not allow drive throughs, gas stations, convenience stores, hostile architecture, or single-unit homes

- Locate throughout Division once NS Corridor is complete and traffic reduces

Downtown

- Allow taller buildings and larger business spaces

Institutional

- Incentivize apartments
- Allow community pools

Industrial

- Encourage adaptive reuse of existing spaces

Open Space

- Allow undeveloped/natural parks with trails, mountain biking, indoor community pools
- Ensure enough parks/trails for those living in dense areas/apartments to have outdoor access, as well as accessible open spaces
- The full length of the Spokane River should be a public park
- Prioritize passive natural spaces

Station 4: Growth Alternatives

A significant result of the PlanSpokane 2046 Periodic Update and Environmental Impact Statement will be the selection of a Preferred Alternative – the desired direction for growth and prioritization for the City of Spokane's next twenty years. To identify that Preferred Alternative, the City must study different Growth Alternatives, which are different ways to address population growth, economic goals, and the community vision. More detailed analysis and comparisons will be available during the Draft Environmental Impact Statement public comment period expected to kick off in December 2025. This poster station allowed for an initial reaction to the potential options.

Figure 3. Community members participate in the District 2 Community Workshops.

Community members were presented with the three Growth Alternatives being evaluated as part of the PlanSpokane 2046 Periodic Update process. Alternative 1 (Stay the Course) represents the current growth strategy. To address recent state legislation, Alternative 2 (Distributed and Balanced) and Alternative 3 (Center City and Regional Hubs) were developed out of earlier visioning and scoping engagement. After reviewing the proposed maps and a snapshot of environmental impact evaluation comparisons between the three alternatives, community members were asked to vote on their preferred growth strategy.

Alternative 2 received the most votes with 25. **Alternative 3 came in second** with 7 votes. One vote selected a middle ground between Alternative 1 and Alternative 2. **Alternative 1 did not receive any votes** (presumably due to community understanding that it does not meet all state legislative requirements).

Rather than voting for a specific Alternative, most community members provided comments on the City of Spokane's future growth. The Preferred Alternative can be a combination of elements of the different Growth Alternatives, with these comments providing direction on what aspects were viewed positively from each alternative.

In general, community members liked the **interconnectedness of Alternative 2**, but also saw the benefit of the **Center City focus of Alternative 3** on businesses, community safety, and more housing. *Full comments can be found in the workshop-specific memos in the appendix of this summary.*

Station 5: Map Your Future Spokane – Mixed-Uses

Through a mapping exercise where different color pins represented different types of mixed-use designations, community members were asked to identify where they thought different sizes and scales of mixed-use development should be located throughout the City.

Figure 4. Mixed-use descriptions provided for the Map Your Future Spokane exercise. A higher resolution image can be found in the Workshop Posters appendix.

In general, **MU-TOD** was located along Division/Ruby, Market Street, Mission Avenue, North Monroe, near Shadle Library on Wellesley, in parts of downtown and Cliff-Cannon, Hamilton and the northernmost portion of Nevada Street, and in areas along 29th.

MU-1 was located in Hillyard, Nevada Heights just east of Division, the middle of Cliff-Cannon, north Five Mile Prairie, in parts of Audubon/Downriver and West Central, between Northwest and Balboa/South Indian Trail, North Monroe, near Shadle Library on Wellesley, and downtown.

MU-2 was located in Nevada Heights, the middle of Bemiss, adjacent to Chief Garry Park within the Chief Garry Park neighborhood, the northwest corner of Manito/Cannon Hill, north of Comstock, Shiloh Hills, Northwest, North Hill, along Indian Trail Road, and in areas along 29th.

MU-3 was located in the middle of Hillyard and Bemiss, multiple locations in Cliff-Cannon, on West Sunset Boulevard, Audubon/Downriver, Northwest, and along the edges of Manito/Cannon Hill.

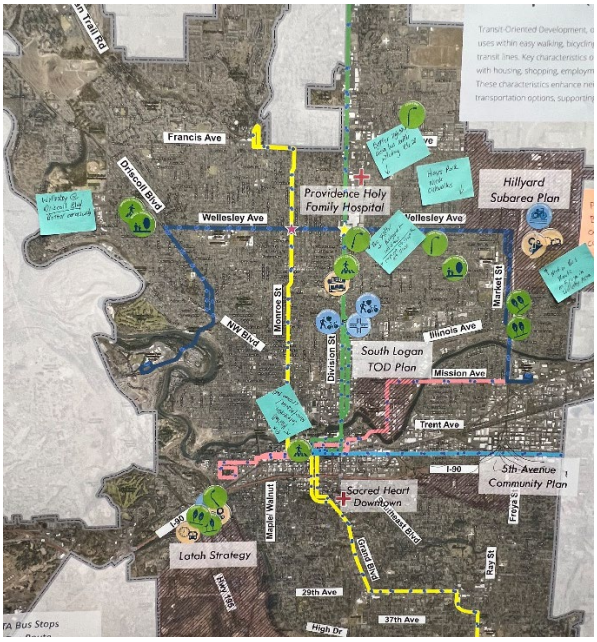
Additional comments about mixed-uses included:

Provide more uses in proximity to housing to reduce distance/need for transportation	Trade and makerspaces in West Central
There's currently a lack of affordable and larger retail near neighborhoods, not just small	Mobility connectivity for all modes in East Hillyard is a local priority
No more drive throughs	MU-2 should be everywhere
More intensity along arterials, transition to higher commercial, and then allow residential	No mixed-use in neighborhoods, concerned over exploitative development
Need a Latah-Cannon Corridor Plan to address traffic, 195 and I-90 ramp	Need parks and trails in Hillyard
More health and transportation access in West Central	Designated business district/center/corridor down east Broadway of West Central
Encourage trades academy	Support the creation of 24-hour daycare
Increase pedestrian/bike infrastructure along Northwest Boulevard	Create protections against displacement in Chief Garry Park around City Line stops, including increasing resources for community

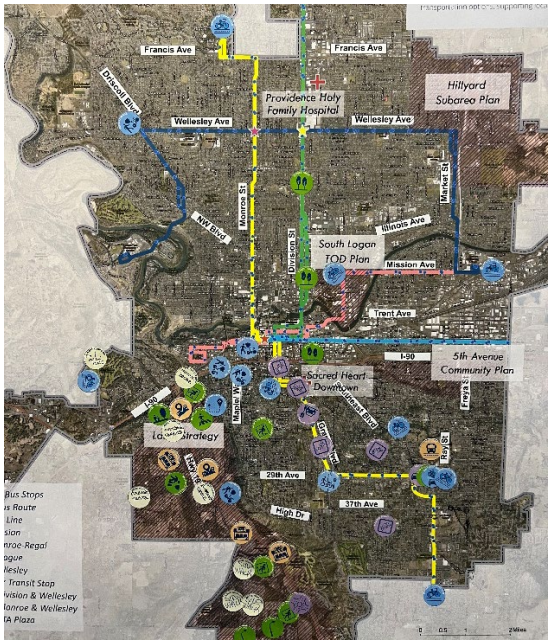
Station 6: Map Your Future Spokane – Transportation

Through a mapping exercise to indicate preferred development types and street upgrades, community members were asked to identify what type of street improvements they want to see along major transit stops, with street trees and greater connectivity being consistent themes. *Full summaries can be found in the workshop-specific memos in the appendix of this summary.*

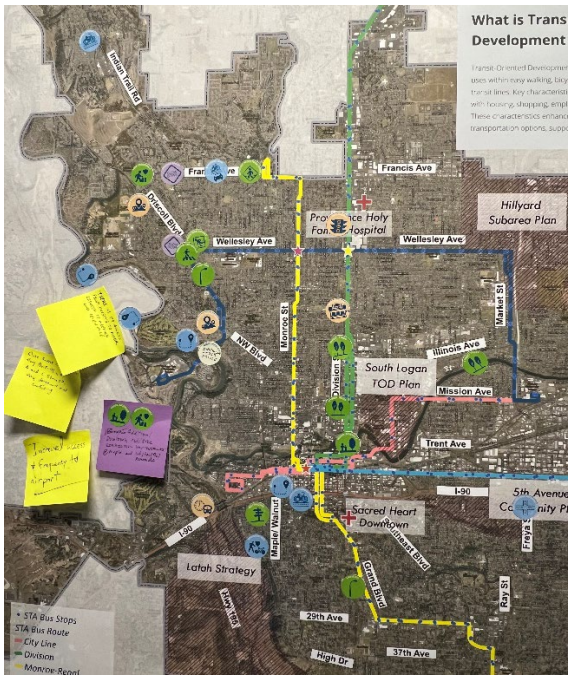
District 1



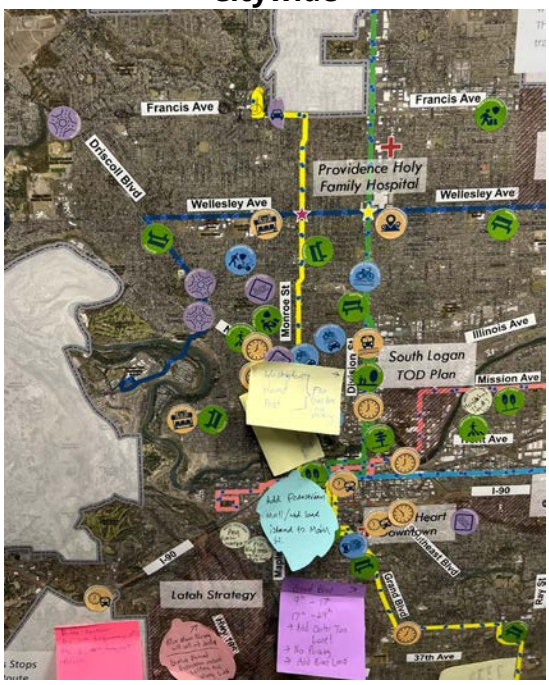
District 2



District 3



Citywide



Station 7: Planning for Climate

Another significant component of the PlanSpokane 2046 Periodic Update is the integration of climate and resiliency policies into the Comprehensive Plan to align with recent state legislation. Climate Planning efforts have been ongoing, with this workshop series providing an opportunity to bring all elements of the update together for community input. Workshop attendees were first asked to identify what actions they want the City of Spokane to take to support local climate resiliency.

Key themes from the feedback include **tree canopy** expansion and protection; **resilient and equitable development**; climate resilience **education and community engagement**; **water conservation** and **quality**; **energy efficiency** and **weatherization**; **reducing car reliance**; **air quality** and **pollution reduction**; **fire safety** and **mitigation**; access and preservation to **natural spaces**; and **housing and infrastructure**.

Station 8: Developing Climate Policies

In order to help develop climate and resiliency policies, community members were presented with top themes heard throughout the earlier phase of climate planning engagement, including wildfire smoke and extreme heat, water conservation, human health, food systems, tree canopy and green spaces, transportation and infrastructure, education, collaboration, and financial barriers. With those in mind, participants were then asked to identify any other topics of importance.

Topics identified include:

Address financial barriers	Food security
Do not exclude businesses from SpokaneScape program	Local community solutions to address climate hazards and resiliency
Greater bike infrastructure and connectivity	Impact of Artificial Intelligence
Increased shade	Water conservation
Convert unused city property to green spaces	Walkable neighborhoods
Indoor spaces to escape to during weather extremes	More resources directed to conservation programs
Trees and native landscaping, including potential for fruit trees as street trees	Support creation of more efficient building construction
Balance between infill development and trees	Active role of City in tree planting programs
Green infrastructure/swales	Education programs to support local resiliency
Mental and physical health	Intersection of natural and built environment
Protect mature trees and iconic basalt rocks	Increase accountability, including for businesses
Require parking	Maintenance of street trees
Incentives for tree planting in the north of the city	Weatherization/support new windows for historic homes
Recognition of limits to growth	"Dead internet" greenhouse gas emissions
Restrict wood burning fireplaces to improve air quality	Adjust development requirements to allow more room for trees
Growth numbers should consider possibility of climate refugees	Faster and cheaper transit (including through bus-only lanes and in Latah Valley)

Station 9: Environmental Justice

Environmental justice, as defined by state law, means the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to development, implementation, and enforcement of environmental laws, regulations, and policies. It includes addressing disproportionate health and environmental impacts. Community members were presented with the definition and ways to assess environmental justice, in order to support state required policies within the Comprehensive Plan.

Figure 5. Community members participate in the District 3 Community Workshops.

Workshop attendees were then asked to provide ideas on how the City of Spokane can support environmental justice. Key themes included supporting a **safe and connected transportation**

system that does not rely on single-occupancy vehicles, **targeting heat mitigation and resiliency** to vulnerable populations, **expanding green infrastructure** and tree canopy, **neighborhood investment without displacement**, and **City-funded resiliency investments** that support impacted neighborhoods and communities.

Station 10: Prioritizing Climate Policies

In addition to identifying potential climate and resiliency policies, the climate planning effort will include a prioritization process, which will help ensure that selected policies can be implemented and align with state requirements. Presented with the options of Resilience, Equity, Climate Pollution Reduction, Logistics, and Risk, community members were asked to identify the criteria they believed should be weighted more heavily than others.

Figure 6. Community members participate in the Citywide Community Workshops

Resilience came in first, with 21 votes, followed by **Equity** (16 votes) and **Climate Pollution Reduction** (15 votes). **Logistics** received 8 votes, while **Risk** had a total of 4 votes.

In addition to what was listed, community members were then asked to identify any other criteria that should be considered:

Build equity into each criterion	Legislative control to create solutions
How to reduce homelessness/outdoor sleeping to make people less vulnerable	Prioritize policies with City action rather than informational or "encouraging" resident action
Emphasize natural environment as a component of resilience criteria	Without resilience, we will have a hard time delivering on the other policies
Improvement to tree canopy	Clear out underbrush in fire risk areas
Inequitable impact of policy	Banning of wood burning fireplaces
Balancing costs and benefits to ensure prospective business ventures aren't impacted	Spreading out of affordable housing, "stop consolidating poverty"
Tighten controls on vehicle emissions	Allowing for shelters near services

Next Steps

Feedback received during the community workshops on future growth and guiding policies will inform amendments to goals and policies in the Comprehensive Plan, as well as discussion around the chosen growth strategy (or Preferred Alternative) for Spokane's next twenty years. Community members will have the opportunity to take a deeper dive into the details of and comparisons

between the Growth Alternatives after the release of the Draft Environmental Impact Statement (EIS) in December 2025, which will include a formal public comment period. More information about the Draft EIS will be available at PlanSpokane.org upon release. Final adoption of the PlanSpokane 2046 Comprehensive Plan is expected in the later part of 2026.

Figure 7. PlanSpokane 2046 process timeline

Community feedback will be accepted throughout the entire PlanSpokane 2046 process, from helping select the Preferred Alternative to weighing in on proposed goals and policies of the Comprehensive Plan.

We invite your participation:

- Visit the project webpage at PlanSpokane.org to learn more about the planning process
- Learn more about the Climate Planning efforts at my.spokanecity.org/climateplanning
- Subscribe to the PlanSpokane monthly newsletter to receive timely updates
- Attend future meetings and hearings hosted by the City of Spokane
- Provide written comments or ask questions to the Planning team by emailing PlanSpokane@spokanecity.org

Appendices –

- District 1 Memo
- District 2 Memo
- District 3 Memo
- Community-Wide Memo
- Workshop Posters

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Memo

Re: District 1 Future Growth and Guiding Policies Community Workshop

The District 1 Future Growth and Guiding Policies Community Workshop occurred on November 12, 2025 at Yasuhara Middle School. **Approximately 22 community members attended.** Feedback received at each station activity is summarized below. A full engagement summary of the workshop series will be developed at a later date.

Station 1: Guiding Policies

Community members were asked to write down what topics they want to make sure are addressed in the Comprehensive Plan to help identify potential gaps in the proposed amendments:

- Move civic engagement
- More districts for city council members
- More government transparency
- Incentives for empty properties on Division following BRT implementation
- More third places
- Continue partnerships with housing services and neighborhood councils
- Bikeable streets.

Station 2: Displacement

After being told about three different types of displacement (physical, economic, and cultural), community members were asked what causes to housing and small business displacement are they most concerned about. Additionally, how could the City address them?

The comments included:

- Consider the impacts of housing costs because of Division BRT.
- Get ahead of zoning along the corridor for middle/multi-unit housing.

Station 3: Land Use Schema

Community members were asked to provide feedback on proposed land use designations to implement the future growth of the Spokane. Specifically, they were asked what uses

should be allowed in the different land uses and were should the land use be located. Participants reflected on the following land uses:

- Residential Low:
  - Allow professional office
  - Allow MU-3 uses (like The Scoop)
- Residential High:
  - Have minimum density
- Centers and Corridors:
  - Do not allow single-unit homes
- Open Space:
  - Include intentional passive recreation

Station 4: Growth Alternatives

Community members were presented with the three Growth Alternatives being evaluated as part of the PlanSpokane 2046 Periodic Update process. Alternative 1 (Stay the Course) represents the current growth strategy. To address recent state legislation, Alternative 2 (Distributed and Balanced) and Alternative 3 (Center City and Regional Hubs) were developed out of earlier visioning and scoping engagement. After reviewing the proposed maps and a snapshot of environmental impact evaluation comparisons between the three alternatives, community members were asked to vote on their preferred growth strategy. Alternative 1 received 0 votes, Alternative 2 received 5 votes, and Alternative 3 received 1 vote.

Participants who did not fully prefer one alternative over another, as well as those who did make a selected, were asked to identify their likes and dislikes of potential growth options, as well as other considerations for future growth. Those comments included:

- Evacuation routes need for Latah Valley area/Vinegar Flats
- Distribute growth to remove silos between neighborhood and connected the community.
- Capitalize on larger roads to connect centers and places people visit
- Address Division BRT fully in Alt. 2 and 3.
- Require parking for large housing developments to be located within garages/parking structure.
- Turn parking lots into garages for a better use of land, especially around gathering places (e.g. arena).
- Build up, two story buildings waste land potential
- Have services in all areas of the city.
- Lack of ability to make left turns on Division can cause vacant lots/lack of businesses/patrons.
- Alternative 2 seems to be a natural approach to what will likely occur naturally.
- Vinegar Flats has a potential for job growth (mini Hillyard).

- Vinegar Flats is separate from Latah Valley area and should be treated as having different potential
- Build up, not out; focus on downtown and where growth already exists.
- Base Latah Strategy on infrastructure findings for connectivity.

Station 5: Map Your Future Spokane – Mixed-Uses

Through a mapping exercise where different color pins represented different types of mixed-use designations, community members were asked to identify where they thought different sizes and scales of mixed-use development should be located throughout the City. In general, respondents wanted respondents wanted MU-TOD along Division; MU-1 in Hillyard, Nevada Heights just east of Division, and in the middle of Cliff-Cannon; MU-2 in Nevada Heights, the middle of Bemiss, adjacent to Chief Garry Park within the Chief Garry Park neighborhood, the northwest corner of Manito/Cannon Hill, and the north of Comstock; MU-3 in the middle of Hillyard and Bemiss, the southeast corner of Bemiss, multiple locations in Cliff-Cannon, and along the edges of Manito/Cannon Hill.

In addition to pin placement, addition comments included:

- Make transportation less required (most uses in close proximity to households)
- Lack of affordable and larger retail near neighborhoods, highlighting Bemiss
- Mobility connectivity for all modes in East Hillyard is a local priority

Station 6: Map Your Future Spokane - Transportation

Through a mapping exercise that included stickers that indicated preferred development types and street upgrades, community members were asked to identify what type of street improvements and destinations they want to see along major transit stops throughout Spokane. In general, community members indicated wanting improved crosswalks and wider sidewalks along Northwest Boulevard; street trees, lighting and faster bus times around Vinegar Flats; improved crosswalks Downtown; more street trees on Market Street; separated bike lanes, improved crosswalks, lighting, and bus shelters along Division between the Ruby interchange and Wellesley; lighting and wider sidewalks in the Logan neighborhood, south of Wellesley; and improved bike connections and faster bus times in Hillyard.

In addition to sticker placement, addition comments included:

- Better crosswalks on Wellesley at Driscoll Boulevard
- Better lighting along bus routes including Route 28
- Hays Park needs sidewalks
- Bus shelter at Bridgeport and Glass

- Improve crosswalks at Glass
- Need a bus route on Freya in Wellesley area
- Fix Hairball intersection at Main/Monroe/Spokane Falls
- Pedestrian bridge is needed on Rowan to cross NSC
- Bridgeport near Division, people park half on sidewalk and half on street
- Fire access at Euclid into Minnehaha needs to be improved

Station 7: Planning for Climate

Community members were asked to identify what actions they want the City of Spokane to take to support local climate resiliency. Those comments included:

- Facilities and accommodations for dogs/pets.
- More shade on sidewalks.
- Reduction of VMTs through denser housing and more walkability.
- Locally fund ore SpoCanopy.
- Increase LOS for active transportation, reduced LOS for cars.
- More shade on trails and bus stops.
- Non-shaded areas and sidewalks are a burn risk for kids (toys, slides, etc.).
- Water conservation should not be focused just on residents.
- More fuel reduction in WUI areas.
- Continue tree canopy program.
- More QR codes around town (like parks) so people can get connected to information.
- Less black asphalt that raises heat, more white concrete.
- More sidewalk connectivity.
- More spending on education on water usage information.
- Removed trees need to be replanted in that area (not elsewhere in the City).
- Areas with lower tree canopy need higher tree requirements.
- More lawn alternative promotion, not just SpokaneScape.
- New Hillyard there are big oil tanks that burp oil smells into homes, cause air quality issues.
- Make the things that have and have not worked known; tell residents about known issues.
- More mail fliers of education, not just online.
- More education on fire wise and fuel reduction programs the City is already doing.
- Install solar panels over parking lots.

Station 8: Developing Climate Policies

In order to help develop climate and resiliency policies, community members were presented with top themes heard throughout the earlier phase of climate planning engagement. With those in mind, participants were then asked to identify any other topics of importance:

- Trees:
    - Require in new development
    - Leave existing trees in new development
    - Active City involvement in tree planting (don't require residents to request trees, ask them if they want trees)
- Oversight of street trees to support maintenance and growth to ensure trees live
- Swales

Station 9: Environmental Justice

Community members were presented with the definition and ways to assess environmental justice, in order to support state required policies within the Comprehensive Plan. Participants were then asked to provide ideas on how the City of Spokane can support environmental justice:

- Connect bicycle network and make e-bike traffic less dangerous.
- Expand the transportation network for bike and pedestrian connectivity.

Station 10: Prioritizing Climate Policies

In addition to identifying potential climate and resiliency policies, the climate planning effort will include a prioritization process. Community members were asked to identify the top criteria they believed should be weighted more heavily than others. Resilience received 1vote, Equity received 1 vote, Climate Pollution Reduction received 1 vote, Logistics received 1 vote, and Risk received 1 vote.

Community members there then asked to identify any other criteria that should be considered:

- Prioritize policies with city action rather than informational or "encouraging" resident action.
- Improvement to tree canopy (increase oversight and assistance, reduction of water costs to water trees, tree health support)

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Memo

Re: District 2 Future Growth and Guiding Policies Community Workshop

The District 2 Future Growth and Guiding Policies Community Workshop occurred on November 5, 2025 at Ferris High School. **Approximately 40 community members attended.** Feedback received at each station activity is summarized below. A full engagement summary of the workshop series will be developed at a later date.

Station 1: Guiding Policies

Community members were asked to write down what topics they want to make sure are addressed in the Comprehensive Plan to help identify potential gaps in the proposed amendments:

- Don't use broad terms in Comprehensive Plan
- Levels of service, especially for fire

Station 2: Displacement

After being told about three different types of displacement (physical, economic, and cultural), community members were asked what causes to housing and small business displacement are they most concerned about. Additionally, how could the City address them?

The comments included:

- Affordable Housing
- Address vandalism to support businesses
- Concerned about gangs for both housing and small businesses
- Lack of pedestrian infrastructure and transit
- High insurance for homes in the WUI, mitigate wilfire risk
- Corporate rental ownership
- Tree desert/heat island in certain neighborhoods
- Increase tree canopy
- Codes that require solar cooling
- Control rents
- Increase bus routes
- Create more pedestrian friendly streets
- Build roads before new development
- High housing costs

- Losing property insurance
- City should work with the State on housing costs and insurance loss

Station 3: Land Use Schema

Community members were asked to provide feedback on proposed land use designations to implement the future growth of the Spokane. Specifically, they were asked what uses should be allowed in the different land uses and were should the land use be located. Participants reflected on the following land uses:

- Urban Agriculture:
  - Preserve, no other use allowed.
- Residential Low:
  - Allow businesses catered toward people walking
  - Allow neighborhood input on a project-by-project level for other uses
  - Allow coffee shops, gathering spaces, and bookstores
  - Develop incentives for neighborhood businesses
  - Prioritize historic/adaptive reuse over new development (both commercial and residential)
  - Commercial and residential can coexist as long as the scale and auto vs pedestrian uses match each other in intensity.
  - Locate near centers and corridors and other high intensity uses.
- Commercial:
  - Zoning requirements for gas stations and convenience stores related to sober living and other affordable housing services.
- Centers and Corridors:
  - Do not allow drive-thrus, gas stations or any other auto-oriented uses.
- Open Space:
  - Should include parks and natural open space.
  - Preserve open space.
  - Protect trees during development, including on private property.

Station 4: Growth Alternatives

Community members were presented with the three Growth Alternatives being evaluated as part of the PlanSpokane 2046 Periodic Update process. Alternative 1 (Stay the Course) represents the current growth strategy. To address recent state legislation, Alternative 2 (Distributed and Balanced) and Alternative 3 (Center City and Regional Hubs) were developed out of earlier visioning and scoping engagement. After reviewing the proposed maps and a snapshot of environmental impact evaluation comparisons between the three alternatives, community members were asked to vote on their preferred growth strategy. Alternative 1 received 0 votes, one vote was cast for a middle option between Alternative 1 and Alternative 2, Alternative 2 received 6 votes, and Alternative 3 received 2 votes.

Participants who did not fully prefer one alternative over another, as well as those who did make a selected, were asked to identify their likes and dislikes of potential growth options, as well as other considerations for future growth. Those comments included:

- Direct growth to Garland/Perry/Downtown/areas already with growth and not within neighborhoods with limited parking and emergency access.
- Direct growth away from mature trees and rock formations.
- Distributed housing and transportation needed.
- Alternative 2 & 3 should both focus on TOD and increased affordable housing.
- Large subdivisions should have traffic lights to exit to accommodate surrounding growth.
- Duplexes built and sold as duplexes are not selling/not affordable; concerns over affordable housing in alternatives.
- Parking requirements should be 1 space per unit.
- Need safe crossings to bus stops/park and rides.
- High intensity housing can be isolating, community hubs are needed.
- Increase housing downtown; get more people visiting downtown.
- Locate mix-use along NS Corridor interchanges.
- Address Airway Heights growth impact on access to water.
- Concerns over Division traffic and conflict of businesses, curb cuts.
- Infrastructure needs to be in place before continuing to allow new development (Freya Lower South Hill highlighted).
- More mixed-uses everywhere; less areas with single uses.
- Locate employment and industrial uses on edges of the city.
- Provide/expect commercial uses to pop up around employment.
- Provide more attractions; things for groups/teens to do together.

Station 5: Map Your Future Spokane – Mixed-Uses

Through a mapping exercise where different color pins represented different types of mixed-use designations, community members were asked to identify where they thought different sizes and scales of mixed-use development should be located throughout the City. In general, participants had few locations they wanted mixed-uses to be located. However, MU-TOD was identified for Market Street, North Monroe, and portions of Ruby. MU-3 was identified on West Sunset Boulevard.

In addition to pin placement, addition comments included:

- MU-2 should be everywhere.
- No neighborhood businesses, there is no parking.

- No Latah-Cannon Corridor plan; all the traffic, no plan.
- No mixed use in neighborhoods, protect neighborhood from exploitive development.
- Want to see more intensity at arterials, then higher commercial, and finally residential.
- Want a transportation plan for Cliff-Cannon; there's no future plan considering 195 and I-90 ramp.

Station 6: Map Your Future Spokane - Transportation

Through a mapping exercise that included stickers that indicated preferred development types and street upgrades, community members were asked to identify what type of street improvements and destinations they want to see along major transit stops throughout Spokane. In general, community members indicated wanting street trees along Ruby and Division, as well as downtown; improved bike connections north of Francis Avenue in the northwest, in South Logan at Mission and Hamilton, near Spokane Community College, and near Ray Street, Regal, and other areas in South Spokane; separate bike lanes at Wellesley and Driscoll Boulevard, within Latah Valley, and in various locations near downtown and just south of I-90 in the southwest; bus route improvements near Vinegar Flats and within Latah Valley; bus shelters throughout Latah Valley and on Ray Street; speed management along Grand Boulevard; and new and improved crosswalks throughout the southwest. Additional improvements, largely in in the southwest, include emergency services, improving bridges, new sidewalks, fixing of roads, lighting, and new intersection.

Station 7: Planning for Climate

Community members were asked to identify what actions they want the City of Spokane to take to support local climate resiliency. Those comments included:

- Create trails that are more like dog parks
- Support engaged and active citizenry for resiliency
- Expand safe bike and walking to grocery stores
- Responsible and equitable development
- Increase density and make it easier for residents to do that themselves
- More trees and shade along trails
- Ban wood burning fireplaces
- Create urban public garden inside parks
- Encourage TOD
- Encourage safe streets for bikes and pedestrians; protected bike lanes, more crosswalks
- Expand bike in infrastructure
- More walkable neighborhoods (i.e. 29th and Grand area
- Canon area lost lots of trees, not replanted by new development
- People drink PFAS and then it moves through sewer pipes and treatment

- Sewer infrastructure in Canon is old and breaks often
- Lack of parking becomes a safety and resiliency issue
- Incentivize more tree canopy in lower areas but maintain aging tree canopy (especially in aging demographics)
- Water quality of PFAS in mystic falls/garden spring due to development
- More dense development so there is less cross through traffic to sprawling suburbs
- Enable neighborhoods to create more social capital and be able to take action and help issues
- Incentivize responsible development
- Solar on rooftops before green spaces
- Money, investment, and code is very car focuses and needs to be more holistic
- Toolkit for tactical urbanism (empower communities to improve areas themselves)
- Life flight should use major corridors to reduce residential and wildlife noise pollution
- Expand historic preservation, create culture like Canon
- Fix challenging areas for biking (hills make it impossible and dangerous to bike, even with e-bikes)
- NSC will bring more car infrastructure and needs to be more resilient and multimodal
- Development should not be in neighborhoods
- Maintain our strong tree canopies
- Need more protected bike lanes
- Extend existing bike lanes, don't just stop the bike lanes suddenly
- Development should not remove trees, plants, and Spokane's distinct environment
- Rain retention facilities requirements should be stronger
- Bike lanes with multiple lines helps enforce walking
- Ensure social capital is created during development
- Green roofs
- More walking paths
- Stronger codes to maintain tree canopy
- Need to have an acknowledgement of growth/our limits

Station 8: Developing Climate Policies

In order to help develop climate and resiliency policies, community members were presented with top themes heard throughout the earlier phase of climate planning engagement. With those in mind, participants were then asked to identify any other topics of importance:

- Recognize limits to growth.
- Prioritize protection of mature trees and iconic basalt rocks.
- The new infill law is destroying mature trees and neighborhoods.
- No mixed-use growth in the middle of neighborhoods.
- Bike infrastructure
- Walkable neighborhoods
- Public Transportation in Latah Valley
- Protect trees
- Require parking spaces for all units, change setbacks to 5-feet, change lots from 20 to 50 foot minimum.
- Sponsor new windows for historic homes.
- Convert unused city property to public pea patches.
- Growth numbers should consider possibility of climate refugees.

Station 9: Environmental Justice

Community members were presented with the definition and ways to assess environmental justice, in order to support state required policies within the Comprehensive Plan. Participants were then asked to provide ideas on how the City of Spokane can support environmental justice:

- Plant more trees
- More bike lanes in all communities
- Community infrastructure built now to we have it when growth occurs
- Sound walls along freeways to protect housing
- Reducing pollution in low-income areas
- Walkable neighborhoods for everyone

Station 10: Prioritizing Climate Policies

In addition to identifying potential climate and resiliency policies, the climate planning effort will include a prioritization process. Community members were asked to identify the top criteria they believed should be weighted more heavily than others. Resilience received 6 votes, Equity received 3 votes, Climate Pollution Reduction received 4 votes, Logistics received 1 vote, and Risk received 2 votes.

Community members there then asked to identify any other criteria that should be considered:

- Without resilience, we will have a hard time delivering on the other policies
- Clear out underbrush in fire risk areas.
- Inequitable impact e.g. when you add a historic district, you reduce the value of the homes surrounding the historic district.
- Ban wood burning fireplaces.
- Tighten controls on vehicle emissions.
- Stop consolidating poverty; spread out affordable housing outside of poverty-stricken neighborhoods.
- Balancing costs and benefits to ensure prospective business ventures aren't too impacts.
- Stop allowing shelters in areas with no services.

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Memo

Re: District 3 Future Growth and Guiding Policies Community Workshop

The District 3 Future Growth and Guiding Policies Community Workshop occurred on November 18, 2025 at Salk Middle School. **Approximately 20 community members attended.** Feedback received at each station activity is summarized below. A full engagement summary of the workshop series will be developed at a later date.

Station 1: Guiding Policies

Community members were asked to write down what topics they want to make sure are addressed in the Comprehensive Plan to help identify potential gaps in the proposed amendments:

- Accessibility (housing and public space)
- Mixed-use housing in neighborhoods to make more "hubs" instead of strip malls
- More greenways and trails like Centennial; need north/south connections
- Protected bike lanes, not just painted ones
- Allow for more mixed use in established neighborhoods
- Allow for more walkable neighborhoods
- Sidewalks in existing development, not just new development
- Programs for homeless residents like jobs, including helping clean up neighborhoods
- Third spaces
- For elderly and disabled residents, walkable also means sittable
- Context sensitive design standards, especially in historic centers
- Sidewalk safety (e.g. electric scoots and conflicts with pedestrians)
- Require more design variety within new developments
- Create quality and beautiful places to live
- Less dependence on vehicles
- Allow for or encourage local services, restaurants, or grocery stores in neighborhoods
- Organize road construction planning so that if a main north/south roadway is under construction, you wait on further north/south projects

- Increase pedestrian safety at uncontrolled intersections on large roads, especially one way roads

Station 2: Displacement

After being told about three different types of displacement (physical, economic, and cultural), community members were asked what causes to housing and small business displacement are they most concerned about. Additionally, how could the City address them?

The comments included:

- Lack of low friction transit
- Lack of public spaces free from oppression
- Please always consider small business impact when considering taxes
- Greater options in affordable housing (location, size, etc.)
- Density transition, no high-rise next to single unit homes
- Building getting torn down for parking lots or mall centers
- Mixed use housing can balance both
- Vacant lots/parking lots sitting unused

Station 3: Land Use Schema

Community members were asked to provide feedback on proposed land use designations to implement the future growth of the Spokane. Specifically, they were asked what uses should be allowed in the different land uses and were should the land use be located. Participants reflected on the following land uses:

- Residential Low:
    - Consider impacts of less on-site parking
    - Allow small mixed uses (cafes, etc.) and embrace being an urban area
    - Allow mixed-use spaces, community spaces, community gardens, parks, and walkable third spaces.
    - No gas stations
    - Allow for small scale medical uses (e.g. dentist) near hospital district
    - Need transition between low- and high-density areas
- Residential High:
    - Needs to be expanded into existing lower scale residential, such as near transit or in close proximity to amenities
- Commercial:
    - Mixed use needs to be expanded
    - Take advantage of vacant commercial areas to add businesses or apartments
- Centers and Corridors:

    - No hostile architecture
    - Locate throughout Division once NSC is complete and traffic reduces
- Downtown:
    - Allow taller buildings and bigger business spaces
- Industrial:
    - Encourage adaptive reuse of existing spaces
- Open Space:
    - Undeveloped parks with trails, not every park needs big grass fields
    - Accessible open space
    - Mountain biking
    - 100% of the river should be public park

Station 4: Growth Alternatives

Community members were presented with the three Growth Alternatives being evaluated as part of the PlanSpokane 2046 Periodic Update process. Alternative 1 (Stay the Course) represents the current growth strategy. To address recent state legislation, Alternative 2 (Distributed and Balanced) and Alternative 3 (Center City and Regional Hubs) were developed out of earlier visioning and scoping engagement. After reviewing the proposed maps and a snapshot of environmental impact evaluation comparisons between the three alternatives, community members were asked to vote on their preferred growth strategy. Alternative 1 received 0 votes, Alternative 2 received 5 votes, and Alternative 3 received 1 vote.

Participants who did not fully prefer one alternative over another, as well as those who did make a selected, were asked to identify their likes and dislikes of potential growth options, as well as other considerations for future growth. Those comments included:

- Development is currently happening below bluff, create transitional uses to reinvent the area.
- Alternative 2 plus downtown revitalization preferred.
- Allow Browne's Additional uses through the city/neighborhoods.
- Alternative 2 improves already existing sprawl in city limits, Alternative 3 avoids sprawl.
- Neighborhood hubs needed throughout, create economic areas in neighborhoods.
- Alternative 2 has housing more accessible to all parts of the city and spread impacts.
- Plan around future light rail.
- Balanced alternative allows for areas to grow and revitalize more.
- Do not focus on downtown, people do not visit as often as other parts of the city.
- To change behavior, give a better alternative; carrot needed first.
- Pedestrian only streets or golf cart/scooter only streets needed.
- Need easier access to bus routes like Division.

- Downtown focus creates opportunity for more housing and revitalization/reuse of existing buildings.
- Alternative 2 preferred, but with preservation of historic buildings, revitalize or reuse buildings.
- The investment downtown of Alternative 3 is a good priority to avoid businesses leaving.
- Like the mixed uses in north Spokane but want downtown focus as well.
- Housing does not fix homeless problems, need other solutions like centralized facilities.
- Take advantage of areas already changing – vacant areas, industries that moved.
- Downtown expansion plus the connectedness along the streets and transit lines.
- Reuse abandoned commercial buildings for housing.
- Increase middle housing everywhere.
- Job growth is important; make sure we are encouraging industries and not just mixed-uses.
- Like a multi-block approach to intensities (like Alt 3 downtown) over less depth along transit lines.
- Downtown as a primary working hub allows for investments to make it a safe and appealing destination.

Station 5: Map Your Future Spokane – Mixed-Uses

Through a mapping exercise where different color pins represented different types of mixed-use designations, community members were asked to identify where they thought different sizes and scales of mixed-use development should be located throughout the City. In general, respondents wanted respondents wanted MU-TOD along Hamilton, North Monroe, and along the northernmost portion of Nevada Street; MU-1 between Northwest and Balboa/South Indian Trail neighborhoods, on North Monroe, and near the Shadle Library on Wellesley; MU-2 along Indian Trail Road; and MU-3 in the southwest corner of Manito/Cannon Hill, within Audubon/Downriver, and in Northwest.

Station 6: Map Your Future Spokane - Transportation

Through a mapping exercise that included stickers that indicated preferred development types and street upgrades, community members were asked to identify what type of street improvements and destinations they want to see along major transit stops throughout Spokane. In general, community members indicated wanting more street trees along Ruby and Division, Browne's Addition, and near Illinois Avenue; wider sidewalks on Division in downtown; lighting on Grand and south of Wellesley; bus shelters along Division; increase bus times near Government Way; better connected areas in Northwest and Audubon/Downriver as well as just south of downtown; improved intersection at near Freya and 5th Avenue; wayfinding near Maple/Walnut; and reduced speeds new Wellesley and Driscoll Boulevard.

In addition to sticker placement, addition comments included:

- There is no access from housing to river between TJ Meenach and Seven Mile.
- Close some intersections along Driscoll at A and C streets, they are dangerous and confusing.
- Increased (bus?) access and frequency to airport.
- Better "barriers" needed for separated bike lanes.
- Browne's Addition/Downtown need pedestrian and bike connection improvements at Maple and 1st/Pacific/Riverside.

Station 7: Planning for Climate

Community members were asked to identify what actions they want the City of Spokane to take to support local climate resiliency. Those comments included:

- Provide good resilient tree typers that don't cause damage to pipes.
- Help connect homeowners with getting weatherization like insulation (both knowledge and resources).
- Discourage the purchasing of big gas guzzling trucks, SUVs, etc.
- Support the replacement of trees when they need replanted
- Make our neighborhoods more beautiful and bring community pride
- Tree maintenance subsidies
- Fire hazard mitigation for homeowners
- Ensure trees are watered, when people quit watering their yards in the summer, they also don't water the trees
- Developers need to plant higher age and mature trees
- Equal investment opportunities into neighborhoods
- Work with local areas, including Idaho, to maintain/preserve climate
- Use more fire safe housing material in new developments
- Targeted partnerships to get better air filters for the community
- More signage about issues like heat islands, where/when they are happening
- Take a position as a city to go solar, provide information to connect to contractors or best products
- More coverage of trees throughout Spokane
- Need formal river access for non-car residents between TJ Meenach and 7-Mile
- More trail and native preservation little parks
- Look at housing ages to determine places to target aging tree replacement
- Quit encourage people to remove yards, instead of drought tolerant, most people are landscaping with rock and amplifying the problem.
- Do more that just Avista providing energy efficiency

- Urban re-forestation tree planting subsidies
- Raise subsidy help by a sliding scale
- Window upgrade help to reduce energy cost

Station 8: Developing Climate Policies

In order to help develop climate and resiliency policies, community members were presented with top themes heard throughout the earlier phase of climate planning engagement. With those in mind, participants were then asked to identify any other topics of importance:

- No additional power to AI facilities, it will create more pollution
- More bus only lanes to make public transit faster, cheaper, and quicker
- SpokaneScape: incentive model is helpful, but businesses are exempt
- More improvements to bike infrastructure and consistent connectivity throughout neighborhoods
- Tree and native landscaping
- Better park and transit accessibility for walkable neighborhoods
- Tree canopy
- Promotion of local community solution for addressing climate
- Address financial barriers
- Low/zero friction public transit
- Shade
- Intersection of natural and built environment
- Mental and physical health
- Low-cost improvements to support biking
- Education around benefits of tree canopy
- Incentivize tree planting on the north side of the city
- Hold businesses more accountable
- Trees as physical barriers for bike lanes to improve safety
- Greenhouse gas emissions related to “dead internet”

Station 9: Environmental Justice

Community members were presented with the definition and ways to assess environmental justice, in order to support state required policies within the Comprehensive Plan. Participants were then asked to provide ideas on how the City of Spokane can support environmental justice:

- Support bicycle use and protected bike lanes
- Fruit and nut trees in public spaces, not ornamental fruit trees
- Protected bike lanes and bus only lanes
- Supporting walkable neighborhoods for community development
- Fund solar panel
- Heat mitigation in neighborhoods, especially East Central

- City should provide funding opportunities for climate change mitigation activities
- Supporting pedestrian transportation
- Leaf removal should happen in West Central, equal access to resource
- More advertising for Spokanopy and SpokaneScape
-
- Safer roads
- Support equity in neighborhoods impacted by freeways through noise barriers, reinvestment without gentrifying
- More bus rapid transit throughout the city
- Stop watering public spaces that aren't parks

Station 10: Prioritizing Climate Policies

In addition to identifying potential climate and resiliency policies, the climate planning effort will include a prioritization process. Community members were asked to identify the top criteria they believed should be weighted more heavily than others. Resilience received 8 votes, Equity received 5 votes, Climate Pollution Reduction received 7 votes, Logistics received 5 votes, and Risk received 1 vote.

Community members there then asked to identify any other criteria that should be considered:

- Legislative control to create solutions
- How to reduce homelessness/outdoor sleeping to make people less vulnerable
- Build equity into each criterion

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Memo

Re: Citywide Future Growth and Guiding Policies Community Workshop

The Citywide Future Growth and Guiding Policies Community Workshop occurred on November 19, 2025 at the Central Library. **Approximately 35 community members attended.** Feedback received at each station activity is summarized below. A full engagement summary of the workshop series will be developed at a later date.

Station 1: Guiding Policies

Community members were asked to write down what topics they want to make sure are addressed in the Comprehensive Plan to help identify potential gaps in the proposed amendments:

- Art districts
- Neighborhoods being distinct
- Overnight daycares
- Spark House
- Address land speculation
- Shopping District (Monroe, Garland)
- Indoor swimming pools for the winter
- Trails
- Action plan for incentivizing affordable, dense housing
- Daycare centers
- Conservation/migration corridors to connect to County corridors
- Promoting outdoor activities in the winter e.g. park use in the winter, SCC pool
- Addressing employment and job creation
- Ensuring adequate levels of transportation/transit opportunities to reduce single occupancy vehicles
- Aim to make all playgrounds and parks accessible
- Natural playgrounds
- Shoreline master planning

Station 2: Displacement

After being told about three different types of displacement (physical, economic, and cultural), community members were asked what causes to housing and small business

displacement are they most concerned about. Additionally, how could the City address them?

The comments included:

- Faster permit processing
- City should be involved in public housing development
- High housing costs are a concern
- Mobile home park developments being replaced by affordable multi-family housing
- Business displacement due to neighborhood perception of safety
- Lack of housing inventory to keep up with population increases

Station 3: Land Use Schema

Community members were asked to provide feedback on proposed land use designations to implement the future growth of the Spokane. Specifically, they were asked what uses should be allowed in the different land uses and were should the land use be located. Participants reflected on the following land uses:

- Urban Agriculture:
    - Allow flower growers, small vegetable and fruit farmers market-type food production
    - Locate to avoid impacts of potential pesticides
- Residential Low:
    - Human-scale and human serving design
    - Allow parking
    - Allow community gardens and indoor community pools
- Residential High:
    - Accessible housing (no stairs)
- Centers and Corridors:
    - Allow multi-family as well as trade/live work makerspaces
    - Do not allow drive throughs
- Institutional:
    - Incentives apartments
    - Community pools
- Open Space:
    - Allow indoor community pools
    - Provide enough parks/trails so those in dense areas/apartments have a place to go outside

Station 4: Growth Alternatives

Community members were presented with the three Growth Alternatives being evaluated as part of the PlanSpokane 2046 Periodic Update process. Alternative 1 (Stay the Course) represents the current growth strategy. To address recent state legislation, Alternative 2 (Distributed and Balanced) and Alternative 3 (Center City and Regional Hubs) were developed out of earlier visioning and scoping engagement. After reviewing the proposed maps and a snapshot of environmental impact evaluation comparisons between the three alternatives, community members were asked to vote on their preferred growth strategy. Alternative 1 received 0 votes, Alternative 2 received 9 votes, and Alternative 3 received 3 votes.

Participants who did not fully prefer one alternative over another, as well as those who did make a selected, were asked to identify their likes and dislikes of potential growth options, as well as other considerations for future growth. Those comments included:

- North/South and East/West connection in Alternative 2 is a positive
- Diversity of locations is positive for clients/investors; "diversity of options"
- Use land along Government Way/West Hills
- Alt 2 creates bridge between neighborhoods
- Protect agricultural lands; encourage regenerative agricultural practices
- Like NW mixed use proposal
- East/West supported in Alt 2 along Wellesley and Francis
- Alt 3 plus Wellesley, E/W connection
- Like mixed use along NW Boulevard in Alt 2
- Alter 2 favors more positive distribution but also add corner stores
- Neither alternative focus on connecting smaller areas
- Encourage arts through home occupation
- Alternative 2 needs the medical focus and should include better transit for shift work for medical staff
- Watch out for community displacement in West Center/Broadway
- Push heavy industrial outside of city limits
- Health impact to neighborhoods should be analyzed
- Add home occupation for mix of jobs/uses
- Need traffic calming at Broadway in West Central
- Ensure professional buildings are also part of mixed-use areas, not just retail/food
- For industrial areas where residential areas can be allowed, expand the tree canopy
- Need to address transportation
- More mixed-use and corner stores with pedestrian emphasis
- Need code enforcement for parking in Cannon
- Maintain Center and Corridors

Station 5: Map Your Future Spokane – Mixed-Uses

Through a mapping exercise where different color pins represented different types of mixed-use designations, community members were asked to identify where they thought different sizes and scales of mixed-use development should be located throughout the City. In general, respondents wanted respondents wanted MU-TOD near the Shadle Library on Wellesley, along Market Street in Hillyard, on North Monroe, along Mission, in parts of downtown and Cliff-Cannon, and in areas on 29th; MU-1in north Five Mile Prairie, in parts of Audubon/Downriver and West Central, and downtown; MU-2 in Shiloh Hills, Northwest, and North Hill and in areas along 29th; and MU-3 in multiple areas spread out through Comstock, Latah/Hangman, Lincoln Height, East Central, Cliff-Cannon, Manito/Cannon Hill, Chief Garry, Audubon/Downriver, Bemiss, and Whitman.

In addition to pin placement, addition comments included:

- No more drive throughs
- Need parks and trails in Hillyard
- Design for less disruption in displacement
- Cannon's Addition concern over privacy with height differences
- Cannon's Addition needs transportation management
- More health and transportation access in West Central
- Trades academy
- 24-hour day care
- Designated business district/center/corridor down east Broadway of West Central
- Trade and maker spaces in West Central
- "Sparkhouse" at McKinley School, various locations throughout City
- Create protections against displacement in Chief Garry around City Line stopes, including increasing resources for community
- Increase Pedestrian/Bike Infrastructure along Northwest Boulevard

Station 6: Map Your Future Spokane - Transportation

Through a mapping exercise that included stickers that indicated preferred development types and street upgrades, community members were asked to identify what type of street improvements and destinations they want to see along major transit stops throughout Spokane. In general, community members indicated wanting increase bus access in downtown, along Grand Boulevard, out towards the airport, and near Northwest Boulevard; bus shelters on Wellesley in West Central; downtown wayfinding, seating along Wellesley, Northwest Boulevard, Division, Market, Grand Boulevard, and Regal; improved or new crosswalks on Northwest Boulevard and near Monroe Street, as well as near Trent Avenue and on Francis; intersections throughout northwest Spokane; street trees in East Center and downtown; and greater and safer bike connectivity along Division, between Division and Monroe, and on Grand.

In addition to sticker placement, addition comments included:

- On Grand Boulevard from 9th to 29th, add center turn lane, remove parking, and add bike lanes.
- Increase separated protected bike connectivity north/south away from Centennial Trail
- Double decker bus cut frequency of the 6, not frequent enough
- Slow down one-way couplets or remove them
- No in-town highways
- Potential for strong transit connectivity with Valley-BRT or light rail on Sprague Avenue
- Add pedestrian mall/mid lane island to Main Street
- Create school streets and shared streets
- Finish the envisioned boulevard plan for Regal Steet through Southgate District Center
- On Washington, Howard, and Post flip bike lane and parking
- Push Monroe Road Diet down to Kendall Yards
- Recommended bus routes, including to natural areas like Mt. Spokane, Little Spokane River, and Bowl and Pitcher
- Slow default neighborhood speeds to 20 MPH
- Climate town videos like park(ing) day
- Grand should have a different type of arterial status
- Micromobility designated spaces/use for daylighting off sidewalk parking
- Blue Moon Nursery will sell and develop
- Develop planned pedestrian natural surface trail along Latah Creek
- Make a one hour bus loop down to Latah through Cliff-Cannon
- Pedestrian path buried in park development
- Trail easement at 11th Ave and bridge

Station 7: Planning for Climate

Community members were asked to identify what actions they want the City of Spokane to take to support local climate resiliency. Those comments included:

- Climate resilience education
- End wood burning fireplaces
- Real penalties for water use abuse
- Park and ride/multimodal transportation system
- Incentivize public transit use
- Encourage water conservation and restrict water use in dry months
- Extreme weather even shelters
- Adon't rely on air conditioners as they just displace heat, use good design

- Increase accessibility of recycling and composting
- Stop logging forests to make room for development, planting street trees does not replace natural forests
- Address growth at the edge of the UGA
- Stop over building lots and not leaving space for trees
- Park and ride as entry way into public transit use

Station 8: Developing Climate Policies

In order to help develop climate and resiliency policies, community members were presented with top themes heard throughout the earlier phase of climate planning engagement. With those in mind, participants were then asked to identify any other topics of importance:

- Indoor spaces to escape to during weather extremes
- Water conservation
- More resources directed to conservation programs
- Street trees, including maintenance
- Food security
- Allow fruit trees near street/sidewalks
- City should partner with property owners to maintain trees to offset costs
- Support creation of more efficient building construction
- Restrict wood burning fireplaces to improve air quality

Station 9: Environmental Justice

Community members were presented with the definition and ways to assess environmental justice, in order to support state required policies within the Comprehensive Plan. Participants were then asked to provide ideas on how the City of Spokane can support environmental justice:

- Low-income renters and homeowners can't easily afford maintenance of sidewalks/trees/bioswales, but these improve their environment; city needs to support neighborhoods by maintaining these elements
- Reduce light pollution
- Protecting elders from heat impacts through tree canopy and programs to reduce costs for AC units
- Land bridge for wildlife crossing (Thorpe and 195); don't just plan for humans
- Increase public indoor pools for year-round use for social and health benefits for kids and elderly
- Amenities like parks and other public places need to be designed to allow vulnerable populations to access during high temperatures

Station 10: Prioritizing Climate Policies

In addition to identifying potential climate and resiliency policies, the climate planning effort will include a prioritization process. Community members were asked to identify the top criteria they believed should be weighted more heavily than others. Resilience received 6 votes, Equity received 7 votes, Climate Pollution Reduction received 3 votes, Logistics received 1 vote, and Risk received 0 votes.

Community members there then asked to identify any other criteria that should be considered:

- Emphasize natural environment as a component of resilience criteria

Welcome!

The City of Spokane is working on a periodic update to the City's Comprehensive Plan as required by the State's Growth Management Act (GMA). This "periodic update" ensures the plan aligns with any changes to state law. The last periodic update was completed in 2017. Since then, the State has added new requirements, especially around climate and housing. Due in June 2026, the periodic update will identify policies and future regulations to guide the next 20 years of our city.

What We're Planning For

Population

Based on growth forecasts for Spokane County, the City of Spokane is expected to gain at least **23,357 new residents between 2023 and 2046,** bringing the City's total population to just over 256,000.

23,357
projected new residents by 2046

Housing Needs

As part of the periodic update, the City of Spokane is seeking to better understand how to support existing housing while addressing future housing needs.

Per state requirements and County allocations, the City of Spokane is expected to need **22,359 additional permanent housing units** between 2020 and 2046. 13,415 of those units are to accommodate new residents, while the remaining units are intended to meet past housing underproduction needs. In addition to a total number of housing units, the City of Spokane is also required to plan for housing by affordability bracket.

22,359
additional permanent housing units needed between 2020 and 2046

Learn more at PlanSpokane.org

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Environmental Impact Statement

Background

As part of the PlanSpokane 2046 process, the City of Spokane is developing an Environmental Impact Statement (EIS), an informational document that provides the City, public, Tribes, and agencies with environmental information to be considered in the decision-making process.

An EIS is required under the State Environmental Policy Act (SEPA) for larger projects, such as significant updates to Comprehensive Plans. An EIS describes potential environmental impacts, reasonable alternatives, and ways to avoid or minimize negative impacts that could result from implementation of policies, informing the Comprehensive Plan Periodic Update.

Draft EIS

The Draft EIS presents three alternatives to test different growth patterns and policies. The City of Spokane will then create a "preferred alternative" based on public input and the Draft EIS evaluation of the range of the alternatives.

The preferred alternative may include any features of the studied alternatives, including a combination of various elements from all of the alternatives. The preferred alternative will be evaluated in the Final EIS.

Final EIS

After public feedback and the selection of a preferred alternative, a Final Environmental Impact Statement will be written that analyzes the chosen path forward.

The Final EIS will also respond to comments received on the Draft EIS.

EIS Topics

- Earth, water quality, and water resources
- Air quality and greenhouse gas emissions
- Plants and animals, including critical areas and habitat
- Land use patterns and urban form, including historic and cultural resources
- Population, employment, and housing
- Relationship to plans, policies, and regulations
- Transportation, including multiple modes and city and state facilities
- Public services: police, fire and emergency medical services, parks, schools, libraries, solid waste
- Utilities: power, water, wastewater, and stormwater

Growth Alternatives

The City is studying three alternatives in the Draft EIS. Each alternative describes different growth strategies.

Legend

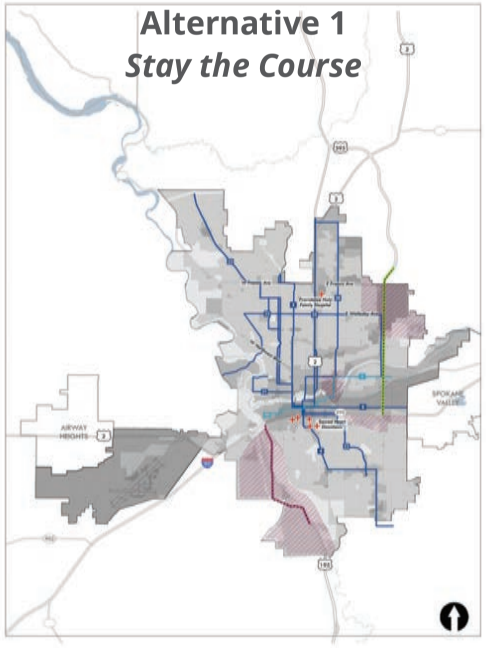
Growth Intensity (Alternative 1)

- Low
- Moderate
- Moderate-High
- High

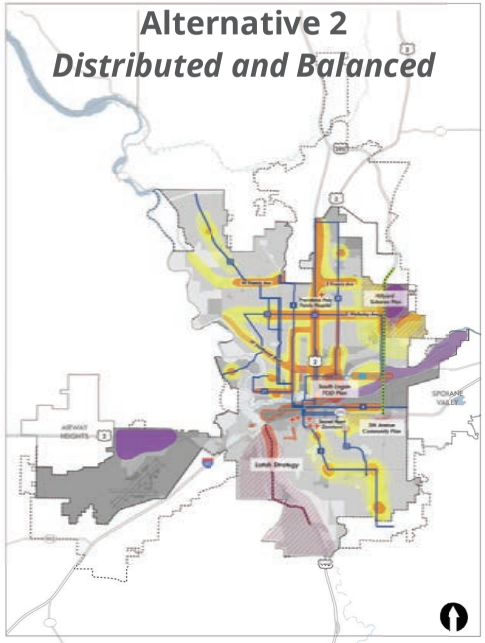
Growth Intensity (Alternatives 2 and 3)

- High Density Housing
- Moderate Density Housing
- Mixed Use / Commercial
- Employment/ Industrial Light
- Employment/ Industrial Heavy

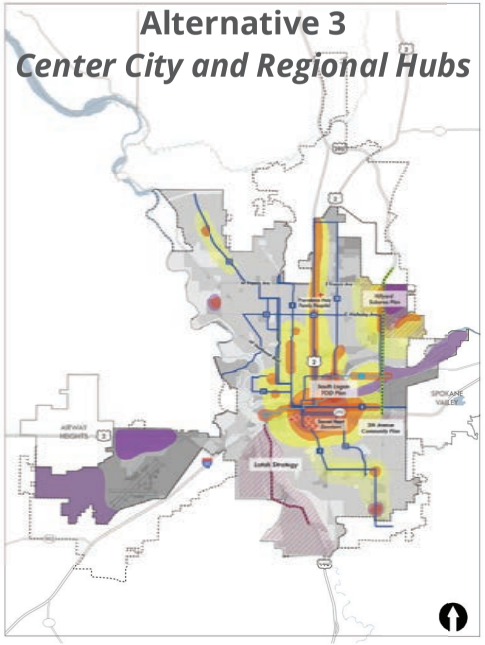
Alternative 1
Stay the Course



Alternative 2
Distributed and Balanced



Alternative 3
Center City and Regional Hubs



High Density Housing

Moderate Density Housing

Mixed Use / Commercial

Employment/ Industrial Light

Employment/ Industrial Heavy

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Alternatives Comparison *(Preliminary)*

This board shares preliminary environmental impact evaluation results on the natural and built environment. Each table has a table or "report card" with comparison symbols. Impacts may be greater or lesser, or there can be potential beneficial impacts/mitigation measures. The results may change with the completion of the Draft EIS.

There will be a public comment opportunity to weigh in on the alternatives and the Draft EIS evaluation. That will help the City of Spokane create a Preferred Alternative that mixes and matches alternative features and adds mitigation measures that can reduce impacts on the natural and built environment.

Objectives

OBJECTIVES	ALT. 1	ALT. 2	ALT. 3
Meet Periodic Update Requirements	x	✓+	✓+
Accommodate Growth: Housing at All Affordability Levels	✓	✓+	✓+
Accommodate Growth: Jobs	✓	✓	✓+
Clarify the Plan	x	✓+	✓+
Simplify the Plan and Codes	x	✓+	✓+
Protect Critical Areas	✓	✓+	✓+
Fast-Track Desired Growth	x	✓+	✓+
Alignment with Vision Statement	x	✓+	✓+

Ability to Meet Objectives
x Less ✓ More ✓+ Most

Report Card - Natural Environment

NATURAL ENVIRONMENT	ALT. 1	ALT. 2	ALT. 3
Earth, water quality, and water resources: Potential for increased pollution and potential for increased rainfall runoff flows based on housing density distribution.	▼▼	▼	▽
Plants and animals: Potential for habitat conversion, or loss of habitat connectivity			
Center City	△	△	▲
Northwest	▼▼	▼	▼
Northeast	▼	▽	▽
South	▼▼	▼▼	▼▼
West Plains	▼	▼	▼
Strength of Mitigation – Plan and Code Updates.	-	▲	▲

Adverse Impacts
▽ Less Impacts ▼ More Impacts ▼▼ Most Impacts

Potential Beneficial Impacts/Mitigation
- Neutral Impacts △ Moderately Positive ▲ Positive

Report Card - Built Environment

BUILT ENVIRONMENT	ALT. 1	ALT. 2	ALT. 3
Land Use Patterns and Urban Form			
Land use and Urban Form compatibility: Changes in use type between adjacent areas and potential incompatibility.	▽	▼	▼
Environmental Justice: Increased exposure of overburdened populations to light or noise pollution, environmental hazards, or urban heat island effects	▼	▽	▽
Population, Employment, and Housing			
Capacity for Housing and Population Targets	▲	▲	▲
Housing Variety and Affordability	▼	▲	▲
Implementation of Housing Action Plan	△	▲	▲
Growth in Housing Displacement Risk Areas / Increased Housing Supply that Reduces Economic Displacement Pressure	▽/▼	▼/△	▼/△
Job types and quantity and ability to advance City and regional economic development strategies	▲	△	▲
Commercial business economic displacement	▼	▽	▼
Relationship to Plans, Policies, and Regulations	▼	△	△
Public Services			
Citywide demand for police, fire/emergency medical services, schools, parks, libraries, and solid waste	▼	▼	▼
Schools – Spokane School District	▽	▼	▼
Schools – Mead School District	▼	▽	▽
Environmental Justice – Growth in Areas with Health and Social Disparities and Greater Service Demand	▽	▼	▼▼
Utilities			
Power, Water, Wastewater Demand	▼	▽	▽
Power, Water, Wastewater Infrastructure Upgrades	▽	▼	▼
Stormwater Generation	▼	▽	▽
Strength of Mitigation Potential – Plan and Code Updates	-	▲	▲

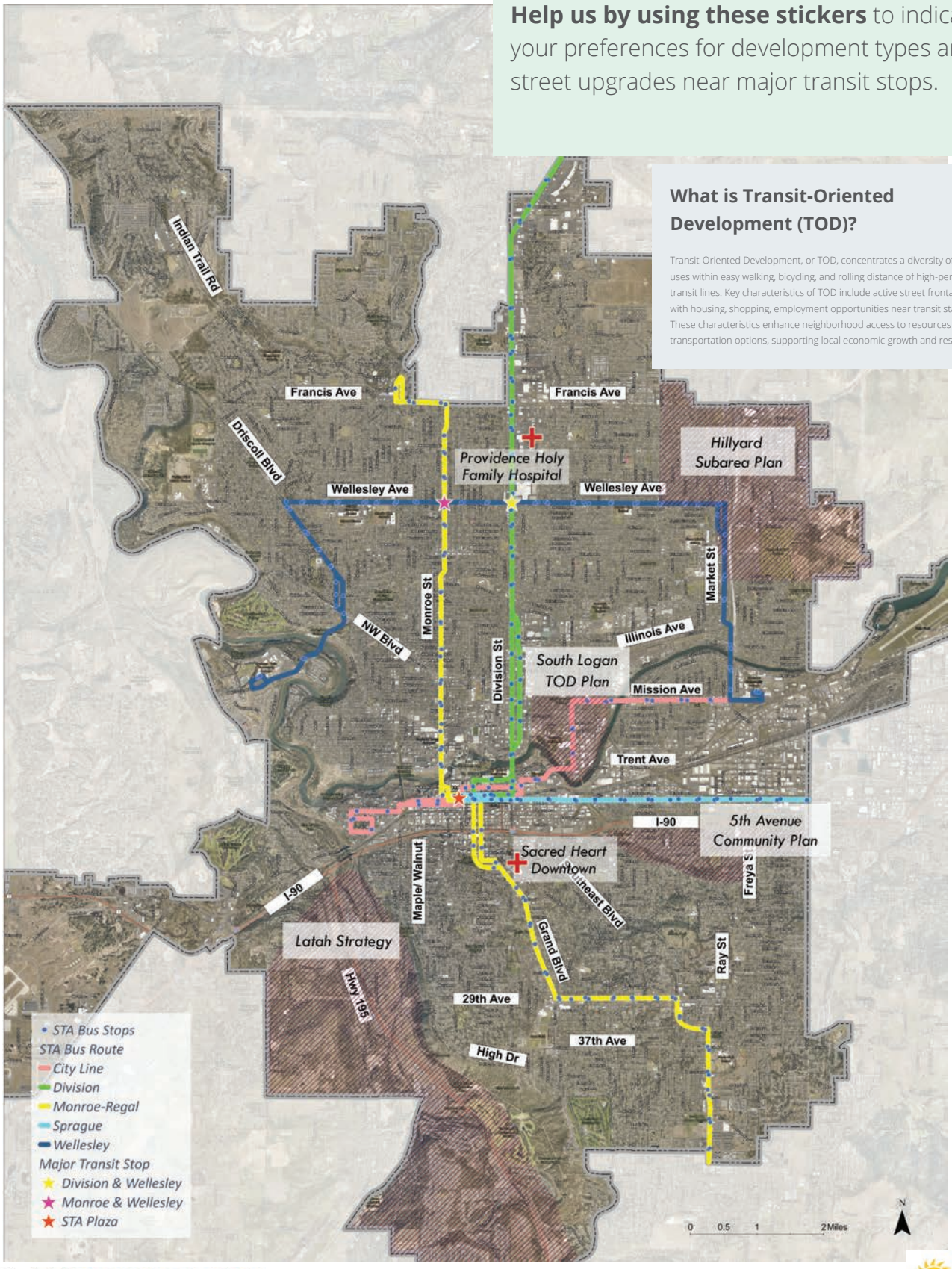
Your Ideas

What features of the different growth options do you like best? What could be improved?

Map Your Future Spokane - Transportation!

What type of street improvements and destinations do you want to see near transit throughout Spokane?

Help us by using these stickers to indicate your preferences for development types and street upgrades near major transit stops.



What is Transit-Oriented Development (TOD)?

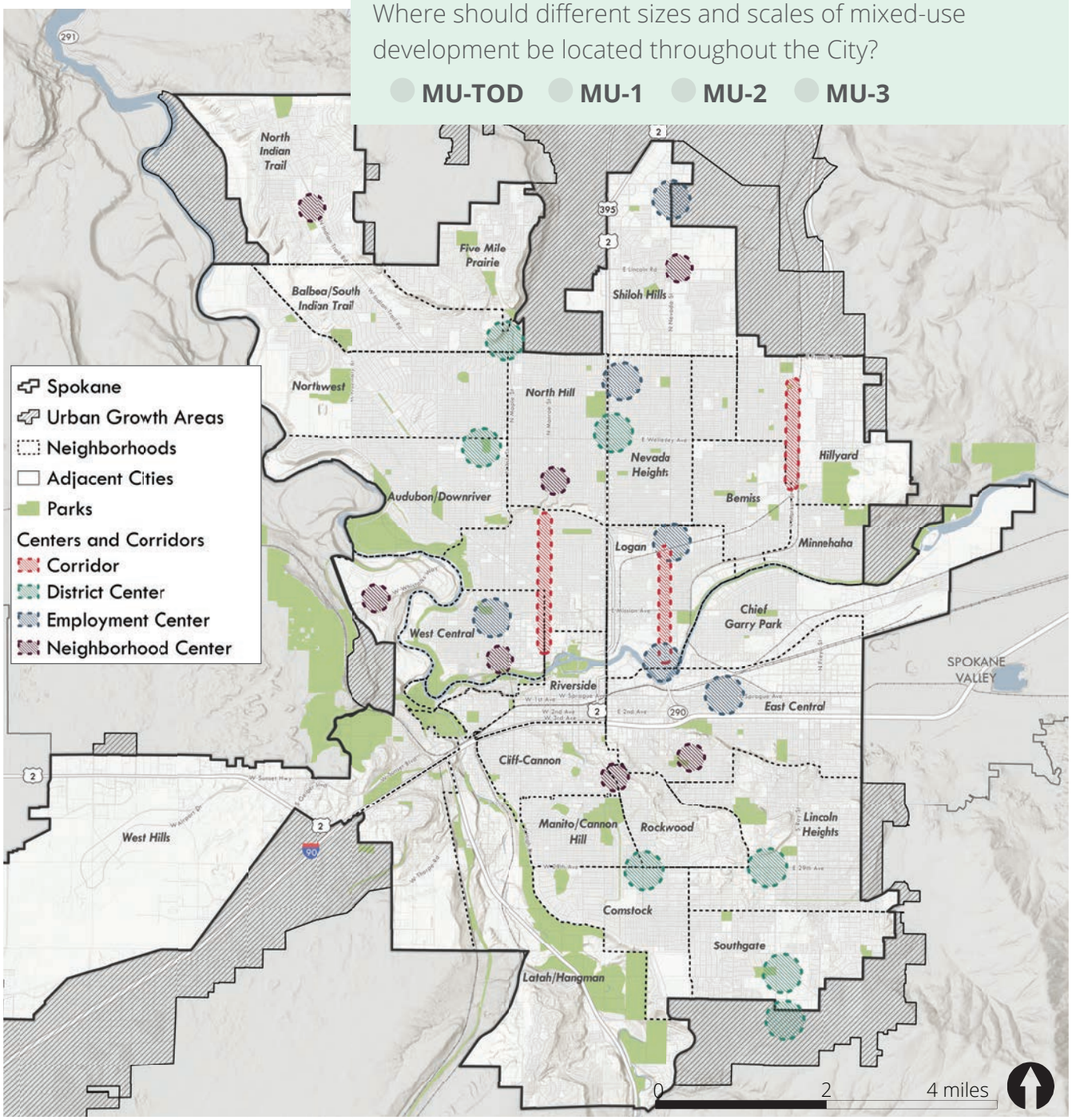
Transit-Oriented Development, or TOD, concentrates a diversity of land uses within easy walking, bicycling, and rolling distance of high-performance transit lines. Key characteristics of TOD include active street frontages with housing, shopping, employment opportunities near transit stations. These characteristics enhance neighborhood access to resources and transportation options, supporting local economic growth and resiliency.

Map *Your* Future Spokane!

Earlier community feedback indicated a desire for more mixed-uses throughout Spokane.

Where should different sizes and scales of mixed-use development be located throughout the City?

MU-TOD **MU-1** **MU-2** **MU-3**



MU-TOD

Transit-Oriented

- Targeted towards vicinity of major transit stops (within 1/4 mile).
- Tallest heights (150').
- Avoids vehicle-serving uses (no drive-thrus, commercial parking lots, etc.).
- No mini-storage
- Greatest provisions for people walking, bicycling, or rolling with assistive devices to access transit.

MU-1

Maximum Flexibility

- "Base" type for Centers and Corridors.
- Maximum amount of land use flexibility.
- Taller heights (90').
- Allow industrial zones where uses are currently industrial.
- Greatest amount of accommodation for people driving (drive-thrus permitted).
- Entirely residential buildings allowed.

MU-2

Small Neighborhood Scale

- Smaller scale and lower intensity than MU-1 zone.
- High amount of land use flexibility, but no self storage
- Moderate heights (75').
- Moderate support for people driving, but no drive-thrus on storefront streets
- Replaces some areas currently zoned Neighborhood Retail.

MU-3

Residential Mixed-Use

- Smallest scale and intensity, targeted towards neighborhood serving uses.
- Can be placed both inside Centers and in residential neighborhoods (limits on driveway spacing, street access)
- Heights similar to neighborhoods (40').
- Large-scale retail/services allowed but only in structures that also provide residential units.
- Focused on accommodating people walking, bicycling, rolling with assistive devices, and accessing transit.

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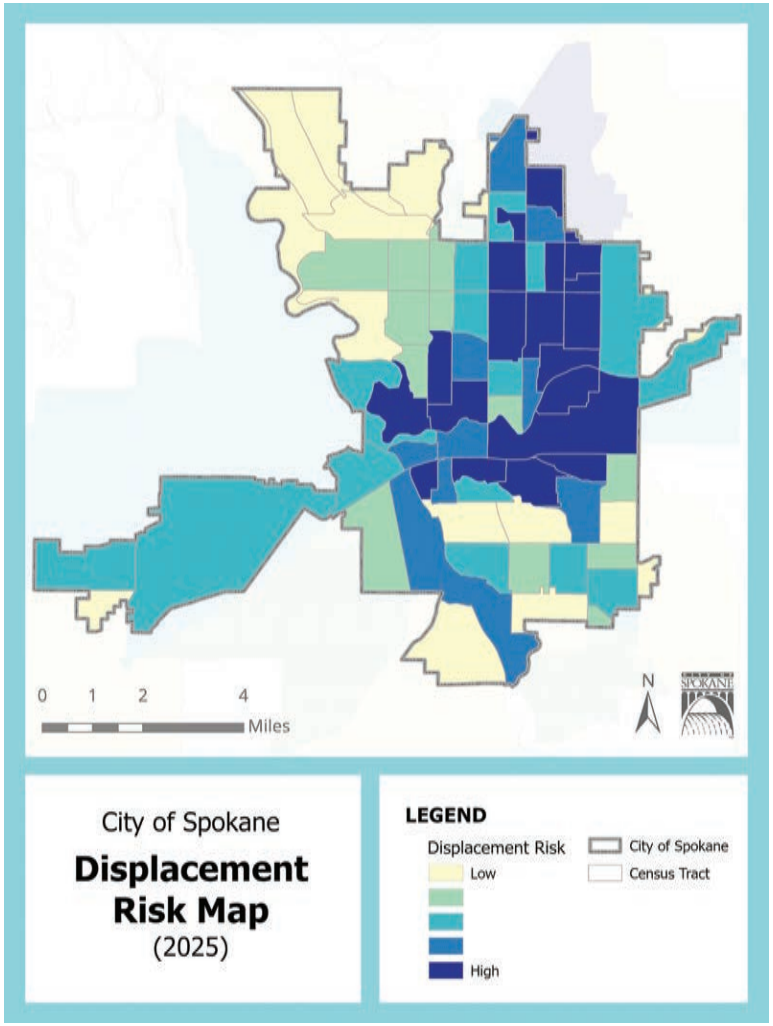
Displacement



As part of the PlanSpokane 2046 Periodic Update, the City of Spokane has completed analysis to understand displacement risk as we grow. As directed by recent state legislation (HB 1220), the City is working to establish anti-displacement policies.

Common anti-displacement policies include inclusionary zoning, tenant protections, public/private partnerships, tax incentives, community land banks, and development agreements.

There are **three primary types of displacement**:

- **Physical displacement**, which occurs when a project — such as building demolition, renovation, or infrastructure — creates such adverse conditions that a resident can no longer physically stay in their unit.
- **Economic displacement,** which occurs when increasing housing costs create pressure, forcing a household or business to move to a less expensive location.
- **Cultural displacement**, which occurs when changes render a neighborhood quite different, as many cultural institutions leave, creating a sense of isolation for long-term residents.

(Source: MRSC)

Your Ideas

What causes to housing and small business displacement are you most concerned about? How could the City address them?

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Scan here

More information about the displacement analysis, as well as racially disparate impacts, can be found at the Housing Needs webpage

What Can Be Built Where?

Provide feedback on proposed land use designations that will implement the future growth of our city.

What uses should be allowed and where?

What is Land Use?

Land use is essentially **what kinds of uses can be built where.** It guides which uses are compatible in different parts of the City while ensuring the whole City has the right mix of residential, commercial, and industrial uses needed to support a thriving city and economy. For example, an area designated for "mixed use" can have an office, a restaurant, or living units on the same street, while an industrial land use will allow mostly manufacturing or warehouses. Each land use allows different zoning categories within it. Zoning determines the rules and regulations that apply for uses and development for each property.

Land use type	What uses should or should not be allowed?	Where should the land use be or not be located?
Urban Agriculture · Low intensity residential with agricultural uses · Intended for small portions of the City already with agricultural operations		
Residential Low · Single-unit homes and middle housing · Small scale businesses and other public-serving uses allowed		
Residential High · Middle housing and taller/wider buildings with more units · Larger commercial uses than Residential Low		
Commercial · Non-residential uses for living, working, and shopping · Mixed-uses and multi-unit residential in some areas		
Centers & Corridors · Core or "heart" of each Center or Corridor · Other designations will likely be mixed in and around the core area		
Institutional · More intense residential and commercial uses to support colleges, medical centers, and other institutions		
Downtown · Taller buildings and higher density · Range of uses		
Industrial · Range of industrial uses including light industrial like maker spaces and rapid prototyping		
Open Space · Active parks and open space protection in some areas		

Chapter Review

Non-Technical Chapters Available for Public Comment

While there are many studies and projects in progress that will inform Comprehensive Plan updates through PlanSpokane 2046, a big part of any periodic update is a review and assessment of the many existing goals and policies. To this end, the City is undertaking a review of the current Comprehensive Plan, known as the Chapter Review process. Edits to the Community, Environment, and How We Grow Chapters have been made based on legislative requirements, direction from the Spokane Plan Commission, and community engagement.

All comments and recommendations on the non-technical chapters can be sent to PlanSpokane@spokanecity.org.

We encourage the public to include the Chapter name and Goal/Policy number(s) as applicable.

NON-TECHNICAL CHAPTERS

Community Chapters *+ Climate*

- Neighborhoods
- Governance & Participation
- Community Health

Environment Chapters *+ Climate*

- Natural Environment
- Parks and Recreation
- Shorelines *

"How We Grow" Chapters *+ Climate*

- Urban Design
- Historic Preservation
- Economic Prosperity

Technical Chapters *+ Climate*

- Land Use
- Transportation
- Housing
- Capital Facilities & Utilities

Climate will be addressed throughout the update.

**Per state regulations, Shorelines is not due to be updated until 2031.*

Learn more at the Chapter Review webpage

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Guiding Policies

As part of the Chapter Review process, seven non-technical chapters have been reviewed and updated to meet state legislative requirements, recent plans and studies, direction from the Spokane Plan Commission, and ongoing community engagement. These chapters are now out for public comment, with additional changes to each chapter are likely to occur as public feedback is collected, additional analysis is conducted, and a preferred alternative is selected for the final Plan and Environmental Impact Statement (EIS).

Your Ideas

As the chapters of the draft Comprehensive Plan continue to evolve based on community feedback, what topics do you want to make sure are addressed?

Report cards summarizing the current edits to the non-technical chapters indicate how many new, removed, or changed policies are in each chapter. **Learn more at PlanSpokane.org.**

Urban Design and Historic Preservation REPORT CARD

Action	Number of Policies
New Goals & Policies	8
Removed Goals & Policies	3
Changed Goals & Policies (Moved, Change in Direction)	8

Community Health REPORT CARD

Action	Number of Policies
New Goals & Policies	7
Removed Goals & Policies	2
Changed Goals & Policies (Moved, Change in Direction)	5

Economic Prosperity REPORT CARD

Action	Number of Policies
New Goals & Policies	9
Removed Goals & Policies	8
Changed Goals & Policies (Moved, Change in Direction)	5

Local Governance REPORT CARD

Action	Number of Policies
New Goals & Policies	4
Removed Goals & Policies	0
Changed Goals & Policies (Moved, Change in Direction)	2

Natural Environment REPORT CARD

Action	Number of Policies
New Goals & Policies	5
Removed Goals & Policies	3
Changed Goals & Policies (Moved, Change in Direction)	6

Neighborhoods REPORT CARD

Action	Number of Policies
New Goals & Policies	1
Removed Goals & Policies	4
Changed Goals & Policies (Moved, Change in Direction)	5

Parks REPORT CARD

Action	Number of Policies
New Goals & Policies	4
Removed Goals & Policies	2
Changed Goals & Policies (Moved, Change in Direction)	5

Planning for Climate Change in the City of Spokane

The City of Spokane is embarking on a transformative journey to support community resiliency to growing climate hazards. As part of this effort, we're undertaking a major update to our Comprehensive Plan, a foundational document guiding the city's growth. This update, mandated by law and due in 2026, presents a unique opportunity to integrate climate considerations into every aspect of our city's future.

What will the City of Spokane's climate planning do?

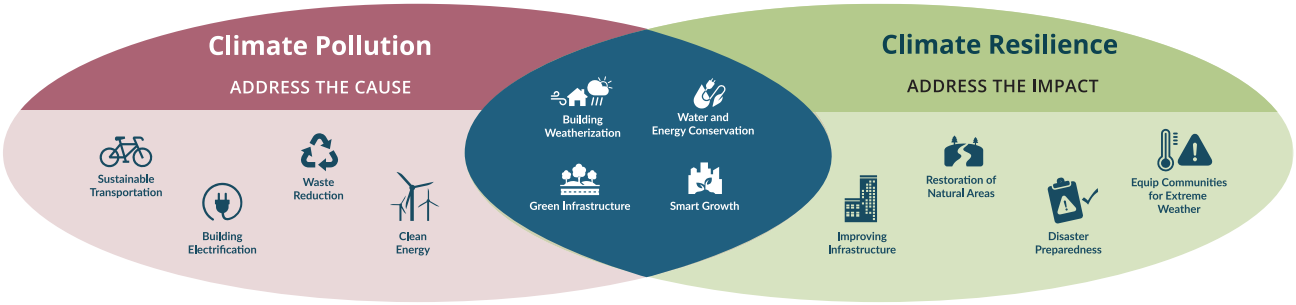
The City of Spokane's climate planning effort focuses on two main areas: reducing climate pollution and building local resilience to climate impacts.

Reduce Climate Pollution

1. Cut pollution from transportation, buildings, and other sources without shifting pollution elsewhere.
2. Expand walkable neighborhoods, bike infrastructure, and reliable public transit to reduce the need for driving.
3. Focus on pollution reductions that prioritize and benefit overburdened communities most impacted.

Build Climate Resilience

1. Prepare for climate hazards like flooding, extreme heat, drought, and wildfire smoke.
2. Protect and enhance green spaces and natural areas.
3. Help everyone prepare and stay safe from the impacts of climate hazards, especially those who are most vulnerable and will feel the effects first and worst.



What actions do you want the City to take to support local climate resiliency?

Write your ideas on a sticky note and place it below.

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FUNDED BY WASHINGTON'S CLIMATE COMMITMENT ACT

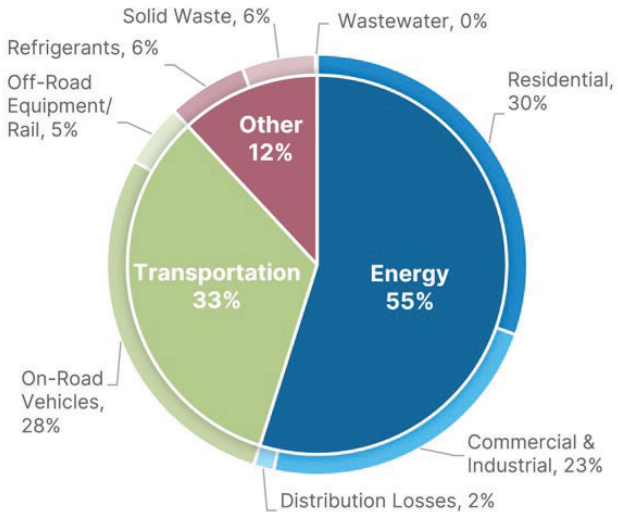
City of Spokane climate planning is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at **www.climate.wa.gov**.

Climate Pollution in Spokane

What is Climate Pollution?

Climate pollution refers to the release of greenhouse gases and other pollutants that can affect the climate. It can cause serious effects on the environment, human health, farming, water supplies, and economies.

Climate Pollution Here in Spokane



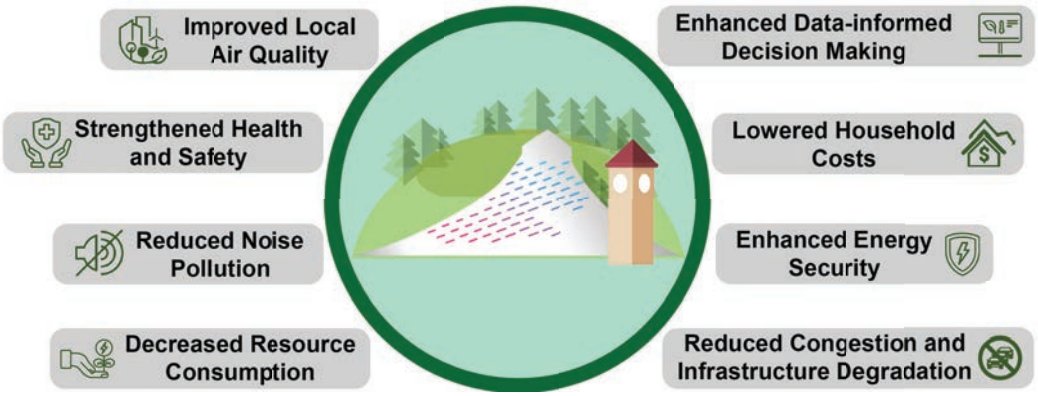
In 2022, the City of Spokane community emitted about 2.28 million metric tons of carbon dioxide (CO_2e), a measure of climate pollution. This is equivalent to the smoke emissions released from 240 square miles of Washington forest burned! The pie chart below shows where this pollution comes from.

This information and your feedback will help Spokane set goals and create plans to reduce pollution from the biggest sources.

Scan the QR Code for more information about the City of Spokane's greenhouse gas emissions.

https://my.spokanecity.org/publicworks/environmental/

Benefits of Reducing Climate Pollution



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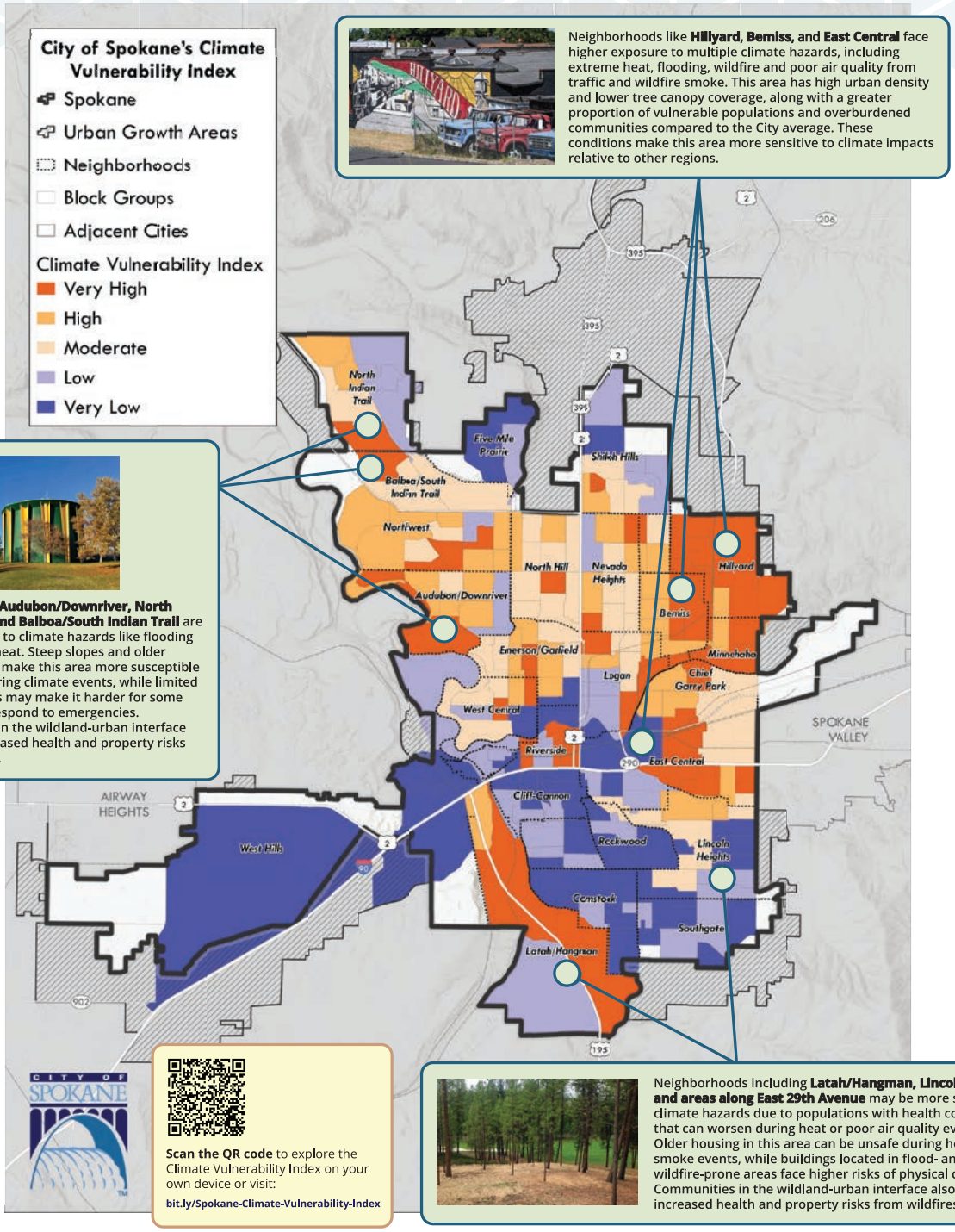
Spokane's Climate Vulnerability

The City of Spokane created a Climate Vulnerability Index mapping tool to better understand which areas, people, and resources are most at risk from climate impacts like extreme heat and wildfire smoke. The tool looked at over 30 factors, such as exposure to climate hazards and the ability to adapt.

The map shows that some parts of Spokane, like in Northeast Spokane and along the I-90 corridor, have higher overall climate vulnerability relative to other parts of the City. Meanwhile, some areas south of I-90 and on the north end of Spokane have lower vulnerability compared to other parts of the city. This can help inform the City about how to prioritize its resilience actions.



Neighborhoods like **Hillyard, Bemiss,** and **East Central** face higher exposure to multiple climate hazards, including extreme heat, flooding, wildfire and poor air quality from traffic and wildfire smoke. This area has high urban density and lower tree canopy coverage, along with a greater proportion of vulnerable populations and overburdened communities compared to the City average. These conditions make this area more sensitive to climate impacts relative to other regions.

Areas such as **Audubon/Downriver, North Indian Trail, and Balboa/South Indian Trail** are more exposed to climate hazards like flooding and extreme heat. Steep slopes and older infrastructure make this area more susceptible to damage during climate events, while limited transit options may make it harder for some residents to respond to emergencies. Communities in the wildland-urban interface also face increased health and property risks from wildfires.

Scan the QR code to explore the Climate Vulnerability Index on your own device or visit:
bit.ly/Spokane-Climate-Vulnerability-Index

Neighborhoods including **Latah/Hangman, Lincoln Heights, and areas along East 29th Avenue** may be more sensitive to climate hazards due to populations with health conditions that can worsen during heat or poor air quality events. Older housing in this area can be unsafe during heat and smoke events, while buildings located in flood- and wildfire-prone areas face higher risks of physical damage. Communities in the wildland-urban interface also face increased health and property risks from wildfires.

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Developing Climate Policies with Community Input

The City of Spokane is integrating climate considerations into its Comprehensive Plan—the guiding document for how the city grows and develops. The first phase of this work focused on listening to community experiences, assessing how climate change may affect Spokane, reviewing existing plans and policies, and evaluating the city's climate risks and vulnerabilities. The current phase builds on that foundation by revising, adapting, and developing new climate policies to include in the Comprehensive Plan. Your input today will help shape these policies!

Steps to Integrate Climate into the Comprehensive Plan

Phase 1: June 2024–June 2025

Step 1
Cut pollution from transportation, buildings, and other sources without shifting pollution elsewhere.

Step 2
Audit Plan and Policies.

Step 3
Assess Risk and Vulnerability.

Public Engagement: Survey, focus groups, public workshop, tabling at events, meetings with community-based organizations, online Climate Vulnerability Index tool.

Phase 2: June 2025–June 2026

Step 4
Revise, adapt, and develop new Climate Policy.

We Are Here!

Step 5
Integrate goals and policies.

Public Engagement: Survey, focus groups, public workshops, tabling at events, meetings with community-based organizations.

What We've Heard from the Spokane Community So Far

To date the City has heard from community members about how climate change is affecting Spokane and what actions they want the City to take in response. Here's a summary of what we've heard so far:

- **Wildfire smoke and extreme heat** are the most immediate and concerning climate impacts for the Spokane community.
- **Some community members are especially vulnerable** to climate hazards, including low-income residents, unhoused individuals, elders, youth, people with disabilities and chronic health conditions, renters, outdoor workers, Urban Native American and Tribal communities, communities of color, and those with language barriers.
- **Financial barriers** limit residents' ability to prepare for and respond to climate impacts. Community members strongly support incentives, assistance, and equitable access to resilience programs.
- **Water conservation**, **human health**, and **food systems** are top community priorities.
- **Green spaces**, **urban tree canopy**, and **City-led pilot programs** are valued by community members as important public investments that model climate resilience.
- **Public transit**, **bike infrastructure**, and **active transportation options** are supported by community members as ways to reduce emissions and improve access.
- **Community collaboration**, **education**, **engagement**, and **disaster preparedness** are emphasized by community members as key to building local resilience.

What other topics are important to you?
Tell us on a sticky note and leave it below.

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Environmental Justice

The City of Spokane will conduct an environmental justice assessment of draft land use and transportation policies being considered for the Comprehensive Plan update. This assessment will focus on avoiding the creation or worsening of environmental health disparities.

What is Environmental Justice?

As defined by state law, environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to development, implementation, and enforcement of environmental laws, regulations, and policies. Environmental justice includes addressing disproportionate environmental and health impacts in all laws, rules, and policies with environmental impacts by prioritizing vulnerable populations and overburdened communities and the equitable distribution of resources and benefits. (RCW 36.70A.030)

Why Assess Environmental Justice?

A changing climate impacts everyone, but some people face greater risks. These risks are influenced by where they live, their health, income, language barriers, and limited access to resources—factors often shaped by inequality. Environmental justice is a key part of efforts to ensure a clean and healthy environment for all, especially for communities of color and low-income households who are more likely to live near sources of pollution and other environmental burdens.

The City is required by law to address environmental justice in the Comprehensive Plan by:

- Identifying, protecting, and enhancing community resiliency to climate impacts, including social, economic, and built environment factors, in ways consistent with **environmental justice**.
- Prioritizing reductions that benefit overburdened communities, maximizing co-benefits such as reduced air pollution and **environmental justice**.
- Giving special consideration to achieving **environmental justice** in Land Use goals and policies, including efforts to prevent creating or worsening environmental health disparities.
- Using transportation and active transportation system standards as a gauge to measure system performance and success in supporting **environmental justice** goals.

What can the City do to support environmental justice? ?
Write your thoughts on a sticky note and place it below.

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Prioritizing Climate Policies

The City is using a prioritization process to select key climate policies. This will help ensure that policies can be implemented and align with state requirements.

Prioritizing Climate Policies

1 Pre-screening

Does the City have a **clear role?** *(lead, partner, communicator, or regulator)*

2 Scoring

- **Resilience**
- **GHG Reduction**
- **Equity**
- **Logistics** *(including cost, co-benifits, and feasibility)*
- **Degree of Certainty** *(including unintended impacts, public support, and momentum)*

3 Review

- Remove **redundancies**
- Ensure the list meets **State requirements, addresses key hazards,** and includes a **variety of topics, time frames, and responsible groups.**

After policies are prescreened, the City will score and rank policies using a set of evaluation criteria.
The criteria may include:

Resilience

- Reduces risks from climate hazards
- Prepares communities and infrastructure to withstand and adapt to climate hazards
- Enhances natural environments

Place stickers here.

Equity

- Builds community power
- Improves community health and well-being
- Holds institutions accountable for inequitable impacts
- Prioritize benefits for overburdened populations

Place stickers here.

Climate Pollution Reduction

- Reduces climate pollution (greenhouse gas emissions)
- Conserves resources
- Improves air quality

Place stickers here.

Logistics

- Considers cost and cost-savings
- Provides additional social, economic, or environmental benefits
- Level of administrative and staff capacity

Place stickers here.

Risk

- Avoids unintended impacts
- Addresses level of community support

Place stickers here.

Which criteria are most important to you?

Place a sticker next to the **top 3** criteria you think should be weighted more heavily.

Are there other criteria we should consider? Write your ideas on a sticky note and place it below.

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Accommodating Affordable Housing

in the City of Spokane, Washington

a requirement of the Growth Management Act (RCW 36.70A.70)

June, 2025

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Executive Summary

The State of Washington has adopted new legislation that requires communities like Spokane to ensure they can accommodate needed housing in various affordability brackets when updating their Comprehensive Plans. As the City of Spokane is undertaking the next mandated Periodic Update to its Comprehensive Plan, the City must consider growth for the next twenty years. Sufficient capacity must exist in the City to accommodate housing development in these brackets.

The City has analyzed its housing unit capacity already as part of the adopted Land Capacity Analysis (LCA) for the City of Spokane. This report expands upon the findings of the LCA in order to differentiate the available land capacity by affordability bracket.

Affordability in Spokane is established by a percentage of the Area Median Income (AMI), set by the U.S. Department of Housing and Urban Development. Currently, the City of Spokane exhibits a median three-person family income of $90,720 per year, through which the City can determine the various affordability brackets as follows:

- 0-80% AMI = $0 and $72,600
- 80-120% AMI = $72,601 and $108,864
- 120+% AMI = more than $108,864

To determine where in the City units might be affordable for these incomes, the analysis used publicly available commercial price data from Zillow.com, Redfin.com, Rentcafe.com, and Apartments.com. Tenure information from the American Communities Survey (ACS) was then used to determine what proportion of units in a given part of the city might be rented or owned. By comparing the unit capacity in the LCA against the affordability information from the web-based sources *and* the tenure (rent vs. own) data from the ACS, the City has determined which units of capacity in the LCA are expected to fall within one of the three affordability brackets.

By applying the analysis outlined in this report, the City determined that even though there currently exists sufficient land capacity for 33,000+ units, the City cannot likely accommodate the needed units in the most affordable category, 0-80% AMI. The specific number of units in each category the City *can* accommodate is shown in **Figure 1** below.

Per the Washington Department of Commerce guidance on the subject, the City must now contemplate certain amendments to development strategies, code requirements, and policy towards raising the number of 0-80%AMI units the City can accommodate in the next twenty years. What those amendments might be will be a topic of the upcoming Environmental Impact Statement and Comprehensive Plan Periodic Update.

Figure 1: Final Results–City of Spokane Housing Unit Capacity by Affordability

	0-80%AMI Units	80-120%AMI Units	120+%AMI Units
Need (Commerce HAPT, 2020-2046)	15,347	2,588	4,424
Units Completed (2020-2024)	1,328	507	978
Capacity for Additional Growth (2025-2046)	**9,654**	**8,036**	**12,475**
Comparison RESULT	**-4,365**	**5,955**	**9,029**

***Source**: New Units Needed = Department of Commerce Housing Allocation Planning Tool (HAPT). Units Already Built: City of Spokane, Acella Data 2021 to 2024. Capacity for Additional Growth = Land Capacity Analysis for the City of Spokane, 2025.*

***Notes**: RESULTS row represents the following calculation: (Units Already Built + Remaining Capacity) - New Units Needed. A negative number denotes a lack of sufficient capacity in that affordability bracket to accommodate the need identified by the State.*

I. Introduction

In 2021 the Washington State Legislature passed new legislation seeking to remedy the State's ongoing housing crisis. Described as a bill "supporting emergency shelters and housing through local planning and development regulations," House Bill 1220 (HB1220) was passed on April 14, 2021. Among other changes, HB1220 expanded the requirement for Cities and Counties planning under the Growth Management Act (GMA) to plan for and accommodate housing within their borders when conducting major updates to their comprehensive plan.

Prior to HB1220, Cities and Counties were only required to quantify and accommodate their total 20-year housing unit need. HB1220 expanded that requirement, calling on jurisdictions to consider and plan for housing units broken down by various affordability brackets, based on Area Median Income (AMI). Accordingly, the Washington Department of Commerce (Commerce) provided the Housing Allocation Planning Tool (HAPT) and various guidance documents to help jurisdictions meet the new requirements.

The following analysis conforms largely to the guidance provided by Commerce, primarily Commerce publications Establishing Housing Targets for your Community (Book 1) and Guidance for Updating your Housing Element (Book 2). While HB1220 also included the requirement that the City consider racially disparate impacts and displacement, those topics will be addressed in a separate study underway by the City of Spokane and are not explored in detail here. Additionally, HB1220 requires that City quantify their ability to accommodate emergency housing—a topic which will be addressed in a separate report from this one.

II. Report Preparation

The following report was prepared by the Planning & Economic Development department at the City of Spokane, utilizing the following staff:

Project Manager & Chief Analyst:	Kevin Freibott, Senior Planner
Planning Director:	Spencer Gardner, AICP
Deputy Planning Director:	Tirrell Black, AICP
Economic Development:	Amanda Beck, Planner II

This report is a follow-up to the City's Land Capacity Analysis (LCA), adopted earlier in 2025. Readers are referred to that document for greater detail as to the available lands within the City and the development potential therein.

III. Defined Terms

Prior to discussing the housing allocation and the City's capacity to accommodate those units, it's important to understand several key terms used by Commerce, the HAPT, and mentioned in GMA and HB1220. Those terms are as follows:

Area Median Income (AMI): The HAPT describes housing affordability by AMI, specifically as a percentage of the Spokane County AMI. AMI is established by the United States Department of Housing and Urban Development (HUD) and is updated annually for the use of housing providers and local government. HUD sets the AMI for the entire Spokane metropolitan area, not for cities specifically. For financial year 2025, HUD states the AMI for the Spokane area is $100,800. Commensurately, a household making $100,800 annually in Spokane would be a 100%AMI household. Conversely, a household with an annual income of $50,400 would be in the 50%AMI bracket.

Permanent Housing: Permanent housing units provide permanent residence, whether or not those units are provided along with supporting services. A housing unit can be any type of unit, be it a standalone house, apartment, condo, middle housing, or some other type of housing. For the purposes of this analysis, group housing is not considered as part of the permanent housing number, commensurate with HB1220 requirements.

Permanently Supportive Housing (PSH): PSH units are subsidized housing units with no limit on the length of stay, prioritizing housing for people who require comprehensive support services to retain tenancy. Generally, PSH is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who either was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing. Simplified, PSH provides both housing *and* support to help prevent those in PSH from entering or returning to homelessness. PSH is quantified in the HAPT by unit.

IV. Housing Affordability Brackets

The analysis required by HB1220 and GMA calls for the City to quantify and account for new housing in several affordability ranges, or brackets, based on AMI. The brackets are based on AMI, set by HUD, and represent a range of household incomes in the extremely-low-, very-low-, low-, and moderate-income ranges. Also included are higher incomes greater than the AMI, such as 120% AMI, but legislation has fewer requirements for planning for these housing types.

By calculating income as a percentage of AMI, the range of household incomes in each bracket can be determined. This is complicated somewhat by the fact that AMI changes by household size, rising as the number of people in the household rises. While most agencies and jurisdictions rely on the 4-person number, Commerce allows for jurisdictions to make adjustments according to local average household size.

The following table (**Figure 2**) provides the current AMI brackets, based on the region's median family income of $100,800. The table includes both the 3-person income limits and the 4-person income limits. While 4-person family limits are most often cited when discussing AMI, the current average household size in the City of Spokane is closer to 3-persons[1]. Per Commerce Guidance, when this is true the jurisdiction can consider home affordability by using the 3-person limit instead[2]. Accordingly, the analysis in this report will do so.

Figure 2: Income Brackets in Spokane County (2025)

Affordability Bracket	%AMI	3-Person Family Income Range (Annual)	4-Person Family Income Range (Annual)
Extremely Low Income	0-30% AMI	$0 - $27,250	$0 - $30,240
Very Low-Income	30-50% AMI	$27,251 - $45,400	$30,241 - $50,400
Low Income	50-80% AMI	$45,401 - $72,600	$50,401 - $80,640
Moderate Income	80-100% AMI	$72,601 - $90,720	$80,641 - $100,800
High Income	100-120% AMI	$90,721 - $108,864	$100,801 - $120,960
Highest Income	120% + AMI	$108,865 and up	$120,961 and up

***Source**: 2025 Income Limits Documentation System, United State Housing and Urban Development Department (HUD). Retrieved online at www.huduser.gov.*

***Notes**: Calculations of income range, maximum annual housing cost, and maximum monthly housing cost made by City staff from HUD income limits.*

The Commerce guidance directs Jurisdictions towards assuming that a household should expect 30 percent of its income to go towards housing costs. Incidentally, this is the threshold for "cost burdened" households used by the State and most local jurisdictions. Those households that pay more than 30 percent of their monthly income towards housing costs are considered "cost burdened."

In order to analyze the relationship between rents in the City of Spokane and the income brackets offered by AMI, first the appropriate maximum monthly housing cost for each bracket must be calculated. Converting annual income to determine what comprises 30 percent of the monthly income requires a simple calculation:

Maximum Monthly Housing Cost = Annual Income / 12 * 0.30

However, an additional calculation must be made because housing cost, when considered by Commerce and the state, includes monthly utility costs in addition to rent or mortgage payments. The amount to subtract from housing cost for utilities is informed on a county by county basis by local housing authorities. In the case of Spokane County, the Spokane Housing Authority publishes worksheets for the allowances for certain household utilities. Spokane Housing Authority's most current utility allowances are provided by housing type and the utilities involved (e.g. whether they be gas or electric, forced air or furnace). By using the most common utility types in Spokane, the following utility allowances can be assumed (see **Figure 3**).

Accordingly, the amounts in **Figure 3** should be incorporated into the maximum monthly housing cost calculation by subtracting them from the total. For the purposes

[1] *2.35 according to the US Census American Communities Survey, 2023 5-year Average.*
[2] *See p. 35 of Guidance for Updating Your Housing Element by the Department of Commerce, August, 2023.*

Figure 3: Utility Allowances by Unit Type and Number of Bedrooms, Spokane County

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
High-Rise/Apartment	$206	$213	$227	$243	$259	$282
Middle Housing & Low Rise	$216	$224	$243	$263	$282	$300
Single-Unit, Duplex, Mobile Home	$232	$244	$263	$283	$304	$323
AVERAGE VALUE	**$218**	**$227**	**$244**	**$263**	**$282**	**$302**

***Source**: Spokane Housing Authority, February 2025.*

***Notes**: Assumes electric heating, electric cooking, and electric water heating, indicated by the source as the most common condition. The average value is a calculated value of the average of the values in the three unit types. It is not provided by Spokane Housing Authority.*

of this analysis, and consistent with the overall assumption of 3 persons per unit, this analysis will apply 2 bedroom average value of $244. This results in the following calculation for maximum monthly rent or mortgage payment:

Maximum Monthly Housing Cost = Annual Income / 12 * 0.30 - $244

By applying this formula, the maximum monthly housing cost for each affordability bracket result can be determined, as shown in **Figure 4** below. Note that the analysis in this report will utilize the three-person household data as discussed previously.

Figure 4: Rent/Mortgage Payment Limits in Spokane County

	Persons Per Household					
AMI Bracket	One	Two	Three	Four	Five	Six
30% AMI	$312	$378	$437	$559	$678	$797
50% AMI	$665	$782	$891	$1,016	$1,098	$1,181
80% AMI	$1,195	$1,387	$1,571	$1,772	$1,916	$2,058
100% AMI	$1,546	$1,789	$2,024	$2,276	$2,459	$2,642
120% AMI	$2,192	$2,477	$2,780	$3,003	$3,226	$3,448

***Source**: Calculated values based on method in text.*

***Notes**: Assumes 30 percent of monthly income calculated from annual Area Median Income, minus utility allowances.*

V. The Housing Allocation Planning Tool (HAPT)

Commerce has provided a complex set of tools for Counties and Jurisdictions to utilize when determining their housing unit growth allocation through the planning horizon. This tool, known as HAPT, provides the countywide housing allocation based on the planning horizon and the County's overall population growth, as well as individualized jurisdiction housing growth based upon the share of the County's growth each jurisdiction expected to accommodate.

In the case of the Spokane County numbers, the County has adopted the middle housing forecast from OFM. This forecast is the most statistically supported option and provides for growth of 100,065 persons in the County by 2046. By using the regionally adopted projections, the entire county's allocation is provided (see **Figure 5** below).

Figure 5: Countywide Housing Growth Allocation–Cities Included

	TOTAL	Permanent Housing Needs by Income Level in Housing Units (as % of Area Median Income)						
		0-30%AMI						
		Non-PSH	PSH	30-50%AMI	50-80%AMI	80-100%AMI	100-120%AMI	>120%AMI
Current Estimated Housing	221,840	6,613	937	34,798	91,803	32,035	20,981	34,673
New Housing by 2046	297,024	26,518	6,651	48,418	100,647	36,807	24,918	53,065
Additional Units Needed	**75,184**	**19,905**	**5,714**	**13,620**	**8,844**	**7,772**	**3,937**	**18,392**

***Source**: Spokane County HAPT, January 2025.*

***Notes**: AMI = Area Median Income, as set by the United State Housing and Urban Development Department (HUD). Current AMI is for FY2025.*

Once countywide need is determined, HAPT divides up countywide growth by a number of possible methods. Spokane County and the Cities within it have chosen to use "Method C" in HAPT, as it provides for both a statistical division of the overall growth shown in **Figure 5**, but also accounts for housing need outside cities but within the Urban Growth Area (UGA). See **Appendix A** for more information on this method.

HAPT requires that Counties apportion housing need among the Cities as a percentage of regional housing growth each jurisdiction expects to accommodate. Ultimately, the region agreed on a method to convert projected population share into housing share, which was then input into HAPT (see **Appendix A**). Regarding the City of Spokane, while the city is expected to experience 23.34% of population growth, the City's housing need represents 29.74% of the countywide housing growth. This is commensurate with recent development in Spokane that has exceeded 1,300 units annually since the recovery from COVID. By inputting 29.74 percent of countywide housing growth for the city into HAPT, the tool provides the following housing need in the city shown in **Figure 6** below.

Figure 6: City of Spokane Housing Growth Allocation (2020 to 2046)

	TOTAL	Permanent Housing Needs by Income Level (as % of Area Median Income)						
		0-30%AMI						
		Non-PSH	PSH	30-50%AMI	50-80%AMI	80-100%AMI	100-120%AMI	>120%AMI
Estimated Current Housing	99,938	3,534	937	19,479	47,090	11,873	7,118	9,907
Additional Units Needed	**22,359**	**6,452**	**1,851**	**4,413**	**2,631**	**1,418**	**1,170**	**4,424**

***Source**: Spokane County HAPT, January 2025.*

***Notes**: AMI = Area Median Income, as set by the United State Housing and Urban Development Department (HUD). Current AMI is for FY2025.*

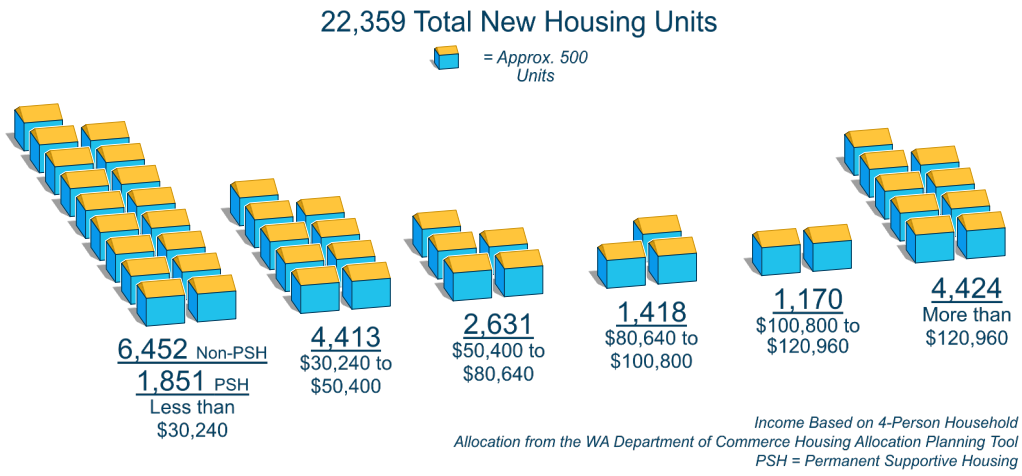
As shown above, the City is expected to require 22,359 additional permanent housing units between 2020 and 2046. While those units are spread among all the affordability brackets, that spread is not equal bracket to bracket. **Figure 7** on the following page provides a graphical depiction of that need by bracket.

A Note On Housing Units Versus Population Growth

The city is expected to grow by 23,357 people between 2020 and 2046[3]. Compared to a housing need of 22,359 homes (**Figure 6**) the two projections would seem incongruous,

[3] *Land Capacity Analysis for the City of Spokane, 2025.*

Figure 7: City of Spokane New Housing Need by Household Income (2020-2046)



***Source**: Spokane County HAPT, January 2025.*

***Notes**: Income limits provided by United State Housing and Urban Development Department, FY2025 Income Limits Documentation System, retrieved online at www.huduser.gov.*

as if the HAPT was assuming that most new residents will live alone in their home. This is not the case, however, as HAPT provides for more than the housing units needed to accommodate new population growth.

Per the Commerce guidance on the HAPT, the allocation accounts for three areas of housing need, as follows:

- **New Growth**. The housing units to accommodate new population growth in the city between 2020 and 2046. The proportion of new housing in the HAPT corresponding to this need is approximately 60 percent of the total.
- **Underproduction**. In its study of housing needs and production in Washington, Commerce identified that, overall, the state had under-produced housing by a significant degree. This was largely due to COVID and other economic factors outside the control of Cities and Counties, but the need is there regardless. To remedy this situation, 30 percent of the HAPT housing allocation is included to address issues with overpriced housing and historic underproduction. As a result, approximately 30 percent of the HAPT allocation addresses the housing needs of people who are already residing in Spokane.
- **Homelessness**. A small percentage of the overall HAPT allocation, approximately 10 percent, is intended to address the need of those experiencing homelessness or in danger of imminent homelessness. As with underproduction, much of this need is for people already in Spokane, not new growth.

While the City of Spokane has been allocated 22,359 units between 2020 and 2046, only about 13,415 of those units are to accommodate new residents. Regardless, HB1220 states that the City must have enough capacity to accommodate the *entire* allocation, thus this analysis in this report concerns the full number of units allocated (see **Figure 6**).

A Note on Housing Affordability Brackets and Grouping

While HAPT provides for housing need in seven brackets (see **Figure 6**), difficulties arise in providing such a high level of differentiation in housing data. It is near impossible to divide housing costs into so many brackets due to the limited number of zoning types and the high number of variables involved. As such, most jurisdictions have decided to group the affordability brackets into the following three groups:

- **0-80% AMI** – The highest need bracket, requiring the most program/funding support.
- **80%-120% AMI** - The middle bracket, where some support is necessary, but some market-rate development may occur as well. Some organizations label this group as "workforce housing."
- **120%+AMI** – The highest cost group, often called "market rate" housing. Commerce's guidance assumes little to no support for these householders.

Not only are jurisdictions using these three groupings, but the example tables and calculations in Commerce's own guidance group affordability thus. Accordingly, the City of Spokane analysis will use the same groups.

VI. Determining Affordability Bracket by Geographic Location

As demonstrated above, the HAPT indicates the City must accommodate 22,359 additional housing units between 2020 and 2046. To determine what capacity exists in the city to accommodate those units, Commerce provides specific guidelines in their "Guidance for Updating Your Housing Element," published August 2023. This guidance directs jurisdictions to consider their zoning and which housing types might be assumed in those zones. Additionally, the guidance from Commerce directs jurisdictions to use multiple data sources to determine what affordability can be expected from various housing types. The following analysis conforms substantially to the Commerce guidance.

Using Zoning to Inform Housing Affordability

The Commerce guidance indicates that jurisdictions should compare the housing types allowed in individual zones to inform what level of affordability might be expected in given areas. To this end, the City analyzed all zones in which housing is allowed and compared the housing types and densities assumed for each, as shown in **Figure 8** on the following page.

The City of Spokane is somewhat unusual, in that the municipal code allows for the development of residential uses in *all* zones except industrial zones. Additionally, most housing types (single-unit and middle housing) are allowed everywhere. Save for the lower density residential zones (RA, R1, and R2), multi-unit housing is allowed in every zone. This makes it difficult to impossible to differentiate housing development in the city only by considering zoning.

Figure 8: Zoning Classified by Housing Type and Maximum Density

Zone	Housing Types Allowed	Maximum Density Allowed	Assumed Density	Density Group
RA	Single-Unit and Middle Housing	10 (approximate)	5-9 du/ac	Residential Low
R1		10 (approximate)		
R2	Middle Housing	20 (approximate)		
RMF	Middle Housing & Multi-Unit	30 (approximate)	29 du/ac	Residential High
RHD		No Limit		
NR	Middle Housing & Multi-Unit	No Limit	30.2 du/ac in 33% of the Area	Non-Residential
CB				
GC				
O				
OR				
CC#				
CA1				
DTC	Middle Housing & Multi-Unit	No Limit	44.4 du/ac in 33% of the area	Downtown
DTG				
DTU				
DTS				

***Source**: Spokane Municipal Code, SMC Title 17; Shaping Spokane, the Spokane Comprehensive Plan (Chapter 3); Land Capacity Analysis for the City of Spokane (2025).*

***Notes**: Maximum density is approximate in residential zones due to the fact that lots under 2 acres are not restricted by density–rather the SMC uses height and setbacks to control for density in these zones. Assumed Density and Density Group conform to the City's Land Capacity Analysis, adopted March 10, 2025, via resolution RES 2025-0015.*

Further complicating matters, the City does not have sufficient data to correlate housing type with housing affordability as suggested by the Department of Commerce. This is not a failure by the City, rather the requirement to track such data did not exist historically, so these values weren't collected. To remedy this, the Commerce guidance provides for the option for Cities to augment and adjust affordability assumptions using publicly available market data.[4]

Sources for Housing Affordability for Rentals and Purchases

Cities, Spokane included, often do not track the affordability of a given housing unit when permitting its construction. Accordingly, the City has limited internal sources that might indicate at what level of affordability housing development is occurring. As a result, the City must look outside it's own data for this information.

Per the suggestion in the Commerce guidance, the City has utilized data from multiple sources to determine housing affordability by type, including the following:

- **Home Value (purchases) by neighborhood provided by Zillow.com**. Zillow provides a combination of self-reported and industry information on home purchases, assembling that data into 'neighborhoods' that generally conform to certain parts of the city.

[4] *See p. 32 of Guidance for Updating Your Housing Element by the Department of Commerce, August, 2023.*

- **Home Value (purchases) by neighborhood provided by Redfin.com**. Redfin is similar to Zillow, but follows a more industry-based approach for home value, lessening the impact of individual self-reported home values skewing the results. As with Zillow, Redfin data can be divided up roughly by neighborhood.
- **Median Rents by neighborhood provided by Apartments.com.** Like with Zillow but in this case concerning rentals, Apartments.com is somewhat weighted by self-reporting while also accounting for historic data related to past listings that may not currently be open for rent.
- **Median rents by neighborhood provided by Rentcafe.com**. Similar to Redfin, RentCafe's data is backed up by industry information in addition to current active listings. RentCafe also directly contacts management companies and real estate professionals to augment their data with additional confirmation.

Rent/Purchase Price by Affordability Bracket

Before a comparison can be made between median house price and monthly housing costs, the home price must be converted to an assumed mortgage payment. Following the Commerce guidance, the City utilized the Fannie Mae mortgage calculator to determine what the approximate monthly mortgage payment might be for home purchases in the City. The Fannie Mae mortgage calculator[5] requires the user to input various assumed factors that affect the payment amount. The factors used for this analysis were the most common factors reported by Realtor.com for home purchases in Spokane County, namely:

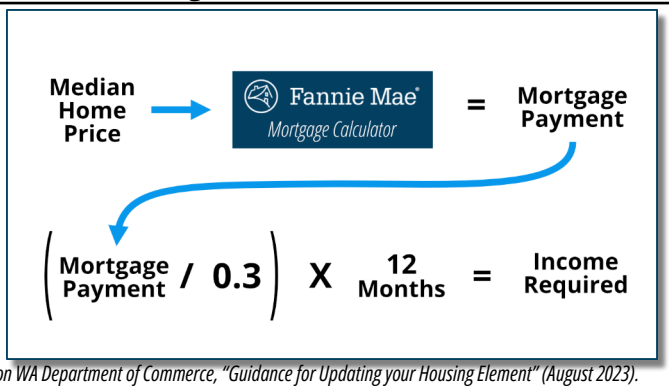
- 5 percent down payment;
- 30-year fixed rate loan; and
- 6.8% interest.

Plugging those factors into the Fannie Mae mortgage calculator returned a monthly payment for each neighborhood's median home price. That monthly value was then converted into the annual income necessary to maintain such a payment amount. For this, the Commerce assumption that 30 percent of annual income as the maximum that should go to home payments/rents was assumed. The calculation shown in **Figure 9** on the following page provided the income required for a given median home price.

The same base calculation was used to determine the income required for rentals, using the median rents provided by Apartments.com or RentCafe. Since those sources provide rents in a monthly form to begin with, the first step (using a mortgage calculator) was not necessary. Income required for a given median rent was calculated by dividing by 0.3 and multiplying by 12 only.

[5] *https://yourhome.fanniemae.com/calculators-tools/mortgage-calculator*

Figure 9: Process for Calculating Income from Median Home Price



***Source**: City of Spokane, based on WA Department of Commerce, "Guidance for Updating your Housing Element" (August 2023).*

***Notes**: Fannie Mae mortgage calculator assumed a 5 percent down payment, 30-year fixed rate mortgage, and 6.8% interest, as averages provided by Realtor.com for Spokane County.*

Utilizing the calculations above, an affordability bracket can be assumed for each part of the City for both median home price (purchases) and median rent (rentals). As an example calculation for rental units, the following sample calculation utilizes the RentCafe reported average rent for the Cliff-Cannon neighborhood:

1. Average Rent = $1,521
2. Assuming 30% of Income for Rent (Rent / 0.3) = $5,070
3. Multiplied by 12 to convert from monthly to annual: $60,840

Because $60,840 falls within the 0-80%AMI bracket (see **Figure 2**), we can assume that rental units in the Cliff-Cannon neighborhood generally fall within that bracket. By using this same calculation for both sources of rental data (Apartments.com and RentCafe) the affordability bracket for each area in the city can be determined, as shown in **Figure 10** and **Figure 11** on following pages.

As an example calculation for units for purchase, the following sample uses the Zillow.com reported median home value in the Northwest Neighborhood:

1. Median Home Value = $346,592
2. Mortgage Payment (Fannie Mae) = $2,966
3. Assuming 30% of Income for Mortgage (Payment / 0.3) = $9,887 a month
4. Multiplied by 12 to convert from monthly to annual = $118,640

Because $118,640 falls within the 120+%AMI bracket (**Figure 2**), we can assume that homes for purchase in the Northwest Neighborhood generally fall within that bracket. By using this method for both sources for sales data (Zillow and Redfin) the affordability bracket for each area can be determined, as shown in **Figure 12** and **Figure 13**.

Summary tables showing the calculations above for all four sources and all areas of the city are included at the end of this report. See **Appendix B** for more details.

Figure 10: Rent Affordability by Approximate Location (Apartments.com)

***Source**: Apartments.com, data from May 2025.*

***Notes**: Areas used by the source do not necessarily match neighborhood boundaries, as shown. The source had no data for blank areas.*

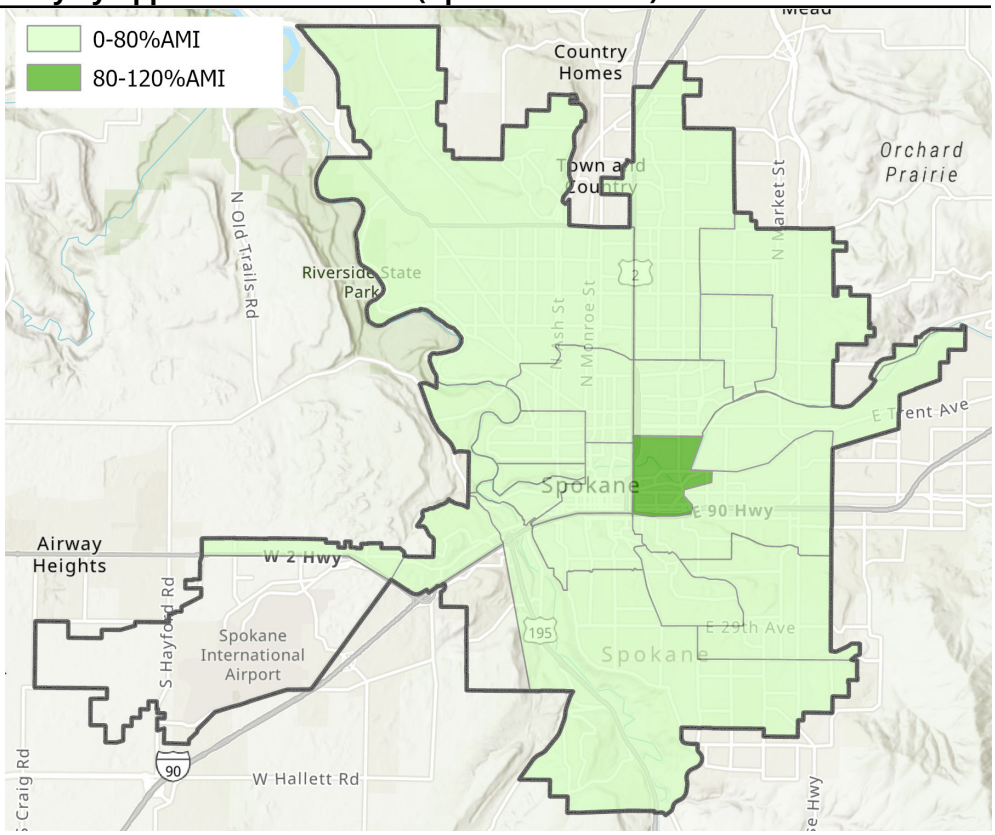


Figure 11: Rent Affordability by Approximate Location (Rentcafe.com)

***Source**: Rentcafe.com, data from May 2025.*

***Notes**: Areas used by the source do not necessarily match neighborhood boundaries, as shown. The blank area contains zero housing units, thus it is not shown here.*

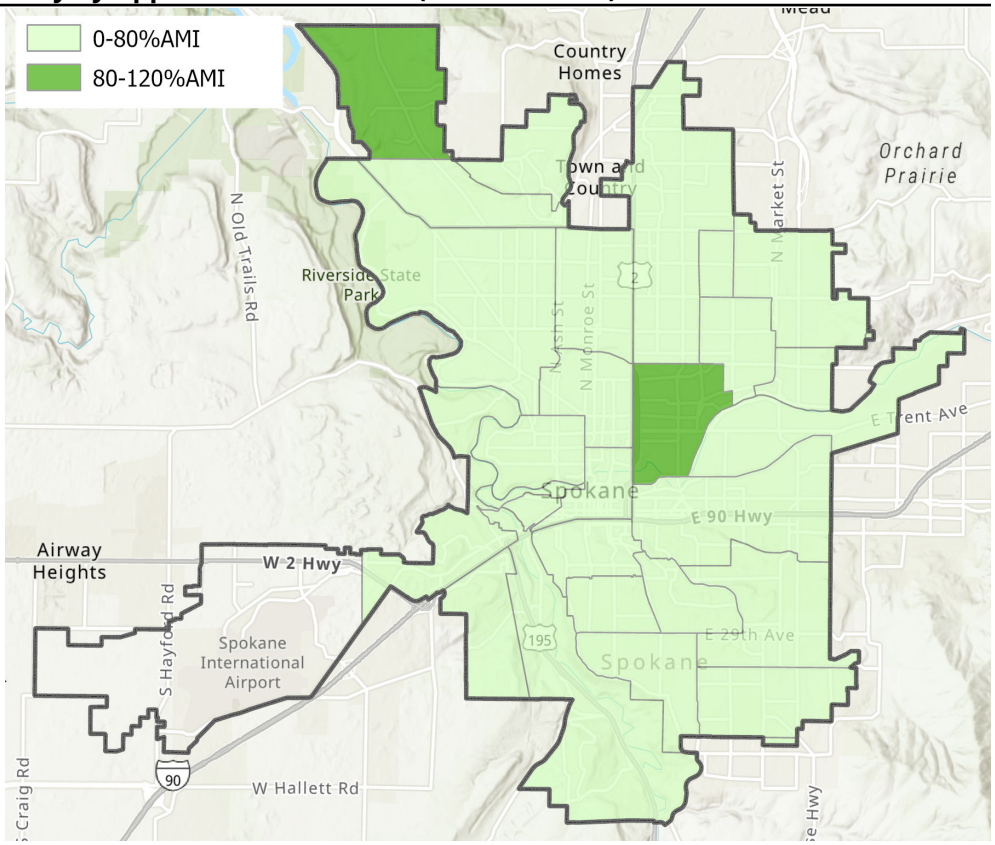


Figure 12: Home Value Affordability by Approximate Location (Zillow.com)

Source: Zillow.com, data from May 2025.

Notes: The source had no data for blank areas. Areas used by the source do not necessarily match neighborhood boundaries, as shown.

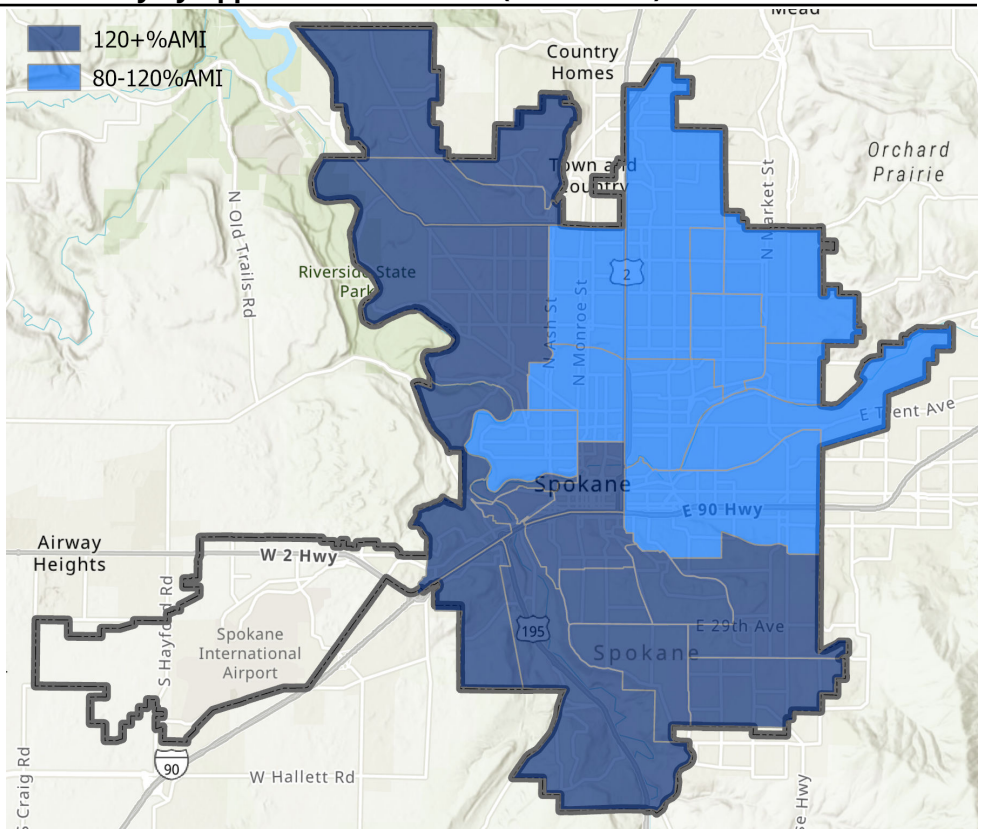
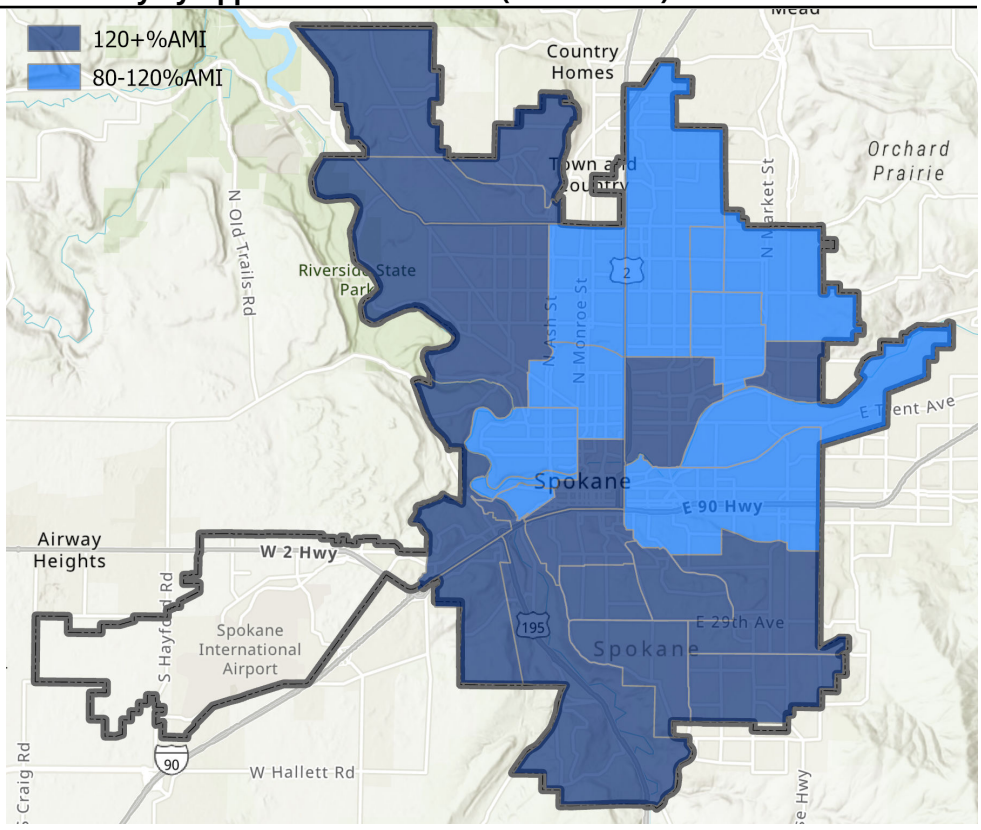


Figure 13: Home Value Affordability by Approximate Location (Redfin.com)

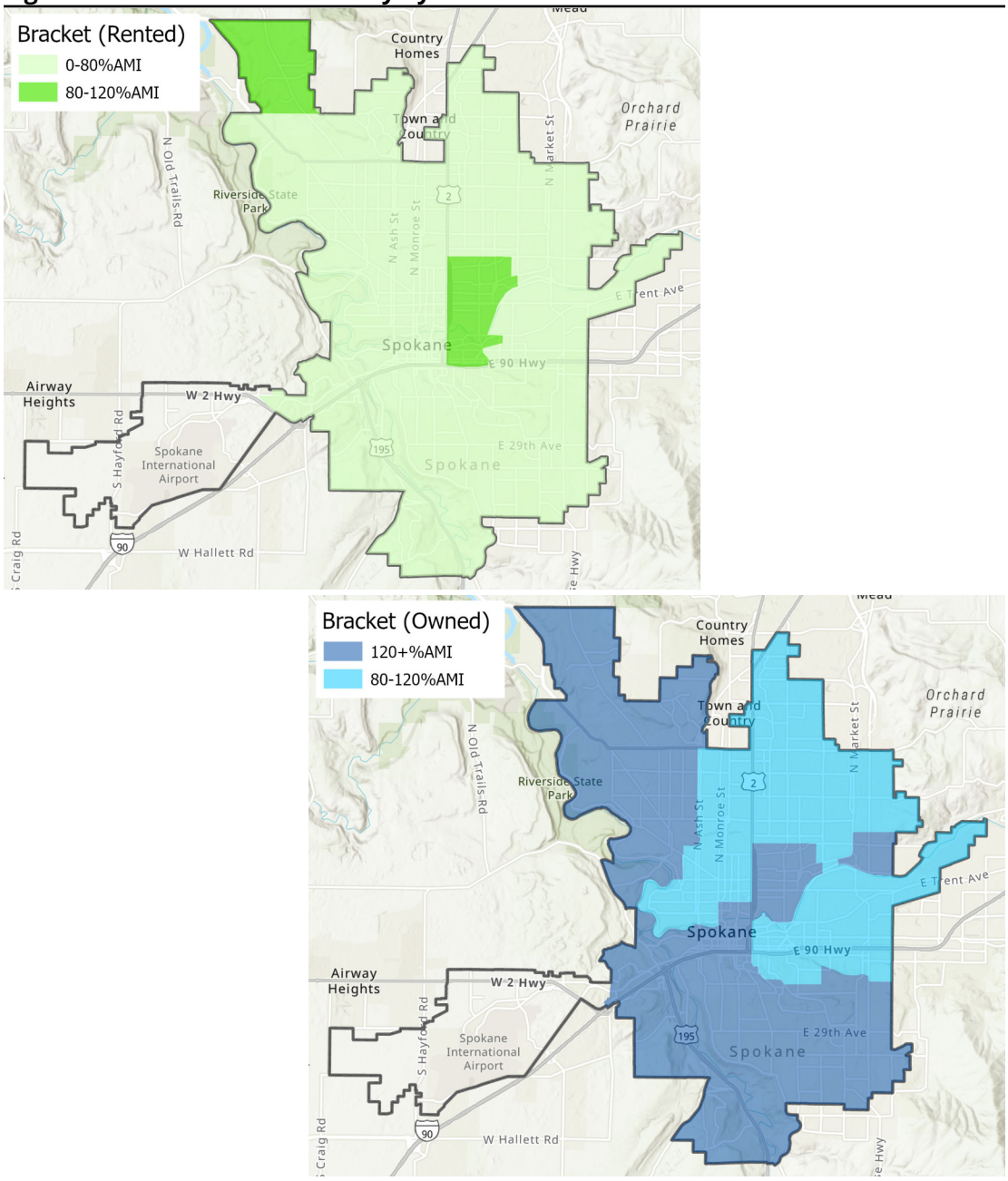
Source*: Redfin.com, data from May 2025.*

Notes*: The source had no data for blank areas.Areas used by the source do not necessarily match neighborhood boundaries, as shown.*



By comparing and combining the four maps above, general affordability assumptions can be made for both rental and purchase homes by location in the City, as shown in **Figure 14**. These assumptions were used by this analysis to assign assumed affordability to either rental units or homes for purchase in each part of the City.

Figure 14: Assumed Affordability by Location–Rentals and Purchases



***Source**: City of Spokane, Synthesized from multiple sources.*

As shown above, rented units in the City generally fall within the 0-80%AMI bracket, though two smaller areas tend to be more expensive, falling within the 80-120%AMI bracket. The picture for housing units for purchase is more complex, with a somewhat even split between areas exhibiting 80-120%AMI units and areas in the 120+%AMI

bracket. By determining affordability by geography in this way, the analysis can be more nuanced as to the expected affordability of new units in the City over the next twenty years. Many jurisdictions can consider their affordability for the entire City, but the great size of Spokane (nearly 70 square miles) points to the need for a more refines analysis than simply one value for the entire city. The approach outlined above grants that higher level of detail.

Determining Housing Tenure

Now that the areas of the City in which certain affordability brackets can be assumed has been established, the only remaining step is to determine which new units might be for rent and which might be for purchase. Of note, it is inaccurate to assume that all detached homes are for purchase, as the rental house market in Spokane is rather robust.

To determine the split of rented and purchase units expected in the city, this analysis utilized data from the American Communities Survey (ACS) 5-year average reports from 2023. ACS provides sample-based data to fill in between the decennial censuses, providing a relatively reliable data source for tenure (owned versus rented).

By polling ACS data, the City determined the mix of owned and rented homes in each Census Tract, resulting in the maps on the following pages (**Figure 15** and **Figure 16**). By utilizing the ratio of rented to owned homes in each tract, any capacity for new housing development in those tracts can be split accordingly into assumed rental units and units for purchase. For instance, assume a given Census Tract exhibits 60% owned and 40% rented units. That same Tract, say, shows an expected affordability of 80-120%AMI for rental units and 120%+AMI for purchased units (per Figure 14). If that tract has capacity for 100 units, 40 of those units could be assumed to be rented in the 80-120%AMI bracket and 60 units could be assumed to be sold in the 120+%AMI bracket. This is precisely the calculation used to determine final capacity in this report.

V. Unit Capacity by Affordability Bracket

The Commerce guidance states that once a jurisdiction has determined the affordability of various housing types, zones, and locations, then the unit capacity in those areas should be incorporated into the analysis . As the City has completed its LCA[6], that analysis provides a theoretical unit capacity in various locations throughout the city. Per Commerce's guidance, the unit capacity from the LCA was used in this analysis.

Because the LCA provides for potential units of capacity by geographic location within the city, each unit of capacity in the LCA can be compared to the tenure assumptions shown in **Figures 15 and 16**, producing an assumed number of rented units and owned units of capacity in each Census tract. For example, if the LCA found that 100 units of capacity exist in a tract of 60 percent owned and 40 percent rented homes, this analysis assumes that 60 units of capacity would be owned and 40 units of capacity would be rented.

[6] *Land Capacity Analysis for the City of Spokane, adopted March 10, 2025, via resolution RES 2025-0015.*

Figure 15: Percent of Rented Homes by Census Tract (All Housing Types)

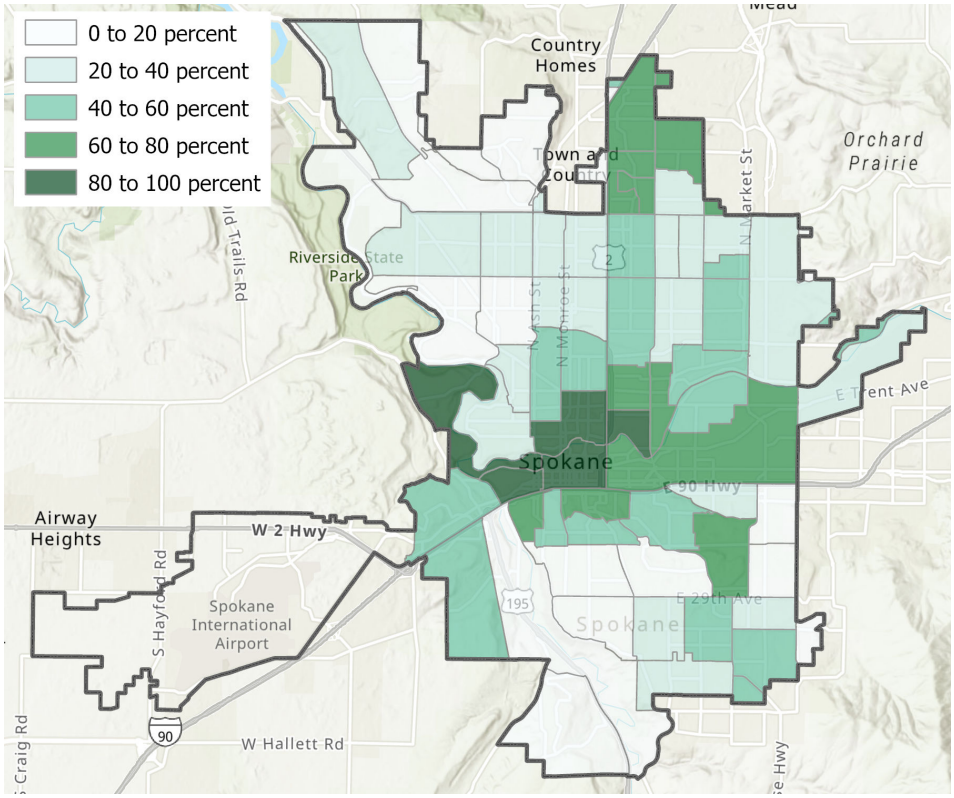
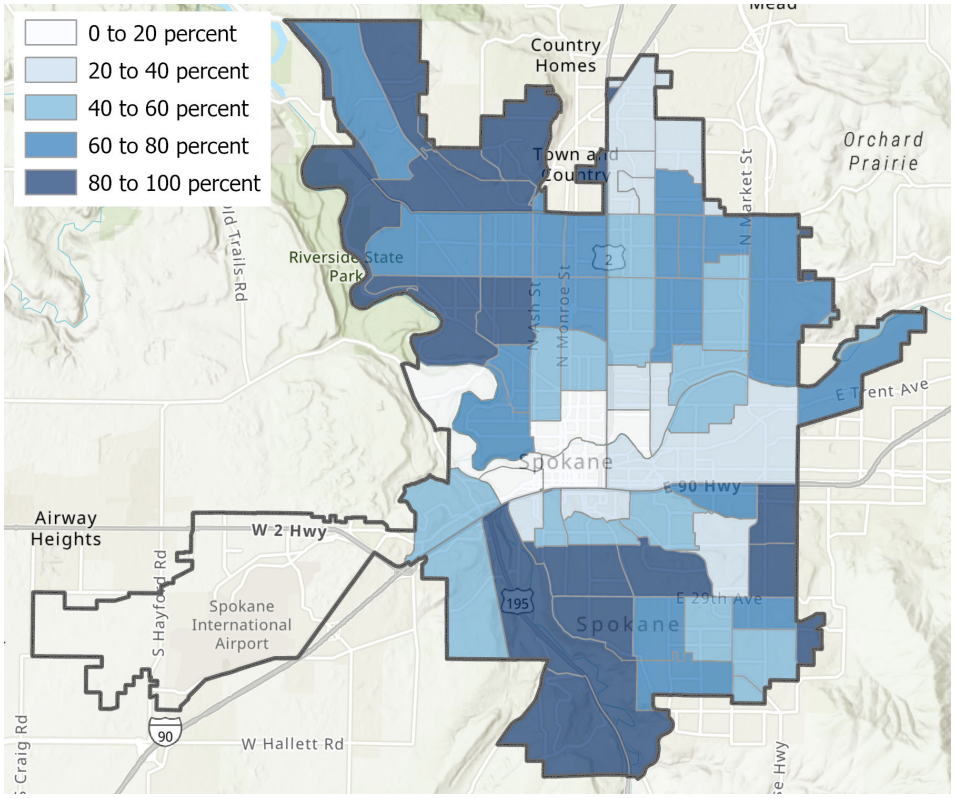


Figure 16: Percent of Owned Homes by Census Tract (All Housing Types)

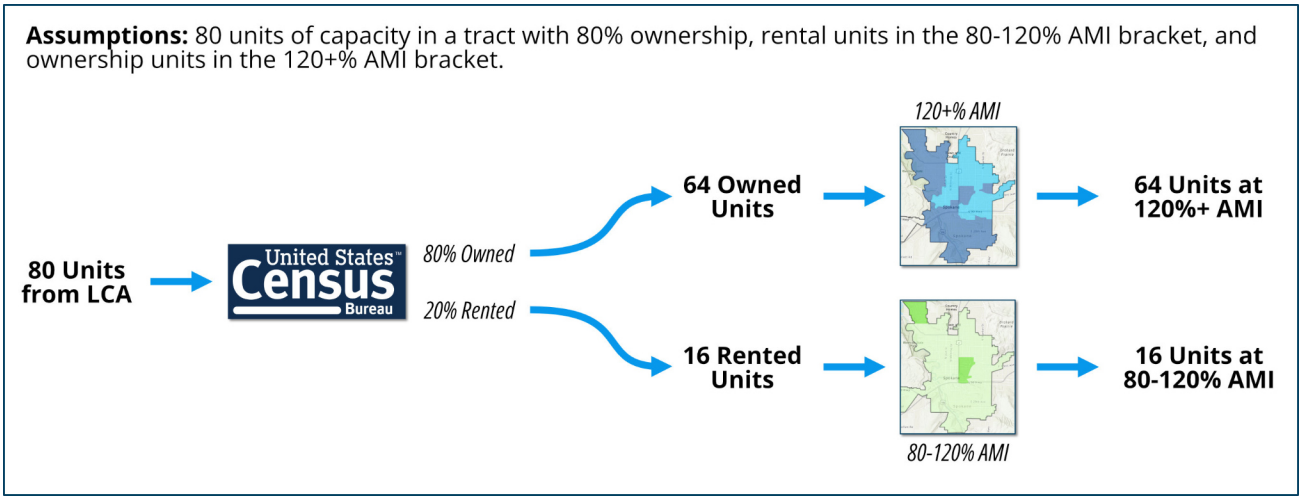


***Source (Both)**: US Census Bureau, American Communities Survey, 2023 5-Year Average*

***Note (Both):** Areas around the Spokane International Airport are blank due to a lack of any housing in this area.*

Once the assumptions for tenure (owned versus rented) are applied to units of capacity in the LCA, the affordability of those units can be inferred by comparing the location to the affordability in **Figure 14**. A schematic example of this calculation is shown below (**Figure 17**).

Figure 17: Example Affordability Calculation–LCA to Affordability Bracket



Special Cases in the Land Capacity Analysis

The LCA considers two special areas in its analysis, those of adopted Planned Unit Developments (PUDs) that have not yet completed platting all lots, and the South Logan Transit Oriented Development (South Logan TOD) subarea analysis. Readers are referred to the LCA itself for details on how these areas were handled in the LCA.

Following the process in the LCA, the analysis of affordability herein considers the PUDs and South Logan TOD area separately as well. This is for the same reason—a greater level of specificity is known about the development potential in these areas. Regarding the PUDs, these typically involve either single-unit homes or multi-unit buildings as part of a larger planned development with (generally) higher costs for residents, both rented or purchased. Accordingly, for any units of capacity within PUDs the analysis in this report assumes those units to occur at the more costly affordability bracket—namely 80-120% AMI for rental units and 120+% AMI for purchased homes. Additionally, most PUDs include covenants that restrict the renting of homes within PUDs. As a result, this analysis assumes that 100 percent of single unit homes in PUDs will be for purchase. Likewise, all multi-unit potential in PUDs is assumed to be for rent.

When considering the South Logan TOD area, the project area located in a part of the City with the least affordable brackets in both rentals and purchase homes. Accordingly, all units in the South Logan TOD area are assumed by this analysis to be in the 120+% AMI bracket for purchase and the 80-120%AMI bracket for rentals.

VI. Housing Unit Development Since 2020

The housing allocation provided by Commerce via the HAPT establishes need between the years 2020 and 2046. Because development has continued since 2020 and the unity

capacity presented by the LCA is for 2025, housing units built between 2020 and 2025 should be accounted for. In essence, any unit constructed between 2021 and now would reduce the overall need identified by the HAPT.

To do this, all residential permits issued between January 1, 2021 and December 31, 2024 were pulled from the City's permit database. All completed units–-those issued a Certificate of Occupancy or indicating a successful final inspection–were geo-located and compared to the affordability assumptions in Figure 14, resulting in a tabulated number of completed units in each of the affordability brackets. These units were then subtracted from the "new" units called for in HAPT. This number of completed units is included in the final table of this report (see below).

VII. RESULTS: Housing Unit Capacity by Affordability Bracket

Overall, the LCA found that the City has sufficient theoretical capacity to accommodate slightly more than 30,000 dwelling units. By applying those units of capacity to the assumptions and calculations described in the sections above, those units are divided among the three affordability brackets as follows (see **Figure 18**):

According to this analysis, informed by and in compliance with the guidance of the

Figure 18: Final Results–City of Spokane Housing Unit Capacity by Affordability

	0-80%AMI Units	80-120%AMI Units	120+%AMI Units
Need (Commerce HAPT, 2020-2046)	15,347	2,588	4,424
Units Completed (2020-2024)	1,328	507	978
Capacity for Additional Growth (2025-2046)	9,654	8,036	12,475
Comparison RESULT	-4,365	5,955	9,029

***Source**: Need = Department of Commerce Housing Allocation Planning Tool (HAPT). Completed Units: City of Spokane, Acella Data 2021 to 2024. Capacity for Additional Growth = Land Capacity Analysis for the City of Spokane, 2025, classified per the analysis outlined in this report.*

***Notes**: Completed units represent those building permits issued by the City between January 1, 2021 and December 31, 2024, showing that either a certificate of occupancy was issued or a final inspection has been completed.*

Resulting unit capacity represents the result of the analysis and calculations described in this report.

Comparison represents the following calculation: (Completed Units + Unit Capacity) - Need = Comparison RESULT. A negative number denotes a lack of sufficient capacity in that affordability bracket to accommodate the need identified by HAPT.

Department of Commerce, **the City of Spokane does not currently contain sufficient capacity to accommodate needed growth in the 0-80%AMI bracket**. Concurrently, the City has excess capacity in both the 80-120% AMI bracket and the 120+% AMI bracket.

To comply with the requirements of House Bill 1220, the City must consider, as part of the overall Comprehensive Plan Periodic Update, actions sufficient to raise the capacity in the 0-80%AMI bracket by nearly 4,400 units. Those changes will likely be identified during the preparation of the Environmental Impact Statement for the Comprehensive Plan Update, as well as during preparation of the Update itself. For more information on these changes as they are developed, readers are encouraged to visit **www.planspokane.org**.

Appendix A:
Housing Allocation Planning Tool Documentation

Appendix to Accommodating Affordable Housing in the City of Spokane, 2025

NO. 25-0033

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF CONSIDERING THE SPOKANE COUNTY STEERING COMMITTEE OF ELECTED OFFICIALS (SCEO) RECOMMENDATION RELATED TO THE HOUSING FOR ALL PLANNING TOOL (HAPT) METHODOLOGY FOR HOUSING ALLOCATIONS	**RESOLUTION**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, hereinafter referred to as the "Board," has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to the provisions of Chapter 36.70.040 RCW, the Board has created a Planning Department, hereinafter referred to as the "Department," and a Planning Commission, hereinafter referred to as the "Commission" (Resolution No. 76-698 as amended by Resolution 23-0057); and

WHEREAS, pursuant to RCW 36. 70A.210, the Steering Committee of Elected Officials ("Steering Committee") was established by interlocal agreement (Resolution 1994-1686, and as amended thereafter from time to time) to assist in the development of the Countywide Planning Policies and perform other duties, including but not limited to providing recommendations to the Board of County Commissioners on the same; and

WHEREAS, the Planning Technical Advisory Committee (PTAC), consisting of technical staff from the various jurisdictions, is tasked with providing a report and recommendation to the Steering Committee on proposed amendments to the Countywide Planning Policies; and

WHEREAS, pursuant to the provisions of chapters 36.70 and 36.70A RCW, the Board adopted a Comprehensive Plan for Spokane County on November 5, 2001 (Board Resolutions 1-1059 and 1-1060), which has been thereafter amended from time to time; and

WHEREAS, pursuant to the provisions of chapters 36.70 and 36.70A RCW, the Board, on May 25, 2004, under Spokane County Resolution No. 04-0461, adopted a new Zoning Code to implement the goals and policies of the Comprehensive Plan, said regulation becoming effective June 1, 2004, which has been thereafter amended from time to time; and

WHEREAS, in accordance with RCW 36.70A.130, the county must review and update its comprehensive plan and development regulations every ten years, with the next update due by 2026; and

WHEREAS, SCEO held a public hearing on the proposed "A Prime" HAPT methodology on 9/25/24 and considered comments from the Planning Technical Advisory Committee (PTAC). No public comment or testimony in favor of or against the proposed methodology was received; and

WHEREAS, after deliberation, the Steering Committee unanimously recommended approval of the proposed Spokane County "A Prime" HAPT methodology for use in each constituent's 2026 comprehensive plans; and

WHEREAS, pursuant to RCW 36.70 A, the county and the cities within it must update their comprehensive

plans based on a countywide population for the 20-year planning period as projected by the Office of Financial Management; and

WHEREAS, as the regional government, the county is tasked with the adoption of the Countywide Planning Policies, a part of which includes the adoption of the Countywide Population Projection as well as sub-allocations of population to the cities within the county; and

WHEREAS, the Spokane County planning commission held workshops examining HAPT on 6/13/24 and 7/11/24; and

WHEREAS, SCEO held workshops examining HAPT on 5/15/24, 7/17/12 and 8/20/24; and

WHEREAS, the Board of County Commissioners received the SCEO recommendation on January 14th, 2025, and set January 21st, 2025, to consider the same; and

WHEREAS, at the January 21st, 2025, open public meeting the Board considered the recommendation of the SCEO, and the Department filed and voted on whether to adopt the same.

NOW THEREFORE BE IT RESOLVED, the Board herby adopts the "A Prime" HAPT methodology for the purpose of allocating housing units for the planning period of 2026- 2046.

PASSED AND ADOPTED this 21st day of January 2025.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

Ginna Vasquez, Clerk of the Board

Mary L. Kuney, Chair

Josh Kerns, Vice-Chair

Al French, Commissioner

Amber Waldref, Commissioner

Chris Jordan, Commissioner

MEMORANDUM

To:	Steering Committee of Elected Officials (SCEO)
From:	Planning Technical Advisory Committee (PTAC)
Via:	Spokane County Building and Planning
Date:	September 16, 2024
Re:	PTAC Recommendation, Housing for All Planning Tool methodology

Background Summary

Earlier this year, SCEO tasked PTAC with analyzing possible HAPT methodologies.

During this exploration, PTAC analyzed:

- Methods A and B
- Commerce's update of method A (A Prime), wherein the county's share is split between the unincorporated UGAs and rural areas.
- Custom methods created by other counties (Lewis, King, Skagit, and Snohomish)
    - Lewis, Skagit, and Snohomish's custom methodologies were found to be not applicable to Spokane County.
    - King County's custom methodology served as the basis for a Spokane County proposal that was brought before PTAC and SCEO.
- Two possible custom methods, including
    - Weighted transit
        - This methodology would have allocated low-income housing partially based on transit availability.
            - Was not carried forward, owing to a lack of support from PTAC.
    - Jobs to housing ratio
        - This methodology, based on King County's custom method, adjusts 0-50% allocations based on the ratio of low-income jobs (under $40,000) to low-income residents.
            - Was not carried forward, owing to a lack of support from PTAC.

Options Going Forward

SCEO has two options:

1. Adopt one of the base Commerce methodologies (A, A prime, or B).
    a. Adoption of A prime is recommended by PTAC.
2. Continue pursuing a custom methodology (method C).
    a. Any potential custom method will require clear guidance from SCEO on what changes are desired. There is no readily available data to accommodate such an exploration, so it would likely require a significant commitment of staff time.

Recommendation

PTAC recommends using HAPT Method A Prime. Method A Prime uses the same assumptions and calculations as Method A but allows for a distinction between rural County lands, unincorporated UGAs, and the incorporated jurisdictions. Additional details on this recommendation, along with the housing allocation numbers based on the current population allocation, can be found below.

Methodology Pros/Cons

Method	Pros	Cons
A	Equally distributes housing levels among jurisdictions, based on growth projections; Simplicity and clarity	Allocates low-income and emergency housing to rural areas
A Prime	Reserves lower-income housing for urban areas; Avoids placing emergency housing in rural areas	None identified by PTAC
B	Accounts for existing housing by allocating fewer units per income band to jurisdictions that have a larger share of housing in said income band than other jurisdictions	Allocates low-income and emergency housing to rural areas; creates negative housing allocations, the implications of which are not well understood.
C: Low-income jobs to low-income residents' ratio	Accounts for an additional piece of local analysis that factors in housing and employment locations, Identifying locations where lower wage jobs exist but not enough lower cost housing	What weight to give the analysis is unknown; Lack of support from jurisdictions; Concerns about the amount of time needed to perfect this methodology

Housing Allocation Numbers (Corrected)

	Method A Prime								
	Housing Allocation Income Bands								
		0-30% AMI							Temporary
	Total	Non-PSH	PSH	30-50%	50-80%	80-100%	100-120%	>120%	Emergency Housing
Total Countywide Allocation	**75,184**	**19,905**	**5,714**	**13,620**	**8,844**	**4,772**	**3,937**	**18,392**	**3,037**
Unincorporated UGA	22,946	6,375	1,830	4,362	2,699	1,456	1,202	5,022	973
Rural Outside UGA	3,534	0	0	0	416	225	185	2,708	0
Airway Heights	5,007	1,391	399	952	589	318	262	1,096	212
Cheney	2,535	704	202	482	298	161	133	555	107
Deer Park	1,023	284	82	194	120	65	54	224	43
Fairfield	0	0	0	0	0	0	0	0	0
Latah	0	0	0	0	0	0	0	0	0
Liberty Lake	6,601	1,834	526	1,255	776	419	346	1,445	280
Medical Lake	179	50	14	34	21	11	9	40	8
Millwood	36	10	3	7	4	2	2	8	2
Rockford	53	15	4	10	6	3	3	12	2
Spangle	0	0	0	0	0	0	0	0	0
Spokane (City)	17,550	4,875	1,400	3,336	2,066	1,115	918	3,840	744
Spokane Valley	15,713	4,365	1,253	2,987	1,848	997	823	3,440	666
Waverly	7	2	1	1	1	0	0	2	0

Note: Jurisdictions are NOT required to ensure that these units are built. They must simply have zoning, regulations and development codes that allow these units to be built.

Housing Allocation Numbers (Original)

	Method A Prime								
	Housing Allocation Income Bands								
		0-30% AMI							Temporary Emergency
	Total	Non-PSH	PSH	30-50%	50-80%	80-100%	100-120%	>120%	Housing
Total Countywide Allocation	75,184	19,905	5,714	13,620	8,844	4,772	3,937	18,464	3,037
Unincorporated UGA	22,946	6,375	1,830	4,362	2,699	1,456	1,202	5,022	973
Rural Outside UGA	3,534	0	0	0	416	225	185	2,780	0
Airway Heights	5,007	1,391	399	952	589	318	262	1,096	212
Cheney	2,535	704	202	482	298	161	133	555	107
Deer Park	1,023	284	82	194	120	65	54	224	43
Fairfield	0	0	0	0	0	0	0	0	0
Latah	0	0	0	0	0	0	0	0	0
Liberty Lake	6,601	1,834	526	1,255	776	419	346	1,445	280
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Millwood	36	10	3	7	4	2	2	8	2
Rockford	53	15	4	10	6	3	3	12	2
Spangle	0	0	0	0	0	0	0	0	0
Spokane (City)	17,550	4,875	1,400	3,336	2,066	1,115	918	3,840	744
Spokane Valley	15,713	4,365	1,253	2,987	1,848	997	823	3,440	666
Waverly	7	2	1	1	1	0	0	2	0

Note: These numbers, which were included in the original staff report, contain small errors that incorrectly represent the current HAPT allocation. These errors have been corrected in the table on the top of this page.

SPOKANE COUNTY STEERING COMMITTEE OF ELECTED OFFICIALS
1026 W Broadway • Spokane WA 99260-0170 • 509.477.1500 • bphelp@spokanecounty.org

December 17, 2024

Mary Kuney, Chair
Spokane County Board of County Commissioners
1026 W. Broadway Ave.
Spokane, WA 99260

RE: Steering Committee of Elected Officials Recommendation for the 2026-2046 Spokane County Housing for All Planning Tool (HAPT) methodology

Chair Kuney and Commissioners,

As required by the Spokane County Interlocal Agreement titled Growth Management Act (GMA Joint Planning) Section 3 D, I am forwarding the recommendation of the Steering Committee of Elected Officials (SCEO) regarding the adoption of the Spokane County Housing for All Planning Tool (HAPT) methodology for the planning period of 2026-2046 for use by the County and constituent communities in planning for future growth and housing allocations under the GMA.

The SCEO held a public hearing on the proposed amendment on September 25, 2024, and considered comments from the Planning Technical Advisory Committee (PTAC). There was no public comment or testimony in favor of or against the proposed amendment.

After deliberation, the Steering Committee unanimously recommended approval of the proposed Spokane County 2026-2046 HAPT methodology.

Sincerely,

Al French, Commissioner of Spokane County,
Chair, Spokane County Steering Committee of Elected Officials

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: Building & Planning

CONTACT PERSON: Scott Chesney, Laurie Carver

PHONE NUMBER: 477-7212, 509-477-7127

CHECK TYPE OF MEETING BELOW:

☒ Regular Legislative Session Agenda

BELOW FOR CLERK'S USE ONLY:

Clerk's Resolution No.	25-0033
Approved:	Majority/Unanimous
Denied:	Majority/Unanimous
Renews/Amends No.	
Public Works No.	
Purchasing Dept. No.	

***AGENDA TITLE** (please provide a reasonably descriptive agenda title for this item:* Consider the SCEO Recommendation for the Housing for all Planning Tool Methodology (HAPT)

***DESCRIPTIVE SUMMARY** (please provide anticipated fiscal and budgetary information & reason for request):* On September 25, 2024, the Steering Committee of Elected Officials voted to adopt HAPT method A-Prime based on the Planning Technical Advisory Committee recommendation. Method A-Prime allocates housing units based primarily on the share of growth each jurisdiction is projected to receive.

***FISCAL IMPACT** (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* NA

***REQUESTED BOARD ACTION** (if any):*

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: Legal

This Item will need to be codified in the Spokane County Code: No

Recommendation for HAPT: Housing Share

PLANNING TECHNICAL ADVISORY COMMITTEE

Report and Recommendation to the Steering Committee of Elected Officials

Periodic Update under the Growth Management Act, 2026 to 2046

Written and Recommended by PTAC, January 2025

Executive Summary

The Planning Technical Advisory Committee (PTAC) has identified a possible issue with previous runs of the Housing for All Planning Tool (HAPT), which all communities planning under the Growth Management Act have been advised to use when allocating housing by affordability for the region. The intended input for the tool—the data that is provided to the tool and then used to calculate each jurisdictions' housing allocation—is the share of housing growth each jurisdiction is expected to accommodate. Unfortunately, due to unclear instructions, the previous HAPT outputs shared with the Steering Committee of Elected Officials (SCEO) used the share of population growth instead.

Following a review of the data and the HAPT itself, **the PTAC recommends that the region use housing growth share as the input for the HAPT**, specifically a housing growth share created by applying the same assumptions built into the HAPT tool itself to convert the adopted population share to housing share.

Of note, this recommendation does not affect which method within HAPT is utilized. The existing SCEO recommendation for the method known as "A Prime" is not affected by PTACs recommendation in this memo.

The full output of the HAPT, assuming that housing share generated in the way recommended by PTAC is used, is attached to the end of this memo.

Introduction

Following the SCEO vote to recommend Method "A Prime" when using the HAPT, the members of PTAC identified that there had been some confusion as to which inputs should be provided to the HAPT when calculating housing share. As a result, PTAC's Housing Subcommittee met several times in the third and fourth quarters of 2024 to consider how this might affect the housing allocation output from HAPT. In essence, it appears to PTAC that the HAPT was intended to be provided with the share of housing growth each jurisdiction is expected to accommodate, while previous use of the HAPT utilized the share of population growth instead.

After discussing this at length, PTAC has developed a method for converting the currently adopted Population Share[1] to housing growth share, which can then be input into HAPT. This memo outlines the recommendation by PTAC for doing this, and provides the summary growth numbers for each jurisdiction that results.

HAPT Method A Prime

At their meeting on September 25, 2024, the SCEO voted to recommend the use of the "A Prime" method in the HAPT. Throughout this discussion and recommendation by PTAC, no change to this method is anticipated or recommended. PTAC feels that SCEO's original recommendation, adopted on September 24, 2024, does not require revision to accommodate PTAC's recommendations herein.

[1] Adopted by BOCC Resolution 24-0348 on June 18, 2024.

Housing Share versus Population Share

When PTAC and SCEO previously saw the "A Prime" results, it was always using the share of population growth assigned to each jurisdiction per the adopted allocation[2]. However, after multiple conversations within PTAC and with Commerce staff, it was apparent that the instructions in HAPT were unclear and that the tool was instead asking for the share of housing growth.

The share of population growth and the share of housing growth *are* directly related to each other, but due to certain factors they are rarely the same number for a given jurisdiction. For instance, household size (people per household) in each jurisdiction is not the same nor does it stay static over time. Household size is continually changing from year to year. Furthermore, some jurisdictions contain a larger amount of group quarters housing (i.e. college dorms, prisons, treatment centers) and that rate changes over time. Those living in group quarters do not require additional housing units, thus they must be subtracted from the overall population growth share for each jurisdiction.

Because of these factors, it is important to develop a share of housing each jurisdiction for the entirety of the planning horizon (through 2046), not just today. Jurisdictions differ from each other and some attempt to differentiate their allocations accordingly should be made as well.

A Note on the Underproduction of Housing

An additional factor has been raised by public commenters and PTAC members that is worth discussing here. That factor is the known historic underproduction of housing statewide. Commerce's research has made it clear that development in jurisdictions across the state have been lower than what is required to house existing populations. As a result, many jurisdictions' current housing stock is already too small to accommodate the need of the existing population, not to mention the growth that is coming.

It is important to note that HAPT factors this underproduction into its results. Accordingly, the number of housing units a jurisdiction may be allocated when using HAPT will appear high when compared to population growth. This is specifically because HAPT attempts to also allocate sufficient housing to accommodate the recent underproduction of housing *as well as* future growth. This condition is true regardless of which input is used for HAPT.

Determining Housing Share

The Department of Commerce has not provided jurisdictions with a method for calculating housing growth share. Likewise, GMA does not mandate that Cities and Counties use a particular method to develop housing share. However, the PTAC subcommittee found that the HAPT itself provides one possible method.

While PTAC spent considerable time exploring other ways to convert population growth to housing growth, ultimately PTAC felt that because the resulting housing share would be input into HAPT, it was most defensible to use the assumptions already built into HAPT to calculate housing share. That way, the same set of assumptions would be applied to all parts of the tool and any unintentional bias or modification of results would be minimized.

[2] Adopted by BOCC Resolution 24-0348 on June 18, 2024.

Essentially, the housing share for each jurisdiction would be calculated directly from the population share already adopted by the BOCC. While it is more sophisticated than can be expressed simply here, the method for calculating housing share from population share is generally[3] as follows:

[(Population Share – Group Quarters Population) / Household Size] + 6% to Account for Vacant Homes

For the purposes of the HAPT, the tool assumes that household size is shrinking over time and that each jurisdiction will see the same share of group housing in the County as they are in 2020. The resulting housing share for each jurisdiction and area is as shown in the following table. Again, when considering the resulting housing share, the following should be kept in mind:

- Population share and housing share are <u>not</u> the same thing, though they are related to one another.
- Housing share in the tool is somewhat elevated to account for historic underproduction of housing.

Table 1: Population and Housing Share Compared

Jurisdiction	Share: Population Growth	Share: Housing Growth
Spokane County (Whole)	100.00%	100.00%
All Unincorporated Areas	35.21%	31.14%
Unincorporated Rural	4.70%	8.24%
Unincorporated UGA	30.51%	22.81%
Incorporated County	64.79%	68.95%

Jurisdiction	Share: Population Growth	Share: Housing Growth
Airway Heights	6.66%	5.26%
Cheney	3.37%	2.76%
Deer Park	1.36%	1.44%
Fairfield	0.00%	0.00%
Latah	0.00%	0.00%
Liberty Lake	8.78%	6.89%
Medical Lake	0.24%	0.44%
Millwood	0.05%	0.14%
Rockford	0.07%	0.09%
Spangle	0.00%	0.02%
Spokane	23.34%	29.74%
Spokane Valley	20.90%	22.16%
Waverly	0.01%	0.02%

As shown in the table, when comparing population share to housing share, some jurisdictions are expected to accommodate a lower share of housing growth than population growth (e.g. Liberty Lake) while others are shown to expect a higher share of housing than population (e.g. the City of Spokane). Why this happens is complex and due to the fact that HAPT uses multiple factors from multiple sources to determine these amounts.

Because the HAPT only has one input for each jurisdiction—share of housing growth—those jurisdictions where the housing share is larger than population share can expect their housing number output from HAPT to increase when compared to the sample outputs discussed by SCEO previously. Conversely,

[3] The assumptions in HAPT are more sophisticated than this, accounting for changes over time and each jurisdiction's share of certain values. Replication of the numbers herein by using this simplified equation should not be considered when evaluating this recommendation.

jurisdictions with smaller housing share than population share can expect their HAPT output to decrease over earlier results.

Comparing HAPT Results from Prior Versions and Now

As a handy comparison of how overall housing allocations would change when housing share is input into HAPT rather than population share, the table at right lists the total housing allocation using both inputs. Also shown is whether the total housing units would increase or decrease for each jurisdiction when using housing share, as the tool intended.

While housing share is the intended input for HAPT, using housing share would increase the housing allocation to the rural areas (outside the UGA). To a greater degree, the larger jurisdictions would also be subject to a larger allocation.

It's important to note that while this represents a large change for some jurisdictions, increased allocations to those communities in the center of the UGA (City of Spokane, Spokane Valley) is consistent with the requirements of GMA, wherein growth should be concentrated in the UGA and limited on the edges.

Table 2: Comparison of HAPT Total Housing by Jurisdiction

Jurisdiction	Total New Units		Change if Using Housing Share
	Using Pop Share	Using Housing Share	
Unincorporated Rural	3,534	6,195	Higher
Unincorporated UGA	22,946	17,142	Lower
Airway Heights	5,007	3,955	Lower
Cheney	2,535	2,076	Lower
Deer Park	1,023	1,083	Higher
Fairfield	0	0	Higher
Latah	0	0	Higher
Liberty Lake	6,601	5,180	Lower
Medical Lake	179	329	Higher
Millwood	36	106	Higher
Rockford	53	68	Higher
Spangle	0	15	Higher
Spokane	17,550	22,359	Higher
Spokane Valley	15,713	16,661	Higher
Waverly	7	15	Higher

While the allocation for unincorporated rural areas would be more than 3/4 larger, that increase would be spread throughout a very large area (all parts of the County outside the UGA), tempering the effects of that growth somewhat. Furthermore, urban scale services to those additional homes would not be required due to their location.

PTAC Recommendations: Housing Share and HAPT

Following multiple discussions on the differences between population share and housing share, PTAC generally feels that housing share, created using the same assumptions already built into the HAPT, is the most defensible and effective input for the HAPT. The following benefits of using housing share discussed were as follows:

- The assumptions used to generate housing share from population share are identical to those in the HAPT now.
- The HAPT model is sophisticated—an adjustment in one variable can have unintended consequences.
- The data used to generate housing share have already been considered and adopted by the BOCC.

Final Results

If the share of housing growth indicated in Table 1 in input into the HAPT, and the method previously described as Method A Prime in the SCEO recommendation is utilized, then the final housing allocation shown in the attached spreadsheet is provided.

Spokane County

	Permanent Housing Needs by Income Level (% of Area Median Income)								Emergency Housing Needs (Temporary)
	Total	0-30% Non-PSH	0-30% PSH	>30-50%	>50-80%	>80-100%	>100-120%	>120%	
Countywide Estimated Housing Supply (2020)	221,840	6,613	937	34,798	91,803	32,035	20,981	34,673	1,192
Countywide Total Housing Needs (2046)	297,024	26,518	6,651	48,418	100,647	36,807	24,918	53,065	4,229
Countywide Additional Units Needed (2020-2046)	**75,184**	**19,905**	**5,714**	**13,620**	**8,844**	**4,772**	**3,937**	**18,392**	3,037

68.09% ← *Minimum allocation to urban areas (cumulatively) to accommodate needs at all affordability levels. This varies by county and population target.*

91.77% ← *Urban area combined % allocation from user inputs*

HOUSING ALLOCATION FROM SELECTED SHARES

		User Input - % Share of Countywide Housing Growth. Values must sum to 100%	Total Units Allocated (2020-2046)	Permanent Housing Needs by Income Level (% of Area Median Income)							Emergency Housing Needs (Temporary) *
				0-30% Non-PSH	0-30% PSH	>30-50%	>50-80%	>80-100%	>100-120%	>120%	
		User Input									
Unincorporated County	Existing Combined (Estimate)	-	59,013	1,179	0	5,981	14,559	9,421	9,603	18,270	30
	Future Inside UGA	22.81	**17,149**	4,948	1,420	3,385	2,017	1,088	898	3,393	755
	Future Outside UGA	8.23	**6,188**	0	0	0	728	393	324	4,743	0
Airway Heights	Existing (Estimate)	5.26	3,626	67	0	685	1,997	545	134	198	0
	Future Allocation		**3,955**	1,141	328	781	465	251	207	782	174
Cheney	Existing (Estimate)	2.76	5,354	256	0	935	3,097	690	153	223	0
	Future Allocation		**2,076**	599	172	410	244	132	109	410	91
Deer Park	Existing (Estimate)	1.44	1,902	45	0	434	804	275	99	245	0
	Future Allocation		**1,083**	312	90	214	127	69	57	214	48
Fairfield	Existing (Estimate)	0.00	228	5	0	79	104	23	5	12	0
	Future Allocation		**0**	0	0	0	0	0	0	0	0
Latah	Existing (Estimate)	0.00	88	0	0	35	41	6	2	4	0
	Future Allocation		**0**	0	0	0	0	0	0	0	0
Liberty Lake	Existing (Estimate)	6.89	4,915	39	0	208	1,133	1,238	930	1,367	0
	Future Allocation		**5,180**	1,494	429	1,023	609	329	271	1,025	228
Medical Lake	Existing (Estimate)	0.44	1,828	184	0	159	839	329	96	221	0
	Future Allocation		**329**	95	27	65	39	21	17	65	15
Millwood	Existing (Estimate)	0.14	820	27	0	147	413	142	37	54	0
	Future Allocation		**106**	30	9	21	12	7	6	21	5
Rockford	Existing (Estimate)	0.09	195	0	0	62	85	25	7	16	0
	Future Allocation		**68**	20	6	13	8	4	4	13	3
Spangle	Existing (Estimate)	0.02	127	6	0	42	56	12	3	8	0
	Future Allocation		**15**	4	1	3	2	1	1	3	1
Spokane	Existing (Estimate)	29.74	99,938	3,534	937	19,479	47,090	11,873	7,118	9,907	1,134
	Future Allocation		**22,359**	6,452	1,851	4,413	2,631	1,418	1,170	4,424	983
Spokane Valley	Existing (Estimate)	22.16	43,751	1,265	0	6,515	21,579	7,456	2,792	4,144	0
	Future Allocation		**16,661**	4,806	1,380	3,289	1,960	1,058	872	3,296	733
Waverly	Existing (Estimate)	0.02	55	6	0	37	6	0	2	4	0
	Future Allocation		**15**	4	1	3	2	1	1	3	1

Appendix B:
Assembled Affordability by SubArea from Public Market Data Sources

Appendix to Accommodating Affordable Housing in the City of Spokane, 2025

Affordability Data by Subarea - Purchase Costs

Home Prices

Source: Zillow

from fanniemae mortgage calculator

Subarea	Median Value	Mortgage Payment	Income Required	Bracket
Balboa-South Indian Trail	$424,754	$3,635	$145,400	120+%AMI
Bemiss	$280,200	$2,398	$95,920	80-100%AMI
Browne's Addition	$354,056	$3,031	$121,240	120+%AMI
Chief Garry Park	$268,467	$2,298	$91,920	80-100%AMI
Cliff-Cannon	$405,652	$3,473	$138,920	120+%AMI
Comstock	$448,209	$3,836	$153,440	120+%AMI
East Central	$307,951	$2,636	$105,440	80-100%AMI
Emerson-Garfield	$292,084	$2,500	$100,000	80-100%AMI
Five Mile-Prairie	$565,299	$4,839	$193,560	120+%AMI
Hillyard	$280,517	$2,401	$96,040	80-100%AMI
Latah Valley	$566,119	$4,846	$193,840	120+%AMI
Lincoln Heights	$391,469	$3,351	$134,040	120+%AMI
Logan	$303,672	$2,599	$103,960	80-100%AMI
Manito-Cannon Hill	$535,315	$4,582	$183,280	120+%AMI
Minnehaha	$314,370	$2,690	$107,600	80-100%AMI
Moran Prairie	$494,428	$4,232	$169,280	120+%AMI
Nevada-Lidgerwood	$299,131	$2,560	$102,400	80-100%AMI
North Hill	$310,829	$2,661	$106,440	80-100%AMI
North Indian Trail	$496,470	$4,249	$169,960	120+%AMI
Northwest	$346,592	$2,966	$118,640	120+%AMI
Peaceful Valley	$329,062	$2,817	$112,680	120+%AMI
Riverside	$400,099	$3,424	$136,960	120+%AMI
Rockwood	$619,562	$5,303	$212,120	120+%AMI
Thorpe-Westwood	$442,224	$3,785	$151,400	120+%AMI
West Central	$299,526	$2,563	$102,520	80-100%AMI
West Hills	$405,951	$3,475	$139,000	120+%AMI
Whitman	$280,856	$2,404	$96,160	80-100%AMI

Home Prices

Source: Redfin

from fanniemae mortgage calculator

Subarea	Median Value	Mortgage Payment	Income Required	Bracket
Balboa-South Indian Trail	$382,450	$3,274	$130,960	120+%AMI
Bemiss	$295,750	$2,532	$101,280	80-100%AMI
Browne's Addition	$310,000	$2,654	$106,160	80-100%AMI
Chief Garry Park	$296,956	$2,542	$101,680	80-100%AMI
Cliff-Cannon	$430,000	$3,681	$147,240	120+%AMI
Comstock	$435,475	$3,728	$149,120	120+%AMI
East Central	$300,000	$2,568	$102,720	80-100%AMI
Emerson-Garfield	$302,500	$2,589	$103,560	80-100%AMI
Five Mile-Prairie	$565,530	$4,841	$193,640	120+%AMI
Grandview Thorpe	$463,000	$3,962	$158,480	120+%AMI
Hillyard	$285,000	$2,439	$97,560	80-100%AMI
Latah Valley	$574,950	$4,921	$196,840	120+%AMI
Lincoln Heights	$403,000	$3,449	$137,960	120+%AMI
Logan	$318,000	$2,722	$108,880	120+%AMI
Manito-Cannon Hill	$540,000	$4,622	$184,880	120+%AMI
Minnehaha	$330,000	$2,825	$113,000	120+%AMI
Moran Prairie	$634,656	$5,432	$217,280	120+%AMI
Nevada-Lidgerwood	$302,000	$2,585	$103,400	80-100%AMI
North Hill	$305,000	$2,611	$104,440	80-100%AMI
North Side	$335,000	$2,868	$114,720	120+%AMI
Northwest Spokane	$340,000	$2,910	$116,400	120+%AMI
Peaceful Valley	$310,000	$2,654	$106,160	80-100%AMI
Riverside	$460,000	$3,937	$157,480	120+%AMI
Rockwood	$635,000	$5,435	$217,400	120+%AMI
West Central	$280,500	$2,400	$96,000	80-100%AMI
West Hills	$415,000	$3,552	$142,080	120+%AMI
Whitman	$291,000	$2,491	$99,640	80-100%AMI

NOTE: The subareas above do not necessarily correspond to Spokane Neighborhood Council boundaries.

Rental Costs

Source: RentCafe

Subarea	Average Rent (May 2025)	Income Required	Bracket
Balboa - South Indian Trail	$1,330	$53,200	0-80%AMI
Bemiss	$1,442	$57,680	0-80%AMI
Browne's Addition	$1,546	$61,840	0-80%AMI
Chief Garry Park	$1,426	$57,040	0-80%AMI
Cliff - Cannon	$1,441	$57,640	0-80%AMI
Comstock	$1,373	$54,920	0-80%AMI
East Central Spokane	$1,345	$53,800	0-80%AMI
Emerson - Garfield	$1,521	$60,840	0-80%AMI
Five Mile Prairie	$1,328	$53,120	0-80%AMI
Grandview - Thorpe	$1,540	$61,600	0-80%AMI
Hillyard	$1,366	$54,640	0-80%AMI
Latah Valley	$1,467	$58,680	0-80%AMI
Lincoln Heights	$1,149	$45,960	0-80%AMI
Logan	$2,009	$80,360	80-120%AMI
Manito - Cannon Hill	$1,139	$45,560	0-80%AMI
Minnehaha	$1,366	$54,640	0-80%AMI
Moran Prairie	$1,329	$53,160	0-80%AMI
Nevada - Lidgerwood	$1,237	$49,480	0-80%AMI
North Hill	$1,072	$42,880	0-80%AMI
North Indian Trail	$1,759	$70,360	80-120%AMI
Northwest Spokane	$1,382	$55,280	0-80%AMI
Peaceful Valley	$1,546	$61,840	0-80%AMI
Riverside	$1,466	$58,640	0-80%AMI
Rockwood	$1,139	$45,560	0-80%AMI
Southgate	$1,529	$61,160	0-80%AMI
West Central Spokane	$1,546	$61,840	0-80%AMI
West Hills	$1,425	$57,000	0-80%AMI
West Meadows	$1,277	$51,080	0-80%AMI
Whitman	$1,335	$53,400	0-80%AMI

Rental Costs

Source: Apartments.com

Subarea	Average Rent (May 2025)	Income Required	Bracket
Bemiss	$1,202	$48,080	0-80%AMI
Chief Garry Park	$1,555	$62,200	0-80%AMI
City Center	$1,460	$58,400	0-80%AMI
Cliff Cannon	$1,359	$54,360	0-80%AMI
Comstock	$1,330	$53,200	0-80%AMI
Dartford	$1,394	$55,760	0-80%AMI
Downtown	$1,410	$56,400	0-80%AMI
Emerson Garfield	$1,374	$54,960	0-80%AMI
Lincoln Heights	$1,127	$45,080	0-80%AMI
Logan	$1,360	$54,400	0-80%AMI
Moran Prairie	$1,380	$55,200	0-80%AMI
Nevada Lidgerwood	$1,202	$48,080	0-80%AMI
North Spokane	$1,311	$52,440	0-80%AMI
Palisades Park	$1,282	$51,280	0-80%AMI
Rockwood	$1,157	$46,280	0-80%AMI
South Spokane	$1,265	$50,600	0-80%AMI
Town and Country	$1,369	$54,760	0-80%AMI
U-District	$1,659	$66,360	80-120%AMI
West Central	$1,326	$53,040	0-80%AMI
West Spokane	$1,274	$50,960	0-80%AMI

NOTE: The subareas above do not necessarily correspond to Spokane Neighborhood Council boundaries.

City of Spokane
Department of Planning & Economic Development
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Spokane, WA 99201
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compplan@spokanecity.org

CRSB RECOMMENDATION No.: 2026- 001

CITY OF SPOKANE CLIMATE RESILIENCE & SUSTAINABILITY BOARD

RESOLUTION RECOMMENDING SUPPORT OF THE CLIMATE POLICY INTEGRATION DOCUMENT IN THE 2026 PERIODIC UPDATE

Resolution to the City of Spokane Plan Commission to include Climate Policy Integration in the 2026 periodic update of the City of Spokane Comprehensive Plan.

WHEREAS, the Climate Resilience and Sustainability Board (CRSB) spent 2025 working with staff and consultants to evaluate and develop goals and policies to integrate climate planning into the Comprehensive Plan as part of the PlanSpokane 2046 Periodic Update, and;

WHEREAS, the City of Spokane has developed climate planning under HB 1181 to enhance community resilience, reduce greenhouse gas emissions, and prioritize environmental justice to avoid worsening environmental health disparities, which has been supported by a Washington Department of Commerce climate planning grant which is funded from Washington's Climate Commitment Act, and;

WHEREAS the CRSB serves as the Climate Policy Advisory Team for the climate planning element within the City of Spokane's Comprehensive Plan and its members have evaluated and reviewed the draft climate policy integration document; and

WHEREAS, the CRSB held a hearing on whether to recommend approval of the Climate Policy Integration document to the City of Spokane Plan Commission on February 12, 2026; and

WHEREAS, during the public hearing the CRSB received comment from Kirsten Angell and deliberated over including an additional recommendation for consideration by the Plan Commission to amend NE 11.4 Forest Inventory Database as follows:

> "Create and maintain an inventory of existing and potential natural lands and fish and wildlife habitat, evaluated for their ecological and climate resilience values, using Best Available Science. A Natural Area and Habitat Connectivity Network database in the city's geographic Information System would disseminate the information for decision makers and the public in a usable, interactive format."

WHEREAS, the CRSB, by a vote of 12 Ayes 0 Nays recommends the following:

NOW, THEREFORE --- it is hereby resolved by the Spokane Climate Resilience & Sustainability Board to

1. Recommend to the City of Spokane Plan Commission inclusion of the final climate policies listed in the February 12, 2026 memorandum titled "CRSB Draft Final Climate Policies" in the 2026 periodic update of the City of Spokane Comprehensive Plan.
2. Further recommend to the City of Spokane Plan Commission consideration of amended language of NE 11.4 Forest Inventory Database, as outlined above.
3. Authorize the Chair prepare and sign on the Board's behalf a written decision consistent with CRSB Rule 6.5 and attached as Attachment A.

ADOPTED by the Spokane Climate Resilience & Sustainability Board by a vote of 12 Ayes & 0 Nays on this 12th day of February, 2026.

Brian G. Henning, CRSB Chair

Approved as to form:

Michael J. Piccolo
Michael J. Piccolo (Feb 19, 2026 14:40:40 PST)

City Attorney

CITY OF SPOKANE CLIMATE RESILIENCE AND SUSTAINABILITY BOARD FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON CLIMATE POLICIES RECOMMENDATIONS FOR THE PLANSPOKANE 2046 COMPREHENSIVE PLAN PERIODIC UPDATE

A recommendation of the City of Spokane Climate Resilience and Sustainability Board to the Spokane Plan Commission for integration of climate policies within the PlanSpokane 2046 periodic update consistent with state laws.

FINDINGS OF FACT:

A. The City of Spokane (City) is required to amend and adopt a Comprehensive Plan that complies with the requirements of the Growth Management Act (GMA) under RCW 36.70A.040.

B. The City is undertaking a periodic update to the Comprehensive Plan, which is the guiding document for future growth and includes actions by the City, due at the end of 2026. PlanSpokane 2046 will identify policies and future regulations to direct the next 20 years of growth for the City.

C. In 2023, the Washington State Legislature passed HB1181 which added a climate goal to the GMA under RCW 36.70.70A and requires local comprehensive plans to have a climate change and resiliency element that is designed to result in reductions in overall greenhouse gas emissions and enhance resiliency to and avoid the adverse impacts of climate change, to include efforts to reduce localized greenhouse gas emissions and avoid creating or worsening localized climate impacts to vulnerable populations and overburdened communities.

D. The Washington State Department of Commerce (WA Commerce) published the Climate Element Planning Guidance to help counties and cities planning under the state's GMA develop the comprehensive plan climate element with goals and policies that align with the requirements outlined in RCW 36.070.70A.

E. City Council adopted Resolution 2024-0038 to initiate climate planning consistent with the requirements of HB 1181 under the comprehensive plan periodic update.

F. During the 2023-2025 state biennium, WA Commerce made available through the Washington Climate Commitment Act (CCA) approximately $30 million in statewide grants to help counties and cities prepare for the impacts of climate change through 2029. The City was allocated $700,000.

G. For the 2023-2025 biennium, City Council accepted $420,000 of the allocation (OPR 2024-0142) for Phase 1 of climate planning, which focused on early community engagement, climate impacts analysis, policy gap analysis, and the development of a climate risk and vulnerability assessment with a focus on equity and climate justice.

H. For the 2025-2027 biennium, City Council accepted the remainder $280,000 of the allocation (OPR 2025-0500) for Phase 2 of climate planning, which focused on ongoing community engagement, policy development and prioritization, environmental justice review, and integration into the PlanSpokane 2046 periodic update.

I. In 2024, the Spokane City Council created the Climate Resilience and Sustainability Board (CRSB) by Ordinance C36557 to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

J. The CRSB serves as the Climate Policy Advisory Team in alignment with Commerce's guidance to assess climate-related hazards and local emissions, consider public input, and provide goal and policy recommendations.

K. Outreach and public communication began in 2024 and continued throughout 2025 and into 2026 with online and in-person methods, a project website, community surveys, in-person and virtual workshops, in-person and virtual focus groups, email updates, and online information sharing through story maps, blog posts, social media, and regular project updates. Key engagement activities reached over 3,300 Spokane residents.

L. The Tribal Engagement Workgroup (TEW) was launched to ensure that Indigenous voices and knowledge systems were included climate planning and to inform the City's 2026 Comprehensive Plan.

M. The Climate Technical Advisory Committee (CTAC) was formed as an interdisciplinary committee of City divisions and departments to gather input and feedback throughout the process on priorities, related work, and ideas to inform and shape the climate policies.

N. The draft final climate policies were developed, amended, and refined by the CRSB, CTAC, TEW, and community engagement between August 2025 and January 2026.

O. The CRSB and Spokane Plan Commission hosted two joint special meetings to discuss climate planning and integration into the Comprehensive Plan in October 2025 and January 2026.

P. The Draft Final Climate Policy Memo (Memo) provided on February 12, 2026 includes revisions to and documentation of the draft final policies discussed at the joint meeting on January 28, 2026. The Memo provides the draft policies for consideration by the CRSB at the scheduled hearing on February 12, 2026.

Q. The draft final climate policies outlined in the February 12, 2026 Memo and corresponding policy list include 97 policies aligned with the 11 climate sectors outlined by the WA Commerce: Agriculture & Food Systems; Built Environment & Energy; Cultural Resources & Practices; Economic Development; Emergency Management; Health & Well-being; Ecosystems; Transportation; Waste Management; Water Resources; Zoning.

R. On February 12, 2026, the CRSB held a public hearing on the Draft Final Climate Policies Memo, including taking of verbal testimony, and closed the public record on that date.

S. Public comment, as well as agency and department comments, received prior to the February 12, 2026 CRSB public hearing were included for consideration. On February 12, 2026, the CRSB conducted its deliberations on this Memo and voted 12-0 to recommend to the Spokane Plan Commission the following:

1. Recommend to the Spokane Plan Commission inclusion of the final climate policies listed in the February 12, 2026 memorandum titled “CRSB Draft Final Climate Policies” in the 2026 periodic update of the City of Spokane Comprehensive Plan.

T. During deliberations by the CRSB, recommendations were further made by vote on the following additional request.

1. Adopt the Draft Final Climate Policy List with an additional amendment to add point three to the draft Resolution in the packet to further recommend to the Plan Commission to modify or supplement NE 11.4 to include the considerations in the public comment received from Spokane Urban Nature (SUN) as attached (attached as page 3 in the minutes).

U. Except as otherwise indicated herein, the CRSB recommends the final climate policies to the Plan Commission with above referenced amendment to NE 11.4.

CONCLUSIONS:

Based upon review of the Packet materials, staff analysis and CRSB Draft Final Climate Policies, which is incorporated into these findings, conclusions and recommendation, agency and public comments received, and public testimony provided, the CRSB makes the following conclusions for Climate Policy Integration in the 2026 periodic update of the City of Spokane Comprehensive Plan.

1. The Draft Final Climate Policies, as contained in the CRSB Draft Final Climate Policies Memo are consistent with state law requirements, are designed to enhance community resilience, reduce greenhouse gas emissions, and prioritize environmental justice to avoid worsening environmental health disparities.
2. The CRSB, as the Climate Policy Advisory Team for the climate planning element within the City of Spokane’s Comprehensive Plan, evaluated and reviewed the draft climate policies and recommends to the Spokane Plan Commission integration of the Final Climate Policies in the 2026 Periodic update.

RECOMMENDATION:

The CRSB recommends the Spokane Plan Commission include the final climate policies listed in the February 12, 2026 memorandum titled “CRSB Draft Final Climate Policies” in the 2026 periodic update of the City of Spokane Comprehensive Plan on a vote of 12-0.

The CRSB further recommends the Spokane Plan Commission consider the written comment received from Kirsten Angell and attached to these findings and the hearing minutes. Specifically the recommendation for consideration of amended language to NE 11.4 which calls for a “Forest Inventory Database” in the Ecosystem section of the Climate Resilience Policy:

> “Create and maintain an inventory of existing and potential natural lands and fish and wildlife habitat, evaluated for their ecological and climate resilience values, using Best Available Science. A Natural Area and Habitat Connectivity Network database in the city’s geographic Information System would disseminate the information for decision makers and the public in a usable, interactive format.”

These Findings and Conclusions are prepared and signed pursuant to CRSB Rule 6.5 and approved by a vote of 12 to 0 by the CRSB on the 12thd day of February, 2026.

Brian G. Henning, Chair
Climate Resilience and Sustainability Board

Date: Feb 20, 2026

Kirsten Angell, here to represent myself, as well as Spokane Urban Nature (SUN). My goal today is to be helpful. I am deeply grateful for the work of this Board.

Language for identifying and protecting interconnected natural areas and systems is in this document, thankfully. But, if our city doesn't have data about these areas and systems, collected and accessible, or a rubric for the assessment of ecological values, which goes above and beyond habitat connectivity to include human health and flood mitigation, waste water filtration, etc.., it will be much more difficult to protect the ecological services and cultural riches we currently enjoy or could potentially establish.

If we have suggested language that creates a database for identifying our urban canopy, as the language states in NE 11.4, which calls for a "Forest Inventory Database," why wouldn't we also prioritize the gathering of data highlighting our city's existing and potential habitat connectivity? We need to be careful with places that are undervalued simply because we have no rubric, yet, to define and highlight their value (ecological + cultural value = resilience). This additional database and evaluation criteria would get us one step closer to our city's capacity to "identify" these areas of significant ecological and cultural value.

So, suggested new language in the Ecosystem section of Climate Resilience Policy could read:
"Create and maintain an inventory of existing and potential natural lands and fish and wildlife habitat, evaluated for their ecological and climate resilience values, using Best Available Science. A Natural Area and Habitat Connectivity Network database in the city's Geographic Information System would disseminate the information for decision makers and the public in a usable, interactive format."

This suggestion is highly compatible with other language used in the updated climate resilience policies. For example, in the Land Use section updates, Policy 2-4 specifically states, "Protect, restore, acquire and maintain urban forests, critical areas, shorelines and open spaces as interconnected natural systems that provide flood protection, heat reduction and carbon sequestration benefits." You will also find compatibility in the suggested policy updates for Health and Wellness and in existing chapters, NE 13 and NE 7, Connectivity and Natural Land Form.

To conclude, we encourage you to go a step further and create language that supports a clear pathway for collecting and evaluating important habitat and connectivity data so that the other goals and policies towards building climate resilience in our community will be more likely to be implemented. Without data, and a solid evaluation rubric, changes to policy are much more difficult to support. As a guiding document, this language addresses climate resilience and would be an important addition to our CP.

Policies that meet the Climate GMA requirements

Supportive policies

Unique ID	Policy	Sector
MCPA_0055	Establish and maintain publicly accessible community gardens on city property, as appropriate, in partnership with local organizations to support traditional Indigenous food gardens and culturally specific growing practices as well as to increase access to local and culturally diverse food for all residents.	Agriculture & Food Systems
MCPA_0054	Incentivize rooftop and ground-level gardens, community composting, and food forest projects within new and existing development to strengthen local food security and access to nature, prioritizing access for renters, residents without private yards, and overburdened communities.	Agriculture & Food Systems
MCPA_0021	Support farmers' or public markets, fruit and vegetable stands, food production services, small-scale farms, and other avenues for local food production and access such as with simpler permitting processes or financial incentives, as a means of local food security and diversity in business opportunities.	Agriculture & Food Systems
MCPA_0058	Support culturally relevant programs and partnerships that offer educational resources for healthy cooking, community gardening, mental and physical health, and other skills related to community health and resiliency.	Agriculture & Food Systems
MCPA_0019	Incentivize and enable uses that provide healthy, affordable, and locally produced food in parts of the city with limited food access, including by amending land use and zoning designations, as well as updating code requirements.	Agriculture & Food Systems
MCPA_0057	Identify and designate areas that are suited for ongoing agricultural production, while also permitting smaller-scale urban agricultural uses such as community gardens, home gardens, and small livestock throughout the city, recognizing urban agriculture as a community and economic asset that supports food security, local resiliency, and public health.	Agriculture & Food Systems
MCPA_0059	Partner with food banks, farmers' markets, and other organizations to provide resources, services , and information to improve food access.	Agriculture & Food Systems
MCPA_0053	Encourage the use of alternative and emerging agricultural tools and practices that support regional resiliency to climate change, such as hydroponics and regenerative farming.	Agriculture & Food Systems

Unique ID	Policy	Sector
MCPA_0066	Partner with energy providers, other regional partners, and state regulators to offer incentives or rebates for property owners who make energy-efficient improvements, such as heating, ventilating, air conditioning and refrigerating installations, operations, and maintenance, on the condition that cost savings are shared with tenants.	Buildings & Energy
MCPA_0065	Implement and support building and energy codes and policies amendments that reduce energy and fossil fuel use, and air quality impacts for existing and new residential, commercial, industrial, and other buildings in a manner that equitably considers energy transition cost and benefits for overburdened communities.	Buildings & Energy
MCPA_0069	Encourage the development of heat mitigating roofs and other passive cooling site and building features by exploring code updates and incentives in Downtown and other high intensity areas of the city to reduce energy use and improve resilience.	Buildings & Energy
MCPA_0070	Expand renewable energy production and storage opportunities through code updates and incentives.	Buildings & Energy
MCPA_0068	Regularly monitor progress and update interim targets for the City's net zero greenhouse gas emissions goal as set in municipal code.	Buildings & Energy
MCPA_0067	Preserve and expand renewable energy sources and reduce energy use, air quality impacts, refrigerant emissions, and potable water consumption in City buildings and operations.	Buildings & Energy
MCPA_0062	Protect, enhance, and restore ecosystems in order to support Tribal rights and conserve culturally important consumptive and non-consumptive resources including foods, medicinal plants, and materials that could be adversely impacted by climate change.	Cultural Resources & Practices
MCPA_0061	Protect and enhance sacred areas and cultural sites within the growing urban setting through collaboration with local Tribes, historians, organizations, and residents to identify features to be protected.	Cultural Resources & Practices
MCPA_0063	Protect significant historic and cultural sites prone to floods or other hazards worsened by climate change.	Cultural Resources & Practices
MCPA_0009	Provide a range of financial and regulatory incentives to encourage the reuse, renovation, and preservation of historic structures while disincentivizing demolition.	Cultural Resources & Practices

Unique ID	Policy	Sector
MCPA_0073	Collaborate with colleges, schools, technical programs, labor organizations, and other agencies to encourage the development of an environmentally focused jobs pipeline that benefits overburdened communities and supports a circular economy.	Economic Development
MCPA_0075	Incentivize brownfield redevelopment projects that incorporate resilient and sustainable features through City investments and technical assistance, particularly in overburdened communities.	Economic Development
MCPA_0076	Support the long-term usability of commercial buildings in economically disadvantaged areas through targeted investments and incentives such as technical assistance, grants, or loans for revitalization of facades and storefronts, security and accessibility improvements, and other renovations.	Economic Development
MCPA_0074	Support, incentivize, and encourage purchasing from businesses that primarily employ local people, use local materials ,and produce and sell their products and/or services locally to preserve existing businesses and reduce Vehicle Miles Travelled and Greenhouse Gases.	Economic Development
MCPA_0080	Collaborate with Tribal partners to leverage traditional ecological management strategies for natural areas.	Ecosystems
MCPA_0156	Identify, purchase, preserve, restore, and maintain existing and potential links between wildlife habitats, seeking to form a network of wildlife habitats while partnering with regional, community, and state agencies and programs.	Ecosystems
MCPA_0146	Establish and support programs, codes, and standards that support the long-term health and maintenance of the urban canopy on public and private lands, including public awareness campaigns, incentives, and funding opportunities, prioritizing areas with high heat risk and overburdened communities.	Ecosystems
MCPA_0083	Implement programs, codes, and standards that increase aquatic and upland habitat resilience by protecting water quality, increasing water residence time in streams, implementing natural landscaping to slow, filter, and store stormwater, conserving water, protecting groundwater, and keeping waters cool.	Ecosystems
MCPA_0149	Provide educational resources and volunteer opportunities for environmental stewardship on City-owned property, including with clean-up events for trails, parks, and swales, and the planting of street and park trees.	Ecosystems

Unique ID	Policy	Sector
MCPA_0093	Develop resilience hubs — community-serving facilities that are designed to support residents, coordinate communication, distribute resources, and reduce carbon pollution while enhancing quality of life — throughout the city, prioritizing investments in areas with vulnerable and overburdened communities.	Emergency Management
MCPA_0095	Collaborate with Tribes and Native organizations to facilitate and identify places where Tribal members and Indigenous people can interact before, during, and after emergencies that serve as clean air and cooling centers, charging stations, and evacuation centers.	Emergency Management
MCPA_0086	Work with Tribes and Native organizations to identify evacuation routes and tailored emergency management strategies addressing wildfire, flooding, and other extreme events.	Emergency Management
MCPA_0091	Develop a comprehensive, communitywide wildfire resilience strategy that improves emergency response capabilities, promotes a fire-adapted community, and fosters short- and long-term wildfire recovery, while building community awareness of the strategy.	Emergency Management
MCPA_0092	Provide residents living in Wildland-Urban Interface (WUI) areas information about fire prevention and Firewise best practices while applying WUI best practices to new development through building code, ventilation, and landscaping provisions.	Emergency Management
MCPA_0148	Work with community-based organizations to identify, update, and maintain emergency evacuation routes, locations, and strategies, focusing on neighborhood and block-level plans tailored to the meet the needs of the most vulnerable residents.	Emergency Management
MCPA_0088	Engage with community members and organizations to provide resources that help residents plan and practice actions that make evacuation quicker and safer.	Emergency Management
MCPA_0150	Ensure timely emergency notifications for wildfire, smoke, flooding, and other extreme events that provide both digital and non-digital outreach materials in multiple languages.	Emergency Management
MCPA_0089	Ensure redundancy in emergency routes accessible by multiple transportation modes including vehicular, non-motorized routes, and transit services to reduce transportation barriers to effective evacuation under different climate hazard scenarios.	Emergency Management

Unique ID	Policy	Sector
MCPA_0101	Support Tribes and Native organizations in strengthening community connectedness and social and economic vitality to help communities improve their economic prosperity and resilience to climate impacts, such as by prioritizing funding for Native-led centers that host multi-generational knowledge sharing, recreation, and health and wellness services.	Health & Well-being
MCPA_0100	Foster stronger community connectedness and economic vitality that helps improve economic prosperity and community resilience to climate impacts, such as through equitable investments in libraries, parks, recreation programs, urban green space and ventilation corridors, multimodal connections and other such areas, prioritizing overburdened and vulnerable communities.	Health & Well-being
MCPA_0096	Allocate resources to help all community members, including low-income residents, in remaining in their homes during extreme climate events, including extreme heat and wildfire smoke, through infrastructure and services such as the installation of cooling devices or high-quality portable air cleaners, utility bill assistance, or community and Tribal partner collaborations and educational opportunities.	Health & Well-being
MCPA_0139	Equitably expand the City's programming and park maintenance and preservation activities to increase amenities that address comfort and protection from extreme weather such as shade and drinking fountains and improve safety, education, and community resources at parks, prioritizing investments in the most vulnerable parts of Spokane.	Health & Well-being
MCPA_0103	Provide all residents with an equitable opportunity to learn about climate impacts, influence policy decisions, and take actions to enhance community resilience to promote environmental justice and support physical and mental health and well-being.	Health & Well-being
MCPA_0098	Develop and implement an urban heat resilience strategy that includes land use, urban design, urban greening, and waste heat reduction actions that benefit overburdened communities.	Health & Well-being
MCPA_0102	Allocate resources at a consistent and meaningful level for programs and events focused on Spokane’s youth (18 and under) and their specific needs for social and emotional health, and cultural belonging.	Health & Well-being
MCPA_0111	Apply resilience-focused development standards in high-risk zones, including the wildland–urban interface (WUI) and flood-prone areas.	Zoning & Development

Unique ID	Policy	Sector
MCPA_0113	Protect, restore, acquire, and maintain urban agricultural lands, urban forests, critical areas, shorelines, habitats, and open spaces as interconnected natural systems that provide flood protection, heat reduction, and carbon sequestration benefits, including through codes, capital investments, and regional partnerships.	Zoning & Development
MCPA_0110	Incorporate climate hazard risk and environmental justice criteria and mitigation into land use and infrastructure planning before major land use plan or policy changes, or when siting, replacing, or relocating community assets, such as transportation, civic facilities, and parks.	Zoning & Development
MCPA_0157	Reduce impervious surfaces in the city, in areas of drainage concern mapped by the City, to address urban heat island mitigation, and promote groundwater recharge and infiltration.	Zoning & Development
MCPA_0107	Foster transit-oriented development and accessible neighborhoods by increasing intensity around multimodal transportation options in order to reduce VMT and GHG emissions and promote community resiliency.	Zoning & Development
MCPA_0106	Prioritize infill development, while expanding, protecting, and maintaining the City's tree canopy, through zoning regulations and permitting processes.	Zoning & Development
MCPA_0105	Plan for and accommodate diverse, affordable, and attainable housing types to meet demand while avoiding sprawl in order to decrease emissions and infrastructure costs and preserve open space.	Zoning & Development
MCPA_0147	Designate neighborhood- and regional-scale mixed-use areas on the Land Use Plan Map and provide a compatible mix of housing, commercial uses, and activities to focus growth, and support complete, walkable places.	Zoning & Development
MCPA_0151	Apply parking maximums and consider using parking pricing to discourage solo driving and encourage shifts to off-peak travel or other transportation modes.	Zoning & Development
MCPA_0152	Develop and administer parking policies that encourage shared parking, reduce excess parking, and reflect the high value of curb and street right-of-way.	Zoning & Development
MCPA_0125	Promote natural tree cover, built shade, and cooling infrastructure along new and existing sidewalks, streets, transit stops, and public spaces to enhance resilience to extreme heat, prioritizing urban heat islands and locations where populations susceptible to health impacts gather.	Transportation

Unique ID	Policy	Sector
MCPA_0116	Prioritize public transit expansion, frequency, capacity, reliability, and coordinated land use and transportation planning that improves service especially for transit-dependent populations and lower-income and overburdened neighborhoods.	Transportation
MCPA_0140	Alter traffic patterns and enhance neighborhood streets to provide a complete transportation network for all users in line with the Complete Streets Ordinance, ensuring equitable distribution of innovation, access, choice, and options, and freight and emergency access throughout the four seasons for people walking, biking, and rolling, transit riders, and people driving motor vehicles.	Transportation
MCPA_0117	Develop zero-emission vehicle infrastructure and incentives including E-bikes, prioritizing workplaces, lower-income residents, and renters.	Transportation
MCPA_0123	Design and site new and expanded roads, rail infrastructure, and water-crossing structures to minimize environmental impacts, protect public access, and incorporate climate-resilient features such as fish-friendly passage.	Transportation
MCPA_0124	Improve street connectivity and walkability, including sidewalks and street crossings, to support everyday mobility and access to potential evacuation routes.	Transportation
MCPA_0141	Enhance and maintain sidewalks, trails, and low traffic stress bicycle facilities to prioritize the safety of the most vulnerable road users traveling by foot, bicycle and other adaptive or assistive devices.	Transportation
MCPA_0122	Install updated stormwater controls on roadways when capital improvements are implemented and where surrounding development is less likely to contribute stormwater improvements.	Transportation
MCPA_0118	Maintain bicycle and pedestrian connectivity during construction of development or projects that block the right of way.	Transportation
MCPA_0119	Improve active transportation and other multimodal types of transportation options in concurrency programs – both in assessment and mitigation.	Transportation
MCPA_0126	Support federal, state, and regional actions, and implement City actions that align with, direct, and model zero waste principles and state goals in partnership with the regional solid waste management system.	Waste Management

Unique ID	Policy	Sector
MCPA_0072	Support a circular economy that increases demand for reused and recycled materials, reduces demand for new raw materials and their embodied carbon emissions, and fosters community education and participation through regulations, incentives, and collaboration.	Waste Management
MCPA_0129	Encourage and expand home and commercial composting to increase waste reduction and diversion, reduce the generation and disposal of organic waste, and increase soil health.	Waste Management
MCPA_0127	Collaborate with regional and community partners to provide equitable outreach and engagement and clear and consistent messaging around waste reduction (including reuse and repair), recycling, and composting among homes and businesses.	Waste Management
MCPA_0128	Strengthen and expand programs that enable and incentivize reuse and recycling of construction, deconstruction, and demolition materials and waste and the incorporation of such materials into building and construction designs.	Waste Management
MCPA_0138	Encourage and support residents and businesses to optimally manage rainwater, water use, and stormwater on their properties such as through modeling practices on public properties, adopting codes and standards that enable and encourage rain gardens, drought tolerant plants, or permeable pavements.	Water Resources
MCPA_0134	Strengthen and implement a water conservation strategy that leads to decreases in household, commercial, industrial, and agricultural water use citywide, commensurate with the true available capacity of the City's water supply and effects of a changing climate, including expanded incentives for drought-tolerant, native plantings and the use of innovative incentive, communication, and education programs.	Water Resources
MCPA_0136	Develop, implement, and regularly review a comprehensive drought resilience strategy that factors in projected climate impacts and sets action levels for different drought stages in municipal code.	Water Resources
MCPA_0132	Manage water resources for all users sustainably through a "One Water" concept that manages all forms of water, including through retaining rainwater strategies, smart irrigation, stormwater management, preventative maintenance, water conservation, infiltration and groundwater recharge, plant selection, landscape management, utility rate structures, and other methods that respect water rights regulations while supporting a resilient and effective urban water system.	Water Resources

Unique ID	Policy	Sector
MCPA_0135	Set and regularly monitor progress for short- and long-term targets for water conservation goals set in municipal code.	Water Resources
MCPA_0133	Develop a program to allow municipal reclaimed water systems, where feasible considering water rights, and allow onsite non-potable water systems to reduce water demand in private-sector commercial and residential buildings.	Water Resources

CRSB Resolution and Findings of Fact

Final Audit Report 2026-02-21

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By:	Emily King (eking@spokanecity.org)
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Agreement completed.
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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/18/2026

Date Rec'd	4/22/2026
Clerk's File #	RES 2026-0036
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	AMANDA BECK X6414
Contact E-Mail	ABECK@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION DESIGNATING ELIGIBLE OPPORTUNITY ZONES TO COMMERCE

Agenda Wording

Washington Commerce is seeking community partners to submit recommendations for eligible Opportunity Zones 2.0 census tracts for nomination by May 28, 2026. This resolution expresses support for the City's application.

Summary (Background)

Opportunity Zones (OZs) are federally designated areas meant to spur investment in low-income communities by providing capital gains tax benefits to investors in designated census tracts. The program was established under the Tax Cuts and Jobs Act of 2017. In 2025, the One Big Beautiful Bill Act made OZs permanent, with designation cycles now set in place every ten years. A revised program is being rolled out, commonly referred to as Opportunity Zones 2.0 (OZ 2.0), designating new opportunity zones. OZ 2.0 will feature permanent changes to the incentive's geography and requirements. The now permanent program tightens eligibility requirements, providing more emphasis on rural communities and tightening low-income requirements. Due to new federal requirements, all U.S. states are currently going through a new nomination process for final review and approval from the Department of the Treasury.

What impacts would the proposal have on historically excluded communities?

Opportunity Zones are a federal incentive that focuses specifically on low-income census tracts, presenting opportunities to attract private capital for redevelopment, infrastructure improvements, business expansion, housing development, and job creation. The program incentivizes private investment in areas that have historically been underfunded.

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?

When the One Big Beautiful Bill Act made Opportunity Zones 2.0 permanent, the program added new federal reporting requirements. Through federal reporting, communities will be able to see trends on how OZ 2.0 is affecting residents within approved census tracts over the 10-year designation period.

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

Indicators of success could be, but are not limited to: • Qualified Opportunity Funds (QOFs) investing in projects within the City of Spokane; • Projects receiving OZ funds as part of their capital stack; • Leveraging the federal focus on OZ 2.0 with other incentives such as Section 108, Multifamily Tax Exemption, and others. • Businesses, within eligible census tracts, receiving funding from QOFs to support or expand operations.

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.18 Distribution of Housing Options ED 1.1 Economic Development Programs ED 1.2 Support of Economic Development Organizations ED 1.3 Economic Development Progress ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact

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

Narrative

Opportunity Zones are nominated by jurisdictions and community partners, but the incentive is purely a private sector development funding source.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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Resolution 2026-0036

A RESOLUTION OF THE SPOKANE CITY COUNCIL EXPRESSING SUPPORT TO NOMINATE ELIGIBLE CENSUS TRACTS FOR RECOMMENDED OPPORTUNITY ZONES TO THE WASHINGTON DEPARTMENT OF COMMERCE.

WHEREAS, Opportunity Zones are a federal capital gains tax incentive designed to mobilize long-term private investment in low-income communities, as enacted through the Tax Cuts and Jobs Act of 2017 (Public Law No. 115-97); and

WHEREAS, pursuant to the Federal 2025 Reconciliation Act (Public Law No. 119-21), state governments were called to nominate one quarter of low-income census tracts in each state for the second generation of the Opportunity Zone Program (Opportunity Zone 2.0); and

WHEREAS, eligible census tracts must have a Median Family Income (MFI) of 70% or less than the state or metropolitan median or a poverty rate of at least 20%; and

WHEREAS, based on this criteria, 23 census tracts in the City of Spokane are eligible for the Opportunity Zone 2.0 Program; and

WHEREAS, the Washington State Department of Commerce serves as the State's lead agency for economic development, community revitalization, and coordination of programs that support local governments in advancing equitable growth and investment; and

WHEREAS, the Department of Commerce seeks input from local governments and interested stakeholders on recommended census tracts for consideration for Opportunity Zone designation by May 28, 2026; and

WHEREAS, the City Council recognizes the potential benefits of Opportunity Zone 2.0 designations to attract new investment, support community revitalization, and create new housing and job opportunities;

WHEREAS, city staff have conducted review and regionally consulted with neighboring municipalities, and determined nomination is in the public interest; and

NOW THEREFORE BE IT RESOLVED BY THE SPOKANE CITY COUNCIL:

Section 1. Support for Opportunity Zone Applications. The Spokane City Council hereby expresses its formal support for the City's Opportunity Zone 2.0 applications submitted to the Washington Department of Commerce, and affirms that the application

is consistent with the City's adopted plans, policies, and economic development objectives.

Section 2. Nominations Authorized. The City Council authorizes and directs the administration and other applicable staff to nominate the proposed census tracts listed in Section 3 as qualified opportunity zones, and to take all actions necessary to prepare, execute, and submit the nomination to the Washington Department of Commerce and the Governor's Office.

Section 3. Nominating Census Tracts. The following census tracts are recommended to the Department of Commerce for consideration for the Opportunity Zone 2.0 Program:

1. Census Tract 24
2. Census Tract 25.02
3. Census Tract 25.03
4. Census Tract 25.01
5. Census Tract 30
6. Census Tract 145
7. Census Tract 35
8. Census Tract 20
9. Census Tract 32

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

ADOPTED BY THE CITY COUNCIL on this ____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 04/20/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	4/15/2026
		Clerk's File #	ORD C36867
		Cross Ref #	
Council Meeting Date: 05/11/2026		**Project #**	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SIX MONTH EXTENSION OF ORDINANCE C36699 REGARDING PLANNED UNIT		

Agenda Wording

An ordinance to consolidate and further amend two active interim zoning ordinances, ordinance C36699 and ordinance C36748, concerning planned unit developments; extending the expiration of both; further modifying section 17G.070.030; and reiterating a work program.

Summary (Background)

On June 23, 2025, City Council adopted ordinance C36699, an interim zoning ordinance which temporarily expands opportunities for small-scale commercial uses in Planned Unit Developments (PUDs). Under state law, ordinance C36699 expires one year after adoption unless extended for another six months. This ordinance would extend ordinance C36699 through December 23, 2026. It would also make two changes to the PUD code based on feedback from reviewing the development process for projects using these requirements. On August 25, 2025, City Council also adopted ordinance C36748, an interim zoning ordinance to clarify the calculation of density in planned unit developments, with an expiration date of August 25, 2026. Ordinance C36699 and ordinance C36748 both modify the same section of code and address the same subject. This ordinance extends the interim controls under both ordinances and has them expire on the same date. This ordinance does two things. First, the square footage allowed for individual commercial spaces would be expanded to 10,000 square feet. Applicants have noted that the current 5,000 square feet is challenging to lease in the marketplace. Second, the list of site development standards that can be modified would be amended to include new standards that were not in effect at the time the PUD code was last updated. Applicants have noted that newer standards are not addressed in the PUD code, which leaves uncertainty about whether they can be accounted for in a new PUD. Final reading will be a hearing

What impacts would the proposal have on historically excluded communities?

Residents of all neighborhoods, including those in lower-income neighborhoods, benefit from increased access to small-scale commercial businesses that provide goods and services. Increasing neighborhood access to small-scale commercial reduces the need to own and operate a car, empowers children to be independent, and can open up opportunities for residents to own and operate a business.

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

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

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

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

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

• Comp Plan policy LU 1.3 - Small-format retail and medical uses are complementary to low-intensity residential neighborhoods • Comp Plan policy LU 4.2 - Provide a compatible mix of housing and commercial uses • Comp Plan policy H 1.4 – Locate new residential development where services are available • Comp Plan policy H 2.4 – Link housing with other uses, including daily-needs services • Comp Plan policy N 7.1 – Increase public gathering places within neighborhoods • Comp Plan policy N 2.1 – Ensure neighborhoods offer cultural, social, and recreational opportunities • Sustainability Action Plan strategy TL 1.1 – Increase housing in proximity to employment opportunities and activity centers • Sustainability Action Plan strategy TL 1.6 – Allow

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

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ORDINANCE NO. C36867

An ordinance to consolidate and further amend two active interim zoning ordinances, ordinance C36699 and ordinance C36748, concerning planned unit developments; extending the expiration of both; further modifying section 17G.070.030; and reiterating a work program.

WHEREAS, on June 23, 2025, City Council adopted ordinance C36699, an interim zoning ordinance regarding planned unit developments, with an expiration date of June 23, 2026; and

WHEREAS, on August 25, 2025, City Council adopted ordinance C36748, an interim zoning ordinance to clarify the calculation of density in planned unit developments, with an expiration date of August 25, 2026; and

WHEREAS, ordinance C36699 and ordinance C36748 both modify the same section of code and address the same subject; and

WHEREAS, consolidating amendments to SMC 17G.070.030 to align expiration dates will enhance the understanding of both ordinances, their effects, and timelines; and

WHEREAS, on November 3, 2025, City Council adopted ordinance C36773, approving a consultant contract for the project entitled “Code Assessment and Modernization of Title 17 of the Spokane Municipal Code”; and

WHEREAS, evaluation of the existing Planned Unit Development code has highlighted additional interim clarifications that would be immediately beneficial in providing more housing; and

WHEREAS, the Planning and Economic Development department continues to perform related studies and public engagement as part of the periodic update to the City’s Comprehensive Plan, requiring additional time beyond the original expiration; and

WHEREAS, the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code is expected to continue beyond the expiration of June 23, 2026; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council’s findings of fact in support of the continuation of the interim official controls previously established by Ordinances C36699 and C36748.

Section 2. Hearing. That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

Section 3. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and propose modifications to the Planned Unit Development code as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code projects.

Section 4. Duration. That the duration of the interim official control enacted by ordinance C36699 and ordinance C36748 shall be extended an additional six months to December 23, 2026.

Section 5. That section 17G.070.030 of the Spokane Municipal Code, amended by ORD C36699 and ORD C36748, is further amended as follows:

Section 17G.070.030 Development Standards

A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:

    a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:

        i. community building with indoor and/or outdoor recreation facilities;
        ii. recreational vehicle and personal storage area;
        iii. consolidated guest parking facilities.

    b. Retail sales and service uses and office uses are permitted subject to the following limitations:

        i. The PUD site is larger than 20 acres; and
        ii. Individual retail sales and service uses and office uses shall not exceed a floor area of ((~~five~~)) ten thousand (((~~5,000~~))) (10,000) square feet each; and

iii. The total site area developed with retail sales and service uses and office uses shall not exceed five percent (5%) of the total PUD site area; and

vi. A one hundred percent (100%) increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses; and

vii. Outdoor seating is permitted and is not counted towards the limitations on floor area in subsection (b)(ii); and

viii. Retail sales and service uses and office uses shall follow the Centers and Corridors design standards for Pedestrian Streets in SMC 17C.122.060; and

ix. Prohibited uses include but are not limited to:

A. Marijuana production, processing, and retailing as controlled by SMC 17C.347
B. Off-premises alcohol outlets as defined and controlled by SMC 17C.348
C. Drive-through Facilities
D. Adult Business
E. Commercial Parking as defined in SMC 17C.190.220 on a surface parking lot
F. Mini-Storage Facilities
G. Quick Vehicle Servicing

2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:

a. Retail sales and service uses and office uses are permitted subject to the following limitations:

i. The PUD site is larger than ten acres,

ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.

iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.

iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.

v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.

vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.
b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and
c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

The calculation of density for a planned unit development is as provided in the base zone.

4. Transfer of Development Rights.

An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.
b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.
c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

    a. The minimum lot size, lot depth and lot width standards may be modified.
    b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

    The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

    a. Front and rear yard setbacks.

        i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.
        ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.
        iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.

    b. Side Yard Setbacks.

i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.
ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

c. Angled Setbacks.

i. Angled setbacks may be modified without limitation.

4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.
b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.230(C)(5).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a

street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

10. Building Footprint Per Primary Building.

An applicant may request an increase of up to 10% to the maximum allowable building footprint per primary building on an individual lot.

11. Other Standards.

The following standards may be modified without limitation:

a. Maximum total building coverage on individual lots;
b. Maximum lot impervious coverage on individual lots; and
c. Open space requirements on individual lots as provided in 17C.111.310.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the

active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

The requirements for common open space under this section are separate from open space requirements on individual lots as provided in SMC 17C.111.310 and Table 17C.111.205-2. As identified above in (C)(11), an applicant may request a modification to the standards in SMC Title 17C so long as the provided common open space is equal to or greater than those required by adherence to the open space standards in SMC Title 17C. Additional conditions for open space amenities may apply, as provided above.

1. In planned unit developments, the following requirements shall apply:

    a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.
    b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.
    c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:

    a. A homeowners' or property owners' association as regulated by state law.
    b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

1. Through lots.

   Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not “turn its back” on a collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date