



## Spokane Park Board Agenda

3:30 p.m. Thursday, Sept. 9, 2021

WebEx virtual meeting

Call in: 408-418-9388

Access code: 146 053 7275

### Park Board Members:

Jennifer Ogden – President

Bob Anderson – Vice president

Garrett Jones – Secretary

Nick Sumner

Rick Chase

Greta Gilman

Sally Lodato

Gerry Sperling

Barb Richey

Hannah Kitz

Kevin Brownlee

Michael Cathcart – City Council liaison

## Agenda

1. **Roll call:** Jennifer Ogden
2. **Additions or deletions to the agenda:** Jennifer Ogden
3. **Public comment:** Jennifer Ogden
4. **Consent agenda**
  - A. Administrative/Committee-level items:
    - 1) [Aug. 12, 2021, regular Park Board meeting minutes](#)
    - 2) [Claims – August 2021 \(\\$2,748,059.83\)](#)
    - 3) [Liberty Park Smart Park memorandum of understanding](#)
    - 4) [Turf Star Western Equipment lease agreements \(lease 1 - \\$167,340.60 and lease 2 - \\$181,992.40\)](#)
    - 5) [Coffman Engineers Expo Butterfly Design Phase II \(\\$64,500, tax exempt\)](#)
    - 6) [Doppelmayr USA master agreement \(not to exceed \\$50,000/annually\)](#)
5. **Special guests**
  - A. None
6. **[Financial report and budget update:](#)** Mark Buening
7. **Special discussion/action items**
  - A. [Vietzke Excavation Inc. contract for emergency sewer repair/Corbin Art Center - Edwidge Woldson Park \(\\$84,975.77, plus tax\) – Nick Hamad](#)
8. **Committee reports – Action items**

**Urban Forestry Tree Committee:** The Aug. 31 meeting was canceled. – Rick Chase

  - A. Action items: None

**Golf Committee:** Sept. 7, 2021 – Gerry Sperling

A. Action items: None

**Land Committee:** Sept. 1, 2021 – Greta Gilman

A. Action item: Presented as a consent agenda item

**Recreation Committee:** Sept. 1, 2021 – Sally Lodato

A. Action items: None

**Riverfront Park Committee:** Sept. 2, 2021 – Jennifer Ogden

A. [Garco Construction Vietnam Memorial Alternate 1 \(\\$52,668, tax inclusive\) – Berry Ellison](#)

B. [King Cole Commemoration Project recommendation – Jennifer Ogden](#)

**Finance Committee:** Sept. 7, 2021 – Bob Anderson

A. Action item: Presented as a consent agenda item

**Development and Volunteer Committee:** Bob Anderson

A. Action items: None

9. **Reports**

A. President: Jennifer Ogden

B. Liaisons:

1. Conservation Futures – Greta Gilman
2. Parks Foundation – Barb Richey
3. City Council – Michael Cathcart

C. Director: Garrett Jones

10. **Executive session**

A. None

11. **Correspondence**

A. Letters/emails: [Orchard Avenue Park letter](#)  
[No statues in Riverfront Park email](#)

12. **Adjournment**

13. **Meeting dates**

A. Committee meeting dates:

Development & Volunteer Committee: 3:30 p.m. Sept. 27, 2021, via WebEx

Urban Forestry Tree Committee: 4:15 p.m. Oct. 5, 2021, via WebEx

Land Committee: 3:30 p.m. Oct. 6, 2021, via WebEx

Recreation Committee: 5:15 p.m. Oct. 6, 2021, via WebEx

Riverfront Park Committee: 4 p.m. Oct. 11, 2021, via WebEx

Golf Committee: 8 a.m. Oct. 12, 2021, via WebEx

Finance Committee: 3 p.m. Oct. 12, 2021, via WebEx



- B. Park Board retreat: 11:30 a.m. - 4 p.m. Sept. 29, via WebEx
- C. Park Board regular meeting: 3:30 p.m. Oct. 14, 2021, via WebEx
- D. Park Board study session: No session scheduled at this time.

Agenda is subject to change

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6367, 808 W. Spokane Falls Blvd., Spokane, Washington, 99201; or [erahrcclerks@spokanecity.org](mailto:erahrcclerks@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



## Spokane Park Board

3:30 p.m. Thursday, Aug. 12, 2021  
WebEx virtual meeting

### Park Board Members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
  - Garrett Jones – Secretary (Absent/excused)
- X Jason Conley – Acting Secretary
- X Nick Sumner (Arrived: 3:36 p.m.)
- X Rick Chase (Absent)
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
  - Barb Richey (Absent/excused)
- X Hannah Kitz (Left: 5:09 p.m.)
- X Kevin Brownlee
- X Michael Cathcart – City Council liaison (Absent/excused)

### Parks Staff:

- Mark Buening
- Fianna Dickson
- Nick Hamad
- Al Vorderbrueggen
- Berry Ellison
- Mark Poirier
- Pamela Clarke

### Guests:

- Harlan Henderson
- Paul Knowles
- Kelly Brown
- Terri Fortner
- James Richman
- Andy Boyd
- Shae Blackwell

## MINUTES

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

1. **Roll call:** Jennifer Ogden  
See above
2. **Additions or deletions to the agenda**
  - A. None
3. **Public comment**
  - A. Andy Boyd requested a meeting with the appropriate Park Board members and staff to share ideas on potential funding opportunities for improvements at Indian Canyon Golf Course. Golf Committee chair Gerry Sperling and Golf manager Mark Poirier said they look forward to meeting with Mr. Boyd to discuss these ideas.
4. **Consent agenda**
  - A. Administrative and Committee-level items
    - 1) July 8, 2021, regular Park Board meeting minutes
    - 2) Claims – July 2021 (\$2,908,930.93)
    - 3) ACI Northwest Inc. contract/Indian Canyon Golf Course restaurant HVAC replacement (\$29,800, plus tax)
    - 4) Doppelmayr USA sole source resolution
    - 5) Spokane Investment Pool (SIP) third installment resolution/Golf capital improvements

**Motion #1** – Jennifer Ogden moved to approve consent agenda items #1- 5, as

presented.

Bob Anderson seconded.

The motion passed with unanimous consent (8-0 vote).

5. **Special guests**

A. Spokane Youth and Senior Centers Association quarterly update – Project Joy director Harlan Henderson presented a recap of the activities, fundraising accomplishments and participation hours at Spokane's 10 youth, senior and community centers.

6. **Financial report and budget update** – Mark Buening presented the July financial report and budget update. The July operating expenditures for the Park Fund are almost \$84,000 less than the historic budget average. Year-to-date revenues are approximately \$840,000 above the budget average. Revenues are exceeding expenditures approximately \$2.62 million. The July operating expenditures for the Golf Fund is almost \$218,000 more than the budget average. Year-to-date revenues are exceeding the budget average almost than \$864,000. Revenues are exceeding expenditures about \$1.68 million year-to-date. There is a remaining budget of almost \$133,000 of the \$68.4 million Riverfront Park redevelopment budget.

7. **Special discussion/action items**

A. Riverfront Park East Havermale dog park project update – Nick Hamad presented an update on the Riverfront Park East Havermale dog park. This project initially started a couple of years ago, but was placed on hold during the Covid shutdown. Parks is now rebooting the project and is developing a revised budget for the dog park. The proposed dog park would surround the existing Forestry Pavilion which will offer shelter, restrooms and rest areas for the dogs' companions. A promotional piece, designed to support fundraising efforts, is expected to be completed in a couple of weeks. Staff is also seeking public input. Jennifer Ogden would like to see the Dog Park Ad Hoc Committee reconvene to assist with the project. Committee members include Bob Anderson, Rick Chase, Kevin Brownlee, Terri Fortner with the Parks Foundation, and a representative from the Humane Society. She also suggested an invitation be extended to Josh Wade with Bark Pub, and any other Park Board members who have an interest in joining.

8. **Committee reports**

**Urban Forestry Tree Committee:** Aug. 3, 2021, Jennifer Ogden

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. Aug. 31, 2021, via WebEx.

**Golf Committee:** Aug. 10, 2021, Gerry Sperling

A. Action items: None

B. The next scheduled meeting is 8 a.m. Sept. 7, 2021, via WebEx.

**Land Committee:** Aug. 4, 2021, Greta Gilman

A. Easements across public park property as a part of Beacon Hill 05-16 (Raynor Property) acquisition – Nick Hamad presented a proposal to authorize easements as part of the purchase of the Rayner parcels for the Make Beacon Hill Public grant-funded project. The first easement requested by the owner is for a pathway across public park property to provide pedestrian, bicycle and golf cart access to connect a future development to park property. The second would be a sewer line easement.

**Motion #2** – Greta Gilman moved to the easements across public park property as a part of Beacon Hill 05-16 (Raynor property) acquisition as presented.

Gerry Sperling seconded.

The motion passed with unanimous consent (8-0 vote).

B. The next scheduled meeting is 4 p.m. Sept. 1, 2021, via WebEx.

**Recreation Committee:** Aug. 4, 2021, Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. Sept. 1, 2021, via WebEx.

**Riverfront Park Committee:** Aug. 9, 2021, Nick Sumner

A. Coffman Engineers phase I design contract/Lilac Butterfly – Berry Ellison presented an overview of the Coffman Engineers phase I design work on the Lilac Butterfly. The butterfly failed in January 2021. An engineer assessment was performed and it was determined the failure was due to structural deficiencies in the wing structure and pivot point, at top of the mast. Coffman Engineers and specialty consultant Guildworks worked with park staff to study/preliminarily design the aerodynamics, stability, safety, aesthetics, and cost of building a new butterfly. The study was offered to various stakeholders Aug. 2 and was widely accepted as a feasible and attractive alternative to the original design. If the study is approved by the Park Board, the contract may be amended to include final design. Throughout the design process the concepts have been presented to the Save the Butterflies group, Parks Foundation and Riverfront Park Committee. While there have been nostalgic ties to the original design, from a durability, cost and safety standpoint, some diversion from that design is recommended. Mr. Ellison also presented a projected construction cost for a second new butterfly is \$192,450.

**Motion #3** – Nick Sumner moved to approve the Lilac Butterfly design by Coffman Engineers and allow Parks to negotiate contract addendum for final design.

Gerry Sperling seconded.

The motion passed with unanimous consent (8-0 vote).

B. Garco Construction Inc./Veterans Memorial renovation (\$56,198.30, tax inclusive) – Berry Ellison presented an overview of the proposed Veterans Memorial renovation contract with Garco Construction in the amount of \$56,198.30, tax inclusive. The memorial is approximately 37 years old, and in need of restoration and renovation. The Innovia Foundation, Operation Fly Together campaign, and Washington State Department of Veterans Affairs have donated funds to support the restoration. The Park Board authorized use of Bond Funds in the amount of \$20,000. Bids for the restoration were solicited with the lowest bidder being Garco Construction. The project bid includes a base bid scope of work and two additive alternates. The base bid and alternate #2 are within budget. Additional work for alternate #2 can be completed in a separate phase in the future. Jennifer Ogden requested staff to consider adding an interpretive sign telling the story of how the monument was first created. Park Board members expressed strong support for soliciting and finding the funds to complete the Veterans Memorial renovation in its full design with both alternates to honor the debt we all owe our veterans.

**Motion #4** – Nick Sumner moved to approve the Veterans Memorial renovation contract with Garco Construction, Inc., base bid and alternate #2 in the amount of

\$56,198.30, tax inclusive.

Bob Anderson seconded.

The motion passed with unanimous consent (8-0 vote).

C. The next scheduled meeting is 4 p.m. Sept. 2, 2021, via WebEx.

**Finance Committee:** Aug. 10, 2021, Bob Anderson

A. 2022 budget calendar and budget priorities – Mark Buening presented an overview of the budget calendar. This month, the initial draft of the budget was presented to the Park Board committees who have the opportunity to ask questions or request any additional clarification of information. Recommendations will be forwarded to the Finance Committee by no later than Sept. 7. Due to the timing of the process, additional refinements will continue through the month of September. Any public comments may be made at the Sept. 9 Park Board meeting. The board is scheduled to adopt the final requested 2022 budget at the Oct. 14 Park Board meeting. Mr. Buening noted that minor changes typically continue to occur between the time board adopts the budget and when it is transferred to City Council. Finally, the Parks budget will be included in the City budget and transmitted to City Council by early November. An overview of the budget priorities was also presented.

**Motion #5** – Bob Anderson moved to approve the 2022 budget calendar and budget priorities as presented.

Greta Gilman seconded.

The motion passed with unanimous consent (8-0 vote).

B. The next regularly scheduled meeting is 3 p.m. Sept. 7, 2021, via WebEx.

**Development and Volunteer Committee:** Bob Anderson

A. DVC Citizen Advisory Committee structure and DVC non-Park Board member – Fianna Dickson presented an overview of the proposed membership structure and committee appointment process for the DVC Citizen Advisory Committee and DVC. In efforts to maintain consistency and continuity, the DVC recommends the Park Board align the new DVC CAC with the existing Urban Forestry Tree Committee CAC in terms of structure and committee appointments. The CACs will have identical processes for selecting the committee chair, and how the committee establishes its own rules and procedures. Some items need be slightly tailored to the DVC CAC, including: 1) members of the DVC CAC will serve staggered two-year terms, rather than four years as it is for UF CAC; and 2) members may serve two consecutive terms to a maximum of four years. There may be up to four members on the DVC who are not members of the Park Board. The DVC recommends these non-Park Board member appointments shall be two-year terms and will be signed off by the director of Parks and Recreation.

*Hannah Kitz left the meeting at 5:09 p.m.*

**Motion #6** – Bob Anderson moved to approve the DVC and DVC CAC structure matrix as presented.

Gerry Sperling seconded.

The motion passed with unanimous consent (7-0 vote).

B. The next regularly scheduled meeting is 3:30 p.m. Sept. 27, 2021, via WebEx.

9. **Reports**

A. **Park Board President:** Jennifer Ogden

- 1) Park Board retreat – She reminded Park Board members the retreat is scheduled for 11:30 a.m. to 4 p.m. Wednesday, Sept. 29.
- 2) Citizens involvement/input – Citizens have until 10 p.m. Monday, Aug. 16, to submit their Master Plan survey responses. She also urged citizens to provide input relating to the proposed Expo Butterfly design. If anyone is interested in providing funds for the second Expo Butterfly restoration project, she encouraged them to reach out to any Park Board member, the Parks Foundation or Park staff. Ms. Ogden also asked for fundraising volunteers and donor support to help with the Vietnam Veterans Memorial restoration project.

B. **Liaisons**

- 1) Conservation Futures – Greta Gilman reported the Conservation Futures nominations period ended July 31. CF staff will begin reviewing and compiling nominations submittals, and will prepare them for review and evaluation in September. Following a public outreach component of process, a nomination list will be released Sept. 29.
- 2) Parks Foundation – Terri Fortner reported the foundation was able to provide scholarships for 89 full lifeguard certifications and 19 recertifications for the city of Spokane. The foundation will celebrate its 70<sup>th</sup> birthday during a virtual gala Oct. 7.
- 3) City Council – No report given.

C. **Director:** Jason Conley

- 1) Concert series kickoff – The paid concert series begins with the Primus concert Friday, Aug. 13, followed by Nathaniel Rateliff & The Night Sweats on Sunday, Aug. 13. Later in the month, the Spokane Symphony will be a featured performer at Pig Out in the Park which is set for Sept. 1-6.
- 2) Cooling centers – Mr. Conley thanked staff for their efforts in making cooling centers available at the SkyRide and the Carrousel during days when temperatures reach 95+ degrees.
- 3) City Golf Tournament – The three-day tourney is set for Aug. 27 - 29 at Downriver, Esmeralda and Indian Canyon golf courses. Registration is still open.

10. **Executive Session**

A. None

11. **Correspondence**

A. Letters/email: Funding for Indian Canyon Golf Course

12. **Adjournment:** The meeting was adjourned at 5:25 p.m.

13. **Meeting Dates**

A. Committee meeting dates:

- Urban Forestry Tree Committee: 4:15 p.m. Aug. 31, 2021, via WebEx
- Land Committee: 3:30 p.m. Sept. 1, 2021, via WebEx
- Recreation Committee: 5:15 p.m. Sept. 1, 2021, via WebEx
- Riverfront Park Committee: 4 p.m. Sept. 2, 2021, via WebEx
- Golf Committee: 8 a.m. Sept. 7, 2021, via WebEx
- Finance Committee: 3 p.m. Sept. 7, 2021, via WebEx
- Development and Volunteer Committee: 3:30 p.m. Sept. 27
- B. Park Board: 3:30 p.m. Sept. 9, 2021, via WebEx
- C. Park Board Retreat: 11:30 a.m. – 4 p.m. Sept. 29
- D. Park Board Study Session: No session scheduled at this time.

Minutes approved by: Garrett Jones  
Garrett Jones, Director of Parks and Recreation

**CITY OF SPOKANE PARK AND RECREATION DIVISION  
AUGUST 2021 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - SEPTEMBER 9, 2021**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	1,013,715.49
MAINTENANCE & OPERATIONS	\$	845,815.82
CAPITAL OUTLAY	\$	84,009.34
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	373,927.47

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY	\$	20,066.09
----------------	----	-----------

**GOLF:**

SALARIES & WAGES	\$	156,822.97
MAINTENANCE & OPERATIONS	\$	253,702.65
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-

<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>2,748,059.83</b>
----------------------------	-----------	---------------------



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land		
<b>Committee meeting date</b>	Sept. 1, 2021		
<b>Requester</b>	Al Vorderbrueggen	<b>Phone number:</b> 363-5464	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Liberty Park Smart Park memorandum of understanding		
<b>Begin/end dates</b>	Begins: 09/13/2021	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> Since 2014, the Parks & Recreation Dept. has been working with Avista, Urbanova and Itron to develop a series of use cases designed to improve residents' perceptions of safety, security and equity in Liberty Park. The addition of new smart city sensors has the additional goal of providing new actionable insights for park planning, operations and maintenance while measurably improving safety, utilization, and inclusiveness at the park and the new Library and associated amenities scheduled to open in 2021. This pilot project will be at no cost to the city.			
<b>Motion wording:</b> Approval of an MOU between Avista, Urbanova, Itron and City of Spokane Parks & Recreation Dept regarding the design, installation and maintenance of the Smart Park Research Project Concept at Liberty Park.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Al Vorderbrueggen Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$0.00    Budget code: NA			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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&amp;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 checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

## **Liberty Park – Research Project Concept**

### **Memorandum of Understanding**

#### **I. Purpose:**

This Memorandum of Understanding (“MOU”) is entered into by Avista Corporation (“Avista”), a public corporation; Itron, Inc. a public corporation (“Itron”), Urbanova, a non-profit corporation (“Urbanova”) and the City of Spokane Parks and Recreation Department (“the City”) to define the parties’ understandings regarding the collaboration on the City of Spokane’s Liberty Park.

#### **II. Background:**

Since 2014, Avista, the City, and Itron (among other organizations) have been participants and leaders relating to the Spokane University District smart city efforts. Progress has been made, including the formation of Urbanova, a non-profit urban innovation collaboration, and the successful implementation of a number of pilot projects including smart and connected streetlights, localized air quality associations with human health, and incorporating measures of resident voice and well-being into the design of project initiatives. As a next step in this collaboration, Itron, Avista, Urbanova and the City of Spokane’s Parks Department intend to develop a series of use cases designed to improve residents’ perceptions of safety, security and equity in Liberty Park. The project will expand the University District streetlight pilot to include Liberty Park and surrounding areas, in subsequent phases. The result is intended to be a multi-purpose IoT canopy. The addition of new smart city sensors has the additional goal of providing new actionable insights for park planning, operations and maintenance while measurably improving safety, utilization, and inclusiveness at the park and the new Library and associated amenities scheduled to open in 2021.

#### **City of Spokane Parks and Recreation Goals**

Listed below in general priority order are goals of the city. These are referenced to assist all partners to understand what would add value to this project. These are not requirements, and serve to be guiding information to help focus the desired end state of the project.

1. Where pedestrians enter or leave park, wayfinding (e.g. Ben Burr trail)
2. Counts during Library open hours versus closed
3. Geo-fencing, based on times, with messaging for afterhours users
4. Detection of unauthorized access
5. Irrigation -- advanced watering meters
6. Weather impacts on numbers, activities
7. Air quality impacts on numbers, activities
8. Lighting control

### **III. Definitions:**

For purposes of this Smart Park Research Project, the following terms have the ascribed meaning:

Street Lights: Avista owned streetlights and poles surrounding Liberty Park.

Hardware: means luminaires, lighting controllers, sensor integration hardware, sensor devices and associated physical components.

Network: means an Itron-supplied network canopy. The network is comprised of approximately up to five wireless access points, which have a cellular wide area network (WAN) connection to the cloud, and a mesh neighborhood area network (NAN) connection to edge devices, such as sensors.

Access Point: means the specific hardware used to route data from sensors for backhaul to the back office and/or Urbanova Cloud.

Sensors: means sensing devices, which can be owned by Itron or any third-party partner granted access to the network.

Data: means data collected from the Itron-owned sensors any third-party sensors that may be granted access to the network, that are intended for shared use by the Urbanova Partners, and which specifically excludes any personally identifiable information (PII). Note: no third-party sensors will be included in the phase 1 activities of this effort.

Urbanova: means the non-profit organization with the purpose of improving economic, social and environmental equity and resilience in communities by forging collaborations, harnessing data and empowering people to discover and develop new ways to solve urban challenges.

Urbanova Cloud Platform: means a shared platform to host the Data structured in a way such that authorized Urbanova Partners may access the Data. The network shall be configured such that sensor data has a path to the Urbanova Cloud platform. Itron will establish a project instance within Urbanova Cloud and will serve as the authorizing agent to determine access to the data posted into the project. See section IV D.

Urbanova Partners: means the City of Spokane, Avista Corporation, Itron, Inc., McKinstry, Co., Washington State University, Gallup, Verizon and the University District Development Association. The list of partners is not limited to this group, additional partners may be added.

Data Governance Plan: means the agreed upon framework by which users of the Urbanova platform agree to share their data with other Urbanova users. Itron will cooperate with the spirit of the Data Governance Plan, however, the plan is insufficiently complete and released to be utilized as a referenced framework for this MOU.

#### Personally Identifiable Information:

Personally Identifiable Information ("PII") means any information about an individual, including, without limitation: (A) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, biometric records, personal electronic mail address, Internet identification name, network password, or Internet password; or (B) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information, as well as website tracking or analytic "cookie" information, usage and traffic data or profiles, meter location,

or other usage data when combined with any of the information specified in (A). PII does not include data that has been anonymized.

**NOW, THEREFORE,** in order to achieve the goals of the Project, the Parties agree to the statements below regarding their intentions, and their relative commitments.

#### **IV. Phase One Itron Agreements:**

Itron will provide all hardware and software required for phase one of the Liberty Park, Research Project. Any subsequent phases of the project will be covered by this MOU but will require a separate scope of work. Itron, as a statement of its commitment agrees to the following:

- a. Develop a scope of work for phase one of the project, with a duration of six months.
- b. Provide project management resources to lead the phase one project, collaborating with all stakeholders
- c. Integration services related to Streetlight Vision (SLV) software
  - a. Itron to provide access to streetlight and sensor data to City and any partners specifically authorized by the City.
- d. Itron will post relevant data, as defined by Itron, Avista, Urbanova and the City, to Urbanova Cloud. Itron will establish and maintain the data workspace as a project in Urbanova cloud. Itron commits to establishing (granting) full sharing rights for the repositied data with Avista, the City, and Washington State University collaborators and others as brought forward by the Urbanova core team.
- e. Provide one Access Point (location determined by coverage and data needs), and up to 10 smart streetlight controls. Specific details defined in the scope of work.
- f. Install up to 1-2 of each sensor type. Specific sensors will be defined in the scope of work.
- g. With input from stakeholders, develop and distribute press release, written case study and video case study promoting the Liberty Park Research Project.

#### **V. Phase One Avista Agreements:**

Avista will provide services necessary to support installation and limited maintenance of network gear and smart lighting fixtures, for the Liberty Park, Research project. Avista, as a statement of its commitment agreeesto the following:

- a. Provide support in the scoping of a canopy network deployment, including supplying Itron with pole locations for use in network design.
- b. Provide installation of one access point, and up to six luminaires with lighting controls inside the park boundary (not on roadways) using Avista crews who are qualified to install hardware on utility structures. In the case of equipment issues or failures requiring a field visit, Avista will make up to 2 pole visits per year to each device for removal or installation. The smart lighting controllers will be managed by the City.

## **VI. Phase One City of Spokane Parks and Recreation Department Agreements**

The City of Spokane Parks and Recreation Department will collaborate with Itron, Avista and Urbanova to initiate a multi-phase smart park project, starting with a 6-month smart lighting and public safety proof of concept. The City, as a statement of its commitment agrees to the following:

- a. Provide physical locations for mounting Itron owned or third party owned sensor devices.
- b. Access to facilities for equipment installation
- c. Provide power to all equipment included in the Project
- d. Dedicated staff to manage lighting, controls and sensors, including setting schedules, managing, dimming, viewing data and acting on data

## **VII. Phase One Urbanova Agreements**

Urbanova will collaborate with Itron, Avista, and the City to securely share data with all parties via the Urbanova Cloud Platform. Urbanova, as a statement of its commitment agrees to the following:

- a. Provide insights from the data gathered under its Urbanova Neighborhood Impact initiative to inform use cases for the project.
- b. Assist project partners in identifying and engaging research professionals to guide the research questions deemed of greatest interest to the partners.
- c. Assist the project partners in evaluating the results of use case pilots and providing recommendations for future phases of work under the MOU.
- d. Assist the project partners in telling the story of the effort by sharing results and contributing to case studies.

**VIII. Term and Termination:** The Term of this MOU shall be five (5) years from the date of execution by the Parties (the "Term"), unless earlier terminated or extended in writing by the consent of all Parties. Either Party may terminate this MOU upon 10 days' written notice to the other Party.

**IX. Ownership:** Avista will own all Network Routers throughout the Term of this MOU. Sensor ownership will vary based on the application.

**X. Confidentiality:** Each party receiving, possessing, accessing or otherwise acquiring Confidential Information of another party acknowledges that the disclosing party's Confidential Information is the property of and confidential to, or a trade secret of, the disclosing party. The receiving party: (a) must keep the disclosing party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the disclosing party's prior written approval; (b) must take all reasonable steps to secure and keep secure all disclosing party's Confidential Information coming into its possession or control; (c) may not disclose any Confidential Information to anyone other than the receiving party's employees, agents, contractors or subcontractors and professional advisors who need to know such Confidential Information; and (d) must ensure that any person to whom it discloses Confidential Information in accordance with this provision is subject to binding confidentiality

obligations that are at least as restrictive as those set forth in this Agreement. These obligations of confidentiality do not apply to any information that is required to be disclosed by any applicable law or regulation; provided, however, that the receiving party must provide prior written notice of a request for such disclosure to the disclosing party with as much notice as reasonably possible under the circumstances. Confidential Information means any confidential, trade secret or other proprietary information disclosed under this MOU that is designated as "confidential" or which a reasonable person would assume is confidential, but excludes information that: (i) is now or becomes generally available to the public through no fault or breach of the receiving party; (ii) is rightfully in the receiving party's possession, or known by it, prior to its receipt from the disclosing party; (iii) is rightfully disclosed to the receiving party by a third-party, free of any obligation of confidentiality; or (iv) is developed by the receiving party independently and without reference to the disclosing party's Confidential Information

**All parties understand that this Project is a Pilot and there are no system performance guarantees, all products, services and other deliverables are provided as-is, and each party disclaims all warranties, whether express, implied statutory or otherwise. Each party grants the other parties with a nonexclusive right to use their respective products and services as intended for this Pilot Project during the term of this MOU, but otherwise reserves all right, title, and interest in their respective intellectual property. No joint development will be conducted under this MOU. EXCEPT WITH RESPECT TO BREACHES OF CONFIDENTIALITY, NO PARTY WILL BE LIABLE TO ANOTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST CODE, DATA, INFORMATION OR MATERIALS, LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, COMPUTER OR SYSTEM DOWNTIME OR UNAVAILABILITY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

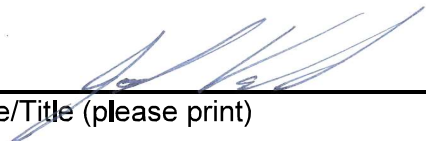
**AVISTA CORPORATION**

\_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title (please print)

**ITRON**

By:  \_\_\_\_\_  
Name/Title (please print)

Date 08/31/2021

Joel Vach  
VP Tax and Corporate Treasurer

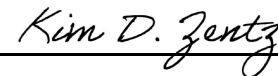
**CITY OF SPOKANE Parks and Recreation Department**

\_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title (please print)

**Urbanova**

 \_\_\_\_\_

Date August 31, 2021

By: Kim D. Zentz, Chief Executive Officer  
Name/Title (please print)

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance		
<b>Committee meeting date</b>	Sept. 7, 2021		
<b>Requester</b>	Mark Buening	<b>Phone number:</b> 625-6544	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input checked="" type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	New OPR; Cross reference: OPR 2020-0876		
<b>Item title:</b> (Use exact language noted on the agenda)	Turf Star Western Equipment lease agreements (lease 1 - \$167,340.60 and lease 2 - \$181,992.40)		
<b>Begin/end dates</b>	Begins: Upon delivery    Ends: 5 years from delivery <input type="checkbox"/> Open ended		
<b>Background/history:</b> Park Operations requires an investment in new equipment for the maintenance of City parks. The best way to do this is by a five-year lease purchase agreement. This allows the purchase of several items of new equipment and replace many of the older items in the inventory. Some of this equipment will also be utilized by Riverfront Park for their maintenance operations. This is a similar agreement utilized by the Golf Fund in 2020 for the acquisition of new equipment. Two separate lease agreements are required because of the availability and delivery times of the equipment.			
<b>Motion wording:</b> Approve the two separate lease agreements with Turf Star Western in the amounts of \$167,340.60 and \$181,992.40, and financed by Huntington National Bank.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input checked="" type="radio"/> <b>Expenditure</b> <input type="radio"/> <b>Revenue</b> Amount: _____ Budget code: _____ Lease 1: Annual payment of \$33,468    1950-54920-94000-56401 Lease 2: Annual Payment of \$36,384    1950-54920-94000-56401			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input checked="" type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input checked="" type="checkbox"/> UBI: 603-059-455 Business license expiration date: 11/30/21         </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>			





Now part of  
The Huntington National Bank

## Amendment to Contract

The "Contract": Lease Number 008-0676522-303 Dated July 21, 2021		Date: July 21, 2021
"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 801, Minnetonka, MN 55305		

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

1. **Section 17 - Purchase Option.** Clause (a) of the first sentence of Section 17 of the Contract is hereby amended and restated in its entirety to read as follows:

"(a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; provided, that, upon satisfaction of the foregoing conditions and with no further action on YOUR part required, YOU will automatically be deemed to have exercised and fully consummated the foregoing purchase option, even if YOUR One Dollar payment to US is never invoiced by US nor paid by YOU;"

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: The Huntington National Bank

By: \_\_\_\_\_

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

Lessee: City of Spokane

By: \_\_\_\_\_

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

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

**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-303 DATED AS OF July 21, 2021  
(TAX-EXEMPT)**

<b>LESSOR</b>	Name <b>The Huntington National Bank</b>		Email: <b>customerservice@financediv.com</b>	
	Address <b>11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305</b>		Fax Number: <b>319-833-4577</b>	
<b>LESSEE</b>	Full Legal Name <b>City of Spokane</b>		Email: Fax:	
	Primary Address <b>808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201</b>		Fiscal Year End: <b>December</b>	FEIN: <b>91-6001280</b>

<b>LEASE PAYMENT INFORMATION</b>	Principal Portion: <b>\$154,858.95</b>	Lease Payments: <i>See Attachment 1: Lease Payment Schedule</i>	<b>BANK QUALIFIED</b>	This Governmental Lease-Purchase Agreement is hereby NOT designated as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.
	Interest Rate: <b>3.09%</b>	Payment Frequency:		
	Maximum Lease Term:  <b>60 Months</b>	<b>Monthly</b>		

**TERMS AND CONDITIONS**

Please read this Governmental Lease-Purchase Agreement No. 008-0676522-303 (including all attachments and schedules hereto, and any related escrow agreement, "Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee," and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns.

**1. LEASE:** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed on Attachment 2: Equipment Description, including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

**2. TERM:** This Lease is effective on the earlier of the date on which WE disburse funds to the vendor of the Equipment or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent (the "Commencement Date"), which date YOU hereby authorize US to fill in on the executed Lease Payment Schedule following OUR receipt from YOU of the executed Acceptance Certificate in the form set forth as Attachment 3 hereto, and continues thereafter for an Initial Term ("Initial Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms"), coinciding with YOUR budget year, up to the total number of months indicated above as the Maximum Lease Term; provided, however, that at the end of the Initial Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, YOU will be deemed to have continued this Lease for the next Renewal Term unless YOU have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 5.**

**3. LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% of the amount due or the maximum amount permitted by law, whichever is less, from the due date.

**4. CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease, and to pay Lease Payments hereunder, through the Maximum Lease Term. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Maximum Lease Term can be obtained. YOUR responsible financial officer will do all things lawfully within his or her power to obtain and maintain funds from which Lease Payments may be made, including making provision for Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

**5. NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease will be deemed terminated at the end of the then current Initial Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

**6. WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. To the extent such warranties are transferrable, WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE EXCEPT IN WRITING AND SIGNED BY THE PARTIES HERETO, AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE WILL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

**7. DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). WHEN THE EQUIPMENT HAS BEEN DELIVERED AND INSTALLED, YOU WILL IMMEDIATELY SIGN AND DELIVER TO US A SEPARATE ACCEPTANCE CERTIFICATE IN THE FORM SET FORTH AS ATTACHMENT 3 HERETO. WE MAY, AT OUR DISCRETION, CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT, AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT WILL HAVE THE SAME EFFECT AS A SIGNED ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the next page of this Lease.)

<b>LESSEE SIGNATURE</b>	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to this Lease (all of which are included by reference) and become part of this Lease. YOU acknowledge that YOU have read and agreed to all the Terms and Conditions.	<b>LESSOR SIGNATURE</b>	Name of Lessor <b>The Huntington National Bank</b>
	<u>City of Spokane</u> Legal Name of Lessee		By _____ Signature
	By _____ Signature		Print Name and Title _____
	Print Name and Title _____		<u>008-0676522-303</u> Lease Number

<b>CERTIFICATE OF CLERK OR SECRETARY</b>	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Lease on behalf of Lessee and whose genuine signature appears thereon, (1) is the duly qualified and acting officer of Lessee as stated beneath his or her signature and (2) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee.	
	Signature: _____ Title: _____	
	THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.	

**8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU will immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 (including but not limited to any termination pursuant to Section 5) or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, to the extent permitted by law, YOU grant to US a first and prior security interest in the Equipment, all cash and negotiable instruments comprising the escrow fund held under any related escrow agreement, and all proceeds of the foregoing. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

**9. MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and to supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU acknowledge that WE are not responsible for providing any required maintenance and/or service for the Equipment. YOU will make all claims for service and/or maintenance solely to the supplier and/or manufacturer and such claims will not affect YOUR obligation to make Lease Payments.

**10. ASSIGNMENT.** YOU agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without OUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits, but not the obligations, that WE now have. The rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. No assignment will be effective until YOU have received written notice from the assignor of the name and address of the assignee. YOU or YOUR agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

**11. LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to, the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or if title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed will be paid to YOU.

**12. INDEMNITY.** WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries (including attorneys' fees and other expenses for the defense of such claim), regardless of nature, relating to the Equipment, including, without limitation, its manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance or operation. This indemnity will continue even after the termination of this Lease.

**13. TAXES.** YOU agree to pay any applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**14. INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. YOU will also obtain and maintain for the term of this Lease, liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law. WE will be the sole named loss payee on the property insurance and named as an additional insured on the liability insurance, and such insurance shall provide US at least thirty days written notice of cancellation. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you.

**15. DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

**16. REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Initial Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; take whatever action at law or in equity may appear necessary or desirable to enforce OUR rights as owner of the Equipment; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

**17. PURCHASE OPTION.** Provided YOU are not in default, YOU will have the option to purchase all, but not less than all, of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Initial Term or any Renewal Term then in effect, upon at least 30 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 30 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

**18. REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as are applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) 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 this Lease or our interest in the Equipment; (h) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (i) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**19. UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on an annual basis.

**20. UCC – ARTICLE 2A PROVISIONS.** YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

**21. TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU will file all necessary informational returns with the IRS, on a timely basis, and provide US with copies of such filed returns relating to this Lease. If YOU fail to file the necessary informational returns on a timely basis, YOU authorize US, in OUR sole discretion, to engage a tax professional to complete the required returns on YOUR behalf and expense, which YOU will promptly execute and file. If it is determined that any of the interest may not be excluded from gross income, YOU agree to pay to US an additional amount determined by US for the loss of such excludability.

**22. BANK QUALIFICATION.** If this Lease has been designated a "qualified tax-exempt obligation" on the front page of this Lease, YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**23. CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease will be governed and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

**24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease.

**25. COUNTERPARTS; NOTICES; ELECTRONIC TRANSACTION.** This Lease may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. Notices hereunder shall be deemed given when delivered personally, sent via overnight courier, facsimile or e-mail (with confirmation of transmission), or certified U.S. Mail, addressed as set forth above. Copies, electronic files and other reproductions of original documents shall be deemed to be authentic counterparts for all purposes. There shall be only one original counterpart of this Lease and it shall bear OUR original ink or electronic signature and be marked "Original." To the extent that this Lease constitutes chattel paper (as that term is defined by the UCC), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of such original bearing OUR ink or electronic original signature. YOU consent to the use of electronic signatures on this Lease and any related documents.

**26. ROLE OF LESSOR.** WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain YOUR own financial, legal, tax, accounting and other advice with respect to this Lease from YOUR own advisors (including as it relates to structure, timing, terms and similar matters).

**ATTACHMENT 1 TO  
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-303 DATED AS OF July 21, 2021**

**LEASE PAYMENT SCHEDULE**

LESSOR: The Huntington National Bank

LESSEE: City of Spokane

COMMENCEMENT DATE\*: \_\_\_\_\_

INTEREST RATE: 3.09%

PAYMENT FREQUENCY: Monthly

The first Lease Payment shall be due in arrears on the date that is one month after the Commencement Date, and subsequent Lease 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 Price
				154,858.95
1	2,789.01	399.14	2,389.87	152,469.08
2	2,789.01	392.98	2,396.03	150,073.05
3	2,789.01	386.80	2,402.21	147,670.84
4	2,789.01	380.61	2,408.40	145,262.44
5	2,789.01	374.40	2,414.61	142,847.83
6	2,789.01	368.18	2,420.83	140,427.00
7	2,789.01	361.94	2,427.07	137,999.93
8	2,789.01	355.68	2,433.33	135,566.60
9	2,789.01	349.41	2,439.60	133,127.00
10	2,789.01	343.12	2,445.89	130,681.11
11	2,789.01	336.82	2,452.19	128,228.92
12	2,789.01	330.50	2,458.51	125,770.41
13	2,789.01	324.16	2,464.85	123,305.56
14	2,789.01	317.81	2,471.20	120,834.36
15	2,789.01	311.44	2,477.57	118,356.79
16	2,789.01	305.05	2,483.96	115,872.83
17	2,789.01	298.65	2,490.36	113,382.47
18	2,789.01	292.23	2,496.78	110,885.69
19	2,789.01	285.80	2,503.21	108,382.48
20	2,789.01	279.35	2,509.66	105,872.82
21	2,789.01	272.88	2,516.13	103,356.69
22	2,789.01	266.39	2,522.62	100,834.07
23	2,789.01	259.89	2,529.12	98,304.95
24	2,789.01	253.37	2,535.64	95,769.31
25	2,789.01	246.84	2,542.17	93,227.14
26	2,789.01	240.28	2,548.73	90,678.41
27	2,789.01	233.72	2,555.29	88,123.12

28	2,789.01	227.13	2,561.88	85,561.24
29	2,789.01	220.53	2,568.48	82,992.76
30	2,789.01	213.91	2,575.10	80,417.66
31	2,789.01	207.27	2,581.74	77,835.92
32	2,789.01	200.62	2,588.39	75,247.53
33	2,789.01	193.94	2,595.07	72,652.46
34	2,789.01	187.26	2,601.75	70,050.71
35	2,789.01	180.55	2,608.46	67,442.25
36	2,789.01	173.83	2,615.18	64,827.07
37	2,789.01	167.09	2,621.92	62,205.15
38	2,789.01	160.33	2,628.68	59,576.47
39	2,789.01	153.55	2,635.46	56,941.01
40	2,789.01	146.76	2,642.25	54,298.76
41	2,789.01	139.95	2,649.06	51,649.70
42	2,789.01	133.12	2,655.89	48,993.81
43	2,789.01	126.28	2,662.73	46,331.08
44	2,789.01	119.41	2,669.60	43,661.48
45	2,789.01	112.53	2,676.48	40,985.00
46	2,789.01	105.64	2,683.37	38,301.63
47	2,789.01	98.72	2,690.29	35,611.34
48	2,789.01	91.79	2,697.22	32,914.12
49	2,789.01	84.83	2,704.18	30,209.94
50	2,789.01	77.86	2,711.15	27,498.79
51	2,789.01	70.88	2,718.13	24,780.66
52	2,789.01	63.87	2,725.14	22,055.52
53	2,789.01	56.85	2,732.16	19,323.36
54	2,789.01	49.80	2,739.21	16,584.15
55	2,789.01	42.74	2,746.27	13,837.88
56	2,789.01	35.67	2,753.34	11,084.54
57	2,789.01	28.57	2,760.44	8,324.10
58	2,789.01	21.45	2,767.56	5,556.54
59	2,789.01	14.32	2,774.69	2,781.85
60	2,789.01	7.16	2,781.85	0.00
Grand Totals	167,340.60	12,481.65	154,858.95	

Lessee: City of Spokane

By: \_\_\_\_\_

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

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

\*YOU hereby authorize US to fill in the Commencement Date based on the earlier of the date that WE disburse funds to the Vendor of the Equipment following receipt of YOUR executed Acceptance Certificate, or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent.

## EQUIPMENT DESCRIPTION

Description/Serial No./Model No.	Location	Total Cost
(3) Toro Groundsmaster 3300 AWD, (1) Toro Groundsmaster 3200 2WD & (1) Grandstand MF 26.5hp together with all attachments and accessories thereto	2304 E Mallon Ave, Spokane, WA 99202	\$154,858.95

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

**ATTACHMENT 3 TO  
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-303 DATED AS OF July 21, 2021**

**ACCEPTANCE CERTIFICATE**

The Huntington National Bank  
11100 Wayzata Blvd, Suite 801  
Minnetonka, MN 55305

Re: Governmental Lease-Purchase Agreement No. 008-0676522-303 between The Huntington National Bank, as Lessor (the "Lessor"), and City of Spokane, as Lessee (the "Lessee").

Ladies and Gentlemen:

In accordance with the above-referenced Governmental Lease-Purchase Agreement No. 008-0676522-303 (the "Lease"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Lease) listed in the Lease has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Lease as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Lease.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a default as set forth in Section 15 of the Lease exists at the date hereof.
5. 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.
6. The serial number for each item of Equipment that is set forth in the Lease is correct.
7. Lessee hereby acknowledges and agrees to the Lease Payment Schedule attached to the Lease as Attachment 1.

Date: \_\_\_\_\_, 20\_\_

Lessee: City of Spokane

By: \_\_\_\_\_

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

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

**INSURANCE COVERAGE REQUIREMENTS**

RE: INSURANCE COVERAGE REQUIREMENTS

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

<b>Insurance Company Liability:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>
<b>Insurance Company Property:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>

to issue: (check to indicate coverage)

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

Leased Property: (3) Toro Groundsmaster 3300 AWD, (1) Toro Groundsmaster 3200 2WD & (1) Grandstand MF 26.5hp together with all attachments and accessories thereto

Coverage Required: \$154,858.95

☒ 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:

\$1,000,000.00	per person
\$1,000,000.00	aggregate bodily injury liability
\$1,000,000.00	property damage liability

Proof of insurance coverage will be provided to The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305, prior to the time that the property is delivered to Lessee.

Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at (866) 465-3149.

Lessee: City of Spokane

By: \_\_\_\_\_

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

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



# OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: July 21, 2021

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 801  
Minnetonka, MN 55305

Re: Governmental Lease-Purchase Agreement No. 008-0676522-303, dated as of July 21, 2021, 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 Governmental Lease-Purchase Agreement described above and the related escrow agreement, if any (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. 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.
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. 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.
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 5 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 Lease 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**  
**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-303**  
**DATED AS OF July 21, 2021**

A resolution authorizing the negotiation, execution, and delivery of Governmental Lease-Purchase Agreement No. **008-0676522-303** dated **July 21, 2021** (the "Lease"), in principal amount not to exceed **\$154,858.95**, 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 801, 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 Attachment 2 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



**LESSEE FACT SHEET**  
**TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-303 DATED AS OF July 21, 2021**

Please fill in **ALL** of the following questions and return this form with the lease documents:

1. Equipment location address: \_\_\_\_\_

2. Send bills to the following address: \_\_\_\_\_

\_\_\_\_\_  
ATTENTION: \_\_\_\_\_

3. Name of person who issues payment and Phone number: \_\_\_\_\_

( ) \_\_\_\_\_

4. Contract information of person responsible for preparing and filing Form 8038-G or 8038-GC:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

5. Fiscal year end: \_\_\_\_\_

**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0720

**Part I Reporting Authority**If Amended Return, check here ☐

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

<b>11</b> Education . . . . .	<b>11</b>		
<b>12</b> Health and hospital . . . . .	<b>12</b>		
<b>13</b> Transportation . . . . .	<b>13</b>		
<b>14</b> Public safety . . . . .	<b>14</b>		
<b>15</b> Environment (including sewage bonds) . . . . .	<b>15</b>		
<b>16</b> Housing . . . . .	<b>16</b>		
<b>17</b> Utilities . . . . .	<b>17</b>		
<b>18</b> Other. Describe ►	<b>18</b>		
<b>19a</b> If bonds are TANs or RANs, check only box 19a . . . . .			
<b>b</b> If bonds are BANs, check only box 19b . . . . .			
<b>20</b> If bonds are in the form of a lease or installment sale, check box . . . . .			

**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
<b>21</b>		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

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

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	►	years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	►	years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	►	
<b>34</b> Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

**Part VI Miscellaneous**

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

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_
 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 <b>separate</b> Form 8038-G for <b>each</b> 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 1½% 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.



## Amendment to Contract

The "Contract": Lease Number 008-0676522-304 Dated July 21, 2021		Date: July 21, 2021
"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 801, Minnetonka, MN 55305		

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

1. **Section 17 - Purchase Option.** Clause (a) of the first sentence of Section 17 of the Contract is hereby amended and restated in its entirety to read as follows:

"(a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; provided, that, upon satisfaction of the foregoing conditions and with no further action on YOUR part required, YOU will automatically be deemed to have exercised and fully consummated the foregoing purchase option, even if YOUR One Dollar payment to US is never invoiced by US nor paid by YOU;"

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: The Huntington National Bank

By: \_\_\_\_\_

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

Lessee: City of Spokane

By: \_\_\_\_\_

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

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

**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-304 DATED AS OF July 21, 2021  
(TAX-EXEMPT)**

<b>LESSOR</b>	Name <b>The Huntington National Bank</b>		Email: <b>customerservice@financediv.com</b>	
	Address <b>11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305</b>		Fax Number: <b>319-833-4577</b>	
<b>LESSEE</b>	Full Legal Name <b>City of Spokane</b>		Email: Fax:	
	Primary Address <b>808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201</b>		Fiscal Year End: <b>December</b>	FEIN: <b>91-6001280</b>

<b>LEASE PAYMENT INFORMATION</b>	Principal Portion: <b>\$168,352.90</b>	Lease Payments: <i>See Attachment 1: Lease Payment Schedule</i>	<b>BANK QUALIFIED</b>	This Governmental Lease-Purchase Agreement is hereby NOT designated as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.
	Interest Rate: <b>3.09%</b>	Payment Frequency:		
	Maximum Lease Term:  <b>60 Months</b>	<b>Monthly</b>		

**TERMS AND CONDITIONS**

Please read this Governmental Lease-Purchase Agreement No. 008-0676522-304 (including all attachments and schedules hereto, and any related escrow agreement, "Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee," and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns.

**1. LEASE:** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed on Attachment 2: Equipment Description, including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

**2. TERM:** This Lease is effective on the earlier of the date on which WE disburse funds to the vendor of the Equipment or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent (the "Commencement Date"), which date YOU hereby authorize US to fill in on the executed Lease Payment Schedule following OUR receipt from YOU of the executed Acceptance Certificate in the form set forth as Attachment 3 hereto, and continues thereafter for an Initial Term ("Initial Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms"), coinciding with YOUR budget year, up to the total number of months indicated above as the Maximum Lease Term; provided, however, that at the end of the Initial Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, YOU will be deemed to have continued this Lease for the next Renewal Term unless YOU have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 5.**

**3. LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% of the amount due or the maximum amount permitted by law, whichever is less, from the due date.

**4. CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease, and to pay Lease Payments hereunder, through the Maximum Lease Term. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Maximum Lease Term can be obtained. YOUR responsible financial officer will do all things lawfully within his or her power to obtain and maintain funds from which Lease Payments may be made, including making provision for Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

**5. NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease will be deemed terminated at the end of the then current Initial Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

**6. WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. To the extent such warranties are transferrable, WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE EXCEPT IN WRITING AND SIGNED BY THE PARTIES HERETO, AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE WILL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

**7. DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). WHEN THE EQUIPMENT HAS BEEN DELIVERED AND INSTALLED, YOU WILL IMMEDIATELY SIGN AND DELIVER TO US A SEPARATE ACCEPTANCE CERTIFICATE IN THE FORM SET FORTH AS ATTACHMENT 3 HERETO. WE MAY, AT OUR DISCRETION, CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT, AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT WILL HAVE THE SAME EFFECT AS A SIGNED ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the next page of this Lease.)

<b>LESSEE SIGNATURE</b>	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to this Lease (all of which are included by reference) and become part of this Lease. YOU acknowledge that YOU have read and agreed to all the Terms and Conditions.	<b>LESSOR SIGNATURE</b>	Name of Lessor <b>The Huntington National Bank</b>
	<u>City of Spokane</u> Legal Name of Lessee		By _____ Signature
	By _____ Signature		Print Name and Title _____
	Print Name and Title _____		<u>008-0676522-304</u> Lease Number

<b>CERTIFICATE OF CLERK OR SECRETARY</b>	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Lease on behalf of Lessee and whose genuine signature appears thereon, (1) is the duly qualified and acting officer of Lessee as stated beneath his or her signature and (2) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee.	
	Signature: _____ Title: _____	
	THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.	

**8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU will immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 (including but not limited to any termination pursuant to Section 5) or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, to the extent permitted by law, YOU grant to US a first and prior security interest in the Equipment, all cash and negotiable instruments comprising the escrow fund held under any related escrow agreement, and all proceeds of the foregoing. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

**9. MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and to supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU acknowledge that WE are not responsible for providing any required maintenance and/or service for the Equipment. YOU will make all claims for service and/or maintenance solely to the supplier and/or manufacturer and such claims will not affect YOUR obligation to make Lease Payments.

**10. ASSIGNMENT.** YOU agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without OUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits, but not the obligations, that WE now have. The rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. No assignment will be effective until YOU have received written notice from the assignor of the name and address of the assignee. YOU or YOUR agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

**11. LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to, the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or if title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed will be paid to YOU.

**12. INDEMNITY.** WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries (including attorneys' fees and other expenses for the defense of such claim), regardless of nature, relating to the Equipment, including, without limitation, its manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance or operation. This indemnity will continue even after the termination of this Lease.

**13. TAXES.** YOU agree to pay any applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**14. INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. YOU will also obtain and maintain for the term of this Lease, liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law. WE will be the sole named loss payee on the property insurance and named as an additional insured on the liability insurance, and such insurance shall provide US at least thirty days written notice of cancellation. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you.

**15. DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

**16. REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Initial Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; take whatever action at law or in equity may appear necessary or desirable to enforce OUR rights as owner of the Equipment; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

**17. PURCHASE OPTION.** Provided YOU are not in default, YOU will have the option to purchase all, but not less than all, of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Initial Term or any Renewal Term then in effect, upon at least 30 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 30 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

**18. REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as are applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) 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 this Lease or our interest in the Equipment; (h) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (i) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**19. UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on an annual basis.

**20. UCC – ARTICLE 2A PROVISIONS.** YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

**21. TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU will file all necessary informational returns with the IRS, on a timely basis, and provide US with copies of such filed returns relating to this Lease. If YOU fail to file the necessary informational returns on a timely basis, YOU authorize US, in OUR sole discretion, to engage a tax professional to complete the required returns on YOUR behalf and expense, which YOU will promptly execute and file. If it is determined that any of the interest may not be excluded from gross income, YOU agree to pay to US an additional amount determined by US for the loss of such excludability.

**22. BANK QUALIFICATION.** If this Lease has been designated a "qualified tax-exempt obligation" on the front page of this Lease, YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**23. CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease will be governed and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

**24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease.

**25. COUNTERPARTS; NOTICES; ELECTRONIC TRANSACTION.** This Lease may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. Notices hereunder shall be deemed given when delivered personally, sent via overnight courier, facsimile or e-mail (with confirmation of transmission), or certified U.S. Mail, addressed as set forth above. Copies, electronic files and other reproductions of original documents shall be deemed to be authentic counterparts for all purposes. There shall be only one original counterpart of this Lease and it shall bear OUR original ink or electronic signature and be marked "Original." To the extent that this Lease constitutes chattel paper (as that term is defined by the UCC), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of such original bearing OUR ink or electronic original signature. YOU consent to the use of electronic signatures on this Lease and any related documents.

**26. ROLE OF LESSOR.** WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain YOUR own financial, legal, tax, accounting and other advice with respect to this Lease from YOUR own advisors (including as it relates to structure, timing, terms and similar matters).

**ATTACHMENT 1 TO  
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-304 DATED AS OF July 21, 2021**

**LEASE PAYMENT SCHEDULE**

LESSOR: The Huntington National Bank

LESSEE: City of Spokane

COMMENCEMENT DATE\*: \_\_\_\_\_

INTEREST RATE: 3.09%

PAYMENT FREQUENCY: Monthly

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

<b>Payment Number</b>	<b>Rental Payment</b>	<b>Interest Portion</b>	<b>Principal Portion</b>	<b>Purchase Price</b>
1	3,032.04	433.92	2,598.12	168,352.90
2	3,032.04	427.23	2,604.81	165,754.78
3	3,032.04	420.51	2,611.53	163,149.97
4	3,032.04	413.78	2,618.26	160,538.44
5	3,032.04	407.03	2,625.01	157,920.18
6	3,032.04	400.27	2,631.77	155,295.17
7	3,032.04	393.48	2,638.56	152,663.40
8	3,032.04	386.68	2,645.36	150,024.84
9	3,032.04	379.86	2,652.18	147,379.48
10	3,032.04	373.03	2,659.01	144,727.30
11	3,032.04	366.17	2,665.87	142,068.29
12	3,032.04	359.30	2,672.74	139,402.42
13	3,032.04	352.41	2,679.63	136,729.68
14	3,032.04	345.51	2,686.53	134,050.05
15	3,032.04	338.58	2,693.46	131,363.52
16	3,032.04	331.64	2,693.46	128,670.06
17	3,032.04	324.68	2,700.40	125,969.66
18	3,032.04	317.70	2,707.36	123,262.30
19	3,032.04	310.71	2,714.34	120,547.96
20	3,032.04	303.69	2,721.33	117,826.63
21	3,032.04	296.66	2,728.35	115,098.28
22	3,032.04	289.61	2,735.38	112,362.90
23	3,032.04	282.54	2,742.43	109,620.47
24	3,032.04	275.46	2,749.50	106,870.97
25	3,032.04	268.35	2,756.58	104,114.39
26	3,032.04	261.23	2,763.69	101,350.70
27	3,032.04	254.09	2,770.81	98,579.89
28	3,032.04	246.93	2,777.95	95,801.94
29	3,032.04	239.75	2,785.11	93,016.83
30	3,032.04	232.55	2,792.29	90,224.54
31	3,032.04	225.33	2,799.49	87,425.05
32	3,032.04	218.10	2,806.71	84,618.34
33	3,032.04	210.85	2,813.94	81,804.40
34	3,032.04	203.58	2,821.19	78,983.21
35	3,032.04	196.29	2,828.46	76,154.75
36	3,032.04	188.98	2,835.75	73,319.00
37	3,032.04	181.65	2,843.06	70,475.94
38	3,032.04	174.30	2,850.39	67,625.55
39	3,032.04	166.94	2,857.74	64,767.81
40	3,032.04	159.55	2,865.10	61,902.71
41	3,032.04	152.15	2,872.49	59,030.22
42	3,032.04	144.73	2,879.89	56,150.33
43	3,032.04	137.28	2,887.31	53,263.02
44	3,032.04	129.82	2,894.76	50,368.26
45	3,032.04	122.34	2,902.22	47,466.04
46	3,032.04	114.84	2,909.70	44,556.34
47	3,032.04	107.32	2,917.20	41,639.14
48	3,032.04	99.78	2,924.72	38,714.42
49	3,032.04	92.23	2,932.26	35,782.16
50	3,032.04	84.65	2,939.81	32,842.35
51	3,032.04	77.05	2,947.39	29,894.96
52	3,032.04	69.44	2,954.99	26,939.97
53	3,032.04	61.80	2,962.60	23,977.37
54	3,032.04	54.14	2,970.24	21,007.13
55	3,032.04	46.47	2,977.90	18,029.23
56	3,032.04	38.77	2,985.57	15,043.66
			2,993.27	12,050.39

57	3,032.04	31.06	3,000.98	9,049.41
58	3,032.04	23.32	3,008.72	6,040.69
59	3,032.04	15.57	3,016.47	3,024.22
60	3,032.04	7.82	3,024.22	0.00
Grand Totals	181,922.40	13,569.50	168,352.90	

Lessee: City of Spokane

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
 \*YOU hereby authorize US to fill in the Commencement Date based on the earlier of the date that WE disburse funds to the Vendor of the Equipment following receipt of YOUR executed Acceptance Certificate, or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent.

## EQUIPMENT DESCRIPTION

Description/Serial No./Model No.	Location	Total Cost
(1) Toro Pro Force Debris Blower, (1) Toro Groundsmaster 5900 and (4) Toro Workman GTX EFI together with all attachments and accessories thereto	2304 E Mallon Ave, Spokane, WA 99202	\$168,352.90

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



**ATTACHMENT 3 TO  
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-304 DATED AS OF July 21, 2021**

**ACCEPTANCE CERTIFICATE**

The Huntington National Bank  
11100 Wayzata Blvd, Suite 801  
Minnetonka, MN 55305

Re: Governmental Lease-Purchase Agreement No. 008-0676522-304 between The Huntington National Bank, as Lessor (the "Lessor"), and City of Spokane, as Lessee (the "Lessee").

Ladies and Gentlemen:

In accordance with the above-referenced Governmental Lease-Purchase Agreement No. 008-0676522-304 (the "Lease"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Lease) listed in the Lease has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Lease as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Lease.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a default as set forth in Section 15 of the Lease exists at the date hereof.
5. 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.
6. The serial number for each item of Equipment that is set forth in the Lease is correct.
7. Lessee hereby acknowledges and agrees to the Lease Payment Schedule attached to the Lease as Attachment 1.

Date: \_\_\_\_\_, 20\_\_

Lessee: City of Spokane

By: \_\_\_\_\_

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

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

**INSURANCE COVERAGE REQUIREMENTS**

RE:       INSURANCE COVERAGE REQUIREMENTS

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

<b>Insurance Company Liability:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>
<b>Insurance Company Property:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>

to issue: (check to indicate coverage)

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

Leased Property: (1) Toro Pro Force Debris Blower, (1) Toro Groundsmaster 5900 and (4) Toro Workman GTX EFI together with all attachments and accessories thereto

Coverage Required: \$168,352.90

  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:

\$1,000,000.00	per person
\$1,000,000.00	aggregate bodily injury liability
\$1,000,000.00	property damage liability

Proof of insurance coverage will be provided to The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305, prior to the time that the property is delivered to Lessee.

Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at (866) 465-3149.

Lessee:   City of Spokane

By: \_\_\_\_\_

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

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

# OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: July 21, 2021

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 801  
Minnetonka, MN 55305

Re: Governmental Lease-Purchase Agreement No. 008-0676522-304, dated as of July 21, 2021, 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 Governmental Lease-Purchase Agreement described above and the related escrow agreement, if any (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. 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.
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. 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.
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 5 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 Lease 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**  
**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-304**  
**DATED AS OF July 21, 2021**

A resolution authorizing the negotiation, execution, and delivery of Governmental Lease-Purchase Agreement No. **008-0676522-304** dated **July 21, 2021** (the "Lease"), in principal amount not to exceed **\$168,352.90**, 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 801, 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 Attachment 2 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



**LESSEE FACT SHEET**  
**TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-304 DATED AS OF July 21, 2021**

Please fill in **ALL** of the following questions and return this form with the lease documents:

1. Equipment location address: \_\_\_\_\_

2. Send bills to the following address: \_\_\_\_\_

\_\_\_\_\_  
ATTENTION: \_\_\_\_\_

3. Name of person who issues payment and Phone number: \_\_\_\_\_

( ) \_\_\_\_\_

4. Contract information of person responsible for preparing and filing Form 8038-G or 8038-GC:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

5. Fiscal year end: \_\_\_\_\_

**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0720

**Part I Reporting Authority**If Amended Return, check here ☐

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

<b>11</b> Education . . . . .	<b>11</b>		
<b>12</b> Health and hospital . . . . .	<b>12</b>		
<b>13</b> Transportation . . . . .	<b>13</b>		
<b>14</b> Public safety . . . . .	<b>14</b>		
<b>15</b> Environment (including sewage bonds) . . . . .	<b>15</b>		
<b>16</b> Housing . . . . .	<b>16</b>		
<b>17</b> Utilities . . . . .	<b>17</b>		
<b>18</b> Other. Describe ►	<b>18</b>		
<b>19a</b> If bonds are TANs or RANs, check only box 19a . . . . .			
<b>b</b> If bonds are BANs, check only box 19b . . . . .			
<b>20</b> If bonds are in the form of a lease or installment sale, check box . . . . .			

**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
<b>21</b>		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

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

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	►	years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	►	years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	►	
<b>34</b> Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

**Part VI Miscellaneous**

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

Signature of issuer's authorized representative _____ Date _____	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

(Rev. September 2018)

## Information Return for Tax-Exempt Governmental Bonds



Department of the Treasury  
Internal Revenue Service

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 <b>separate</b> Form 8038-G for <b>each</b> 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 1<sup>1</sup>/<sub>2</sub>% 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:

<b>Learning about the law or the form</b> . . . . .	2 hr., 41 min.
<b>Preparing, copying, assembling, and sending the form to the IRS</b> . . . . .	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.



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		
<b>Committee meeting date</b>	September 02, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509.652-6276	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	2021-0437		
<b>Item title:</b> (Use exact language noted on the agenda)	Coffman Engineers/Expo butterfly design phase II (\$64,500, tax exempt)		
<b>Begin/end dates</b>	Begins: 05/13/2021    Ends: 09/30/2022 <input type="checkbox"/> Open ended		
<b>Background/history:</b> The Park Board approved the Phase I Expo Butterfly Preliminary Design by Coffman Engineers and specialty consultant Guildworks. The Park Board also authorized Park Staff to negotiate the scope and fee for phase 2 (final) design with the same consultant.  Staff worked with the consultant to develop a scope and fee that meets the needs of the project and is cost effective. If approved by Park Board, phase 2 design will begin immediately. The deliverables of the project include structural calculations, bid drawings, and review of contractor shop drawings.			
<b>Motion wording:</b> Approve Expo Butterfly Design Phase 2 contract with Coffman Engineers in the amount of \$64,500, tax exempt, from Unrestricted Park Foundation Funds.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: Tom Arnold    Email address: arnold@coffman.com    Phone: (509) 328-2994			
<b>Distribution:</b> Parks – Accounting    culley.parris@coffman.com Parks – Pamela Clarke    mar@guildworks.com Requester: Berry Ellison    bellison@spokanecity.org Grant Management Department/Name:    jmoog@spokanecity.org			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$64,500.00    Budget code: 1950-54920-94000-56522			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input 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: 600-310-893    Business license expiration date: 2/28/22 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



Aug 31, 2021

Mr. Berry Ellison  
City of Spokane  
808 W Spokane Falls Blvd.  
Spokane, WA 99201

Project: Riverfront Park Expo Butterflies Redesign  
Spokane Valley, WA

Subject: Proposal for Phase 2 Professional Engineering Services

Dear Mr. Ellison:

Coffman Engineers, Inc. (CEI) is pleased to submit this proposal for engineering services for the second phase of the redesign of the Riverfront Park Expo Butterfly Sculptures. If you find this proposal acceptable, please sign in the space at the end of this proposal and return to Coffman as written authorization to proceed. Our proposal is based on phase I project meetings with the City, stakeholders, and GuildWorks.

## **BASIC SERVICES: PHASE II**

Phase II will consist of final development of loads, design & engineering of the structure & joints, and the development of a design drawing set for the contractor addressing dimensions, materials, and intended general installation approach. To reduce costs CEI will not generate full fabrication drawings. Complex parts (such as wing connections) will be supplied in native part files or .STEP files for the contractor to utilize in developing shop drawings and fabrication. The subsequent shop drawings will be checked by CEI. GuildWorks will provide a drawing detailing the fabric covering and wing battens to the fabricated and installed butterfly.

### **Preliminary Task List:**

- Final engineering analysis and system loading
- Final development of all bearings and hinges
- Final stress calculation of all members and connection details
- Final engineering review and approval of all elements of design
- Create detail drawings for all but the most complex components of the butterfly
- Stamped drawings
- Provide general erection and lifting approach intention for contractors to develop fully.
- Create production documents for wing fabrics, including batten design and all connections as well as any more sculptural aspects of wing fabric layout and visual design

## **SCHEDULE**

In order to maintain personnel continuity, we need additional schedule to allow for Max Warthen to have paternity leave in October (approximate). We will complete as much as we can before his leave, however, the timing is uncertain and the budget is tight, which does not afford us the margin to spool up a different engineer to support the project.

1. Detailed Engineering during September – paternity leave permitting
2. Detailed Drawings 60% approximately 2 weeks after detailed engineering is complete
3. 90% drawings for contractor(s) to bid – 1 December or sooner.
4. 100% final drawings for construction – After award / comments / questions / clarifications from contractors

## **DELIVERABLES**

1. 60% design review for review with City Representative(s)
2. 90% design drawing package for bid (identifying proposed member sizes, connection approach, materials, and other information necessary for bidding)
3. IFC design drawing package, 3D models of complex components to provide to contractor awarded the fabrication and installation contract.

## **ASSUMPTIONS/CLARIFICATIONS**

Our proposal assumes the following assumptions and clarifications:

5. Costs associated with removing, inspecting, and providing guidance for repairing the existing rotor assembly are not included in the Phase II cost estimate due to the rotor assembly's state being unknown. This is an area of risk to this budget and could incur additional costs.
6. Phase 2 is developmental and subject to the limits of engineering feasibility. Coffman and GuildWorks have worked closely with the City to develop the concept and ROM cost. Any changes in approach directed by the City will incur additional costs.
7. Lighting design will be deferred to the construction phase and may be managed by the city as an entirely separate effort.
8. Final lifting plans as well as assembly ground support will be deferred to the contractor during the construction phase.
9. Detailed drawings of the complex wing connection brackets will not be provided by CEI, but CEI will supply 3D models to the awarded contractor for use in fabrication.
10. The design phase does not include construction support. The construction phase will include a CEI review of contractor shop drawings.

## ENGINEERING FEES

We propose to provide our basic services as described on a lump sum basis for phase II of \$64,500. Coffman Engineers will include copies of invoices from GuildWorks as expenses to the project with a standard 10% markup.

Coffman Design Effort	\$41,400
GuildWorks Design Effort	\$23,100
<b>Total Design Phase II Cost</b>	<b>\$64,500</b>

## REIMBURSABLE EXPENSES

Reimbursable expenses for travel, meals, and postage/delivery charges are included in our Basic Services fee above.

Thank you for this opportunity to be of service to you. If this meets with your approval, please sign and return one copy for our files.

Please call if you have any questions.

Sincerely,

COFFMAN ENGINEERS, INC.



Culley Parris, PE  
Senior Discipline Mechanical Engineer



Craig Lee, S.E.  
Principal Advisor Structural Engineer

Enclosure: Agreement for Professional Services

This proposal is acceptable to Berry Ellison, City of Spokane:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park Committee		
<b>Committee meeting date</b>	Sept. 2, 2021		
<b>Requester</b>	Jonathan Moog	<b>Phone number:</b> 625-6243	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	New OPR; Cross reference: OPR 2021-0595		
<b>Item title:</b> (Use exact language noted on the agenda)	Doppelmayr USA master agreement (not to exceed \$50,000/annually)		
<b>Begin/end dates</b>	Begins: 09/15/2021	Ends: 09/15/2026	<input type="checkbox"/> Open ended
<b>Background/history:</b> The Numerica SkyRide requires parts and service which are unique to the attraction and with specifications determined and certified by the manufacturer. The Park Board approved a sole source resolution with Doppelmayr USA during the August 2021 convening of the Spokane Park Board. This agreement establishes a master agreement for on-call parts and services not to exceed \$50,000 annually.			
<b>Motion wording:</b> Approve Doppelmayr USA master agreement, not to exceed \$50,000 annually			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: James Griffith    Email address: james.griffith@doppelmayrusa.com    Phone: 385-272-7462			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$50,000 annually    Budget code: 1400-54312-76810-54201			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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&amp;E Roster - City of Spokane  <input checked="" type="checkbox"/> UBI: 602-200-664    Business license expiration date: 9/30/22         </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**

**PUBLIC WORKS AGREEMENT**

**ON-CALL PARTS AND SERVICE  
FOR SKY RIDE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **DOPPELMAYR USA INC.**, whose address is 3160 West 500 South, Salt Lake City, Utah 84104, as ("Contractor") individually hereafter referenced as a "party", and together as the "parties", individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide On-Call, Parts and Service for the Sky Ride; and*

*WHEREAS, the Contractor has been deemed a Sole Source Provider.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on September 15, 2021, and ends on September 15, 2026, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The Contractor shall provide on-call Parts and Service for the Sky Ride.

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

#### **4. COMPENSATION / PAYMENT.**

Total annual compensation for Contractor's on-call, as needed services under this Agreement shall be up to a maximum amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** per year, plus applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **5. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **6. PUBLIC WORKS.**

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of

the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

## **7. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

## **9. INDEMNIFICATION.**

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

## **INSURANCE.**

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. 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 Agreement;

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **10. SUBCONTRACTOR RESPONSIBILITY.**

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

## **11. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or

responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

## **12. ASSIGNMENT AND SUBCONTRACTING.**

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

## **13. TERMINATION.**

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

## **14. STANDARD OF PERFORMANCE.**

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

## **15. ANTI KICK-BACK.**

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

## **16. CONSTRUAL.**

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

## **17. DEBARMENT AND SUSPENSION.**

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

## **18. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

## **19. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**DOPPELMAYR USA 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 – Certification Regarding Debarment

Attachment B - Certification of Compliance with Wage Payment Statutes

M21-169



## ATTACHMENT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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



## Certification of Compliance with Wage Payment Statutes

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

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

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

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



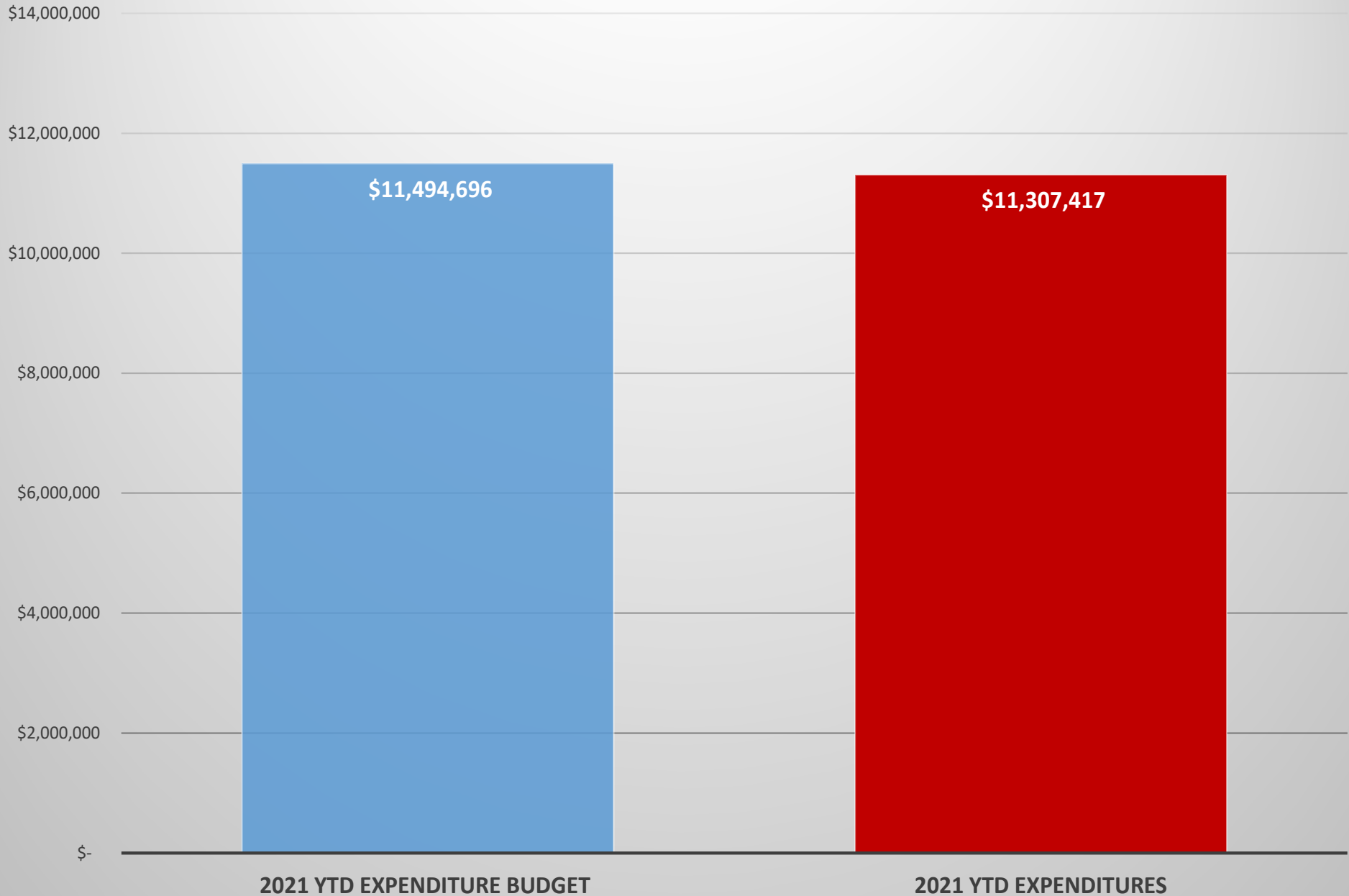
*City of Spokane*  
***PARKS***  
***& RECREATION***

Financial Reports

August 2021

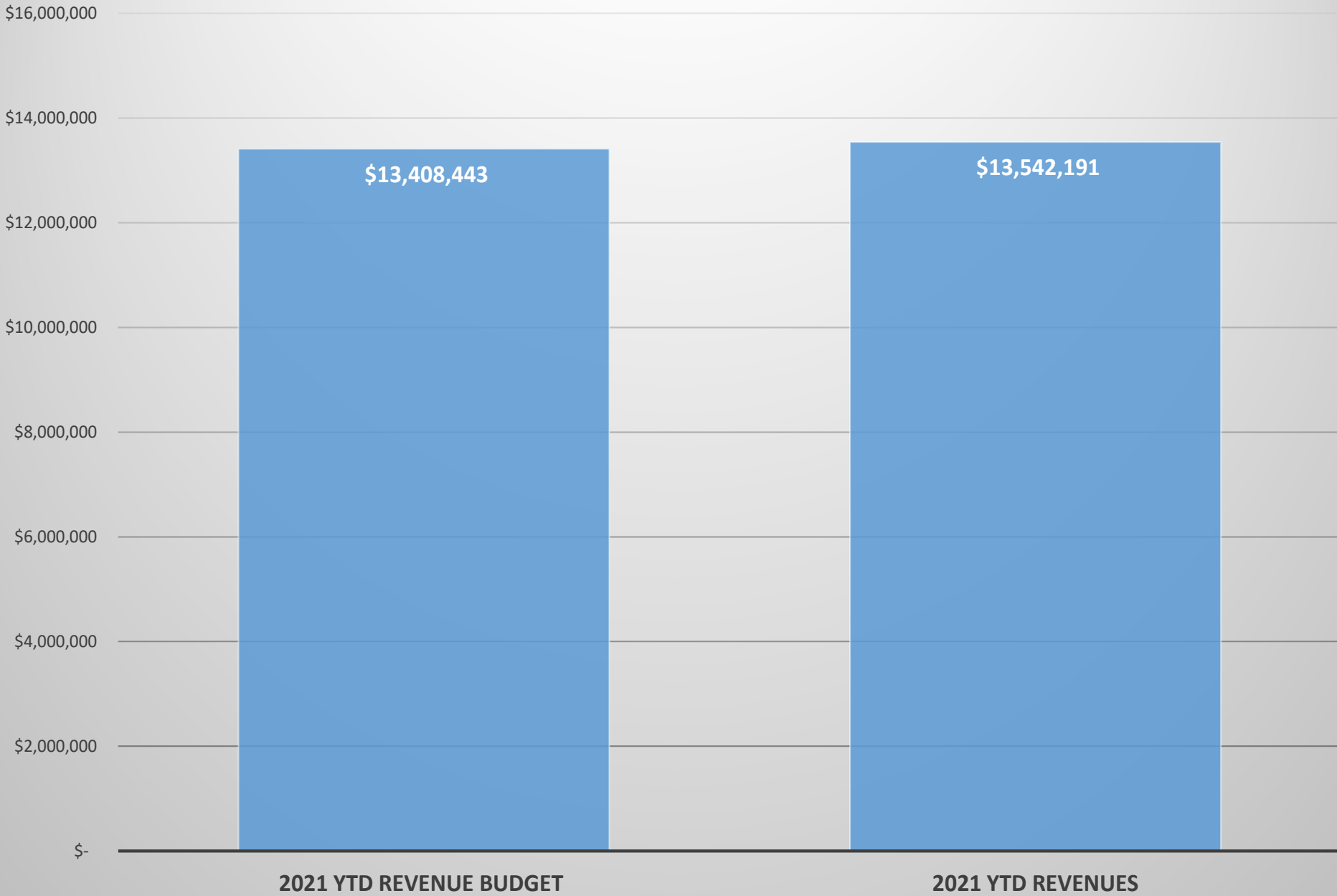
# Park Fund

## August 2021 Expenditures vs. Historical Budget Average



**Park Fund**

**August 2021 Total Revenues vs. Historical Budget Average**



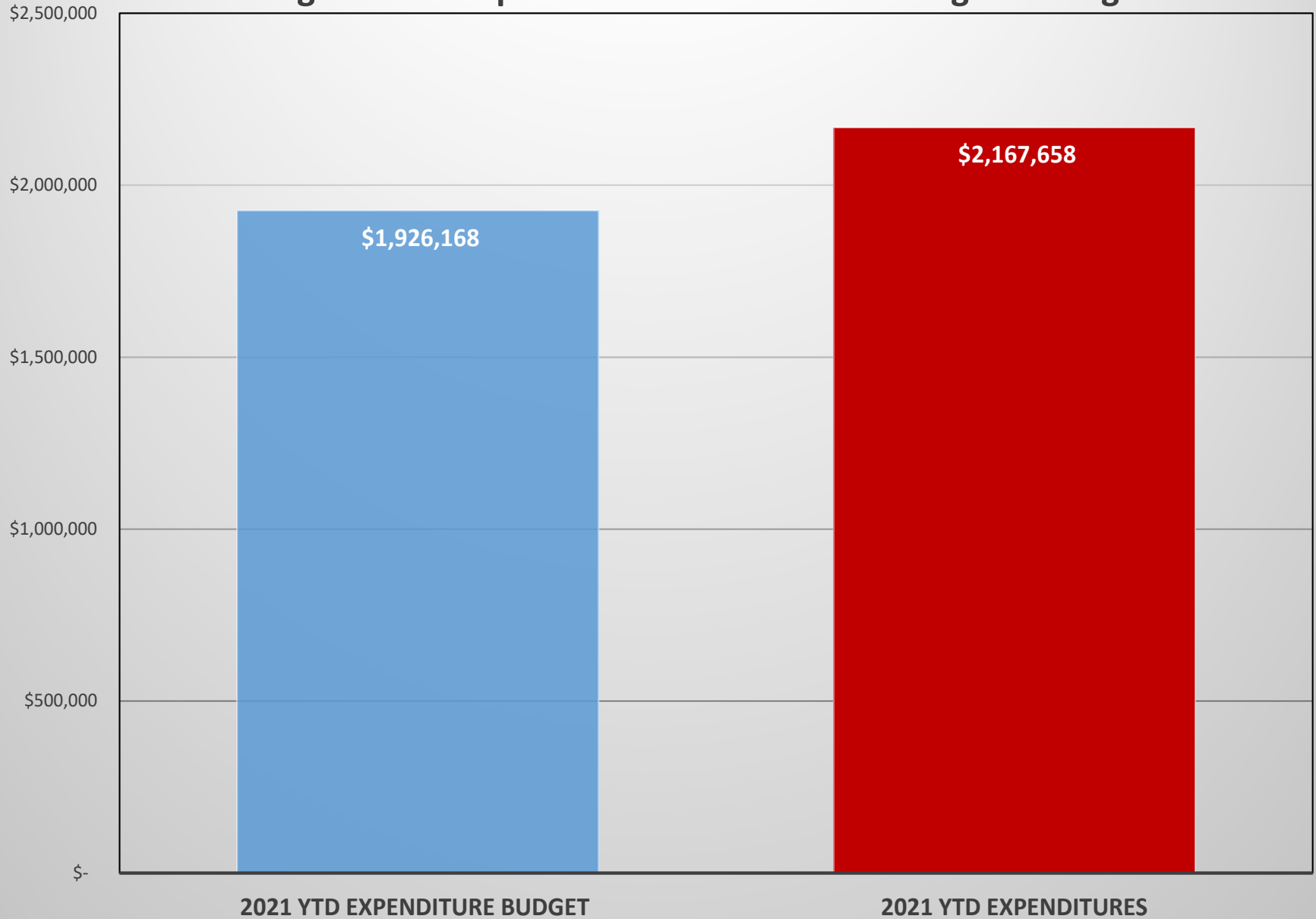
**Park Fund**

**Total August 2021 YTD Expenditures vs. Total YTD Revenues**



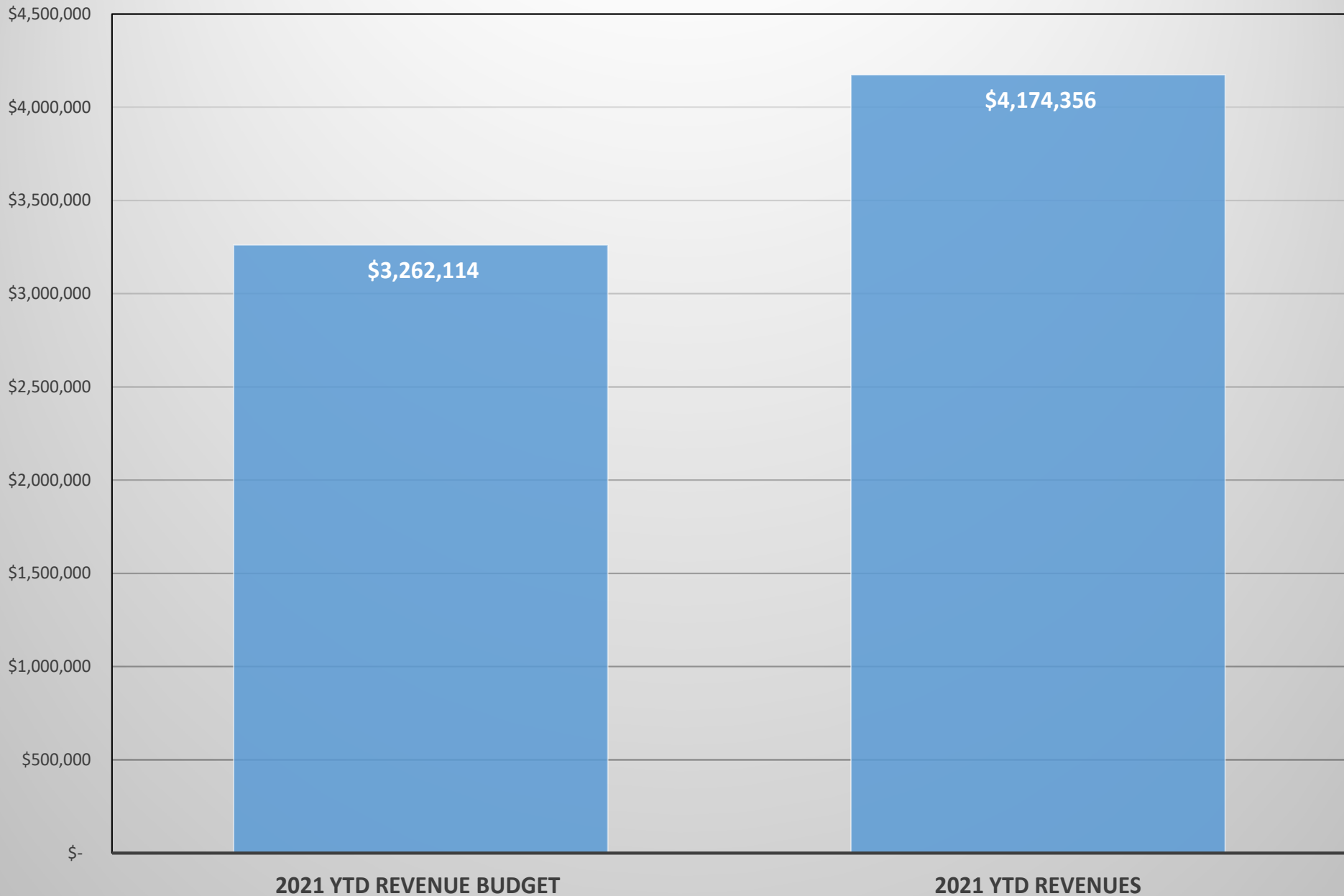
# Golf Fund

## August 2021 Expenditures vs. Historical Budget Average



# Golf Fund

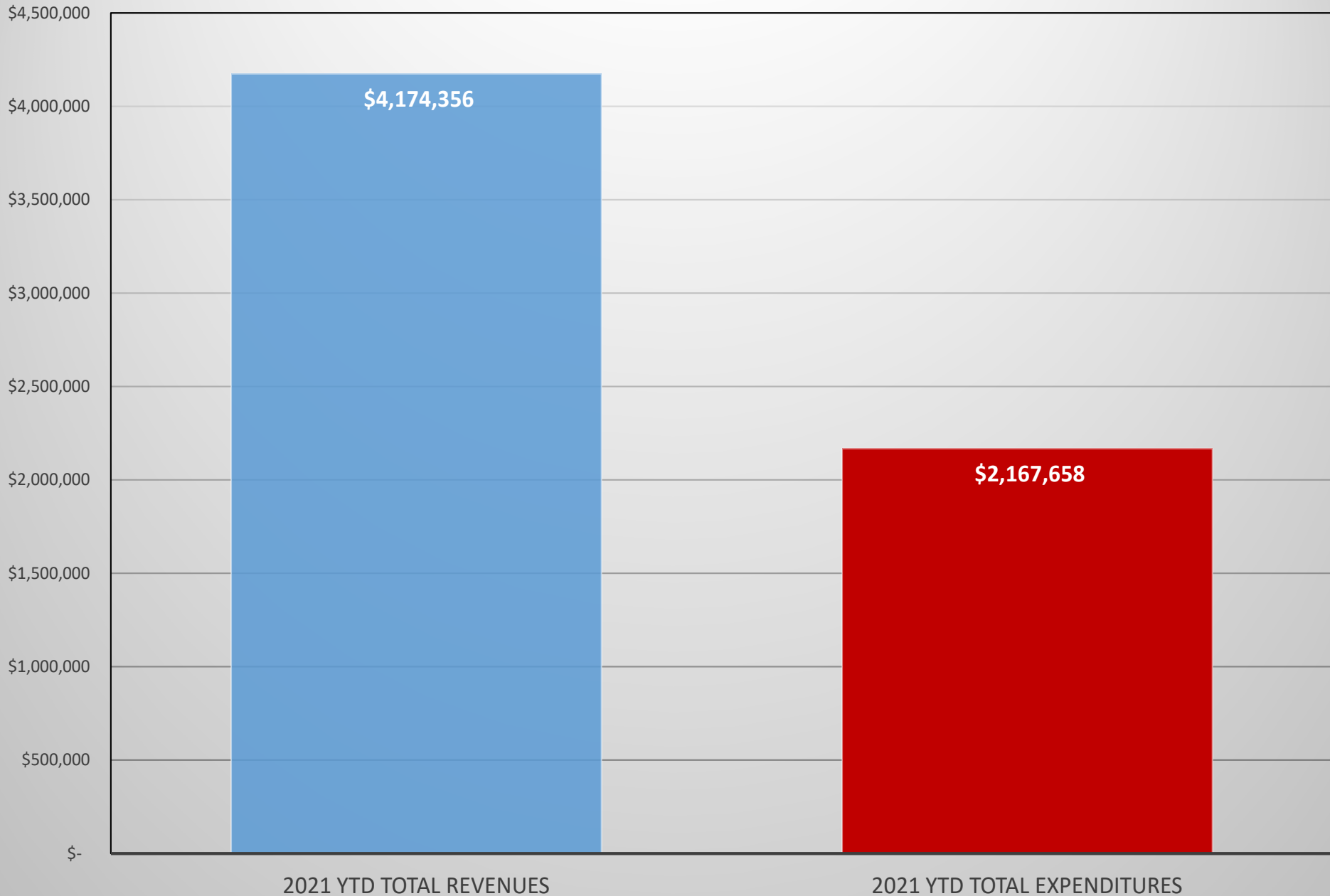
## August 2021 Total Revenues vs. Historical Budget Average





# Golf Fund

## Total August 2021 YTD Expenditures vs. Total YTD Revenues



Project Component	Budget Adopted December 2020	Expended as of August 31, 2021	Committed to Date	Budget Balance
1. South Bank West	\$ 10,412,530.00	\$ 10,412,530.00	\$ -	\$ -
2. South Bank Central	\$ 11,744,579.00	\$ 11,744,579.00	\$ -	\$ -
3. Howard St. SC Bridge	\$ -	\$ -	\$ -	\$ -
4. Promenades & Cent. Trail	\$ 8,515,817.00	\$ 8,231,332.00	\$ 308,237.39	\$ (4,752.39)
5. Havermale Island	\$ 22,186,182.00	\$ 22,186,182.00	\$ -	\$ -
6. snxw menez	\$ 756,742.00	\$ 201,742.00	\$ 435,000.00	\$ 120,000.00
7. North Bank	\$ 10,133,837.00	\$ 10,358,725.00	\$ 354,978.43	\$ (129,866.43)
8. South Bank East	\$ 156,847.00	\$ 156,847.00	\$ -	\$ -
Program Level	\$ 4,488,758.00	\$ 4,254,789.00	\$ 101,335.69	\$ 132,633.31
Total	\$ 68,395,292.00	\$ 67,546,726.00	\$ 1,199,551.51	\$ 118,014.49

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	This emergency action item did not have the opportunity to come through committee.		
<b>Committee meeting date</b>	n/a		
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Vietzke Excavation Inc. contract for emergency sewer repair/Corbin Art Center - Edwidge Woldson Park (\$84,975.77, plus tax)		
<b>Begin/end dates</b>	Begins: 08/11/2021	Ends: 02/11/2022	<input type="checkbox"/> Open ended
<b>Background/history:</b> The main sewer line serving the Corbin Art Center failed (collapsed) in mid-August, backing sewage up into the basement closing the facility to the public. Since the collapse, parks staff has secured emergency authorization to secure a contractor to repair the collapsed portion of the line and clean the unaffected portions of the sewer. After several attempts to repair portions of the line, the contractor has been unable to restore sewer service via repairs. Complete replacement of the sewer line is required. This emergency repair contract includes all repair and cleaning to date as well as the required complete replacement work.			
<b>Motion wording:</b> Move to approve the Vietzke Excavation Inc. contract for emergency sewer repair at Corbin Art Center in the amount of \$84,975.77, plus tax.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Vietzke Excavation, Inc. Name: Kipp Riley    Email address: kipp@vietzke.biz    Phone: 509.244.9607			
<b>Distribution:</b> Parks – Accounting    Thea Prince Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$84,975.77, plus tax    Budget code: 1950 (equipment replacement reserve)			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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: 600-267-176 Business license expiration date: 8/31/22 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

Title: **CORBIN ART CENTER EMERGENCY  
SEWER REPAIR/REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **VIETZKE EXCAVATING, INC.**, whose address is 2011 South Craig Road, Airway Heights, Washington 99001 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide Emergency Sewer Repair/Replacement at the Corbin Art Center; and*

*WHEREAS, this work is being completed pursuant to the Emergency Justification Process.*

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

**1. TERM OF AGREEMENT.**

This Contract shall begin on August 11, 2021 and end on February 11, 2022, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Contractor's Estimates, which are attached as Exhibit C and made a part of this Agreement. This Work is emergent pursuant to the Emergency Noncompetitive Procurement Justification Form attached as Exhibit D. In the event of a conflict or discrepancy in the contract documents, the City Agreement.

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

#### 4. **COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **EIGHTY FOUR THOUSAND NINE HUNDRED SEVENTY FIVE AND 77/100 DOLLARS (\$84,975.77)** not including tax. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76.

#### 5. **PUBLIC WORKS.**

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. **RETAINAGE IN LIEU OF BOND.** The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- D. **PUBLIC WORKS REQUIREMENTS.** The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification

requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

**6. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**7. CITY OF SPOKANE BUSINESS LICENSE.**

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

**8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

**9. INDEMNIFICATION.**

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

## 10. **INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. 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 Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## 11. **SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

## **12. INDEPENDENT CONTRACTOR.**

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

## **13. ASSIGNMENT AND SUBCONTRACTING.**

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

## **14. TERMINATION.**

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



**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

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

**18. DEBARMENT AND SUSPENSION.**

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

**19. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**VIETZKE EXCAVATING, INC.**

**CITY OF SPOKANE**

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 - Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor's Estimates
- Exhibit D – Emergency Noncompetitive Procurement Justification

## ATTACHMENT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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



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

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

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

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

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

## Exhibit C



Estimate 22156553  
Job 22160126  
Estimate Date 8/10/2021  
Customer PO

**Billing Address**  
Spokane Parks Department  
507 W 7th Ave  
Spokane, WA 99204 USA

**Job Address**  
Nick Hamad  
507 W 7th Ave  
Spokane, WA 99204 USA


#### Estimate Details

Sewer: Excavate for sewer, investigate and make spot repair.

Task #	Description	Quantity
IN01	Utility locates and Site Visit to qualify below inclusions.  Sewer Permit.  Cut, remove asphalt and excavate to access sewer line in driveway.  Cut and inspect sewer line back to building and out to city main.  Make recommendations for repair or replacement of line.  Replace exposed section of sewer line.  Haul in bedding sand.  Backfill and compact all excavation areas.  Replace asphalt in driveway.	1.00
EXCLUDES:	Landscaping repair or replacement. Tree, rock or shrub removal. Sprinkler repair. GFC fees. Anything beyond above scope of work.	1.00
CONDITIONS:	Work is to be accomplished weather and soil conditions permitting. Work areas to be machine backfilled with local material. Unmarked, unknown utilities, rock, concrete or ground water problems will be extra.If this estimate is excepted after asphalt plants close and cold patch asphalt is required there will additional cost. One-half down payment, balance of estimate plus tax due on the day of completion.	1.00
		<b>Sub-Total</b> \$8,505.70
		<b>Tax</b> \$765.51
		<b>Total</b> \$9,271.21

This estimate may be withdrawn if not accepted within 30 days.

I Nick Hamad hereby Authorize Vietzke Trenchless (VIET-AEC121MA) to furnish all labor, machines, and materials as described above. I understand that payment of \$9,271.21 is due upon completion and if not received within 10 days I will be assessed the maximum legal rate of interest, 18% annually / 1.5% per month; plus a \$20.00 service charge on all accounts past due 30 days. I also agree to pay all costs and attorney fees if the account becomes past due. Deposits made with credit card are not 100% refundable. They are subject to a 3% return fee. By signing this document you agree you have read and understand the lifetime limited warranty. Also, please read and sign disclosure.

Print Nicholas A Hamad Date 08 / 11 / 2021  
Sign 



Estimate 22259198  
Job 22209534  
Estimate Date 8/13/2021  
Customer PO

**Billing Address**  
Spokane Parks Department  
507 W 7th Ave  
Spokane, WA 99204 USA

**Job Address**  
Nick Hamad  
507 W 7th Ave  
Spokane, WA 99204 USA

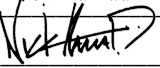
#### Estimate Details

Hydro Excavation: Hydro Excavation to access sewer line.

Task #	Description	Quantity
IN01	Hydro Excavation to access sewer line.	1.00
	Haul in additional material for back fill.	
EXCLUDES:	Landscaping repair or replacement. Tree, rock or shrub removal. Sprinkler repair. GFC fees. Anything beyond above scope of work.	1.00
CONDITIONS:	Work is to be accomplished weather and soil conditions permitting. Work areas to be machine backfilled with local material. Unmarked, unknown utilities, rock, concrete or ground water problems will be extra.If this estimate is excepted after asphalt plants close and cold patch asphalt is required there will additional cost. One-half down payment, balance of estimate plus tax due on the day of completion.	1.00
		<b>Sub-Total</b> \$2,852.15
		<b>Tax</b> \$256.69
		<b>Total</b> \$3,108.84

This estimate may be withdrawn if not accepted within 30 days.

I Nick Hamad hereby Authorize Vietzke Trenchless (VIET-AEC121MA) to furnish all labor, machines, and materials as described above. I understand that payment of \$3,108.84 is due upon completion and if not received within 10 days I will be assessed the maximum legal rate of interest, 18% annually / 1.5% per month; plus a \$20.00 service charge on all accounts past due 30 days. I also agree to pay all costs and attorney fees if the account becomes past due. Deposits made with credit card are not 100% refundable. They are subject to a 3% return fee. By signing this document you agree you have read and understand the lifetime limited warranty. Also, please read and sign disclosure.

Print Nick Hamad Date 08 / 16 / 2021  
Sign 



Estimate 22423935  
Job 22209534  
Estimate Date 8/20/2021  
Customer PO

**Billing Address**  
Spokane Parks Department  
507 W 7th Ave  
Spokane, WA 99204 USA

**Job Address**  
Nick Hamad  
507 W 7th Ave  
Spokane, WA 99204 USA

#### Estimate Details

Hydro jet: Hydro jet from down stream manhole.

Task #	Description	Quantity
IN01	Traffic control plan to close down one lane in Stevens St.  Obstruction Permit.  Set up traffic control for temporary lane closer.  Coordinate with city of spokane sewer department to gain access to manhole in Stevens St.  Provide confined space safety equipment for manhole access.  Hydro jet and video inspect sewer line from manhole.  Coordinate with city of spokane sewer department to have manhole closed.	1.00
EXCLUDES:	Landscaping repair or replacement. Tree, rock or shrub removal. Flagging. Anything beyond above scope of work.	1.00
CONDITIONS:	Work is to be accomplished weather and soil conditions permitting. Work areas to be machine backfilled with local material. Unmarked, unknown utilities, rock, concrete or ground water problems will be extra. One-half down payment, balance of estimate plus tax due on the day of completion.	1.00

**Sub-Total** \$3,831.63  
**Tax** \$344.85  
**Total** \$4,176.48

This estimate may be withdrawn if not accepted within 30 days.  
I Nick Hamad hereby Authorize Vietzke Trenchless (VIET-AEC121MA) to furnish all labor, machines, and materials as described above. I understand that payment of \$4,176.48 is due upon completion and if not received within 10 days I will be assessed the maximum legal rate of interest, 18% annually / 1.5% per month; plus a \$20.00 service charge on all accounts past due 30 days. I also agree to pay all costs and attorney fees if the account becomes past due. Deposits made with credit card are not 100% refundable. They are subject to a 3% return fee. By signing this document you agree you have read and understand the lifetime limited warranty. Also, please read and sign disclosure.

Print Jason Conley Date 08 / 31 / 2021

Sign *Jason Conley*





Estimate 22872062  
Job 22209534  
Estimate Date 9/3/2021  
Customer PO

**Billing Address**  
Spokane Parks Department  
507 W 7th Ave  
Spokane, WA 99204 USA

**Job Address**  
Nick Hamad  
507 W 7th Ave  
Spokane, WA 99204 USA

#### Estimate Details

Sewer replacement : Replace sewer line from outside of foundation to city sewer manhole via the open trench and or bursting method.

Task #	Description	Quantity
IN01	Sewer Utility locates and Site Visit to qualify below inclusions.  Sewer Permit and Obstruction Permit.  Cut, remove asphalt, excavate and lay new 6" PVC sewer line from current excavation outside of foundation to located sewer line on Eastern shoulder of Stevens st.  Close Eastern lane of Stevens St, Hydro Excavate to access sewer line.  Close Western lane of Stevens St and coordinate with city sewer department for man hole access.  Replace existing sewer line with new 6" inch HDPE from Eastern shoulder of Stevens St to City sewer manhole via the pipe bursting method.  Sewer video scope with City of Spokane sewer inspector.  Backfill and compact all excavation areas.  Replace concrete in Manhole at sewer access point.  Replace asphalt in driveway excavation.	1.00
EXCLUDES:	Landscaping repair or replacement. Tree, rock or shrub removal. Sprinkler repair. GFC fees. Anything beyond above scope of work.	1.00
CONDITIONS:	Work is to be accomplished weather and soil conditions permitting. Work areas to be machine backfilled with local material. Unmarked, unknown utilities, rock, concrete or ground water problems will be extra.If this estimate is excepted after asphalt plants close and cold patch asphalt is required there will additional cost. One-half down payment, balance of estimate plus tax due on the day of completion.	1.00
		<b>Sub-Total</b> \$52,642.94
		<b>Tax</b> \$4,737.86
		<b>Total</b> \$57,380.80

This estimate may be withdrawn if not accepted within 30 days.  
I Nick Hamad hereby Authorize Vietzke Trenchless (VIET-AEC121MA) to furnish all labor, machines, and materials as described above. I understand that payment of \$57,380.80 is due upon completion and if not received within 10 days I will be assessed the maximum legal rate of interest, 18% annually / 1.5% per month; plus a \$20.00 service charge on all accounts past due 30 days. I also agree to pay all costs and attorney fees if the account becomes past due. Deposits made with credit card are not 100% refundable. They are subject to a 3% return fee. By signing this document you agree you have read and understand the lifetime limited warranty. Also, please read and sign disclosure.

Print \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Sign \_\_\_\_\_



Estimate 22413192  
Job 22209534  
Estimate Date 8/20/2021  
Customer PO

**Billing Address**  
Spokane Parks Department  
507 W 7th Ave  
Spokane, WA 99204 USA

**Job Address**  
Nick Hamad  
507 W 7th Ave  
Spokane, WA 99204 USA

#### Estimate Details

Liner: Replace sewer line from inside of building to current excavation via the C.I.P.P. Liner method.

Task #	Description	Quantity
IN01	Jackhammer, remove concrete and hand dig to access sewer line in basement.  Replace existing sewer line from inside of foundation to current excavation in parking lot via the C.I.P.P. liner method.  Sewer video scope with City of Spokane sewer inspector.  Backfill and compact all excavation areas in basement.  Replace concrete in basement.	1.00
EXCLUDES:	Landscaping repair or replacement. Tree, rock or shrub removal. Any interior plumbing aside from main connection. Any unforeseen sewer tie-ins. Anything beyond above scope of work.	1.00
CONDITIONS:	Work is to be accomplished weather and soil conditions permitting. Work areas to be machine backfilled with local material. Unmarked, unknown utilities, rock, concrete or ground water problems will be extra. One-half down payment, balance of estimate plus tax due on the day of completion.	1.00
		<b>Sub-Total</b> \$9,439.50
		<b>Tax</b> \$849.56
		<b>Total</b> \$10,289.06

This estimate may be withdrawn if not accepted within 30 days.

I Nick Hamad hereby Authorize Vietzke Trenchless (VIET-AEC121MA) to furnish all labor, machines, and materials as described above. I understand that payment of \$10,289.06 is due upon completion and if not received within 10 days I will be assessed the maximum legal rate of interest, 18% annually / 1.5% per month; plus a \$20.00 service charge on all accounts past due 30 days. I also agree to pay all costs and attorney fees if the account becomes past due. Deposits made with credit card are not 100% refundable. They are subject to a 3% return fee. By signing this document you agree you have read and understand the lifetime limited warranty. Also, please read and sign disclosure.

Print \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Sign \_\_\_\_\_



Estimate 22874622  
Job 22209534  
Estimate Date 9/3/2021  
Customer PO

**Billing Address**  
Spokane Parks Department  
507 W 7th Ave  
Spokane, WA 99204 USA

**Job Address**  
Nick Hamad  
507 W 7th Ave  
Spokane, WA 99204 USA

#### Estimate Details

Rock Chipping : Rock chipping to access sewer line

Task #	Description	Quantity
IN01	Additional machine and rock chipping per day.	1.00
EXCLUDES:	Landscaping repair or replacement. Tree, rock or shrub removal. Sprinkler repair. GFC fees. Anything beyond above scope of work.	1.00
CONDITIONS:	Work is to be accomplished weather and soil conditions permitting. Work areas to be machine backfilled with local material. Unmarked, unknown utilities, rock, concrete or ground water problems will be extra.If this estimate is excepted after asphalt plants close and cold patch asphalt is required there will additional cost. One-half down payment, balance of estimate plus tax due on the day of completion.	1.00
		<b>Sub-Total</b> \$2,567.95
		<b>Tax</b> \$231.12
		<b>Total</b> \$2,799.07

This estimate may be withdrawn if not accepted within 30 days.

I Nick Hamad hereby Authorize Vietzke Trenchless (VIET-AEC121MA) to furnish all labor, machines, and materials as described above. I understand that payment of \$2,799.07 is due upon completion and if not received within 10 days I will be assessed the maximum legal rate of interest, 18% annually / 1.5% per month; plus a \$20.00 service charge on all accounts past due 30 days. I also agree to pay all costs and attorney fees if the account becomes past due. Deposits made with credit card are not 100% refundable. They are subject to a 3% return fee. By signing this document you agree you have read and understand the lifetime limited warranty. Also, please read and sign disclosure.

Print \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Sign \_\_\_\_\_

## Exhibit D



## EMERGENCY NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

**CITY OF SPOKANE**  
**808 W Spokane Falls Blvd**  
**Spokane WA 99201**

Description of Product/Service: \_\_\_\_\_

Requisition Number: \_\_\_\_\_

Estimated amount of this purchase: \$ \_\_\_\_\_

Contract Period: \_\_\_\_\_

Department: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Due Date: \_\_\_\_\_ Work must be completed by: \_\_\_\_\_

Date Material/Equipment/Supplies must be delivered by: \_\_\_\_\_

Location: \_\_\_\_\_

Date Service must begin by: \_\_\_\_\_

*Please provide the following information in order to document justification of an emergency noncompetitive procurement.*

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:

- ☐ The item is available only from a single source
- ☐ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
- ☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal
- ☐ After solicitation of a number of sources, competition is determined inadequate

2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.
3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).
4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).
5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).
6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.

Requested Vendor: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

Vendor Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

If the cost of the noncompetitive procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for noncompetitive procurement is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

\_\_\_\_\_  
Signature of Requestor  
(Must be an authorized Department Buyer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Head or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval by Purchasing (Over \$50,000)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval by Grants Management  
(Required for grant funded purchases)

\_\_\_\_\_  
Date

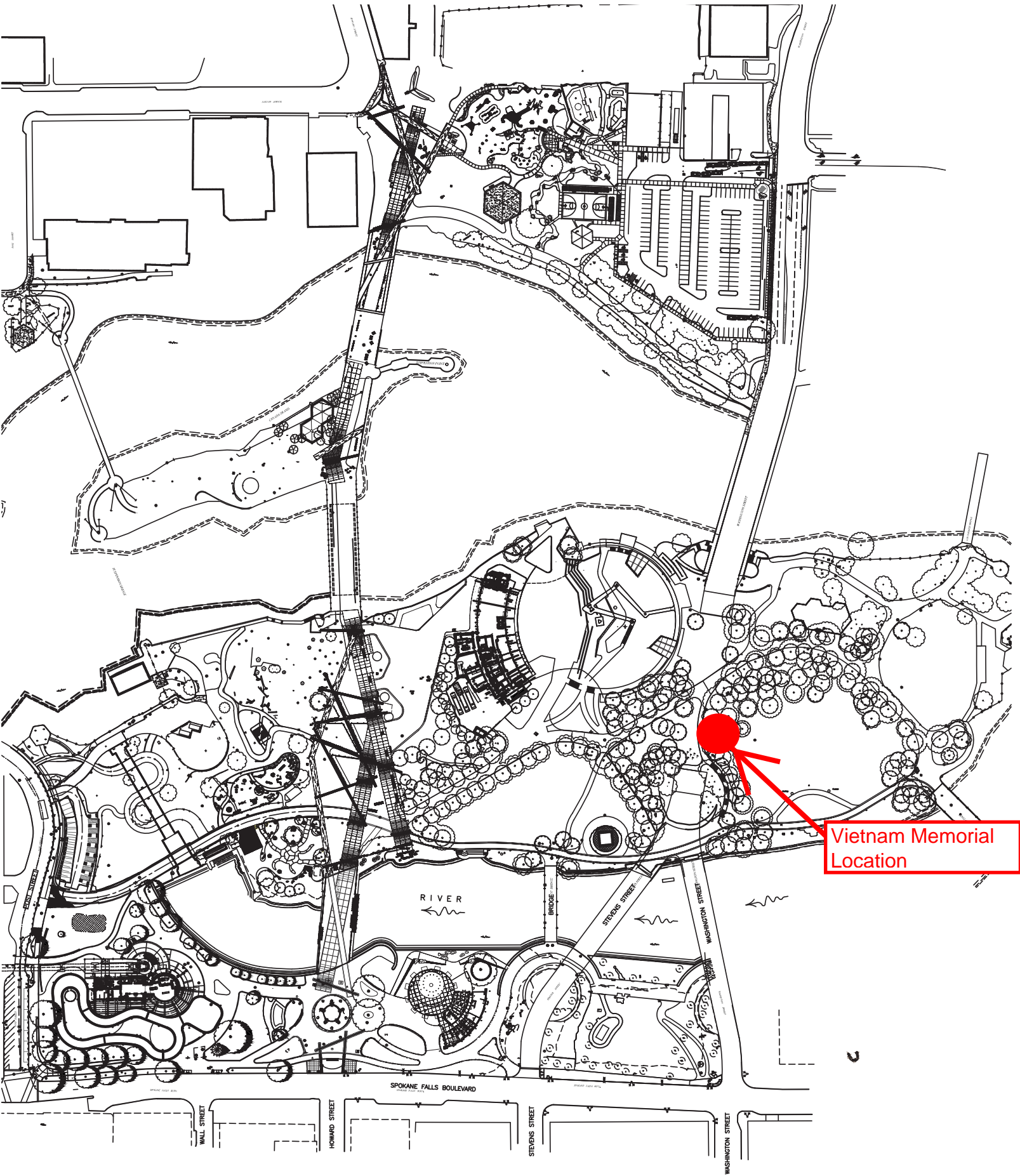
# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		
<b>Committee meeting date</b>	Sept. 2, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509-652-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file (OPR or policy #)</b>	OPR 2021-0554		
<b>Item title:</b> (Use exact language noted on the agenda)	Garco Construction/Vietnam Memorial alternate 1 (\$52,668, tax inclusive)		
<b>Begin/end dates</b>	Begins: 09/09/2021	Ends: 05/01/2022	<input type="checkbox"/> Open ended
<b>Background/history:</b> Park Board previously approved the renovation project's base bid scope of work and alternate #2. At time of approval, the Park Board and Park Director expressed a strong desire to find additional funding to support the expanded scope of work known as alternate 1 which includes additional concrete flatwork, flag poles, decorative handrail, and additional planting & Irrigation. The Park Director was able to secure approximately \$25,000 in private donations while the remaining funds would come from Redevelopment Bond and Park Fund.			
<b>Motion wording:</b> Approve Veterans Memorial Renovation Alternate 1 with Garco Construction, Inc. in the amount of \$52,668, tax inclusive, from public donations, Redevelopment Bond and Park Fund			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Garco Construction Name: Tim Welch    Email address: tim@garco.com    Phone: 509 755-7220			
<b>Distribution:</b> Parks – Accounting    nhamad@spokanecity.org Parks – Pamela Clarke    hurricane18426@gmail.com Requester: Berry Ellison    jmoog@spokanecity.org Grant Management Department/Name:    gerrodm@garco.com			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount:    Budget code: \$25,000    Private Donations 1950 \$13,000    Redevelopment Bond 3346 \$14,668    Park Fund 1400			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input 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: 600-297-734    Business license expiration date: 9/30/21 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			





Vietnam Memorial  
Location

## BASE BID SCOPE OF WORK

— ALTERNATE 2: ADD NEW WAYFINDING SIGN (TYPICAL OF 2). SEE SHEETS W4.01 AND W4.02.

— REMOVE EXISTING ASPHALT AND REPLACE WITH EXPOSED AGGREGATE CONCRETE. 4" THICK CONC OVER 4" COMPACTED AGG. APPLY J-17 CONCRETE SEALER.

EXISTING POWER / CABINET

REPAIR EXISTING TURF AND IRRIGATION WHERE  
DISTURBED BY THIS WORK.

EXISTING AREA LIGHT (TYPICAL), PROTECT IN PLACE

- INSTALL ONE (1) 4" PVC SLEEVE AND TWO (2) 2" PVC CONDUITS UNDER NEW ASPHALT.

EXISTING EXPOSED AGGREGATE CONCRETE:  
PRESSURE WASH AND APPLY J-17 CONCRETE SEALER

ADD BOLLARD TUBE WITH HEAD (TYPICAL OF 4) AND  
CONNECT TO POWER. ADD PHOTOCELL AND TIMER.  
SEE SCHEDULE ABOVE.

ADD BENCHES (TYPICAL OF 3) SURFACE MOUNT.  
MANUFACTURER: MMCITE 7 LLC  
TELE: (704) 995-1942.  
MODEL: LME151-102000 ALUMINUM ALLOY WITH  
JATOBA WOOD (NO SURFACE FINISH)

— MEMORIAL SCULPTURE: REPAIR CRACKS IN GRANITE WITH EPOXY FILLER; SANDBLAST ADDITIONAL NAMES (TYPICAL OF 20); POLISH FACE OF ALL GRANITE SURFACES; CAULK ALL JOINTS (CONTINUOUS). \$3,000 ALLOWANCE.

– ADD CONCRETE FLATWORK (TYPICAL OF HATCHED AREA):  
2'-6" WIDE EXPOSED AGGREGATE CONCRETE TO MATCH EXISTING CONCRETE; APPLY J-17 CONCRETE SEALER;

— ADD HANDRAIL AT EDGE OF NEW CONCRETE:  
INSTALL 1.1/2" DIA., ROUND 36" TALL DECORATIVE STEEL  
RAILING WITH 3/4" SQ. PICKETS AT 4" O.C. AND  
CONCRETE FOOTING.  
COLOR: BLACK  
SUBMIT SHOP DRAWING FOR REVIEW AND APPROVAL.

NOTES:  
CONTRACTOR TO SUPPLY AND INSTALL ONE (1)  
WAYFINDING ALUMINUM "FLAG" ON EXISTING POST AT  
HOWARD ST PROMENADE.  
SEE SHEETS W4.01 AND W4.02.  
TEXT SUPPLIED BY OWNER.  
SUBMIT SHOP DRAWING FOR REVIEW AND APPROVAL.

ALTERNATE 2: ADD NEW WAYFINDING SIGN (TYPICAL OF 2).  
SEE SHEETS W4.01 AND W4.02.

**1 TYPE 4 WAYFINDING DEVICE 3D VIEW**

**2 TYPE 4 WAYFINDING DEVICE TYPICAL SECTION**  
1" = 1'-0"

**3 TYPE 4 WAYFINDING DEVICE FACE ELEVATION**  
1" = 1'-0"

**4 TYPE 4 WAYFINDING DEVICE PLAN**  
1" = 1'-0"

**5 TYPE 4 WAYFINDING BOTTOM PLATE ASSEMBLY ISO VIEW**

**6 TYPE 4 WAYFINDING TOP PLATE ASSEMBLY ISO VIEW**

**Keynote Legend**

Key Value	Keynote Text
4.1	ALUMINUM GRAPHIC PANEL (REFER TO WAYFINDING DEVICE TYPE 4 NOTES). ACTUAL QUANTITY OF ALUMINUM GRAPHIC PANELS AND GRAPHICS VARY BY LOCATION; REFER TO GRAPHIC PACKAGE
4.2	3" X 3" X 1/4" STEEL ANGLE - MECHANICAL ATTACHMENT ONLY. NO WELDS. EA. ANGLE SHALL BE DRILLED TO ACCOMMODATE FASTENERS TO ACCOMMODATE MAXIMUM AMOUNT OF GRAPHIC PANELS POSSIBLE AND MECHANICAL ATTACHMENTS AS SHOWN (36 HOLES PER ANGLE)
4.3	1/2" STEEL TABS WELDED TO PLATE
4.4	3/8" X 7-1/2" STEEL PLATE CAP
4.5	1" STEEL PLATE
4.7A	1/4" DIA. GALV. HEX BOLT & NUT (GRIND/CUT BOLT FLUSH W/ NUT) - INSTALL ONLY WHERE ALUMINUM GRAPHIC PANEL IS PRESENT. ANGLE(S) SHALL BE DRILLED TO ACCOMMODATE FASTENERS EVEN IF NO INFORMATION PANEL IS PRESENT.
4.7C	1/4" DIA. GALV. HEX BOLT & NUT (GRIND/CUT BOLT FLUSH W/ NUT) - INSTALL ONLY WHERE CHPL. PANEL IS PRESENT. ANGLE(S) SHALL BE DRILLED TO ACCOMMODATE FASTENERS EVEN IF NO PANEL IS PRESENT.
4.7D	1/2" DIA. GALV. HEX BOLT & NUT
4.8	C.I.P. CONC. FOOTING PLINTH W/ 3/4" CHAMFER ALONG ALL EXPOSED (TOP/VERT) EDGES W/ SMOOTH FORM FINISH. CONCRETE SHALL BE EVEN/SMOOTH ONCE FORMS ARE REMOVED AND REQUIRE NO PATCHING. THIS FOOTING MAY BE PRECAST AT THE CONTRACTOR'S DISCRETION.
4.9	C.I.P. CONC. FOOTING OVER 95% COMPACTED SUBGRADE. THIS FOOTING MAY BE PRECAST AT THE CONTRACTOR'S DISCRETION.
4.11	1/4" STEEL BAR (TYP) 2" WIDE BETWEEN ADJACENT ANCHOR BOLTS EA. WAY.
4.12	A325 GALV. STEEL ANCHOR BOLT ANCHOR BOLT. 5/8" DIA.
4.13	(8) #7 BAR SPA. EVENLY
4.14	(6) #4 BAR TIES EQ. SPA. @ 9" MAX.
4.15	DOUBLE NUTS TIGHT TO BAR
4.16A	HOLE (CONFIRM SIZED TO ACCOMMODATE 1/4" DIA. GALV. STEEL HEX BOLT)

BY	REVISIONS	DATE

LOCATION: BRASS CAP IN WALL SW CORNER OF NORTH RIVER DRIVE & DIVISION		
ELEVATION: 1886.71	HORIZONTAL (AS NOTED)	BAR IS ONE INCH ON ORIGINAL DRAWING. 0 [REDACTED] IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
CBM NO. OLD CITY #173	VERTICAL (AS NOTED)	
NAVD88 DATUM	SCALE	

CURRENT DESIGN STANDARDS CCS - ADOPTED 2/95	
DRAWN	Author
DESIGNED	Designer
CHECKED	Checker
APPROVED	Approver



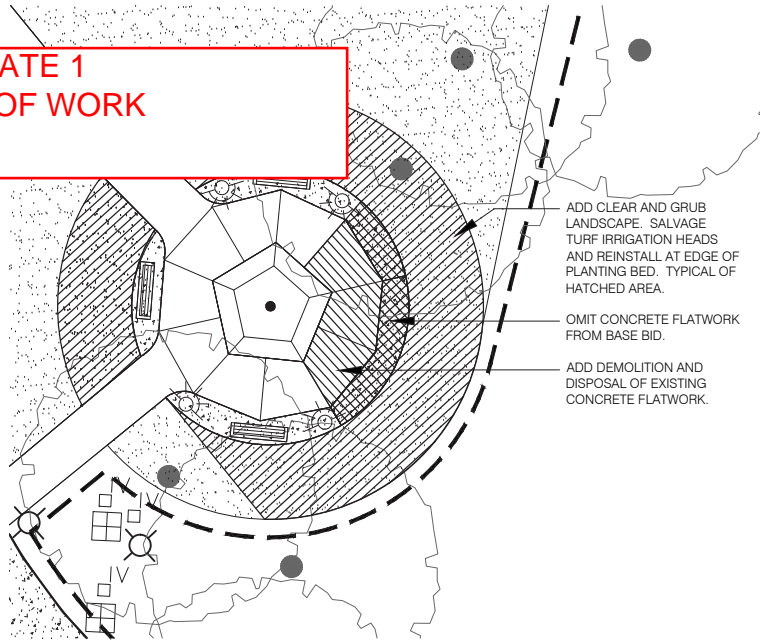
CITY OF SPOKANE, WASHINGTON  
DEPARTMENT OF PARKS AND RECREATION  
808 WEST SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3343  
(509) 825-8200

PROJECT TITLE:	RIVERFRONT PARK
SHEET TITLE:	LANDSCAPE TYPE 4 WAYFINDING DEVICE DETAILS

DIGITALLY SIGNED:		
TYPE OF IMPROVEMENT: PARK		
CITY PURCHASING NUMBER	DRAWING NUMBER	
	W4.01	
DATE: OF 72	REVISION NO.:	



ALTERNATE 1  
SCOPE OF WORK

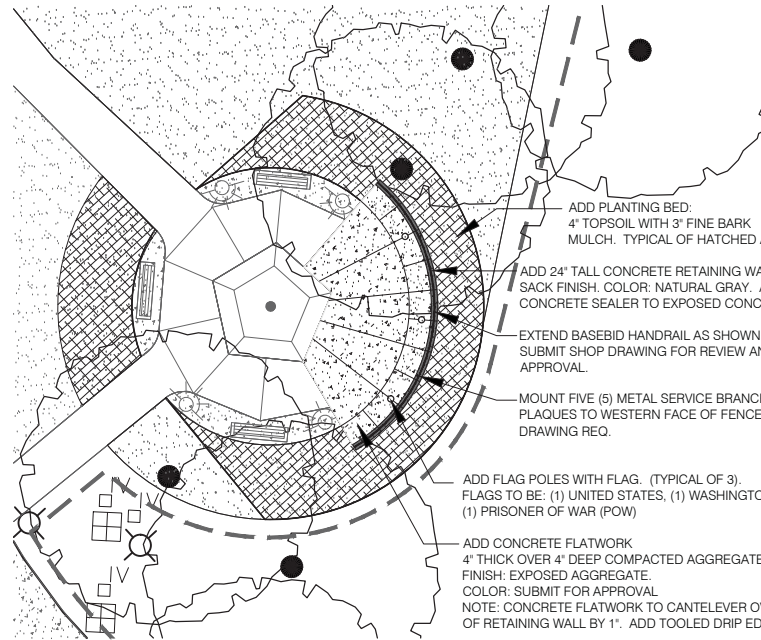


ADD/ALT 1 - DEMO PLAN

NORTH

0 10' 20'

SCALE: 1"=10'-0"

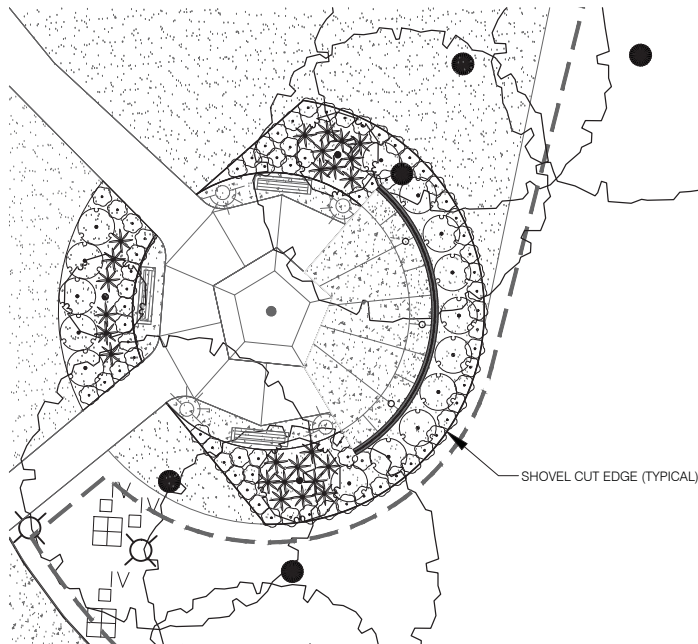


ADD/ALT 1 - MATERIALS PLAN

NORTH

0 10' 20'

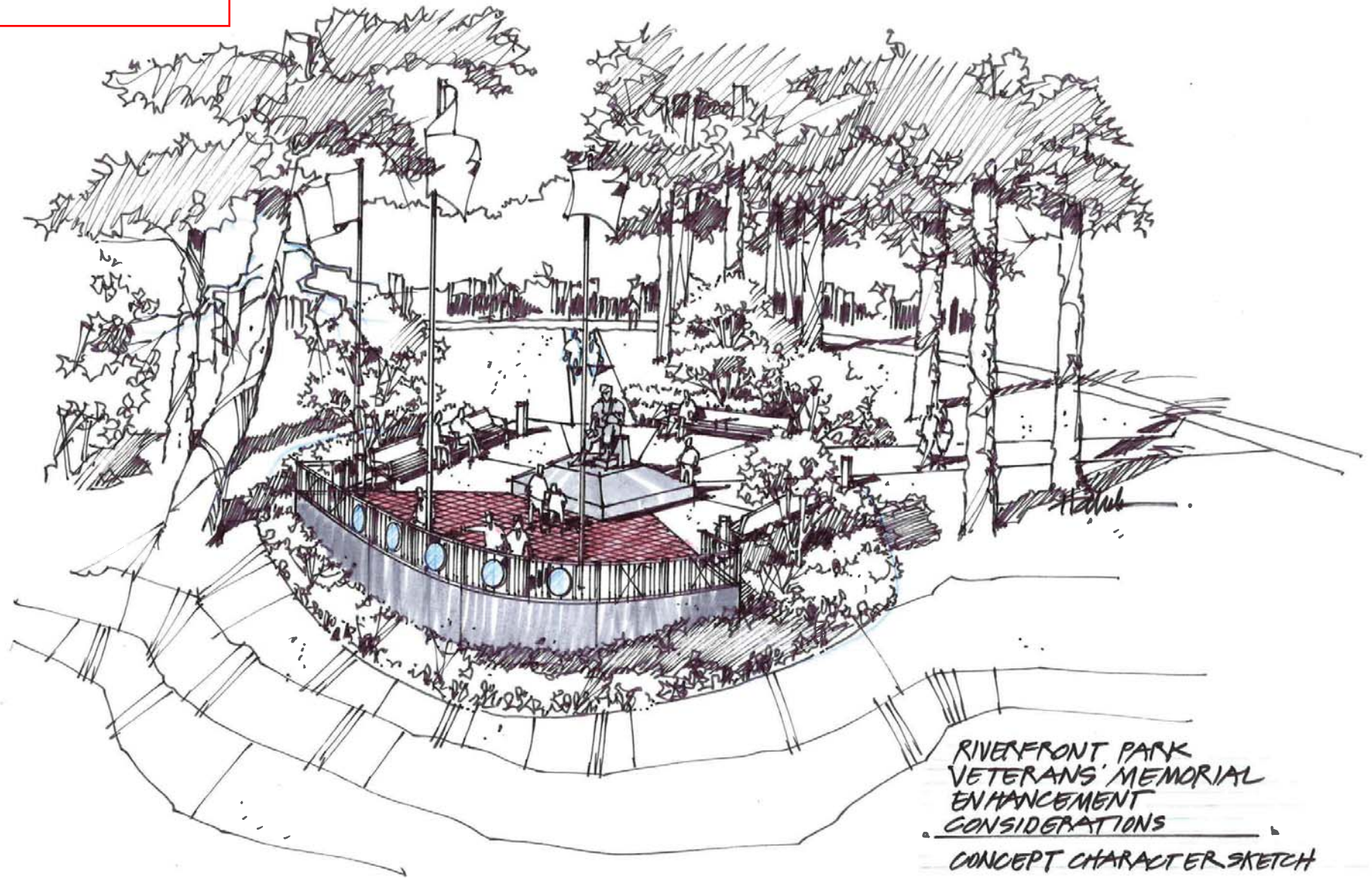
SCALE: 1"=10'-0"



PLANT SCHEDULE

TREES					
CODE	BOTANICAL NAME	COMMON NAME	CONT	CAL	
AG	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	Multi	1.5" Cal	
SHRUBS					
CODE	BOTANICAL NAME	COMMON NAME	SIZE		
HB	Helictotrichon sempervirens 'Blue Oats'	Blue Oat Grass	1 gal		
PC	Physocarpus opulifolius 'Center Glow'	Center Glow Ninebark	5 gal		
CA	Cornus Alba 'Ivory Halo'	Variegated Red Twig Dogwood	5 gal		
SHRUB AREAS					
CODE	BOTANICAL NAME	COMMON NAME	CONT		
CT	Cerastium tomentosum	Snow in Summer	1 gal		

ILLUSTRATIVE PLAN





RIVERFRONT PARK VIETNAM VETERAN'S MEMORIAL RENOVATION						
Reference Number	Description	Type	UOM	Quantity	Garco Construction, Inc.	Bidder #2
#1	BASE BID:	Base	ea	1	\$45,870.00	N/A
#2	SALES TAX 9.0%	Base	ea	1	\$4,128.30	N/A
#3	TRENCHING SYSTEM	Base	ea	1	\$0.00	N/A
TOTAL BASE BID + SALES TAX					\$49,998.30	N/A
#4	ALTERNATE #1: ADDED MEMORIAL IMPROVEMENTS (including 9.0% sales tax)	Option	Added flatwork, decorative fencing, flag poles, and landscape		\$48,319.27	N/A
#5	ALT 1 SALES TAX 9.0%	Option			\$4,348.73	N/A
TOTAL ALTERNATE 1 + SALES TAX					\$52,668.00	N/A
#5	ALTERNATE #2: ADDED WAYFINDING SIGNS (including 9.0% sales tax)	Option	ea	1	\$5,688.07	N/A
#6	ALT 1 SALES TAX 9.0%	Option	ea	1	\$511.93	N/A
TOTAL ALTERNATE 2 + SALES TAX					\$6,200.00	N/A

\$52,668 (tax included)





# City of Spokane Invitation To Bid

**GARCO Construction**  
**Alternate #1**  
**\$52,668 (tax included)**

## BID

TO: CITY OF SPOKANE, WASHINGTON  
PROJECT NAME: RIVERFRONT PARK VIETNAM VETERAN'S MEMORIAL RENOVATION

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

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

BASE BID: \$ 45,870  
SALES TAX ~~(8.9%)~~ (9.0%) \$ 4,128  
TOTAL BASE BID PRICE: \$ 49,998  
TRENCH SAFETY SYSTEM,  
if excavation greater  
than four feet (4') deep: \$ 0.00

**ALTERNATE 1: ADDED MEMORIAL IMPROVEMENTS**  
**(including 9.0% sales tax) \$52,668**

ALTERNATE 2: ADDED WAYFINDING SIGNS  
(including 9.0% sales tax) \$6,200

\$

## CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. GARCOCI928D5  
U.B.I. Number 602809160  
Washington Employment Security Department Number 42091000-9  
Washington Excise Tax Registration Number 602809160  
City of Spokane Business Registration Number T12054470BUS

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from  
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. ( ☒ YES ) ( ☐ NO )

**ADDENDA.** The undersigned acknowledges receipt of addenda number(s) <sup>0</sup> and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.

( ☐ YES ) ( ☒ NO )

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

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

FIRM NAME: Garco Construction, Inc.

SIGNATURE:

TITLE: CEO

PHONE: 509.475.2954

ADDRESS: 4114 East Broadway, Spokane WA 99202



# City of Spokane Invitation To Bid

SUBCONTRACTOR LIST Garco Construction, Inc.

PROJECT TITLE: RIVERFRONT PARK VIETNAM VETERAN'S MEMORIAL RENOVATION

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER Clearwater Summit

TYPE OF WORK/BID ITEM Landscaping

AMOUNT \$ 5,000

CONTRACTOR'S REGISTRATION NO. CLEARSG00KN

CONTRACTOR/SUPPLIER Power City Electric

TYPE OF WORK/BID ITEM Electrical

AMOUNT \$ 2,000

CONTRACTOR'S REGISTRATION NO. POWERCE994BA

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

August 5, 2021

Date

James F. Hald  
Signature of Authorized Representative



Updated: 10/21/2019 3:23 PM

# **King Cole Commemoration Project**

**KCCP Steering Committee's  
recommendation for the  
Spokane Park Board  
Sept. 9, 2021**

# Purpose of the KCCP Steering Committee

- Evaluate and recommend a prominent recognition of King Cole within Riverfront Park
- Create a working group to develop ideas for the commemoration
- Present a plan to the Park Board for recognition and fundraising to complete the project as part of the 50<sup>th</sup> anniversary of Expo '74 in 2024



# KCCP Steering Committee considered a variety of elements to commemorate King Cole:

- Designate the Howard Street Promenade walkway as King Cole Way
- Interpretive signage in Riverfront Park
- Expo '74 historical documentary video
- Expo '74 logo imprinted on the Pavilion floor
- Frieze sculpture depicting Spokane's historical events leading up to and including Expo '74
- King Cole statue

# King Cole Way

- Designate the Howard Street Promenade walkway as King Cole Way
- Along the way, interpretive signage, with possible QR codes, brings the history of Expo '74 to life.





**King Cole Way** – The walkway leads visitors from the south entrance at Rotary Fountain to the north entrance of the park.





The history of Expo '74 comes to life on King Cole Way through interpretive signage and various features commemorating the World's Fair.





As visitors proceed along King Cole Way, they discover new park features





complemented by iconic, historical features.























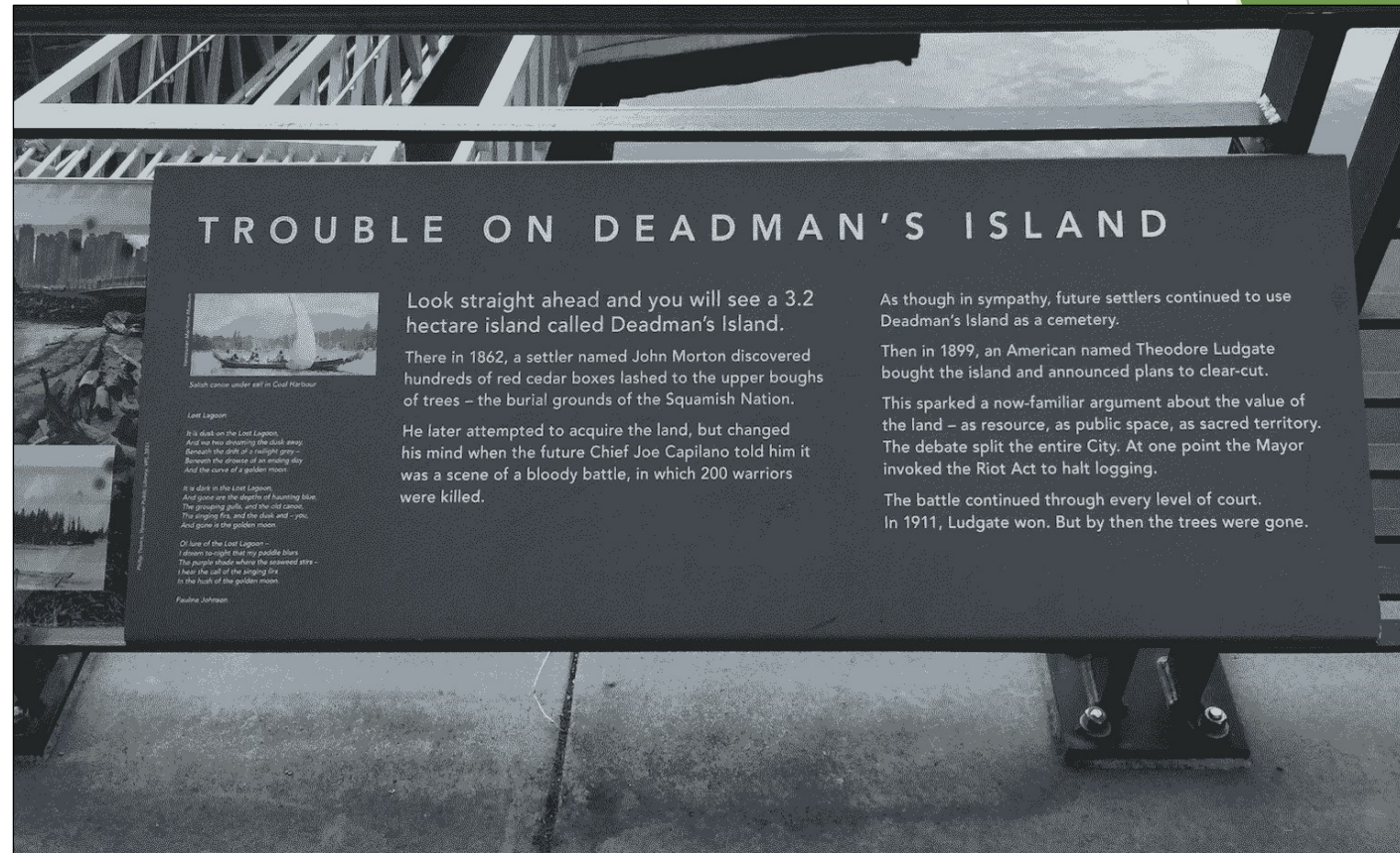
**King Cole Way** concludes at the north entrance of the park.





# Interpretive signage

- Interpretive signage along King Cole Way will tell the compelling story of Expo '74 and its significance to Spokane.
- This is an example of signage at Vancouver Waterfront which features the history of the region.



# Expo '74 documentary video

- The historical documentary video will tell the story of Expo '74 similar to what is depicted in the Expos at Shanghai and Spokane – [YouTube video](#). Portions of this YouTube video can be incorporated in the Expo '74 documentary.
- The documentary could include interviews of Cole and others who brought Expo to Spokane.
- A potential location for viewing the video could be the first floor of the Pavilion.

## Frieze sculpture

This artwork would honor the various citizens who supported King Cole's vision. The frieze would also celebrate Spokane's rich history and its unique natural environment which led to Expo '74 being

the first environmentally-themed World's Fair. This example shows how this type of sculpture may depict a historical event or region's history.





# King Cole statue

- The statue could portray this image of King Cole welcoming visitors to Expo '74.
- The artwork is designed to commemorate King Cole for his passion and vision which led Spokane to be the smallest city in the world to host a World's Fair.



# **KCCP Steering Committee recommends the following elements to permanently commemorate King Cole in Riverfront Park:**

- Designate the Howard Street Promenade walkway as King Cole Way
- Interpretive signage in Riverfront Park along King Cole Way
- Historical documentary video
- Frieze sculpture depicting Spokane's historical events leading up and including Expo '74
- King Cole statue

**King Cole Commemoration Project**  
**KCCP Steering Committee Recommendation for the**  
**Riverfront Park Committee of the Park Board**  
**Sept. 2, 2021**

**KCCP Committee background**

The KCCP Committee was created as an ad hoc committee of the Park Board at the March 11, 2021, Park Board meeting. By unanimous consent, the board approved the creation of the committee to evaluate and recommend a prominent recognition of King Cole within Riverfront Park. Jennifer Ogden asked Chris Wright (three-term, past Park Board president) and Hal McGlathery, 14-year retired Riverfront Park manager, to spearhead the KCCP. Chris and Hal recruited members to serve on the KCCP Steering Committee, and the first meeting was held on May 25.

**Project goal**

The King Cole Commemoration Project goal is to evaluate and recommend a prominent recognition of King Cole within Riverfront Park, and to create a working group to develop ideas for commemoration of King Cole's passion, leadership and vision that led to his being called the "Father of Expo '74 World's Fair. The KCCP is to present the Park Board a plan for prominent recognition of King Cole and any fundraising that might be required as part of the celebration of the 50<sup>th</sup> Anniversary of Expo '74 in 2024.

**Developing recognition recommendation**

During the Aug. 24 KCCP meeting, the members reviewed the following options for commemoration:

1. SIGNAGE: Commemorative signage in Riverfront Park
2. VIDEO: Expo '74 historical documentary video
3. KING COLE WAY: Howard Street Promenade in Riverfront Park named King Cole Way

4. EXPO LOGO: Resurfacing the Pavilion floor with Expo '74 logo
5. FRIEZE: Expo '74 artist frieze
6. STATUE: King Cole statue near the Pavilion

### **Descriptions of elements**

1. Commemorative signage in Riverfront Park - A variety of stories being told by professionally designed signs in designated locations to portray significant Expo '74 contributions
2. Expo '74 historical documentary video to be presented likely on the first floor of the new Pavilion
3. Designating the Howard Street corridor in the Riverfront Park running from the south entrance to the north entrance as "King Cole Way."
  - a. Other commemorations such as a statue, a frieze, commemorative signs, the Expo '74 plaque, street signs, entrance sign, etc.
4. Expo '74 logo painted on the Pavilion floor that would stand out viewed from the elevations in the Pavilion.
5. An artist frieze that would honor multiple leaders whose actions supported the leadership of King Cole such as: James Cowles who negotiated with the railroad and got them to relocate around the downtown of Spokane; the seven City Council members that passed the Business and Occupations Tax 7 to 0 that provided the local funding for Expo '74 necessary for the World's Fair to happen; the committee of Senators Jackson and Magnuson, Speaker of the House Thomas Foley, Mayor David Rodgers and King Cole that got the money pledged by the Federal Government, Bill Fearn who wrote all the grants to acquire the privately owned land for Expo '74 and Riverfront Park; the Native Americans who developed the American Indian exhibit called Native American's Earth that provided the story of the people who had fished for salmon for millennia below the Spokane Falls; Jerry Quinn, the man who saved the Clocktower; U.S. Presidents Nixon and Carter who officiated at the opening of Expo '74 and dedication of Riverfront Park, etc.
6. King Cole Statue near the Pavilion that would tell the story, permanently about how King Cole was the passionate visionary that led Spokane to be the smallest city in the world to host a World's Fair that was arguably the most significant historical event in the City's history, and prompted Mayor David Rodgers to write in 2006 that the park complex "changed the entire

character of the downtown,” and continues to do so today. In other words, Expo ‘74 accomplished precisely what it was intended to accomplish, and forty years later, evidence of Expo ‘74 is easy to find. The Clocktower and the tilted dome of the Pavilion still dominates the park’s skyline.

At the Aug. 24 meeting, the Steering Committee’s eight present members discussed the various commemorative elements and agreed upon five key commemorative elements. These elements include:

1. SIGNAGE: Commemorative signage in Riverfront Park
2. VIDEO: Expo ‘74 historical documentary video
3. KING COLE WAY: Howard Street Promenade in Riverfront Park named King Cole Way
4. FRIEZE: Expo ‘74 frieze sculpture
5. STATUE: King Cole statue near the Pavilion

Note: Of the four members unable to attend, three followed up following the meeting that they support the recommendation, and one member was not able to respond.



August 29, 2021

To Whom it may concern: Parks Department's of Spokane, Spokane County and City of Spokane Valley, Airport Board members and Commissioners,

I read an article in the "Current" about Orchard Avenue Park. The article reads as follows: "Orchard Avenue Park is owned by Felts Field Airport and has been leased to Spokane County Parks through a series of lease agreements starting in 1960. The park is a 3.8 acre area bordering the east side of Felts Field airport and adjoining the established neighborhood in the City of Spokane Valley near the Town of Millwood. It contains a baseball diamond with backstop and fencing as well as a small Playground." From my understanding and records, the land was donated to Spokane to be used for a park early 1900's. In the 60's Noel Roberts and his neighbors put in a beautiful baseball diamond then petitioned the county to maintain it as a county park. Spokane County leased the land from the City of Spokane (\$1/Yr). Play ground equipment was added in the NE corner near the restrooms in the 70's then replaced in a different location in the 90's.

The park has survived throughout the years, from the park department having funds to upkeep the land, to the neighborhood stepping up to care for the land when the county was under a budget crunch. After three years of neighbors taking turns pulling around donated farm style sprinklers the county managed to put in a sprinkler system and began maintaining the park again to the satisfaction of the neighborhood. In the early 90's I went to the airport board panel to present a desire for a Girls softball field and the league maintaining the park. Judge M was on the panel and he thought it was an interesting idea since the county was not caring for the land but somehow the county decided they wanted to start taking care of the park again and there was no more discussion about the softball field. In the mid 90's the current play ground equipment, donated by owner of Dew Drop Sprinkler's, was installed upon the ground of the original Baseball diamond which was constructed by Noel Roberts and friends of the neighborhood in the early 60's. With the new equipment there was a plan for future park enhancements which included trees, baseball diamond, fencing and extended parking area; but has not happened as of yet. I have talked to my neighbors about the lease expiring in 2022 and we would like to be included in the future of this special spot on Park and Bridgeport. We need this open space for our community. We are praying there is no change in the use of this land and if there is we would like our voices to be heard. Let's keep the wish of the family who donated this piece of land for the use of a park and hopefully our taxes will pay for the county maintenance of this often used park.

As the above article reads; "Spokane County's current lease for the park expires in August of 2022. While the council was interested in the possibility of continuing the park, City Attorney Cary Driskell updated the council that his preliminary talks with the airport legal counsel indicated that the airport is not interested in renewing the lease for the park." Does the airport board make the decisions for the City of Spokane as to whether the county leases the park? Did the airport board actually purchase this land from Spokane? Does the City of Spokane Valley have any input on this matter or is it a Spokane county decision? Cary Driskell works as attorney for the City of Spokane Valley. Should not the county and the airport board be the ones making the decisions as they have been in the past? Please let us know the chain of command so we can keep informed on this matter.

Concerned citizen, Cindy Koker



Cindy Koker  
3502 N Park Rd, Spokane Valley, WA 99212  
Phone 509-928-5025 or 509-869-2799  
ciko509@yahoo.com

Cc: Spokane County Parks Department, 1116 W Broadway Ave, Spokane WA 99260

Cc: Casey Boatman and Terri Hart, Spokane airport, 9000 W Airport Dr Suite 204, Spokane WA 99224

Cc: Spokane County Parks and Recreation, 404 N Havanna St, Spokane Valley, WA 99212

Cc: City of Spokane Valley and Cary Driskell , 10210 E Sprague Ave, Spokane Valley, WA 99206

Cc: City Parks and Recreation, City Hall 5<sup>th</sup> floor, 808 W Spokane Falls Blvd, Spokane, WA 99201

Cc: Mike Ormsby and City Parks and Recreation, 2304 E Mallon, Spokane, WA 99202

**From:** Consuelo Larrabee <larrabee414@icloud.com>  
**Sent:** Thursday, September 09, 2021 12:29 PM  
**To:** Spokane Parks and Recreation <spokaneparks@spokanecity.org>  
**Cc:** spokaneparksboardclerk@spokanecity.org  
**Subject:** NO STATUES IN RIVERFRONT PARK

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please be sure that each Park Board member receives this e-mail. Thank you.

To the Spokane City Park Board members,

I am vehemently opposed to a statue of King Cole or of ANY person in Riverfront Park.

If you decide to place statues there, starting with King Cole, the Tribes will want - and deserve - one of Spokane Garry; the railroad buffs will want one of Jim Hill; etc. You will be opening a can of worms.

This is in no way to slight King Cole's leadership, but I do have some personal reference to memorial statues. A group in Bellingham WA wanted to install a bust of my grandfather, Charles X Larrabee, in Fairhaven. I thanked them but said he had been a very self-effacing man & would NOT have wanted to be recognized that way. (n. b. The State Parks Commission named the state park for him AFTER his death.) The bust project went ahead... & two statues of men connected to historic Fairhaven have appeared since then. And what group will request a statue of their choosing next...?

A plaque giving the geologic & human history of Riverfront Park, including the fact that Expo '74 was under King Cole's leadership, would be appropriate & welcome,

I urge you to keep Riverfront Park free of statues of people.

Thank you.

Consuelo Larrabee  
[larrabee414@icloud.com](mailto:larrabee414@icloud.com)  
1523 Adams st  
Spokane WA 99203  
(206) 281-8677