



Spokane Park Board

3:30 p.m. Thursday, November 9, 2023
In-person in Council Chambers, City Hall, and
WebEx virtual meeting

Park Board Members

- X Bob Anderson – President
- X Gerry Sperling – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Greta Gilman
- X Sally Lodato
- X Jennifer Ogden
- Barb Richey (*absent/excused*)
- X Hannah Kitz
- X Kevin Brownlee
- Doug Kelley (*absent/excused*)
- Jonathan Bingle – City Council liaison
(*absent/excused*)

Parks Staff

- Jason Conley
- Rich Lentz
- Nick Hamad
- Mark Poirier
- Jennifer Papich
- Jonathan Moog
- Berry Ellison
- Fianna Dickson
- Ryan Griffith

Guests

- Mark Reilly

MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** Bob Anderson
The meeting was called to order at 3:30 p.m. See above for attendance.
2. **Additions or deletions to the agenda:**
A. None
3. **Public comments:**
A. None
4. **Consent agenda:**
 - A. Administrative and committee-level items
 - 1) [October 12, 2023, regular Park Board meeting minutes](#)
 - 2) [October 27, 2023, special Park Board meeting minutes](#)
 - 3) [Claims – October 2023](#)
 - 4) [Garco Construction, Inc. change order #4/Riverfront Park south suspension bridge renovation construction \(\\$81,987.99 plus applicable taxes\) – Berry Ellison](#)
 - 5) [Wesslen Construction Change Order 04/Riverfront Lilac Butterfly Fabrication and Installation \(\\$18,178.40, plus applicable taxes\) – Berry Ellison](#)
 - 6) [AEG Presents NW, LLC concert booking and production contract amendment #2 – Jonathan Moog](#)
 - 7) [Riverfront Park – Rayce Rudeen Foundation Event Agreement – Jonathan Moog](#)
 - 8) [Toro Company equipment purchase through Turfstar d.b.a. Western Equipment Distributors \(4 pieces\) with monthly payments amortized over a 5-year lease to own agreement. \(\\$366,912.25 plus interest & fees\) – Mark Poirier](#)

9) [2024 Parks and Recreation Amended Budget Proposal](#) – Rich Lentz

Motion No. 1: Bob Anderson moved to approve consent agenda items #1 - #9, as presented. Kevin Brownlee seconded.

Motion passed with unanimous consent (8-0)

5. **Special guests**

A. [Spokane Youth and Senior Centers' Association quarterly update](#) – Mark Reilly, *Southwest Spokane Community Center*

- Hillyard Senior Activity Center introduced several new activities: Croquet Fun Day, AARP drivers ed classes, and watercolor classes. In August, members took a trip to Pend Oreille for the county fair and a cruise on the lake. The Hillyard farmer's market opened in July and the center is distributing free produce. Also in July, the center held a successful annual silent auction fundraiser.
- Sinto Senior Activity Center hosted special events such as a Hawaiian luau, a membership picnic/carnival, and a potluck dinner. The center hosted a trip to Philipsburg, MT, where members enjoyed shopping and hunting for sapphires and gold on Gem Mountain. The center's Quilting & Crafting group and table games groups were promoted this quarter, as well.
- Corbin Senior Activity Center held an auction at the Flight Museum on May 21. The center also hosted line dancing, bingo, and received a \$1,500 grant from AHANA.
- Southside Community Center hosted a Veteran's dinner and had a field trip to Leavenworth.
- Mid-City Concerns has provided activities and services to 3,300 participants and over 10,000 activity hours since January 2023. The offer a robust calendar of activities and offer fresh meals every day. Other services include on-site case managers and pet food & veterinary care services through partnership with SpokAnimal.
- Project Joy began their 2023-2024 performance season. The number of performances continues to grow and has received feedback from the care and retirement community about the positive impact it has on the residents.
- Northeast Youth Center hosted 10 weeks of summer camp from June through September and the students participated in two field trips per day, courtesy of grants from the Spokane Parks Foundation and Providence. The center is currently planning for winter break camp.
- West Central Community Center took several field trips within the community and in nature. These included, 1) Mobius Discovery Center, and 2) a hike on Mount Spokane.
- Southside Community Center won the over-70 national softball championship. Mark also showcased several young volunteers' progress throughout the years.

6. [Financial report and budget update](#) – Rich Lentz presented the October financial report and budget update.

- A. Park Fund: The October operating expenditures for the Park Fund are approximately \$1.7 million more than the historic budget average. Year-to-date revenues are about \$1.6 million above the budget average. Revenues are exceeding expenditures nearly \$379,000.
- B. Golf Fund: The October operating expenditures for the Golf Fund are about \$144,000 less than the budget average. Year-to-date revenues are below the budget average approximately \$721,000. Revenues are exceeding expenditures about \$1.5 million year-to-date.
- C. Rich explained the 2024 Parks and Recreation Amended Budget Proposal which was approved on the consent agenda. A decrease in our Risk Management expense allowed us to allocate those funds towards the Riverfront Park naming rights finder's fee, increase

the Parks contribution towards Expo+50 and increase the Parks contribution towards capital improvements. The attached document shows the updated proposed budget for 2024 for Parks and Recreation. The approved golf budget does not need amending.

7. **Special discussion/action items:**

A. None

8. **Committee reports:**

Urban Forestry Tree Committee: The October 31, 2023, meeting was canceled – Kevin Brownlee

A. Action items: None

B. The next scheduled meeting is 4:15 p.m. December 5, 2023, in The Hive events room 'B', and virtually via WebEx.

Land Committee: The November 1, 2023, meeting was canceled – Greta Gilman

A. None

B. The next scheduled meeting is 3:30 p.m. December 6, 2023, at Liberty Park Library events room, and virtually via WebEx.

Recreation Committee: The November 1, 2023, meeting was canceled. – Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. December 6, 2023, at Liberty Park Library events room, and virtually via WebEx.

Riverfront Park Committee: November 6, 2023 – Gerry Sperling

A. Action items: Four of four action items were presented on the consent agenda.

B. [October 2023 RFP update](#) – Jonathan Moog

1) The S.A.F.E Fall festival was a success.

2) The Spo-candy Crawl took place for the 3rd year.

3) The Bearded Ginger has been selected concessionaire for the SkyRibbon Café.

4) Coming soon:

- Tree Lighting Celebration and Riverfront Market

- The Ice Season launching November 17, weather permitting.

- The All-Access Annual Pass will be for sale for a limited time.

- An igloo is launching at the Ice Ribbon for \$90 for 90 minutes including skate admission it will be available to book on Civic Rec

C. The next scheduled meeting is 4:00 p.m. December 11, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Golf Committee: November 7, 2023 – Nick Sumner

A. Action items: The action item was presented on the consent agenda.

B. Golf Committee Update – Nick Sumner

1) The boiler replacement at Esmeralda Golf Course is complete.

2) Courses have been winterized and closed for the season.

C. The next scheduled meeting is 8:00 a.m. December 12, 2023, at The Hive events room 'C', and virtually via WebEx.

Finance Committee: November 7, 2023 – Bob Anderson

A. Action items: The action item was presented on the consent agenda.

B. Finance Committee update – Bob Anderson

- 1) Rich Lentz presented October financials which reflect revenue increases offset by increasing expenditures.
- 2) Accounting staff are planning for 13th month.
- C. The next scheduled meeting is 3:00 p.m. December 12, 2023, in The Hive events room 'C', and virtually via WebEx.

Development & Volunteer Committee / Citizens Advisory Committee: October 18, 2023 – Jennifer Ogden

- A. Action items: None
- B. DVC/DVCAC update – Jennifer Ogden
 - 1) Kelly Brown introduced Stephen Williams from Spokane Disc Golf.
 - 2) Fianna Dickson provided a demonstration of Basecamp, which serves as an internal newsletter/message board for CAC members.
 - 3) Member reports:
 - Friends of Coeur d'Alene Park
 - Spook Walk was sold out.
 - 2023 Concert Series was successful. The Friends have received a grant from Avista to electrify the gazebo, which will enable additional concerts in the park.
 - Friends of the Bluff
 - The group is doing trail work for safety and wayfinding.
 - Friends of Palisades
 - Illegal dumping continues to increase.
 - Friends of Manito
 - The group is preparing for 2023 Holiday Lights.
 - Friends of Riverfront Park
 - The group is recruiting for members.
- C. The next scheduled Development & Volunteer Committee / Citizen Advisory Committee meeting is 4:00 p.m. November 15, 2023, in the Library Park Library events room, and virtually via WebEx.

9. **Reports**

- A. President: Bob Anderson
 - 1) Ribbon cuttings have taken place for the RFP Lilac Butterfly and Wildhorse Park.
 - 2) The October 27 retreat provided informative presentations and discussions between board members and staff. One topic of discussion was developing a partnership agreement template. Greta Gilman and Hannah Kitz will work together to develop a draft which will develop into a future Park Board discussion/action item with an eventual vote to adopt. A similar Spring/Fall retreat schedule is likely in 2024.
 - 3) In October, the Board adopted a levy resolution which will go to City Council for approval to place on the February ballot.
- B. Liaisons
 - 1) Conservation Futures – Nick Sumner
 - a. There was an overview of the Conservation Futures program overall.
 - b. The group discussed possible opportunities to expand the Trolley Trail, which is a trail in the Grandview/Thorpe area.
 - 2) Parks Foundation – Barb Richey – No update
 - 3) City Council – Jonathan Bingle – No update
- C. Director (Interim): Jason Conley
 - 1) Garrett Jones shared that the November 6 & November 13 City Council meeting agendas will be combined on November 13, due to an interruption of the November 6 meeting. There will be two levy items on the agenda on the 13, one of which will be a

renewal of the libraries operating levy; the other is the Parks levy proposal.

2) Jason Conley provided the Director's report.

- a. Parks received a \$100,000 grant from the Washington Recreation and Conservation Office, to repair approximately 40 pieces of aging playground equipment in 16 parks across the city.
- b. Spokane Preservation Advocates awarded Parks and Recreation Division for conservation efforts across the park system.
- c. SpokAnimal notified Parks that they are unable to continue partnership. They have been a 13-year partner, and Jason recognized them for their contributions. Park Operations will maintain Highbridge Dog Park and the pocket park along Riverside Avenue, moving forward. Those interested in volunteering to care for these spaces can sign up at spokaneparks.org/volunteer.

10. **Executive session**

A. None

11. **Correspondence:**

A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 4:13 p.m.

13. **Meeting dates**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. December 5, 2023, in the Hive events room 'B', and virtually via WebEx.

Land Committee: 3:30 p.m. December 6, 2023, in the Liberty Park Library events room, and virtually via WebEx.

Recreation Committee: 5:15 p.m. December 6, 2023, in the Liberty Park Library events room, and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. December 11, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. December 12, 2023, in the Hive events room 'C', and virtually via WebEx.

Finance Committee: 3:00 p.m. December 12, 2023, in the Hive events room 'C', and virtually via WebEx.

Development & Volunteer Committee / Citizens Advisory Committee: 4:00 p.m. November 15, 2023, at the Hive events room 'B', and virtually via WebEx.

B. Park Board: 3:30 p.m. December 14, 2023, Council Chambers, lower-level City Hall, and virtually via WebEx.

C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: *Garrett Jones*

Garrett Jones, Park Board Secretary

**CITY OF SPOKANE PARK AND RECREATION DIVISION
OCTOBER 2023 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - NOVEMBER 9, 2023**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,015,805.27
MAINTENANCE & OPERATIONS	\$	1,048,017.58
CAPITAL OUTLAY	\$	504.53
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	445,238.26

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	59,107.64
----------------	----	-----------

GOLF:

SALARIES & WAGES	\$	194,360.54
MAINTENANCE & OPERATIONS	\$	290,874.60
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	3,053,908.42

Spokane Park Board

Briefing Paper



Committee	Riverfront Committee			Committee meeting date: Nov 1, 2023
Requester	Berry Ellison			Phone number: 509 625-6276
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)	2023-0446			
Master Plan Goal, Objective, Strategy (Click HERE for link to adopted plan)	Goal K, Objective 1	Master Plan Priority Tier: (pg. 171-175)	Tier 1	
Item title: (Use exact language noted on the agenda)	Garco Construction, Inc., Change Order #4 / Riverfront Park South Suspension Bridge Renovation Construction (\$81,987.99 plus applicable taxes)			
Begin/end dates	Begins: 08/01/2023	Ends: 06/01/2024	<input type="checkbox"/> 06/01/2525	
Background/history: Change Order #4 consists of 1 addition to the Contractor's scope of work. Item 1 is added time and overhead expenses as a result of additional work required to remove and rebuild the south abutment corbel.				
Motion wording: Move to approve Garco Construction, Inc., change order #4 for the Riverfront Park South Suspension Bridge Renovation Construction Project in the amount of \$81,987.99 plus applicable taxes, from Park Capital Funds.				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Garco Construction, Inc Name: Tim Loucks Email address: tloucks@garco.com Phone: 509 535-4688				
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich scottk@garco.com Requester: Berry Ellison Grant Management Department/Name:				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$81,987.99 (plus applicable taxes) Budget code: 1950-54920-94000-48085 Reimbursed by Real Estate Excise Tax (REET) funds				
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 602-809-160 Business license expiration date: 3/31/24 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				



CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT AMENDMENT 4

**Title: RIVERFRONT PARK SOUTH
SUSPENSION BRIDGE RENOVATION**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **GARCO CONSTRUCTION, INC.**, whose address is 4114 East Broadway Avenue, Spokane, Washington 99202, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Riverfront Park South Suspension Bridge Renovation; and

WHEREAS, due to unforeseen conditions, additional work is required, thus the original Contract needs to be formally amended this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 20, 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 shall become effective on July 1, 2023 and shall run through June 1, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY-ONE THOUSAND NINE HUNDRED EIGHTY-SEVEN AND 99/100 DOLLARS (\$81,987.99)**, plus applicable sales tax, in accordance with Change Order 4, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

GARCO CONSTRUCTION, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Change Order 4

23-235

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 04**

NAME OF CONTRACTOR: Garco Construction, Inc

PROJECT TITLE: Riverfront Park South Suspension Bridge Renovation

CITY CLERK CONTRACT NUMBER: 2023-0446

=====

DESCRIPTION OF CHANGE:

AMOUNT:

Item #1: COR-010 - Add Time & Overhead

\$ 81,987.99

=====

TOTAL AMOUNT: \$ 81,987.99

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 2,099,949.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 107,054.26
CURRENT CONTRACT AMOUNT	\$ 2,207,003.26
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 81,987.99
REVISED CONTRACT SUM	\$ 2,288,991.25

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	01/22/2024
CURRENT COMPLETION DATE	01/22/2024
REVISED COMPLETION DATE	N/A

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

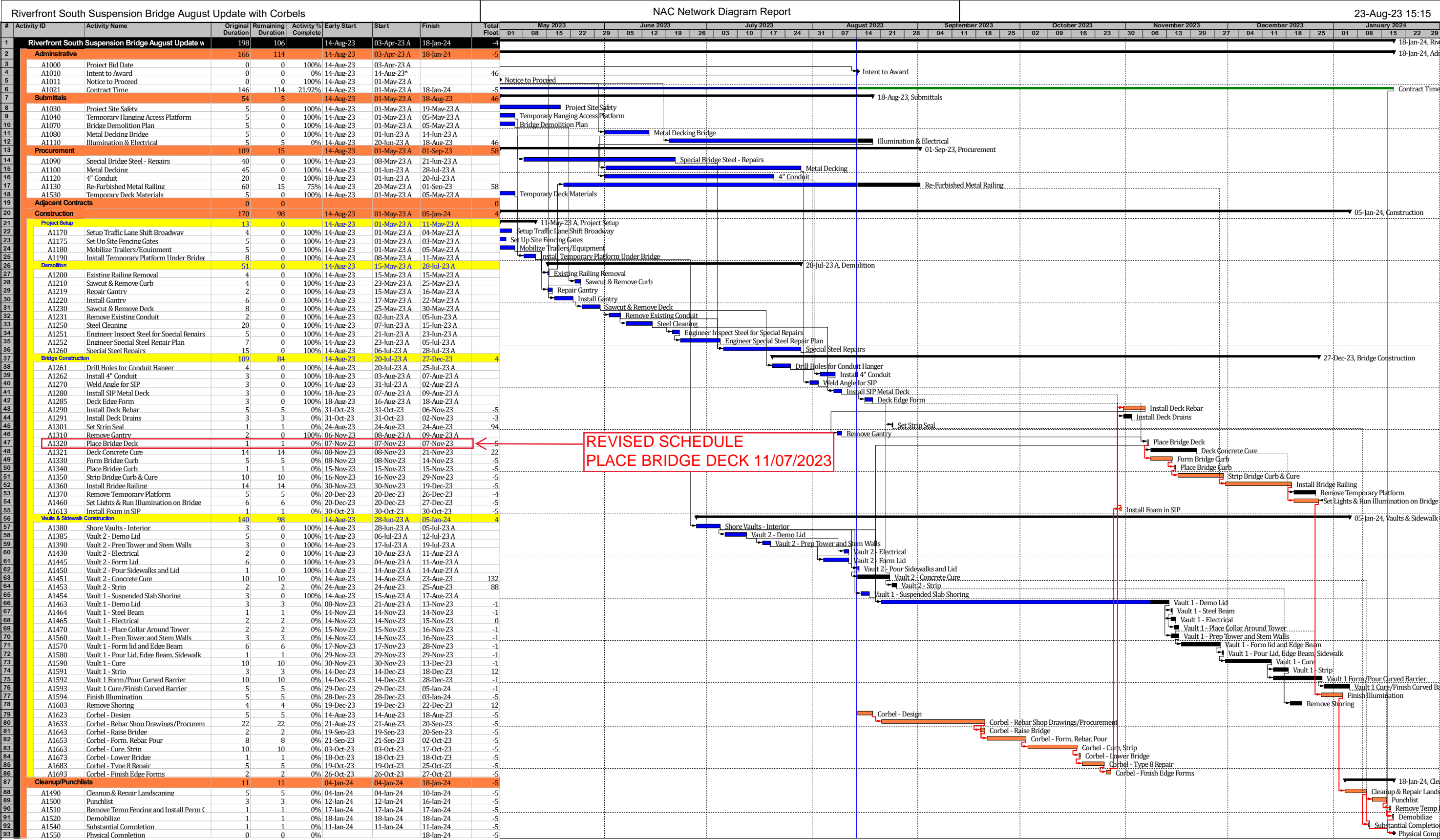
Approved as to form: _____ Assistant City Attorney

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 010 - Extended Overhead

[illegible]



Remaining Level of Effort

Actual Work

Critical Remaining Work

Summary

Actual Level of Effort

Remaining Work

Milestone

Page 1 of 1



< Business Lookup

License Information:

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

Entity name: GARCO CONSTRUCTION, INC.

Business name: GARCO CONSTRUCTION, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-809-160

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4114 E BROADWAY AVE
SPOKANE WA 99202-4531

Mailing address: 4114 E BROADWAY AVE
SPOKANE WA 99202-4531

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

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

Endorsements

Endorsements held	License #	Count	Details	Status	Expiration	First issue
-------------------	-----------	-------	---------	--------	------------	-------------



Endorsements held	License #	Count	Details	Status	Expiration	First issue
Ellensburg General Business - Non-Resident				Active	Mar-31-2020	Feb-11-2019
Federal Way General Business - Non-Resident	15-10522			Active	Mar-31-2020	Oct-14-2019
Kirkland General Business - Non-Resident	OBL23792			Active	Mar-31-2020	Nov-19-2019
Liberty Lake General Business - Non-Resident				Active	Mar-31-2020	Sep-27-2019
Minor Work Permit				Active	Mar-31-2020	Dec-15-2019
Spokane General Business	T1205447			Active	Mar-31-2020	Oct-15-2019
Spokane Valley General Business - Non-Resident				Active	Mar-31-2020	Jun-12-2019
Walla Walla General Business - Non-Resident				Active	May-31-2020	May-24-2019
Wenatchee General Business - Non-Resident	170046			Active	Mar-31-2020	Oct-16-2019

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

Governing people	Title
	<div> <div></div> <div></div> </div>

Governing people

Title

BARNETT, HOLLIS

HOOPER, JEFF A

WELSH JR, JAMES T

WELSH, CLANCY

WELSH, JAMES T

Registered Trade Names

Registered trade names

Status

First issued

GARCO

Active

Mar-14-2019

GARCO CONSTRUCTION

Active

Mar-14-2019

GARCO CONSTRUCTION,
INC.

Active

Mar-14-2019

The Business Lookup information is updated
nightly. Search date and time: 11/2/2023 7:14:55
AM

[Contact us](#)

How are  doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





GARCCON-03

ELEWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2023

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

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

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Stacia Simpson PHONE (A/C, No, Ext): (509) 319-2912 FAX (A/C, No): E-MAIL ADDRESS: Stacia.Simpson@hubinternational.com
INSURED Garco Construction, Inc. P.O. Box 2946 Spokane, WA 99220	INSURER(S) AFFORDING COVERAGE INSURER A : Liberty Mutual Fire Insurance Company NAIC # 23035 INSURER B : Liberty Insurance Corporation 42404 INSURER C : Travelers Property Casualty Company of America 25674 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	TB2Z91469954022	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AS7Z91469954012	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	TH7Z91469954032	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EL2Z91469954042	12/31/2022	12/31/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builder's Risk			QT6300J565818TIL22	12/31/2022	12/31/2023	COC Incl EQ/FL \$ 4,000,000
A	WA Stop Gap			EL2Z91469954042	12/31/2022	12/31/2023	LIMIT \$ 1,000,000

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

PROJECT: RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION CONSTRUCTION
PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED STATUS IS GIVEN TO THE CITY OF SPOKANE PARKS & RECREATION FOR GOING AND COMPLETED OPERATIONS AS GRANTED BY THE POLICY FORMS ATTACHED. WAIVER OF SUBROGATION DOES APPLY PER THE ATTACHED POLICY FORMS.

CERTIFICATE HOLDER

CANCELLATION

CITY OF SPOKANE PARKS & RECREATION
828 W SPOKANE FALLS BLVD
SPOKANE, WA 99201-3316

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

PROPRIETARY AND CONFIDENTIAL

COMMERCIAL LIABILITY – UMBRELLA 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 bold font have special meaning. If not defined in the section in which they first appear, refer to **SECTION VII – DEFINITIONS**.

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

INSURING AGREEMENTS

SECTION I – COVERAGES

1. We will pay on behalf of the insured those sums in excess of the **retained limit** 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. In addition, we will pay those sums in excess of the **retained limit** that the insured becomes legally obligated to pay as damages because of a negligent act, error or omission committed in the administration of the Named Insured's employee benefit program, to which this insurance applies.

The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

2. With respect to **bodily injury, property damage or personal and advertising injury**, this insurance applies only if:
 - a. The **bodily injury or property damage** occurs during the **policy period**, or the **personal and advertising injury** is caused by an offense arising out of your business but only if the offense was committed during the **policy period**;
 - b. The **bodily injury, property damage or personal and advertising injury** is caused by an **occurrence** that takes place anywhere; and
 - c. Prior to the **policy period**, no insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** or any **employee** who has been 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.
3. **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 3. of **SECTION II – WHO IS AN INSURED**, or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - a. Reports all, or any part of, such **bodily injury or property damage** to us or any other insurer;
 - b. Receives a written or oral demand or claim for damages because of such **bodily injury or property damage**; or
 - c. Becomes aware by any other means that **bodily injury or property damage** has occurred or has begun to occur.

PROPRIETARY AND CONFIDENTIAL

If such a listed insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury**, or **property damage** had 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**.

4. **Bodily injury** or **property damage** which occurs during the **policy period** and which was not, prior to the **policy period**, known to have occurred or to have begun to occur by any insured listed under Paragraph 3. 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**.
5. If we are prevented by law or statute from directly paying damages covered by this policy on behalf of the insured, then we will, where permitted, indemnify the Named Insured for those sums paid in excess of the **retained limit**.

As used in Paragraphs 2.c., 3. and 4. above, an insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** does not include a stockholder who is not otherwise an insured.

SECTION II – WHO IS AN INSURED

1. The **first named insured** is an insured.
2. Any organization that is a subsidiary of the **first named insured** and over which you maintain ownership or majority interest as of the effective date of this policy, provided such organization was made known to us by the effective date of this policy and is included as an insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.
3. 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.
4. Each of the following is also an insured:
 - a. Your **volunteer workers** but only while performing duties related to the conduct of your business, your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

(1) **Bodily injury** or **personal and advertising injury**:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-**employee** 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 (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, Paragraphs (1)(a), (1)(b) and (1)(c) do not apply to the extent **underlying insurance** provides coverage for such person(s). Coverage under this policy will be no broader than that provided by **underlying insurance**.

Insurance provided by this policy for **bodily injury** to a co-**employee** or **volunteer worker** will not apply if the injured co-**employee's** or **volunteer worker's** sole remedy for such injury is provided under a workers' compensation law or any similar law.

(2) **Property damage** to property:

- (a) Owned, occupied, 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 any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
 - e. Any person or organization included as an additional insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, this insurance will be no broader than that which you are required by the contract or agreement to provide for such additional insured.

The Limits of Insurance applicable to the additional insured are included within, and are not in addition to, the Limits of Insurance shown in the Declarations.

- f. Any person while using with your permission a **covered auto** and any person or organization legally responsible for its use, but only if that person is an insured with respect to liability arising out of the ownership, maintenance, use or entrustment to others of **covered autos**.
5. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured under this policy if there is no other similar insurance available to that organization and that organization qualifies as an insured in **underlying insurance**. However:

PROPRIETARY AND CONFIDENTIAL

- 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. However, such coverage will be provided for no longer than that provided by **underlying insurance**; and
- b. Coverage does not apply to any liability that occurred or offense committed before you acquired or formed the organization.

Except as provided in Paragraph 5. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or **suits** brought;
 - c. Persons or organizations making claims or bringing **suits**; or
 - d. Coverages provided under this policy.
2. The General Aggregate Limit is the most we will pay for the sum of all damages covered under this policy, except:
 - a. Damage included in the **products-completed operations hazard**; and
 - b. Damage covered by **underlying insurance** to which no aggregate limit applies.

The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the **underlying insurance**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
4. Subject to Paragraphs 2. and 3. above, if either applies, the Each Occurrence Limit is the most we will pay for the sum of all damages covered under this policy arising out of any one **occurrence**.
5. If the applicable limits of insurance of **underlying insurance** or **other insurance** providing coverage to the insured are reduced or exhausted by payments of damages, subject to the terms and conditions of this policy, we will:
 - a. In the event of reduction, pay in excess of the reduced applicable limits of **underlying insurance** or **other insurance**; or
 - b. In the event of exhaustion, continue in force as **underlying insurance**, but for no broader coverage than is available under this policy.

The **retained limit** will not be reduced or exhausted by defense costs, loss adjustment expenses, supplementary payments or similar amounts that reduce or exhaust the policy limits of **underlying insurance** or **other insurance**.

6. If any **underlying insurance** has a limit of insurance greater than the amount shown in the Schedule of Underlying Insurance this policy will apply in excess of the greater amount.

14. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations of the state or jurisdiction where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations.

15. Trade or Economic Sanctions

This insurance applies except to the extent coverage is in violation of any trade or economic sanction, embargo or similar regulation imposed by the United States of America.

16. Transfer of Rights of Recovery Against Others to Us

- a. If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured will do all that is necessary to secure such rights and must help us enforce them. The insured will do nothing after loss to prejudice such rights.

We have the right to recover our payments from anyone liable for injury or damage covered by this policy. We waive any right of recovery we may have against a person or organization, if you waive any right of recovery against such a person or organization in a written contract, but only if such contract was executed prior to injury or damage.

- b. Any recoveries shall be applied as follows:

- (1) Any person or organization, including the insured, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
- (2) We then will be reimbursed up to the amount we have paid; and
- (3) Lastly, any person or organization, including the insured, that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred by us in the exercise of the rights of recovery shall be apportioned among the persons or organizations, including the insured, in the ratio of their respective recoveries as finally settled.

17. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property. However, in such event, notice of cancellation of this policy sent to the **first named insured** and mailed to the last mailing address known to us will be sufficient notice to effect cancellation of this policy.

18. Unintentional Failure to Disclose

There will be no coverage under this policy for hazards you fail to disclose at the inception of the **policy period**, except that unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report the hazard to us as soon as practical after discovering the failure to disclose.

19. When Loss is Payable

Coverage under this policy will not apply unless and until the insured or the **underlying insurer** has paid or is obligated to pay the full amount of the **retained limit**. However, when an agreed settlement or final judgment has been determined, we will promptly pay on behalf of the insured those sums falling within the terms of this policy.

- d. The total applicable limits of all **underlying insurance** do not decrease, except for any reduction or exhaustion of aggregate limits by payment of judgments or settlements; and
- e. You notify us in writing, as soon as practicable, if any **underlying insurance** is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any **underlying insurance** is changed.

Failure to comply with these requirements will not invalidate this insurance. However, in the event of such failure, we will only be liable to the same extent that we would have been, had you fully complied with these requirements.

10. Named Insureds

- a. The **first named insured** is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy.
- b. Each Named Insured is jointly and severally liable for:
 - (1) All premiums due under this policy; and
 - (2) Any other financial obligations of any Named Insured to us arising out of any agreements contained in this policy.

11. Other Insurance

This insurance is excess over, and will not share or contribute with any **other insurance** whether primary, excess, contingent or on any other basis.

However, this insurance will not seek contribution from any **other insurance** available to an additional insured provided that:

- a. The additional insured is a Named Insured on such **other insurance**;
- b. You have agreed in a written contract or agreement with the additional insured that this insurance would not seek contribution from any **other insurance** available;
- c. **Underlying insurance** includes the person or organization as an additional insured; and
- d. **Underlying insurance** provides coverage to the person or organization on a primary and noncontributory basis.

12. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate, complete and based on information and representations you provided or made to us;
- b. We have issued this policy in reliance upon your information and representations.

13. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and any rights or duties specifically assigned 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All Persons or Organizations as required in a written contract or agreement or permit requiring arising out of language, entered into prior to an occurrence or offense to provide additional insured status requiring the use of CG 20 37 with 07 04 edition date.	All locations as required by a written contract or agreement or permit entered into prior to an occurrence or offense
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

Policy Number TB2Z91469954022
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement

Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization

Item 2. Blanket Additional Insured – Grantor Of Permits

Item 3. Other Insurance Amendment

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

- 1. Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- 2. Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
 - c. Any premises for which coverage is excluded by endorsement.
3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:
- a. In connection with your premises; or
 - b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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

6. Any Person or Organization Other Than a Joint Venture: Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

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

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

- 1. Applies to the extent permitted by law;
- 2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;
- 3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- 4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- 5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and
2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

- b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
- 7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;
- 8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
 - a. if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first commencement of the **Pollution Condition**; and
 - b. with respect to the **Client's** vicarious liability resulting from your **Contracting Activity**.
- 9. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:
 - a. a **Pollution Condition** caused by your **Contracting Activity**; and
 - b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity**
provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

Insured Contract L. means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for **Bodily Injury** or **Property Damage**, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the **Bodily Injury** or **Property Damage**. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.

Declarations and Representations	G.	By acceptance of this policy, you agree that the statements and information contained in the Application and other supplemental materials submitted to us are: (a) true and correct; (b) such statements and information are material to our underwriting of this policy; and (c) that this policy has been issued by us in reliance upon the truth and correctness of such statements and information.
Design Professional's Insurance	H.	The Insured shall require that each Design Professional under written contract to it evidence professional liability insurance.
Headings	I.	The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of this policy.
Inspection and Audit	J.	<p>We will be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of the Insured's books, records, services, properties and activities at any time, as far as they relate to the subject matter of this policy.</p> <p>Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Any inspections will be coordinated through your broker or agent.</p> <p>We may modify, amend or delete any of the terms and conditions of this policy including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by any Insured in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.</p>
Limitation of Liability	K.	Under Protective Loss Coverage, the Insured shall not accept any limitation of liability from a Design Professional other than to insurance proceeds, without our express written consent.
Other Insurance	L.	<p>Where other valid and collectible insurance is available to the Insured, in addition to Design Professional's Insurance, our obligations to the Insured are as follows:</p> <ol style="list-style-type: none"> 1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. 2. This insurance is excess over any other valid and collectible insurance available to the Insured under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise. 3. This insurance is excess over any other valid and collectible Design Professional's Insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

- Severability** M. Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.
- Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.
- Sole Agent** N. You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.
- Subrogation** O. In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.
- However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.
- Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.
- Territory** P. Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	All Persons or Organizations as required in a written contract or agreement or permit requiring arising out of language, entered in- to prior to an occurrence or offense to provide additional insured status requiring the use of CG 20 10 with 10 01 edition date
--	--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Countersigned by

.....
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

Declarations and Representations	G.	By acceptance of this policy, you agree that the statements and information contained in the Application and other supplemental materials submitted to us are: (a) true and correct; (b) such statements and information are material to our underwriting of this policy; and (c) that this policy has been issued by us in reliance upon the truth and correctness of such statements and information.
Design Professional's Insurance	H.	The Insured shall require that each Design Professional under written contract to it evidence professional liability insurance.
Headings	I.	The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of this policy.
Inspection and Audit	J.	<p>We will be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of the Insured's books, records, services, properties and activities at any time, as far as they relate to the subject matter of this policy.</p> <p>Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Any inspections will be coordinated through your broker or agent.</p> <p>We may modify, amend or delete any of the terms and conditions of this policy including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by any Insured in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.</p>
Limitation of Liability	K.	Under Protective Loss Coverage, the Insured shall not accept any limitation of liability from a Design Professional other than to insurance proceeds, without our express written consent.
Other Insurance	L.	<p>Where other valid and collectible insurance is available to the Insured, in addition to Design Professional's Insurance, our obligations to the Insured are as follows:</p> <ol style="list-style-type: none"> 1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. 2. This insurance is excess over any other valid and collectible insurance available to the Insured under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise. 3. This insurance is excess over any other valid and collectible Design Professional's Insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

- Severability** M. Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.
- Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.
- Sole Agent** N. You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.
- Subrogation** O. In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.
- However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.
- Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.
- Territory** P. Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT
FOR ALL PROJECTS AND LOCATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - 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".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You 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 Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.
 5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated General Aggregate Limit.
- C. 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 nor the Designated General Aggregate Limit.
- D. If the applicable construction 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 construction project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".
- F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Schedule

Designated Construction Project(s) or Designated Location(s):

All "locations" and all construction projects at which you are performing ongoing operations.

Total Aggregate Limit for all Projects and Locations: \$ 20,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period,whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

- (2)** Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A.** Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.
- B.** For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A.** Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B.** Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

- a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. We may deduct for betterment for parts normally subject to repair and replacement during the useful life of the "auto". In this event, deductions shall be limited to the lesser of:
 - a. An amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part; or
 - b. The amount which the resale value of the "auto" is increased from the repair or replacement.
- B.** For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C.** Paragraph **A.4.b.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

- A.** This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:
 - a. Any "auto" owned by that individual or by any member of his or her household; or
 - b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or

2. \$30 per day with a maximum of \$900 in any one period.

D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or

2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph A.2. of the **COMMON POLICY CONDITIONS** is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

a. For reasons of non-payment, the greater of:

(1) 10 days; or

(2) The number of days specified in any other Cancellation Condition attached to this policy; or

b. For reasons other than non-payment, the greater of:

(1) 60 days;

(2) The number of days shown in the Cancellation and Non-renewal Schedule; or

(3) The number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. **Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 Coverage Part. 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.

Schedule

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the state of AK, the premium charge is 1.85% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the states of ID, MI, MT, NV and SD, the premium charge is 2.0% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of LA, the premium charge is 2.0% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of OR, the premium charge is 1.0% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-Z91-469954-102

Effective Date

Premium \$

Issued to Garco Construction Inc

Endorsement No.

Policy Number: AS7-Z91-469954-012
Issued by: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you agreed in writing as an additional insured, but only for the coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Spokane Park Board

Briefing Paper



Committee	Riverfront			Committee meeting date: Nov 6, 2023
Requester	Berry Ellison			Phone number: 625-6276
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)	2022-0860			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Objective 1	Master Plan Priority Tier: (pg. 171-175)	Tier 1	
Item title: (Use exact language noted on the agenda)	Wesslen Construction Change Order 04/Riverfront Lilac Butterfly Fabrication and Installation (\$18,178.40, plus applicable taxes)			
Begin/end dates	Begins: 09/14/2023	Ends: 12/31/2023	<input type="checkbox"/> 06/01/2525	
Background/history: This change order consists of three value-added changes during the final weeks of fabrication. Item 1: During assembly, modifications to the frame and components were required to allow for proper assembly. The modifications included disassembly, cutting, burnishing, coatings, and reassembly. The added time and effort is offered to the City at a reduced rate as a cost-sharing proposal. Item 2: The contractor's budget for coatings was established at time of bid. During the fabrication process, several alternative coating methods were explored. The final method of surface preparation and coatings exceeded the original budget. The result of this exploration with the contractor led to the most feasible and durable coating system locally possible. Item 3: Several components were expected to be off-the-shelf and readily available during fabrication. However during procurement, the contractor spent many unexpected hours finding the components. Ultimately, the time spent by the contractor saved the project from lengthy delays.				
Motion wording: Move to approve Wesslen Construction, Inc. Change Order #4 for the Riverfront Lilac Butterfly Fabrication and Installation in the amount of \$18,178.40 (plus applicable taxes) from Park Capital Funds.				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Wesslen Construction, Inc. Name: Jerry Wesslen Email address: jerry@wesslen.com Phone: (509) 534-4346				
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich jmoog@spokanecity.org Requester: Berry Ellison michael@wesslen.com Grant Management Department/Name:				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$18,178.40 (plus applicable taxes) Budget code: 1950-54920-94000-56301-99999				
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601-436-896 Business license expiration date: 1/31/24 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				



CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT AMENDMENT #4

**Title: RIVERFRONT LILAC BUTTERFLY
FABRICATION AND INSTALLATION**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **WESSLEN CONSTRUCTION, INC.**, whose address is 5308 East Cataldo Avenue, Spokane Valley, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Riverfront Lilac Butterfly Fabrication and Installation; and

WHEREAS, additional work has been requested, thus, the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated November 16, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 8, 2023 and shall run through December 31, 2023.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

The additional services as set forth in the Contractor's Change Order dated October 27, 2023, which is attached as Attachment A and made part of this agreement.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTEEN THOUSAND ONE HUNDRED SEVENTY-EIGHT AND 40/100 DOLLARS (\$18,178.40)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

WESSLEN CONSTRUCTION, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Change Order 4

23-234

ATTACHMENT A

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 04**

NAME OF CONTRACTOR: Wesslen Construction, Inc

PROJECT TITLE: Riverfront Lilac Butterfly Fabrication and Installation

CITY CLERK CONTRACT NUMBER: 2022-0860

=====

DESCRIPTION OF CHANGE:

AMOUNT:

Item 1: Modifications During Assembly	\$ 9,330.01
Item 2: Added Budget for Coatings	\$ 4,898.00
Item 3: Added Budget for Component Procurement	\$ 3,950.39

=====

TOTAL AMOUNT: \$ 18,178.40

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 234,884.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 14,710.30
CURRENT CONTRACT AMOUNT	\$ 249,594.30
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 18,178.40
REVISED CONTRACT SUM	\$ 267,772.70

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	Dec 31,2023
CURRENT COMPLETION DATE	Dec 31,2023
REVISED COMPLETION DATE	N/A

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

Approved as to form: _____ Assistant City Attorney



WESSLEN
CONSTRUCTION

Change Proposal

Change Proposal #

4

Date: 10/27/2023

To:

Berry Ellison

For Project:

Riverfront Lilac Butterfly

Description of Work:

Item #1: During the assembly of the butterfly there were a few modifications that needed to happen. Refer to RFI 7,8,9.

Item #2: During the bidding portion of this project, the coating wasn't specified. Hydrab put together a number. After being awarded the project, the owner chose an epoxy paint. The cost of the new material was more than what was budgeted.

Item #3: During the construction of the butterfly there were a number of excessive research and acquisition of material that wasn't planned for. There is additional administration time to wrap it up.

<u>Item Description</u>	<u>Amount</u>
Item 1:	7,524.20
Item 2:	3,950.00
Item 3:	3,185.80

Sub Total: \$ 14,660.00

Jerry Wesslen

10/27/2023

Signature

Date

Jerry Wesslen, President

Printed Name & Title

Overhead 16% \$ 2,345.60

Profit 6% \$ 879.60

Bond 2% \$ 293.20

Accepted by:

Sub Total \$ 18,178.40

WSST: 9% \$ 1,636.06

Signature

Date

Printed Name & Title

Grand Total: \$ 19,814.46



HYDRAFAB
NORTHWEST INC.

Hydrafab Northwest Inc
3808 N. Sullivan Rd
Building 15, Ste Z
Spokane Valley, WA 99216
United States

Ph: 509-535-0075

Fax: 509-535-3364

Quote

ID: 224859R1

Date: 19-Oct-23

To

Wesslen Construction
5308 E Cataldo Ave
Spokane Valley, WA 99212
United States

Quote To

Michael Dewey
Wesslen Construction
5308 E Cataldo Ave
Spokane Valley, WA 99212
United States

Ph: 509-534-4346

Ph: 509-540-8459

Terms		Ship Via		Salesperson
Net 30 Days				DS0520
Quantity	Description	Unit Price	Amount	
1	Line: 001 Part: Labor & materials * Added labor and materials correcting issues durring assembly as noted on redlines. Reference RFI #'s 7,8 & 9 * ea Expiration Date: 03-Nov-23 Rev:	\$7,524.20	\$7,524.20	
1	Line: 002 Part: Budget adjustment for paint * Paint was quoted as a budget place holder because the final desision for the specification had not been determined. * ea Expiration Date: 03-Nov-23 Rev:	\$3,950.00	\$3,950.00	
1	Line: 003 Part: Labor & materials adjustment from orriginal quote * HNW is asking for additional funds to cover unforeseen cost overruns Including but not limited to shipping costs for hard to find items. 1. Torsion Spring aquisition. 2. Shaffler bearings - hard to find and supply was affected by Covid. 3. Design for manufacturing chalenges listed on "Project Notes" letter. * ea Expiration Date: 03-Nov-23 Rev:	\$3,185.80	\$3,185.80	
	PLEASE INCLUDE OUR QUOTE NUMBER ON YOUR WORK REQUEST OR P.O. AND SEND ALL ORDERS TO SALES@HYDRAFABNW.COM Quote Valid For 15 Days From Date Of Issue.	Total:	\$14,660.00	



HYDRAFAB
NORTHWEST INC.

Hydrafab Northwest Inc
3808 N. Sullivan Rd
Building 15, Ste Z
Spokane Valley, WA 99216
United States

Ph: 509-535-0075

Fax: 509-535-3364

Quote

ID: 224859R1

Date: 19-Oct-23

To

Wesslen Construction
5308 E Cataldo Ave
Spokane Valley, WA 99212
United States

Quote To

Michael Dewey
Wesslen Construction
5308 E Cataldo Ave
Spokane Valley, WA 99212
United States

Ph: 509-534-4346

Ph: 509-540-8459

Terms		Ship Via		Salesperson
Net 30 Days				DS0520
Quantity	Description	Unit Price		Amount
	Material Price Increases Applicable at Time of Order. Sales Tax Not Included in Quoted Dollar Total. Payment due upon completion unless credit terms are established. Credit Terms: FOB Hydrafab NW Inc. unless otherwise noted. THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR BUSINESS!			



< Business Lookup

License Information:

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

Entity name: WESSLEN CONSTRUCTION, INC.

Business name: WESSLEN CONSTRUCTION COMPANY

Entity type: [Profit Corporation](#)

UBI #: 601-436-896

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5308 E CATALDO AVE
SPOKANE VALLEY WA 99212-0929

Mailing address: 5308 E CATALDO AVE
SPOKANE VALLEY WA 99212-0929



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

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

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident	T12066040BL			Active	Jan-31-2024	Oct-15-2012
Spokane Valley General Business	01328			Active	Jan-31-2024	Feb-18-2004

Governing People

May include governing people not registered with Secretary of State

Governing people	Title
WESSLEN, JEFFREY D	
WESSLEN, JERRY D	
WESSLEN, JUDITH G	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:



6/16/2023 2:37:10 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





WESSCON-02

BBORDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2023

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 Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: Brian Borden
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: Brian.Borden@Alliant.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Navigators Specialty Insurance Company 36056
	INSURER B : Western National Mutual Insurance Company 15377
	INSURER C : RSUI Indemnity Company 22314
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: PPA Cap \$5,000,000	X		CF4GL01464221	4/16/2023	4/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA ND STOP GAP \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP130564100	4/16/2023	4/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			NHA101982	4/16/2023	4/16/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	CF4GL01464221	4/16/2023	4/16/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: RFP 5706-22 Riverfront Lilac Butterfly project

City of Spokane is Additional Insured with respect to the General Liability per form(s) attached.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee Committee meeting date: November 9, 2023		
Requester	Amy Lindsey Phone number: 509-209-6956		
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2019-0560		
Master Plan Goal, Objective, Strategy (Click HERE for link to adopted plan)	Revenue sources and funding	Master Plan Priority Tier: (pg. 171-175)	Partnerships
Item title: (Use exact language noted on the agenda)	AEG Presents NW, LLC concert booking and production contract amendment		
Begin/end dates	Begins: 07/15/2019	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525
Background/history: Riverfront Spokane is seeking an amendment to the AEG Presents NW, LLC concert booking and production services agreement to reflect increases to the annual facility rental fee and maximum number of Music Events.			
Motion wording: Move to approve an amendment to the AEG Presents NW exclusive booking and concert production services agreement.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: AEG Presents NW, LLC Name: Rob Thomas Email address: rthomas@aegpresents.com Phone: 720-220-9296			
Distribution: jmoog@spokanecity.org Parks – Accounting Parks – Sarah Deatrich Requester: Amy Lindsey Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$400,000 Budget code: 1400-76120-36240-54341			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input checked="" type="checkbox"/> UBI: 602-638-221 Business license expiration date: 8/31/24 </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

Title: **CONCERT PRODUCTION AND
BOOKING SERVICES AGREEMENT**

This Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **AEG Presents NW, LLC**, a Delaware limited liability company, whose address is 216 First Avenue South, Suite 320, Seattle, WA 98104-2534 ("AEG"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Concert Production and Booking Services Agreement (the "Agreement"), dated July 15, 2019, wherein AEG agreed to provide Concert Production and Booking Services for the City of Spokane Parks and Recreation Department on the terms and conditions set forth therein; and

WHEREAS, the annual rental fees have increased as well as the number of music events, thus, the original Agreement is formally amended by this written document, and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Agreement, dated July 15, 2019, 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 be effective as of January 1, 2024.

3. AMENDMENT.

This original Contract is amended to include the following:

During the Term, beginning in the 2023 calendar year AEG will book and produce up to ~~fifteen (15)~~ **twenty (20)** Music Events per calendar year (inclusive of AEG co-promoted Music Events). Additional dates must be approved by City and are subject to current Pavilion community (nonprofit) venue rental rate in addition to the \$2 ticket rebate per City's AXS Ticketing agreement.

The annual rental fees have increased. The new annual fee is \$80,000 per contract year for the remainder of the contract term, through Dec. 31 2025.

4. COMPENSATION.

For each calendar year of the remaining term, the Facility Rental Fee will be in the amount of **EIGHTY THOUSAND DOLLARS (\$80,000)**, which will be paid to the City in quarterly payments through-out the term, with the last payment for each calendar year made within thirty (30) days after the last Music Event for that calendar year.

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

AEG Presents NW, LLC

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

23-217



< Business Lookup

License Information:

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

Entity name: AEG LIVE LLC

Business name: AEG LIVE LLC

Entity type: [Limited Liability Company](#)

UBI #: 602-638-221

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1518 1ST AVE S
STE 300
SEATTLE WA 98134-2082

Mailing address: 1518 1ST AVE S
STE 300
SEATTLE WA 98134-2082



Excise tax and reseller permit status:

Click here

Secretary of State status:

Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	065974			Active		Jun-21-2019
Spokane General Business - Non-Resident				Active	Aug-31-2024	Jun-21-2019

Governing People

May include governing people not registered with Secretary of State

Governing people	Title
BECKERMAN, DANIEL	
LEIWEKE, TIMOTHY J	
MISERENDINO, THOMAS	
PHILLIPS, BRANDON K	
WEBKING, FREDERICK W	



The Business Lookup information is updated nightly. Search date and time:
11/2/2023 10:48:04 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)

4/3/23

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

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

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 Attn: Denver.certrequest@marsh.com CN102108752-NEW-COD2-21-22	CONTACT NAME: Jason Williams PHONE (A/C, No. Ext): 720-333-8556 E-MAIL ADDRESS: Jason.A.Williams@marsh.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Starr Indemnity & Liability Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 38318
--	--	------------------------

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		1000100043231	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1000692454231	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	100 0004053 (AOS) 100 0004052 (FL,MA,CT,AK) 100 0004057 (WI) "See additional page"	03/01/2023 03/01/2023 03/01/2023	03/01/2024 03/01/2024 03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Event: All AEG Presents NW, LLC (f/s/o Showbox Presents) events @ The City of Spokane

Date: 04.03.2023-03.01.2024

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE EVENT AND DATE LISTED ABOVE ON THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA POLICIES IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IF REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS. COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY POLICY SHALL BE PRIMARY AND NONCONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT. COVERAGE INCLUDES LOAD-IN AND LOAD-OUT.

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
of Marsh USA Inc.

Jon Lindstrom

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION (CONTINUED):

INSURER: Starr Indemnity & Liability Company

POLICY NUMBER: 100 0004054 (AZ,IA,NJ,NC,TX,VT)

INSURER: Starr Specialty Insurance Company

POLICY NUMBER: 100 0004055 (CA)

POLICY NUMBER: 100 0004056 (NY)

EFFECTIVE DATE: 3/01/2023

EXPIRATION DATE: 3/01/2024

PER STATUTE

LIMITS:

E.L. EACH ACCIDENT: \$1,000,000

E.L. DISEASE - EA EMPLOYEE: \$1,000,000

E.L. DISEASE - POLICY LIMIT: \$1,000,000

CERTIFICATE HOLDER CONTINUED:

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee Committee meeting date: November 6, 2023		
Requester	Amy Lindsey Phone number: 509-209-6956		
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to adopted plan)	Revenue sources and funding	Master Plan Priority Tier: (pg. 171-175)	Rental Agreement
Item title: (Use exact language noted on the agenda)	Riverfront Park - Rayce Rudeen Foundation Event Agreement		
Begin/end dates	Begins: 07/15/2019	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525
Background/history: Riverfront Spokane provided the Rayce Rudeen Foundation with ticketing services per Riverfront Spokane's AXS Ticketing master service agreement. This event agreement will allow for the distribution of \$82,170 in ticketing funds collected for admission to the S.A.F.E Fall Festival at the Spokane Pavilion on October 7, 2023.			
Motion wording: Move to approve Riverfront Park - Rayce Rudeen Foundation Event Agreement			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Rayce Runden Foundation Name: Marsha Malsom Email address: marsha@raycerudeen.org Phone: 425-466-5479			
Distribution: jmoog@spokanecity.org Parks – Accounting Parks – Sarah Deatrich Requester: Amy Lindsey Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$82,170 Budget code: 1400-76120-36240-54341			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



CITY OF SPOKANE
PARKS AND RECREATION

RIVERFRONT PARK EVENT AGREEMENT

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **RAYCE RUDEEN FOUNDATION** a non-profit organization, whose address is 24201 East Knox Lane, Liberty Lake, Washington 99019, as ("Licensee"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The City will provide use of Riverfront Park for Licensee's S.A.F.E. Fall Festival October 6 - 8, 2023, in accordance with the Riverfront Park Use Agreement attached as Exhibit B.
2. **CONTRACT TERMS.** The Contract shall begin October 1, 2023, and run through November 30, 2023, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** The City Shall pay Licensee a maximum amount not to exceed **EIGHTY TWO THOUSAND AND ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$82,170.00)**, plus applicable tax, for everything furnished and done under this Contract The Licensee shall pay all expenses and applicable tax prior to the City remitting proceeds from sale of tickets to Event. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Licensee shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. Payment will be made via direct deposit/ACH within forty-five (45) days after receipt of the Licensee's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Licensee and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Licensee for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Licensee shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Licensee's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Licensee or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Licensee shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Licensee's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Licensee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Licensee shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Licensee's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Licensee to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of

the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Licensee's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Licensee, its agents or employees. The Licensee specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Licensee's own employees against the City and, solely for the purpose of this indemnification and defense, the Licensee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Licensee recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Licensee shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Licensee agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Licensee.

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

17. AUDIT / RECORDS. The Licensee and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Licensee and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Licensee's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Licensee's materials or information and the City determines there are exemptions only the Licensee can assert, City will endeavor to give Licensee notice. Licensee, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Licensee does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

RAYCE RUDEEN FOUNDATION

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certification Regarding Debarment
Exhibit B – Riverfront Park Use Agreement

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B



RIVERFRONT PARK USE AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as ("City"), and Rayce Rudeen Foundation, as ("Licensee"), a nonprofit organization, whose principal place of business is located at 24201 E. Knox Ln., Liberty Lake, WA 99019. The City and Licensee are collectively referred to as "the parties." Multiple-year agreements are subject to annual review by the City and Licensee. This document, with attachments, comprises the complete agreement between the parties. The parties agree as follows:

1. **EVENT.** The event is described as follows *Rayce Rudeen Foundation - S.A.F.E. Fall Festival* and shall be referred hereafter as "the Event."
2. **PREMISES.** The City grants the Licensee a non-exclusive revocable license to use specific area(s) and facilities ("Premises") of Riverfront Park located at 507 North Howard Street, Spokane, Washington, for the above-identified event: The premises are highlighted on the attached Exhibit "B" Premises Use Map and referred to as *Clock Tower Meadow, Entire Pavilion*.

3. USE DATE(S)						
Date	Time	Room	Usage			
10/6/2023	All Day	Clock Tower Meadow	Load In			
	All Day	Entire Pavilion	Load In			
10/7/2023	All Day	Clock Tower Meadow	Event Day			
	All Day	Entire Pavilion	Event Day			
10/8/2023	All Day	Clock Tower Meadow	Load Out			
	All Day	Entire Pavilion	Load Out			
4. RENTAL FEES						
Date	Time	Room	Usage	Price	Discount	Subtotal
10/6/2023	All Day	Clock Tower Meadow	Rayce Rudeen Foundation - S.A.F.E. Fall Festival	\$650.00	\$0.00	\$650.00
10/8/2023	All Day	Clock Tower Meadow	Load Out	\$650.00	\$0.00	\$650.00
10/7/2023	All Day	Clock Tower Meadow	Event Day	\$1,200.00	\$360.00	\$840.00
10/8/2023	All Day	Entire Pavilion	Load Out	\$0.00	\$0.00	\$0.00
10/7/2023	All Day	Entire Pavilion	Event Day	\$7,500.00*	\$2,250.00	\$5,250.00
10/6/2023	All Day	Entire Pavilion	Load In	\$0.00	\$0.00	\$0.00
Subtotal						\$10,000.00
Discounts						\$2,610.00
Tax						\$0.00
Rental Total						\$7,390.00

5. EVENT FEES					
Events					
Time	Item/Title	Qty/Price	Subtotal	Discounts	Total
	20yd Dumpster	1 Each @ \$450.00/Each	\$450.00	\$0.00	\$450.00
	6' Construction Fence	180 Each @ \$15.00/Each	\$2,700.00	\$0.00	\$2,700.00
	Electrical Inspection	1 Each @ \$125.00/Each	\$125.00	\$0.00	\$125.00
	Stage Transport Fee	1 Each @ \$1,200.00/Each	\$1,200.00	\$0.00	\$1,200.00
Department Totals					
	Department		Subtotal	Discounts	Disc Subtotal
	Events		\$4,475.00	\$0.00	\$4,475.00
Totals					
	Event Charges				\$14,475.00
	Less Discounts				\$2,610.00
	Subtotal				\$11,865.00
	TOTAL				\$11,865.00

6. ADDITIONAL CHARGES. Additional items used and not detailed above will be added to final Event charges invoice.

7. TAXES. The Licensee understands all paid admission events held at the Premises are subject to city and state admission taxes. The Licensee agrees to pay these and all other taxes imposed in connection with its Event.

8. SECURITY DEPOSIT. The Licensee shall pay a refundable security deposit of 25% to the City of: **\$2,966.25** for the use of the Premises, payable by **10/2/2023** via certified check or other form acceptable to the City within sixty (60) days from event. The deposit shall be held by the City, without interest accruing, as a security deposit to secure full performance of the Licensee's obligations under this Agreement, including payment of use fees against potential damages to the Premises, incidental expenses, and liquidated damages, as appropriate.

9. LIQUIDATED DAMAGES. If the Licensee cancels the event, or if the City reasonably deems itself insecure because of the Licensee's apparent or actual inability to perform the Agreement as fully promised, the City may declare a default, and the Licensee shall pay to the City of Spokane, a sum of **\$11,865.00** as liquidated damages for the loss of use fees. The City may apply the security deposit (if applicable) against the above sums. The parties agree that the damages, for the City's loss of use fees are difficult to ascertain or predict. Thus, the above set forth amount of liquidated damages is a reasonable estimate of the damages which would actually be suffered by the City for the loss of use fees. This remedy is in addition to all other remedies available in contract or law.

10. MINIMUM SUPPORT PERSONNEL. The Licensee agrees to employ at its sole expense and liability, the minimum security, admission, and support personnel as necessary to assure the safety of the participants,

patrons, and Premises.

11. NOTIFICATION TO PARTICIPANTS OR PARENTS OR GUARDIANS OF MINOR PARTICIPANTS

Licensee is required by this Agreement to provide minors and parents of minors with notice that Licensee is not part of the City, is not an agent of the City, and is, other than by the express terms of this Agreement, not in any way affiliated with the City. The activities and services offered by Licensee are not the activities or services of the City.

12. FOOD AND BEVERAGE EXCLUSIVITY.

Levy Hospitality is the exclusive service provider for concession food and beverage operations, alcohol sales and service and catering at the U.S. Pavilion, Loeff Carrousel and Numerica Skate Ribbon and SkyRide. Additionally, Levy Hospitality is the exclusive service provider for catering services in Riverfront Spokane outdoor venues. Licensee and Licensee vendors will follow City's process and procedure for procuring and selling City's exclusive beverage partner products, which will be provided by Swire Coca-Cola. The exceptions is juice made from fresh squeezed fruit and fresh drip coffee & tea.

13. CONCESSION. Levy Hospitality our exclusive service provider for all concessions, catering and alcohol services within the US Pavilion, Loeff Carrousel, Numerica Skate Ribbon and all catering in Riverfront park private outdoor rental spaces.

14. TICKETING

A. Ticketing Sales Rights. City and AXS shall serve as the sole and exclusive provider of primary and resale ticketing software sales and services with respect to all events, free or paid, at Riverfront Park and associated Venues. AXS shall have the sole and exclusive right to sell all tickets via any means in connection with all Events. In connection with the sale, resale or issuance of tickets, Event Organizer/Licensee will not endorse, support, integrate with, promote, receive revenue or any other compensation from or authorize the use of, any third party internet sign related to the sale of tickets, ticketing company, or software system related to the sale of tickets for Events. Service fees will apply per City of Spokane – AXS Ticketing master service agreement and will be outlined in the associated Use Agreement fees.

B. Ticket Proceeds. AXS shall collect all proceeds from the sale of tickets to Events make on AXS channels via AXS's merchant accounts and deposit all such proceeds, including any applicable sales taxes, into an account managed by AXS, and shall be entitled to deduct any credit card processing fees or other fees due to AXS from Event Organizer/Licensee prior to disbursing the Client Fee and the remaining net ticket proceeds to the City. AXS will provide City/Licensee with access to reports summarizing all applicable account activity. The City will then remit any remaining ticketing proceeds to Licensee, minus Convenience Fees.

15. EVENT RESPONSIBILITIES

A. The Licensee is solely responsible for planning, organizing, promoting, and implementing all aspects of the Event on the Premises.

B. The Licensee shall comply with all federal, state and local laws, including the rules and regulations of the City of Spokane Parks and Recreation Department.

C. The Licensee agrees to comply with the Terms and Conditions for all Public and Private Special Uses as outlined in the attached Exhibit "A" for current Riverfront Park Special Use Information.

D. The Licensee shall provide necessary facility infrastructure equipment and/or services such as: tables, benches, fencing, staging, sound and lights, health and safety mandated equipment or services, canopies, alternative power sources installed by a certified electrician, portable restrooms, security and other to be determined event logistics. Licensee is solely responsible for ensuring that all equipment and infrastructure is in good working condition and utilizing the equipment in a safe manner, as per oral or written instructions provided by the manufacturer

E. The Licensee shall comply with all City approved methods of securing temporary event structures and equipment.

F. The Licensee and the City each have the right to hang and/or display mutually agreed upon sponsorship logos, signs, banners and other promotional materials on the Premises in mutually agreeable locations.

G. To the extent the Licensee elects to utilize its own overnight and event security on the Premises, the Licensee is solely responsible for these costs.

H. Licensee food vendors shall sell exclusively Swire Coca-Cola branded products procured from City as sole source supplier per Riverfront Park Terms of Use.

I. The City shall insure that existing electrical outlets are operational and functional on the Premises. The Licensee will not be charged for electrical use. To the extent the Licensee elects to utilize electrical support greater than that provided by the City through its existing electrical outlets on the Premises, the Licensee is solely responsible for any and all additional electrical support costs.

J. The Licensee will provide the City with a site map (Exhibit "C") showing the exact location of all event elements 7 days prior to move in. The Licensee and City will mutually agree on the final site layout 7 days prior to move in.

K. The City and Licensee will exchange contact information to be used during event dates to insure compliance with the terms of this Agreement.

16. CARE OF THE PREMISES. Licensee has inspected the Premises, accepts its condition and agrees that there are no repairs, changes, or modifications to be made to the Premises by the City to accommodate

Licensee's intended use of the Premises. Licensee accepts the Premises "as is," subject to all existing liens, encumbrances and other matters of record and all zoning and building regulations which affect the Premises. Licensee acknowledges that the City, its agents, officers, or employees have not made any representations or warranty with respect to the Premises or the suitability for Licensee's intended use and that no representations or warranty have been made as to the state of construction or repair of the Premises.

Licensee shall not cause or permit anything to be done to injure, mark, or in any manner deface the Premises or any equipment located on the Premises. Licensee shall keep the Premises and facilities clean and safe from damage. In the event of damage to the Premises or equipment, the Licensee shall pay to the City, on demand, the sums needed to fully restore the Premises or equipment, or repair the damage. The damage shall include crowd damage as a result of failure to maintain order, and / or failure to have a sufficient security force in place necessary to maintain order.

17. LIABILITY. Licensee shall indemnify, defend, and hold the City and the City's lessees of the Premises harmless from all claims arising from Licensee's use of the Premises or the conduct of Licensee's activities, or from any activity, work or thing done, permitted or suffered by Licensee in or about the Premises. Licensee shall further indemnify, defend, and hold the City harmless from all claims, liabilities, costs, attorneys' fees and expenses arising from any breach or default in the performance of any obligation to be performed by Licensee under the terms of this License Agreement, or arising from any act or omission of Licensee or of its agents, employees, or invitees. Licensee specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by Licensee's own employees against the City and, solely for the purpose of this indemnification and defense, Licensee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Licensee recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. In case any action or proceeding is brought against the City by reason of any claim, Licensee, upon notice from the City, shall defend the same at Licensee's expense, by counsel approved in writing by the City. Licensee, as a material part of the consideration to the City, hereby assumes all risk of and waives any claims Licensee might have in respect to the damage to property or injury to persons in, upon or about the Premises from any cause whatsoever, except that which is caused by the City's sole negligence.

Neither the City nor any officer, agent or employee of the City will be liable to Licensee, or its partners, directors, officers, contractors, agents, employees, guests, invitees, or licensees, for any loss, injury, or damage to Licensee or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless solely caused by or solely resulting from the sole negligence or willful misconduct of the City or its employees in the operation or maintenance of the Premises without contributory negligence on the part of the Licensee or any of its licensees, or its or their employees, agents, or contractors, or any other lessees or occupants of the Premises. Furthermore, neither the City, nor any officer, agent or employee of the City will be liable (i) for any such damage caused by other lessees or persons in or about the Premises, or caused by quasi-public work; or (ii) for consequential damages arising out of any loss of the use of the

Premises or any equipment or facilities therein, by Licensee or any persons claiming through or under Licensee. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

Licensee shall require each participant, or the parent/guardian of a minor participant, to execute a waiver indemnifying, releasing, and holding harmless the Licensee and the City from any and all claims arising from any loss, liability, damage, death or injury to any person or property, from any act or omission of the Licensee and the City, their officers, elected officials, employees, agents, participants or subcontractors arising directly or indirectly as a result of the activities and services provided by the Licensee and the City.

18. **INSURANCE.** During all times relevant to this License Agreement, Licensee shall maintain in force at its own expense, each insurance noted below.

A. Worker's Compensation insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;

B. General Liability insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence and aggregate for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Company's services to be provided under this Agreement; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Licensee or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Licensee shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Licensee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

19. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Licensee agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Licensee.

20. **AGREEMENT SUSPENDED.** In the event of impossibility or impracticality of the event/activity because the Premises or any part is destroyed or damaged or rendered unfit for occupancy or in case of emergency or

strike, this Agreement shall at the option of the City be suspended and the City shall return to the Licensee any advance payment without further liability or obligation. The Licensee waives all rights of actions against the City for loss of use of the Premises, including consequential losses, due to fire or other hazards, however caused.

21. ASSIGNMENT. This Agreement is not assignable without prior written approval of the City, which shall not be unreasonably withheld.

22. SEVERABILITY / NON-WAIVER. The illegality or unenforceability of any of the provisions of this Agreement shall not render the remainder unenforceable. Waiver by the City of any provision of this Agreement in any specific circumstance shall not be deemed a waiver in any subsequent circumstance.

23. FORCE MAJEURE EVENT. In the event either Party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such Party and the other Party shall have no right to seek damages or terminate this Agreement. As used herein, the term "Force Majeure Event" shall mean the occurrence of an event outside the reasonable control of the applicable Party such as an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; pandemic; substantial interruption in, or substantial delay or failure of, technical facilities; artist illness, incapacity or death; accident; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.

24. CANCELLATION. A refund of the Venue Deposit shall be made only if (a) Licensee is not in default under, and has otherwise complied with the terms and conditions of, the Use Agreement and (b) written notice of the cancellation is received by Riverfront Park at least sixty (60) days prior to the actual date of the event. Cancellations received fifty nine (59) days or less prior to the actual date of the event shall result in the forfeiture of the Venue Deposit paid, and in the event that payment of the Venue Deposit has not yet been made to Riverfront Park, the Venue Deposit shall nonetheless be immediately due and payable to Riverfront Park. Cancellations due to smoke: Riverfront Park will allow for venue rental cancellations with a full refund if the air quality index is in the Unhealthy – Hazardous (151 - 500) range.

23. CONTRACT DOCUMENTS. This Agreement, with attachments including but not limited to provisions in Exhibit "A" (Riverfront Park Terms and Conditions for All Public and Private Special Uses), comprises the complete understanding between the parties. To the extent terms vary or are in conflict between this document and Exhibit A, the terms of this agreement govern.

LICENSEE: RAYCE RUNDEEN FOUNDATION

Dated: _____

Approved: _____

Riverfront Park Director

By: _____

Marsha Malsam CEO

Name Printed: _____

Title: _____

Email: _____

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

Dated: _____

Attest: _____

City Clerk

By: _____

Director

Approved as to form: _____

Assistant City Attorney

- Attachments which are a part of this Agreement:
- Exhibit "A" Riverfront Park Terms and Conditions for All Public and Private Special Uses
 - Exhibit "B" Premises Use Venue Map
 - Exhibit "C" Certificate of Insurance (COI)

EXHIBIT A
TERMS AND CONDITIONS FOR RIVERFRONT PARK – PUBLIC AND PRIVATE EVENTS

This statement of Terms and Conditions relates to the non-exclusive revocable license to use specific area(s) and facilities ("Premises") of Riverfront Park located at 507 North Howard Street, Spokane, Washington 99201, for the subject event between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as "The City," and the party identified on the associated Riverfront Park Use Agreement or Group Reservation Contract, hereinafter referred to as "Licensee." To the extent terms vary or are in conflict between this document and the Riverfront Park Use Agreement or contract, if applicable, the terms of the Riverfront Park Use Agreement or contract shall govern.

EVENTS IN RIVERFRONT PARK

These Terms and Conditions apply to all special uses which are staged within the boundaries of Riverfront Park, or have impact upon its property and/or facilities. It is the sole responsibility of Licensee to ensure participants have knowledge of and are in compliance with the following Terms and Conditions.

LAWS, RULES, & REGULATIONS

Licensee may use the Premises during such times and for the purposes set forth in the associated Use Agreement or Group Reservation Contract and at no other time and for no other purpose without the City's prior written consent. Licensee shall comply with all Laws applicable to Licensee, the Premises, this License Agreement and Licensee's activities and obligations hereunder, and shall have the sole responsibility for costs, fees, or expenses associated with such compliance. As used herein, the term "Laws" shall mean any and all statutes, laws, ordinances, codes, rules or regulations or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over Licensee, the Premises, this License Agreement, and/or Licensee's obligations under this License Agreement. If any governmental license or permit is required or

desirable for the proper and lawful conduct of Licensee's activities in or on the Premises, or if the failure to secure such a license or permit might in any way affect the City, then Licensee, at Licensee's sole cost and expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by the City. Licensee, at Licensee's sole cost and expense, shall at all times comply with the requirements of each such license or permit.

CONDITION OF PREMISES

Licensee has inspected the Premises, accepts its condition and agrees that there are no repairs, changes, or modifications to be made to the Premises by the City to accommodate Licensee's intended use of the Premises. Licensee accepts the Premises "as is," subject to all existing liens, encumbrances and other matters of record and all zoning and building regulations which affect the Premises. Licensee acknowledges that the City, its agents, officers or employees have not made any representations or warranty with respect to the Premises or the suitability for Licensee's intended use and that no representations or warranty have been made as to the state of construction or repair of the Premises.

SITE PLAN

Depending on the nature of the event, a site plan may be required. If an activity interferes with normal park operations or requires special arrangements, including, but not limited to additional power, potable water, fencing, vendor information booths, tents, canopies, stages, air inflated balloon or characters, first-aid stations, lost & found areas, portable restrooms, vehicles on site, temporary concession booths, beverage gardens and/or temporary reduction of irrigation park grounds, or additional on-site signs or banners, a site plan will be required. All canopies, tents, inflatables and other similar structures MUST be secured by weights. NO STAKES ALLOWED. A site plan must show the

Updated March 2023

locations of all elements of the activity. This plan may need the approval of other city and county departments and/or agencies. The City always retains the right to alter site plans if, in the opinion of park management, certain grounds/facility conditions cannot support the special use as planned or if the set up interferes with normal park operations.

RUNS, WALK, & RACES

The City reserves the right to change the routes of runs/walks/races if, at the discretion of the City, the route interferes with normal park operations, raises public safety concerns or the turf conditions cannot support the event. Participants must stay on pathways in the park. The City encourages the use of cones, free standing signage, and volunteers to make sure participants stay on course. Signs are not allowed to be nailed, stapled, or bungee corded to trees, buildings, light poles, or road signs, and/or stakes driven into the ground, and/or the marking of any pavement or hard surface. Any marking used to designate the route must be removed at the conclusion of the event.

VEHICLES IN THE PARK

Private vehicles are not allowed in Riverfront Park without a valid vehicle permit. Vehicle permits may be obtained by contacting your event manager. All vehicles related to an event must have a vehicle permit displayed in the front window when on park property. Proof of insurance may be requested before vehicle permits are issued. Vehicles may not remain on Riverfront Park grounds during an event unless stated on an approved facility use agreement and vehicle permit. To remain on site a vehicle must: 1) have a vehicle permit in front window; 2) be shown on the site plan; and 3) must not interfere with normal park operations. A \$25.00 fee will be issued to vehicles found on park grounds without proper vehicle permits or if the vehicle is located in an unauthorized location. Vehicles may also be impounded at the owner's expense. All damages to park grounds or facilities that have been caused by vehicles will be billed directly to Licensee.

INSURANCE REQUIREMENTS

For public and private events with over 200 attendees, a Certificate of Insurance (COI) will be required before a final permit is approved. The Licensee is required to provide a COI which shows \$1 million in worker's compensation, general liability insurance, and automobile insurance and a policy endorsement which names the City of Spokane (808 W. Spokane Falls Blvd., Spokane, WA 99201) as additional insured.

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;

B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this Agreement; and C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish an acceptable Certificate of Insurance (COI) to the City at the time the Consultant returns the signed Agreement.

FOOD & BEVERAGE EXCLUSIVITY

Riverfront Park has an exclusive service provider for select concession food and beverage operations, alcohol sales and service and catering at the U.S. Pavilion, Loeff Carrousel and Numerica Skate Ribbon and SkyRide.

Updated March 2023

BEVERAGE SALES

Riverfront Spokane is the exclusive provider of all non-alcoholic beverages in Riverfront Park. Non-alcoholic beverage sales and/or sampling may not occur without written approval by Park management.

ALCOHOL POLICY

The procurement and distribution of alcoholic beverages within Riverfront Spokane outdoor venues is subject to review and approval of Riverfront management and the Washington State Liquor and Cannabis Board (WSLCB). Licensees must be granted a permit through the WSLCB that must be displayed on premise throughout the duration of the special event. Additionally, licensee must obtain a special event permit through the Spokane Fire Department and work collaboratively with park management and rangers on security plans to ensure proper public safety protocols are implemented.

TOBACCO-FREE PARK ZONES POLICY

In September 2009, the Spokane Parks and Recreation Board established a Tobacco-Free Zones policy for Spokane Parks and Recreation Areas and Facilities. This policy requires that tobacco-free zones be established at large public events conducted in Parks and Recreation areas and/or facilities. Rules of procedure include, but are not limited to the following: 1) tobacco-free zones areas are established where children recreate such as playgrounds, swimming pools, splash pads, picnic shelters, park restrooms, skate parks, formal gardens, etc.; 2) a current list of community events where tobacco use will be restricted is available through the Riverfront Park Special Events coordinator (other events may be added as appropriate); 3) the Spokane Parks and Recreation Department will provide and install standardized tobacco-free one signs when required; 4) temporary event signage will be the responsibility of the event licensee; 5) the promotion of tobacco based products is prohibited at all park properties and events conducted on park property; 6) each and every request for an event permit will require a review

of the Tobacco policy with the user group; and 7) enforcement of this policy will be self-directed and by peer pressure influence. Voluntary compliance will be encouraged through signage, educational material and public information releases. The entire Tobacco-Free Zone Policy is available through the Riverfront Park events office.

GARBAGE, WASTE WATER, & GARABGE DISPOSAL

Site plans must include plans for the disposal of excess garbage or other waste directly related to the event. Storm drains, man holes, restrooms, grass/shrubbery or the river are not to be used for this disposal. Proper disposal methods will be strictly enforced. Licensee will be charged for disposal of waste or any damage which occurs as a result of improper disposal.

PERSONNEL & EQUIPMENT

Depending on the nature of the event, extra services, including security personnel or additional equipment may be required. The cost will be paid by the licensee. All extra services must be requested no later than 21 working days prior to the event. If available, extra services/equipment requested less than 10 days prior to the event will be charged at twice the regular rate.

RESTROOMS

While many areas of Riverfront Park are equipped with restroom facilities, these may not be adequate for large events. The County Health Department advises to have one (1) portable restroom for every 250 people. The number and location of portable restrooms will be determined by the Park's Event Manager. Five percent (5%) of all portable rest rooms must be ADA approved. Licensee is solely responsible for the expense of portable restroom(s).

MUSIC/PUBLIC ADDRESS SYSTEMS/NOISE ORDINANCE

P.A. systems cannot be used after 10:00 p.m. unless a variance has been granted by the City of Spokane Code Enforcement office and Riverfront

Updated March 2023

Park management. The City retains the right to control the P.A. volume. When music or a public address system is necessary for a special use activity, manager approval is necessary and the licensee is responsible to: 1) get proper approval from the Park and City of Spokane Code Enforcement office; 2) use professional audio / stage technicians; 3) adhere to "start/end" times; 4) ensure the use of approved staging; 5) provide all extra services and equipment as necessary; and 6) inappropriate language or actions may result in the privilege being revoked.

PUBLIC ACCESS/GREEN SPACE

It is the desire of the City to maintain free public access to Riverfront Park facilities and grounds. However, under certain circumstances, restricting public access to park facilities and areas may be allowed. It is the licensee's responsibility to provide appropriate signs directing the public to alternate pathways away from any limited access areas. Spokane Parks and Recreation Department desires to maintain all city parks as open green spaces. To accomplish this, Riverfront Park may have limited scheduling to allow time for re-seeding, watering and growing time. Scheduling shall reflect a policy to minimize impact and maximize renovation and growing time.

NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Licensee agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Licensee.

DAMAGES

Licensee shall not cause or permit anything to be done to injure, mark, or in any manner deface the Premises or any equipment located on the Premises. Licensee shall keep the Premises and facilities clean and safe from damage. In the event of damage to the Premises or equipment, the Licensee shall pay to the City, on demand, the sums needed to fully restore the Premises or equipment, or repair the damage. The damage shall include crowd damage as a result of failure to maintain order, and / or failure to have a sufficient security force in place necessary to maintain order.

AGREEMENT SUSPENDED

In the event of impossibility or impracticality of the event/activity because the Premises or any part is destroyed or damaged or rendered unfit for occupancy or in case of emergency or strike, this Agreement shall at the option of the City be suspended and the City shall return to the Licensee any advance payment without further liability or obligation. The Licensee waives all rights of actions against the City for loss of use of the Premises, including consequential losses, due to fire or other hazards, however caused.

APPEALS

All restrictions, conditions and fees, or the denial of a permit may be appealed to the Riverfront Park Director or designee. Appeals must be at least thirty (30) days in advance of the activity and must be in writing. The name, address and phone number of the applicant; name of the activity, a description of the proposed activity, date of the requested usage and the nature of the appeal must all be on the appeal request. Your park representative will make every attempt to be in contact with you within 10 working days with the results of the appeals process.

INDEMNIFICATION

Licensee shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury

Updated March 2023

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

CONTRACT DOCUMENTS

This statement of Terms and Conditions and the Licensee's associated Use Agreement or Group Reservation Contract comprise the complete understanding between the parties.

Updated March 2023

Spokane Park Board

Briefing Paper



Committee	Golf			Committee meeting date: Nov. 7th 2023
Requester	Mark Poirier		Phone number: 509.625.4653	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Maintain and Care	Master Plan Priority Tier: (pg. 171-175)	First	
Item title: (Use exact language noted on the agenda)	Toro Company equipment purchase through Turfstar d.b.a. Western Equipment Distributors (4 pieces) with monthly payments amortized over a 5 year lease to own agreement. (\$366,912.25 plus interest & fees)			
Begin/end dates	Begins: 12/01/2023		Ends: 12/01/2028	<input type="checkbox"/> 06/01/2525
Background/history: Golf is seeking the purchase of 4 pieces of turf machinery (large mowers) which include: (3) Toro Groundmaster 4500 (rough cutting units) (1) Toro Reelmaster 5510-D (fairway cutting unit) These 4 pieces of new machinery will replace our existing fatigued equipment, respectively, that is currently well past their life expectancy, difficult to maintain, and require frequent and costly repairs to stay in service. These older pieces are also beginning to impact consistent turf conditions and overall customer experience. This purchase will require a monthly installment of \$7,194.54 for a 5-year term once equipment is delivered. Items to be purchased through Turfstar d.b.a. Western Equipment Distributors in Spokane, the sole source of Toro equipment in the State of Washington with Omnia Partners/National IPA State contract pricing. Procurement of these pieces of equipment is also subject for approval from City's CFO.				
Motion wording: To approve the Toro Company equipment purchase through Turfstar d.b.a. Western Equipment Distributors (4 pieces) with monthly payments amortized over a 5 year lease to own agreement. (\$366,912.25 plus interest & fees)				
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
Distribution: _____ Purchasing Thea Prince Parks – Accounting Parks – Sarah Deatrich Requester: Mark Poirier Grant Management Department/Name: _____				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$366,912.25 plus interest & fees Budget code: Golf Capital 4600-55100-94000-56203				
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 603-059-455 Business license expiration date: 11/30/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				

ORIGIN ID: GPZA (952) 656-7464 MICHELLE GRANICH THE HUNTINGTON NATIONAL BANK 11100 WAYZATA BLVD STE 700 MINNETONKA, MN 55305 UNITED STATES US		SHIP DATE: 25OCT23 ACTWGT: 1.00 LB CAD: 253632737/INET4660
TO MICHELLE GRANICH THE HUNTINGTON NATIONAL BANK 11100 WAYZATA BLVD STE 700 MINNETONKA MN 55305 (952) 656-7464 INV: REF: 614325 PO: DEPT: POC180		BILL SENDER
 		
TRK# 7738 6744 1199 0201	THU - 26 OCT 10:30A PRIORITY OVERNIGHT	
78 GPZA MN-US 55305 MSP		

583J1/BC8B9AE3

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



City of Spokane
808 W Spokane Falls Blvd, 5th Floor City Hall
Spokane, WA 99201

RE: Schedule No. 008-0676522-309 to Master Equipment Lease Purchase Agreement Number 676522L

Dear Sir or Madam:

Thank you for choosing The Huntington National Bank for your capital equipment financing needs! Enclosed are the lease documents necessary to close the above mentioned transaction. The purpose of this letter is to provide you with step-by-step instructions as to what is required with respect to each document. At any time, if you have any questions, please don't hesitate to contact **Michelle Granich at (614) 331-1892** for assistance. A return FedEx air bill is provided for your convenience.

<u>Document</u>	<u>Action Required</u>
• Master Equipment Lease Purchase Agreement	Authorized Signature of Lessee and Clerk or Secretary of Lessee; <u>Clerk or Secretary signature must be someone other than the person providing Authorized Signature of Lessee</u>
• Schedule of Equipment No. 008-0676522-309	Authorized Signature of Lessee
• Attachment 1 to Schedule - Equipment Description	Authorized Signature of Lessee
• Attachment 2 to Schedule - Payment Schedule	Authorized Signature of Lessee
• Lessee's Closing Certificate	Complete all blanks for Titles, Dates and Specimen Signatures of Authorized Signors; Provide contact information for invoicing and 8038
• Lessee's Payment Instructions and Acceptance Certificate	Authorized Signature of Lessee and Date <u>upon Equipment Acceptance</u>
• Essential Use Certificate	Please provide the requested information and obtain Authorized Signature of Lessee
• Insurance Coverage Requirements	Authorized Signature of Lessee; please also provide the name and contact information for your property and liability insurance carrier(s)
• Opinion of Counsel	Opinion Letter must be reproduced in its entirety (with Lessee's legal name replacing the blank space in paragraph one) on Lessee's legal counsel's letterhead and signed by Lessee's legal counsel
• Resolution	Resolution must be certified by an Authorized Signature of Lessee as a copy of resolution adopted by Lessee
• IRS Form 8038	Please consult Lessee's tax or financial professional regarding completion and provide a copy of the filed form
• Escrow Agreement and/or State Rider (if applicable)	Authorized Signature of Lessee, if applicable

➤ **Other Items Needed From Lessee:**



**SCHEDULE OF EQUIPMENT NO. 008-0676522-309 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 676522L**

The “Agreement”: Schedule of Equipment No. 008-0676522-309 dated October 25, 2023 (the “Schedule”), to Master Equipment Lease Purchase Agreement No. 676522L dated as of April 22, 2022
“Lessee”
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
“Lessor”
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Agreement.

2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

4. Representations, Warranties and Covenants of Lessee.

(a) Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.

(b) Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since the date of the most recent audited financial statements reviewed by Lessor.

(c) Lessee understands and acknowledges that Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee’s agent or municipal advisor; Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Schedule. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Schedule from its own advisors (including as it relates to structure, timing, terms and similar matters).

5. Certification as to Arbitrage and Tax Covenants. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed hereunder, will not be less than the total Principal Portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

6. The Agreement. This Schedule is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

LESSEE SIGNATURE	<u>City of Spokane</u>
	Name of Lessee
	By: _____
	Signature
	Print Name and Title: _____

LESSOR SIGNATURE	<u>The Huntington National Bank</u>
	Name of Lessor
	By: _____
	Signature
	Print Name and Title: _____



Exhibit A

“Contract”: Lease Number 008-0676522-309 dated October 25, 2023
“Lessee”
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
“Lessor”
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

This Exhibit A is attached to and made a part of the Contract referenced above, between the above-referenced Lessor and the above-referenced Lessee. All capitalized terms not otherwise defined in this Exhibit A shall have the meanings assigned in the Contract.

Description and Location of Equipment, Personal Property, Services, and/or Software (the “Collateral”) that is being financed pursuant to the Contract:

Quantity	Description (including features)	Location
1	(3) Toro Groundsmaster 4500	2304 E Mallon Ave Spokane, WA 99202
1	(1) Toro Reelmaster 5510-D SN/VIN 415260345	The Creek at Qualchan Golf Course Spokane, WA 99224

Lessor: The Huntington National Bank

Lessee: City of Spokane

By: _____

By: _____

Title: _____

Garrett Jones, Director
of Parks and Recreation



**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 008-0676522-309 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 676522L**

PAYMENT SCHEDULE

Rental payments will be made in accordance with **Section 4.01** and this Payment Schedule.

LESSOR: The Huntington National Bank

LESSEE: City of Spokane

COMMENCEMENT DATE*: _____

INTEREST RATE: 6.59%

PAYMENT FREQUENCY: Monthly

The first Rental Payment shall be due in arrears on the date that is one month(s) after the Commencement Date, and subsequent Rental Payments shall be due monthly on the same day of each month thereafter until paid in full.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Purchase Option
				366,912.25
1	7,194.54	2,014.96	5,179.58	361,732.67
2	7,194.54	1,986.52	5,208.02	356,524.65
3	7,194.54	1,957.91	5,236.63	351,288.02
4	7,194.54	1,929.16	5,265.38	346,022.64
5	7,194.54	1,900.24	5,294.30	340,728.34
6	7,194.54	1,871.17	5,323.37	335,404.97
7	7,194.54	1,841.93	5,352.61	330,052.36
8	7,194.54	1,812.54	5,382.00	324,670.36
9	7,194.54	1,782.98	5,411.56	319,258.80
10	7,194.54	1,753.26	5,441.28	313,817.52
11	7,194.54	1,723.38	5,471.16	308,346.36
12	7,194.54	1,693.34	5,501.20	302,845.16
13	7,194.54	1,663.12	5,531.42	297,313.74
14	7,194.54	1,632.75	5,561.79	291,751.95
15	7,194.54	1,602.20	5,592.34	286,159.61
16	7,194.54	1,571.49	5,623.05	280,536.56
17	7,194.54	1,540.61	5,653.93	274,882.63
18	7,194.54	1,509.56	5,684.98	269,197.65
19	7,194.54	1,478.34	5,716.20	263,481.45
20	7,194.54	1,446.95	5,747.59	257,733.86
21	7,194.54	1,415.39	5,779.15	251,954.71
22	7,194.54	1,383.65	5,810.89	246,143.82
23	7,194.54	1,351.74	5,842.80	240,301.02
24	7,194.54	1,319.65	5,874.89	234,426.13
25	7,194.54	1,287.39	5,907.15	228,518.98
26	7,194.54	1,254.95	5,939.59	222,579.39
27	7,194.54	1,222.33	5,972.21	216,607.18

28	7,194.54	1,189.53	6,005.01	210,602.17
29	7,194.54	1,156.56	6,037.98	204,564.19
30	7,194.54	1,123.40	6,071.14	198,493.05
31	7,194.54	1,090.06	6,104.48	192,388.57
32	7,194.54	1,056.53	6,138.01	186,250.56
33	7,194.54	1,022.83	6,171.71	180,078.85
34	7,194.54	988.93	6,205.61	173,873.24
35	7,194.54	954.85	6,239.69	167,633.55
36	7,194.54	920.59	6,273.95	161,359.60
37	7,194.54	886.13	6,308.41	155,051.19
38	7,194.54	851.49	6,343.05	148,708.14
39	7,194.54	816.66	6,377.88	142,330.26
40	7,194.54	781.63	6,412.91	135,917.35
41	7,194.54	746.41	6,448.13	129,469.22
42	7,194.54	711.00	6,483.54	122,985.68
43	7,194.54	675.40	6,519.14	116,466.54
44	7,194.54	639.60	6,554.94	109,911.60
45	7,194.54	603.60	6,590.94	103,320.66
46	7,194.54	567.40	6,627.14	96,693.52
47	7,194.54	531.01	6,663.53	90,029.99
48	7,194.54	494.41	6,700.13	83,329.86
49	7,194.54	457.62	6,736.92	76,592.94
50	7,194.54	420.62	6,773.92	69,819.02
51	7,194.54	383.42	6,811.12	63,007.90
52	7,194.54	346.02	6,848.52	56,159.38
53	7,194.54	308.41	6,886.13	49,273.25
54	7,194.54	270.59	6,923.95	42,349.30
55	7,194.54	232.57	6,961.97	35,387.33
56	7,194.54	194.34	7,000.20	28,387.13
57	7,194.54	155.89	7,038.65	21,348.48
58	7,194.54	117.24	7,077.30	14,271.18
59	7,194.54	78.37	7,116.17	7,155.01
60	7,194.54	39.53	7,155.01	0.00
Grand Totals	431,672.40	64,760.15	366,912.25	

Lessee: City of Spokane

By: _____

Garrett Jones, Director
of Parks and Recreation

* Lessee hereby authorizes Lessor to fill in the Commencement Date based on the earlier of the date that Lessor disburses funds to the Vendor of the Equipment following receipt of Lessee's executed acceptance certificate, or the date on which Lessor deposits funds for the purchase of the Equipment with an escrow agent.

**LESSEE'S CLOSING CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 008-0676522-309 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 676522L**

The "Agreement": Schedule of Equipment No. 008-0676522-309 dated October 25, 2023 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 676522L dated as of April 22, 2022
"Lessee"
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

I, the undersigned, the duly appointed, qualified and acting _____ (**Clerk or Secretary**) of the above-captioned Lessee, do hereby certify as of _____, 20____, as follows:

(1) Lessee did, at a meeting of the governing body of Lessee held _____, 20____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related escrow agreement, if any, on its behalf by the following named representatives of Lessee:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(2) The above-named representatives of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) The meeting of the governing body of Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(5) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(7) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(8) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(9) This Agreement is hereby NOT designated as a qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.

(10) The Equipment is located at the following address: The Creek at Qualchan Golf Course, 301 E Meadowlane Rd, Spokane, WA 99224

(11) The Equipment is located in the following county:

(12) The correct billing address for Rental Payments is as follows:

Street Address: _____

Phone: _____

Fax: _____

Email: _____

Attention: _____

(13) The contact information of person responsible for preparing and filing Lessee's Form 8038-G or 8038-GC is as follows:

Name: _____

Street Address: _____

Phone: _____

Fax: _____

Email: _____

(14) Lessee's Tax ID number is: 91-6001280.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of Lessee the day and year first above written.

Signature of Clerk or Secretary

Printed Name of Clerk or Secretary



**LESSEE'S PAYMENT INSTRUCTIONS
AND ACCEPTANCE CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 008-0676522-309 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 676522L**

The "Agreement": Schedule of Equipment No. 008-0676522-309 dated October 25, 2023 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 676522L dated as of April 22, 2022
"Lessee"
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

(1) Lessee has reviewed and approved the invoice(s) referenced in the table below. Pursuant to the Agreement, Lessee hereby irrevocably authorizes and requests Lessor to make payment of the invoice(s) to the vendor(s), licensor(s) or designee(s) of licensor(s) of the Equipment. Lessee agrees that all terms and conditions of the Lease are in full force and effect and Lessee shall make all payments when and as required thereby.

Payee	Invoice Number	Amount
Turf Star Inc/Western Equipment Distributor (T)		\$336,616.74

	Total	\$336,616.74
--	-------	--------------

(2) All of the Equipment has been, or if this Lease includes an escrow agreement, all of the Equipment will be, delivered, installed and accepted, and is located at the following address: The Creek at Qualchan Golf Course, 301 E Meadowlane Rd, Spokane, WA 99224.

(3) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes, except that if this Lease includes an escrow agreement, Lessee will conduct such inspection and/or testing of the Equipment prior to authorizing disbursement from the escrow fund for such Equipment.

(4) Lessee is currently maintaining, or if this Lease includes an escrow agreement, prior to Lessee's receipt of any Equipment, Lessee will maintain, the insurance coverage required by **Section 7.02** of the Agreement.

(5) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(6) We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

(7) The serial number for each item of Equipment that is set forth in the applicable Schedule is correct.

DATED: _____

Lessee: City of Spokane

By: _____

Garrett Jones, Director
of Parks and Recreation



**ESSENTIAL USE CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 008-0676522-309 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 676522L**

October 25, 2023

The “Agreement”: Schedule of Equipment No. 008-0676522-309 dated October 25, 2023 (the “Schedule”), to Master Equipment Lease Purchase Agreement No. 676522L dated as of April 22, 2022
“Lessee”
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
“Lessor”
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

I, _____, a duly elected, appointed, or designated representative of City of Spokane (“Lessee”), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*
2. *What increased capabilities will the Equipment provide?*
3. *Why is the Equipment essential to your ability to deliver governmental services?*
4. *Does the Equipment replace existing equipment?*
(If so, please explain why you are replacing the existing equipment)
5. *Why did you choose this specific Equipment?*
6. *For how many years do you expect to utilize the Equipment?*
7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Lessee: City of Spokane

By: _____

Garrett Jones, Director
of Parks and Recreation



**INSURANCE COVERAGE DISCLOSURE TO
SCHEDULE OF EQUIPMENT NO. 008-0676522-309
TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 676522L**

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Master Equipment Lease Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

to issue: (check to indicate coverage)

 X a. All Risk Physical Damage Insurance on the Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming The Huntington National Bank and/or its assigns as Loss Payee.

Coverage Required: \$366,912.25

 X b. Public Liability Insurance evidenced by a Certificate of Insurance naming The Huntington National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000	per person
\$1,000,000	aggregate bodily injury liability
\$1,000,000	property damage liability.

Proof of insurance coverage will be provided to The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305, prior to the time that the Equipment is delivered to Lessee. Please fax a copy of the Certificate of Insurance or binder to Michelle Granich at (952) 656-0000.

Lessee: City of Spokane

By: _____

Garrett Jones, Director
of Parks and Recreation

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: October 25, 2023

Lessee: City of Spokane
808 W Spokane Falls Blvd, 5th Floor City Hall
Spokane, WA 99201

Lessor: The Huntington National Bank
11100 Wayzata Blvd, Suite 700
Minnetonka, MN 55305

Re: Schedule of Equipment No. 008-0676522-309 to Master Equipment Lease Purchase Agreement No. 676522L, dated as of April 22, 2022, by and between City of Spokane and The Huntington National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Schedule of Equipment No. 008-0676522-309 to Master Equipment Lease-Purchase Agreement described above and the related escrow agreement, if any, and all attachments, exhibits and schedules thereto (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Washington (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is _____.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby. No further approval, consent or withholding of objection is required from any Federal, State or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3.03(a) and (b) of the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by The Huntington National Bank and its successors and assigns.

Very truly yours,

RESOLUTION
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 676522L
AND SCHEDULE NO. 008-0676522-309 THERETO

A resolution authorizing the negotiation, execution, and delivery of Master Equipment Lease Purchase Agreement No. **676522L** dated **April 22, 2022** and Schedule No. **008-0676522-309** thereto, together with the related escrow agreement, if any (the "Lease"), in principal amount not to exceed **\$366,912.25**, between **City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201** and **The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305**; and prescribing other details in connection therewith.

WHEREAS, City of Spokane, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Washington; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Schedule No. 008-0676522-309 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Spokane:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Washington.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20 ____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



Invoice

Date of Invoice: 10/25/2023
Application Number: 516229
Contract Number: 008-0676522-309

To: City of Spokane
808 W Spokane Falls Blvd, 5th Floor City Hall
Spokane, WA 99201

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$0.00	\$0.00		\$0.00
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
Sub Total				\$0.00

Other Fees/Charges

Fee Description	Amount
Documentation Fee	\$250.00
Other Fees/Charges Sub Total	\$250.00

Invoice Total Due

Invoice Total Due	\$250.00
--------------------------	-----------------

**Remit Payment with
Completed Documents to:** 866-465-3149
OR
The Huntington National Bank
11100 Wayzata Blvd, Suite 700
Minnetonka, MN 55305

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19a If bonds are TANs or RANs, check only box 19a	► <input type="checkbox"/>		
b If bonds are BANs, check only box 19b	► <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box	► <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

- | | | |
|------------|--|-----------|
| 35 | | 35 |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► _____ Date _____
Signature of issuer's authorized representative

► _____
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

Instructions for Form 8038-G



Department of the Treasury
Internal Revenue Service

(Rev. September 2018)

Information Return for Tax-Exempt Governmental Bonds

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to [IRS.gov/Form8038G](https://www.irs.gov/Form8038G).

What's New

The Tax Cuts and Jobs Act (P.L. 115-97) repealed the exclusion from gross income for interest on bonds issued to advance refund tax-exempt bonds. The repeal applies to advance refunding bonds issued after 2017. A bond is an advance refunding bond if it is issued more than 90 days before the redemption of the refunded bonds.

The Tax Cuts and Jobs Act also repealed the authority to issue tax-credit bonds and direct-pay bonds. The repeal applies to qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, and qualified school construction bonds issued after 2017. The authority to issue recovery zone economic development bonds and build America bonds expired on January 1, 2011.

Note. The creation of an advance refunding escrow account to advance refund tax-credit bonds and/or direct-pay bonds may result in the reissuance of the bonds and the loss of the tax benefits.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
\$100,000 or more	a separate Form 8038-G for each issue.
less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to [IRS.gov/PDS](https://www.irs.gov/PDS) for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to [IRS.gov/PDSstreetAddresses](https://www.irs.gov/PDSstreetAddresses).



PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You can round off cents to whole dollars. If you do round to whole dollars, you must round all amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or

payments for such property), **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”), or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for

construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1¹/₂% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, “Amended Return Explanation.” Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at [IRS.gov/EIN](https://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do

not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write “None.”

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a “municipal lease.”) Also check this box if real property is directly acquired in exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term “lease” is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write “N/A” in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write “VR” as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write “N/A” in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write “N/A” in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined

in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the “election document.”

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a “deliberate action” after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private

activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the

name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

- The paid preparer must:
- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
 - Enter the preparer information, and
 - Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the

United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [IRS.gov/FormComments](https://www.irs.gov/FormComments).

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.



The Toro Company

8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196
www.thetorocompany.com

October 13, 2022

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201
Attn: Kris Behr, Park Operations Clerk

Dear Ms. Behr,

This letter is to inform you that Turf Star, dba. Western Equipment Distributors, located at 2824 East Garland, Spokane, WA is the sole provider of Toro Commercial turf equipment and parts, and Toro golf course irrigation products for your geographic area.

Turf Star, dba. Western Equipment Distributors would facilitate any pricing request, demonstrations, and delivery for Toro Commercial products for the State of Washington.

If you have any questions regarding this, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Stodola".

Jon Stodola, CSE
Manager, Government Contracts – North America
The Toro Company
(612) 597-3224
Jon.Stodola@toro.com

License Information:

[New search](#) [Back to results](#)**Entity name:** WESTERN EQUIPMENT DISTRIBUTORS, INC.**Business name:** WESTERN EQUIPMENT DISTRIBUTORS**Entity type:** [Profit Corporation](#)**UBI #:** 603-059-455**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 5869 S 194TH ST
STE 102
KENT WA 98032-2142**Mailing address:** 955 BEACON ST
BRE A
BREA CA 92821-2925**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Motor Vehicle Dealer			View Plates	Pending	Sep-30-2024	
Spokane General Business - Non-Resident	T12111866BUS			Active	Nov-30-2023	Oct-15-2012

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

Governing people	Title
GUERRA, JOSEPH	

Registered Trade Names

Registered trade names	Status	First issued
WESTERN EQUIPMENT	Active	Nov-01-2010
WESTERN EQUIPMENT DISTRIBUTORS INC	Active	Nov-01-2010

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 11/2/2023 4:20:55 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



Spokane Park Board

Briefing Paper



Committee	Finance			Committee meeting date: November 7, 2023
Requester	Rich Lentz		Phone number: 509-625-6544	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)	OPR 2023-1082			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goals A-L	Master Plan Priority Tier: (pg. 171-175)	First Tier	
Item title: (Use exact language noted on the agenda)	Parks and Recreation 2024 Proposed Budget Amendments (attached).			
Begin/end dates	Begins: 01/01/2024		Ends: 12/31/2024	<input type="checkbox"/> 06/01/2525
Background/history: A decrease in our Risk Management expense allowed us to allocate those funds towards the Riverfront Park naming rights finder's fee, increase the Parks contribution towards Expo+50 and increase the Parks contribution towards capital improvements. The attached document shows the updated proposed budget for 2024 for Parks and Recreation. The approved golf budget does not need amending.				
Motion wording: Approve the 2024 Parks and Recreation amended budget as proposed (attached).				
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Rich Lentz Grant Management Department/Name: _____				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____				
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>				

2024 Parks and Recreation Budget – Amended Proposal

Parks Fund



	Adopted Budget 2023	Initial 2024 Budget
Operating Revenue		
Program Revenue	\$ 5,746,784	\$ 6,299,687
Operating Transfers	\$ 17,552,439	\$ 19,325,319
Grant Revenue	\$ 10,000	
Total Operating Revenue	\$ 23,309,223	\$ 25,625,006
Operating Expenses		
Salaries and Wages	\$ 10,943,316	\$ 11,431,250
Personnel Benefits	\$ 2,780,702	\$ 3,139,532
Supplies	\$ 1,137,550	\$ 1,565,020
Services and Charges	\$ 4,599,512	\$ 5,031,168
Interfund Payments	\$ 2,911,741	\$ 2,529,180
Total Operating Expenses	\$ 22,372,820	\$ 23,696,150
Net Operating Income (Loss)	\$ 936,403	\$ 1,928,856
Other Financial Activity		
Capital Outlay	\$ 750,000	\$ 1,337,427
Transfers Out	\$ 290,822	\$ 466,429
Budget Reserve	\$ 150,000	\$ 125,000
Total Other Activity	\$ 1,190,822	\$ 1,928,856
Total Expenditures	\$ 23,563,642	\$ 25,625,006
Net Gain/(Loss)	\$ (254,419)	\$ -

Summary of Amendments:

	Change Amount
Risk Management Expense Decrease	\$ (660,991)
Retainer for RFP Pavilion Naming Rights	\$ 90,000
Additional Contribution to Expo+50	\$ 150,000
Increase to Capital Outlay	\$ 420,991
Net Gain/Loss	\$ -

- A decrease of \$660,991 in our Risk Management expense will allow us to:
 - Add \$90,000 to our RFP budget for a retainer (worst-case) for the Pavilion naming rights finder's fee.
 - Increase our contribution to Expo+50 by \$150,000.
 - Increase our contribution to capital by \$420,991.
- The net result is still a flat budget for 2024.
- The golf budget was not impacted by this change.

SYSCA

**Spokane Youth
& Senior Centers
Association**

2023 Highlights: SYSCA Centers

Association Members:

- Corbin Senior Activity Center
- East Central/MLK Community Center
- Hillyard Senior Center
- Mid-City Concerns Senior Center
- Northeast Youth Center
- Southwest Spokane Community Center
- Project Joy
- Sinto Senior Activity Center
- Southside Senior & Community Center
- West Central Community Center



SYSCA

**Spokane Youth
& Senior Centers
Association**

Senior Programs!

SYSCA

**Spokane Youth
& Senior Centers
Association**

Hillyard Senior Activity Center

HSC had a lively summer filled with recurring recreational activities, special events, classes, and day trips. We introduced new engaging activities like **Croquet Fun Day**, **Aqua Ex Class**, **AARP Drivers ED Classes**, and **Watercolor Classes**. Members were able to enjoy a mid-August jaunt to the Pend O'Reille County Fair and a beautiful afternoon cruising Lake Pend O'Reille. The Hillyard Farmer's Market at NECC started in July, improving access to fresh produce for our seniors, in addition, HSC is now distributing **FREE** produce periodically through our partnership with GSMW!

In July, we held a successful Annual Silent Auction Fundraiser at NECC with tremendous help from our volunteers!



Notably, we welcomed our new Executive Director, Tony Cane, following Jerry Unruh's retirement.

SYSCA

**Spokane Youth
& Senior Centers
Association**

Sinto Senior Activity Center

Quarter 3 Highlights:

Special Events for this quarter included a Hawaiian Luau, Membership Picnic / Carnival, and Potluck Dinner.

Sinto Travelers took a trip to Philipsburg Montana. They enjoyed shopping the town and looking for Sapphires and gold on Gem Mountain!

During this quarter we also promoted our Quilting & Crafting Group as well as our table games groups.



Quilts made by the Sinto sewing & quilting group for Center raffles.



Sinto travelers on the Montana Tour!

SYSCA

**Spokane Youth
& Senior Centers
Association**

Corbin Senior Activity Center

Where the Cool Kids Play

Corbin Senior Activity Center

- ❖ LOGO
- ❖ What is New For Our Members
- 1. Auction May 21st Flight Museum
- 2. Lions Club Largest in Spokane
- 3. Line Dancing
- 4. Chris and Betsy W.
- 5. Bingo
- 6. AHANA Donation of \$1500





Southside Community Center

Live Learn Play
**Trip to Leavenworth
2023**

One of our many events



Gardner Group



Veteran's Dinner



SYSCA

**Spokane Youth
& Senior Centers
Association**

Mid City Concerns

- ❖ Mid-City Concerns Senior Center has provided activities and services to 3,300 participants and over 10,000 activity hours since January 1, 2023.
- ❖ Our very robust calendar offers activities from Arts n Crafts, 5 Card Poker, Wii Bowling, live music, and Monthly Birthday Parties.
- ❖ Our amazing kitchen cooks and serves fresh meals everyday that include Meatloaf and Mashed Potatoes, Shepards Pie, Chicken Fried Steak and Potatoes, among many other menu items.
- ❖ Services are rounded out for our members to include on-site Case Managers, Pet food and Veterinary services provided through our partnership with SpokAnimal.



SYSCA

Spokane Youth
& Senior Centers
Association

Project Joy



Tom Cooper



Summer Orchestra



Laura Athearn



Project Joy 2023-2024
Advisory Council



Cantilena



Paradocs

- During the 3rd quarter, Project Joy continued to provide entertainment to care center and the retirement community.
- In September, we began our 2023-2024 performance season. The number of performances each month continues to grow.
- Included here are pictures of our 2023-2024 Advisory Council, elected at our May annual meeting, and a few of our entertainers.
- We continue to receive feedback from the care and retirement community about the positive impact our entertainers have on their residents.

SYSCA

**Spokane Youth
& Senior Centers
Association**

Youth Programs!

SYSCA

**Spokane Youth
& Senior Centers
Association**

Northeast Youth Center



The Northeast Youth Center has had a great 3rd Quarter. We started 10 weeks of summer camp in late June and ended in Sept. Our students went on 2 field trips everyday! Courtesy of grants we received from Spokane Parks Foundation and Providence. We have many partnerships with local supporters like Peak 7 Adventures, Chaos Arcade, Riverfront Park, Pattison's and Hillyard Pool. We made wonderful summer memories for the kids! Our annual August Lemonade stand was a success. The new school year started in Sept and we are already making plans for winter break camp in January.

SYSCA

**Spokane Youth
& Senior Centers
Association**

West Central Community Center

During the 3rd quarter of 2023 our kids were able to:



..take many field trips in our community and out in nature.



..visit Mobius Discovery Center.



..hike to the top of Mt. Spokane.

SYSCA

**Spokane Youth
& Senior Centers
Association**

SouthWest Spokane Community Center

LY
e reports

ned
tain
fer of
k

er wasted

om Mead
Mountain
e golfer of
inning the
ournament
iate win in
t.

ys for Colo-
eated Max
o School of
after they
bar. Mulder
e first extra

ds of 68, 71
t at Walnut
e in West-
on Oct. 9

ll hold of-
the men's
, Spokane
3 in Seattle

and Dec. 9-10 in Spokane.

Tryouts Dec. 2 and 3 in Seattle will take place at Interbay Stadium. A location will be announced soon for the tryouts in Spokane.

Both sets of tryouts will be run by USL Spokane's front office team alongside **Gareth Smith**, Sporting Department Consultant, and **Josh McAllister**, Spokane Velocity FC assistant coach and director of performance for USL Spokane.

Individuals who wish to participate are required to complete an application at spokanevelocityfc.com.

Softball

Spikes/Proton from the Spokane area won the over-70 national championship and finished third in the world tournament last month in Las Vegas.

Spikes/Proton, which earlier in the year won the Western National Championship, arrived in Las Vegas to play the Eastern national championships for the overall title of U.S. national champions. Spikes/Proton was declared national champions after the Eastern

team failed to show for the event.

Spikes/Proton was then seeded third for the World Championship tournament. The team went 2-0 in pool play and advanced to the bracket-style playoffs. Spikes/Proton reached the semifinals before eventually finishing third.

Player/coach **Mark Reilly** said it was an emotional few days as team member **Tom Crouch** returned from open heart surgery and **Wayne Terry** played just weeks after losing his home in the Medical Lake fire. **Steve Erenberg** played one day after breaking his nose in three places when he was hit in the face by the ball.

Other team members were **Ron Martin** (manager/coach), **Tom Adams**, **Gary Blake**, **Steve Bergstrom**, **Connie Burnett**, **Jim Hardenbrook**, **John Higgins**, **John Hollett**, **Grant Hodge**, **Jim O'Hare**, **Ron Newcomb**, **Mike Owen**, **Dwanye Phinney** and **Cam Preston**.

N BRIEF

The Vandals lost to Montana (6-1) 23-21 Saturday before a sellout crowd at the Kibbie Dome.











SYSCA

**Spokane Youth
& Senior Centers
Association**

East Central ML King Community Center

SYSCA

Spokane Youth
& Senior Centers
Association

THANK YOU!

For your continued support of
our Youth & Senior recreational
programs and services!

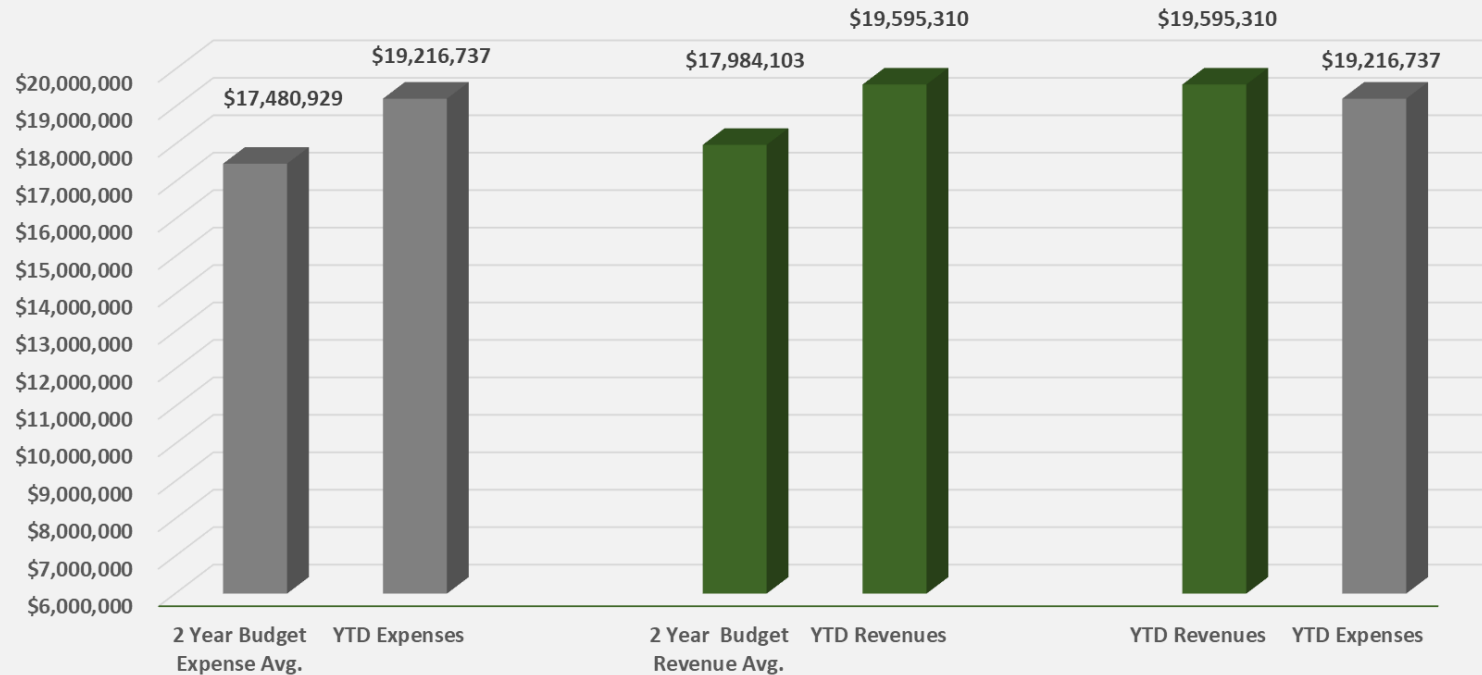




*Park Board
Financials
October 2023*



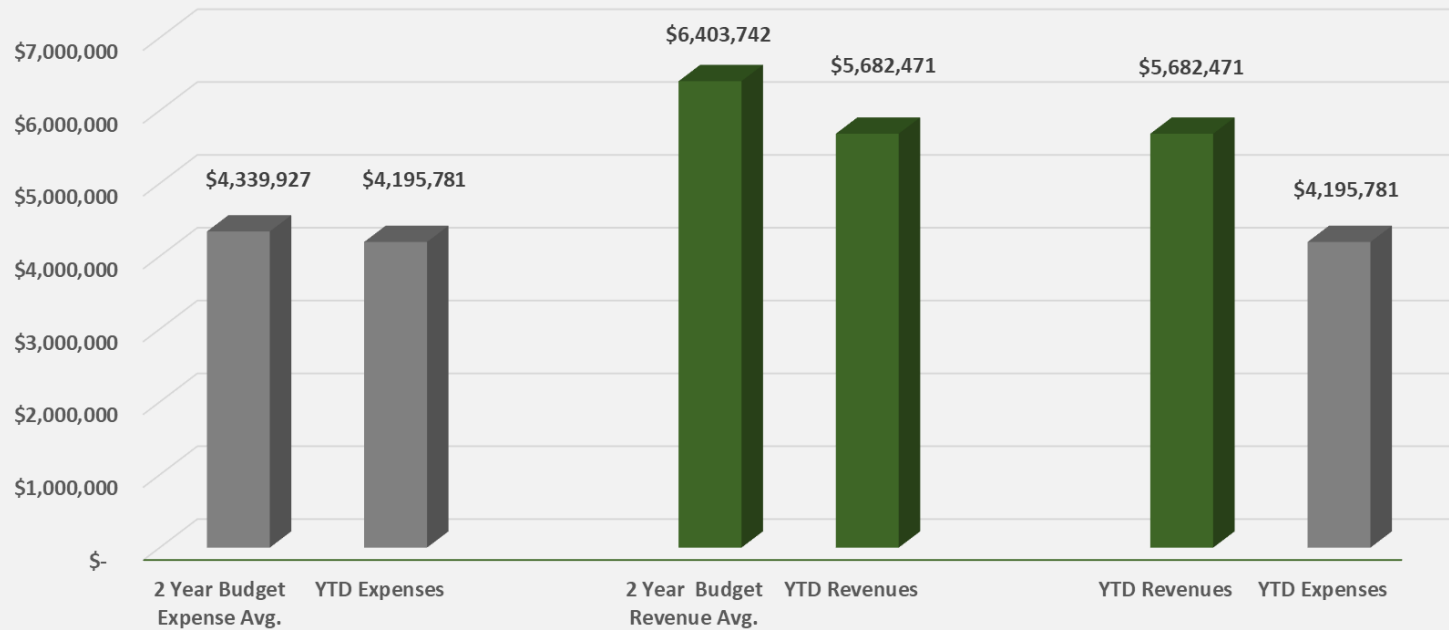
Parks Financials



Key Concepts:

- October was a net loss of (\$288,750) versus last October at (\$100,198). This is primarily a timing issue as our Q4 charges for risk and insurance were charged in October this year versus November last year.
- Parks has earned 84% of all budgeted revenues and spent 82% of all budgeted expenses.
- YTD revenues are ahead of expenses by \$378,573.

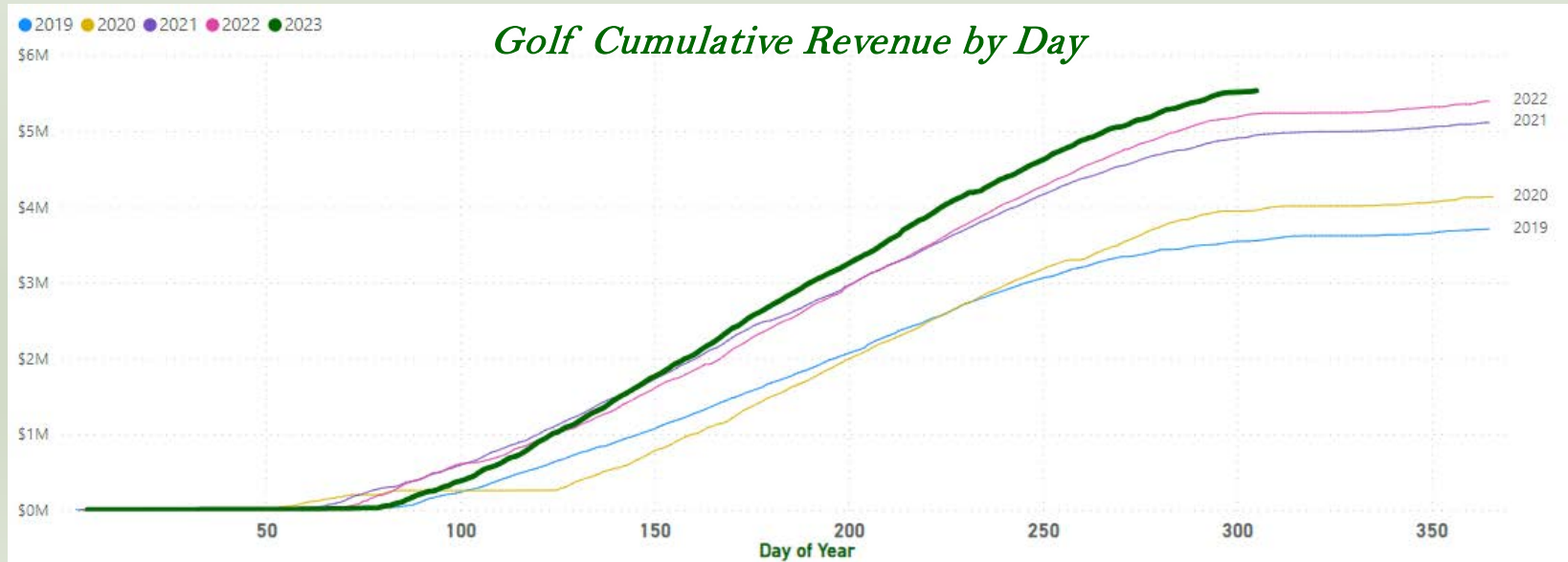
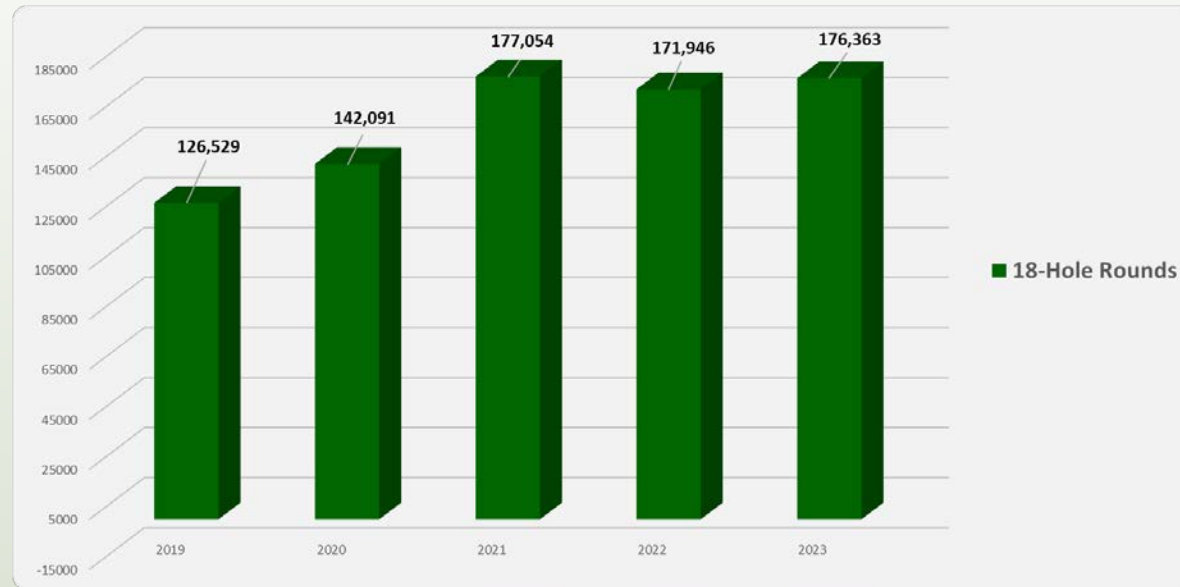
Golf Financials



Key Concepts:

- Golf rounds finally started to slow, ending October with a net loss of (\$140,815).
- Golf has earned 113% of budgeted revenue and spent 91% of budgeted expenses.
- Golf has revenues exceeding expenditures by \$968,357 excluding the facility improvement fee and corresponding debt service payment (\$1.49 million including both with the second debt service payment of \$308,666 due in December).

Golf – Dashboard





*Questions or
Comments?*



OCTOBER 2023

Riverfront Spokane Update



riverfront
SPOKANE



maren morris



WITH SPOKANE'S OWN
SAMMY EUBANKS
AND LOCAL HIGH SCHOOL PERFORMERS


RAYCE RUDEEN
FOUNDATION









Coming Soon



