



Spokane Park Board Agenda

3:30 p.m. Thursday, Sept. 8, 2022

In-person in Council Chambers, City Hall, and
WebEx virtual meeting

Call in: 408-418-9388

Access code: 2494 530 5808

Park Board members

Jennifer Ogden – President

Bob Anderson – Vice president

Garrett Jones – Secretary

Nick Sumner

Greta Gilman

Sally Lodato

Gerry Sperling

Barb Richey

Hannah Kitz

Kevin Brownlee

Christina VerHeul

Jonathan Bingle – City Council liaison

Agenda

1. **Roll call:** Jennifer Ogden
2. **Additions or deletions to the agenda**
3. **Public comment**
4. **Consent agenda**
 - A. Administrative/committee-level items
 - 1) [Aug. 11, 2022, regular Park Board meeting minutes](#)
 - 2) [Claims – August 2022](#)
 - 3) [2023 Corbin Art Center Facility Rental Rate Increase Approval](#)
 - 4) [2023 Recreation Centers Contract Renewal for the combined amount of \\$638,578](#)
 - 5) [Riverpoint Condo Association underground utility easement agreement / Don Kardong Bridge \(no cost\)](#)
 - 6) [Amendment to Southeast Sports Complex access and reciprocal parking easement agreement with Radio Park, LLC. \(no cost\)](#)
 - 7) [Fisher Construction Group, Inc., construction change order #1 / Downriver Golf Course roof renovation \(\\$70,472.33, plus applicable tax\)](#)
 - 8) [Park Operations Equipment Financing – TurfStar Equipment and Huntington Bank](#)
 - 9) [Garco Construction agreement/on-call light blade repair \(\\$150,000, tax inclusive\)](#)
5. **Special guests**
 - A. None

6. **Financial report and budget update:** Mark Buening
7. **Special discussion/action items**
 - A. None
8. **Committee reports – action items**

Urban Forestry Tree Committee: The Aug. 30 meeting was canceled – Kevin Brownlee

 - A. Action items: None

Golf Committee: Sept. 6, 2022 – Gerry Sperling

 - A. Action items: Action items were presented on the consent agenda.

Land Committee: Aug. 31, 2022 – Greta Gilman

 - A. [Spokane County United Way/ Born Learning Trails memorandum of agreement / multiple parks \(no cost\)](#) – Al Vorderbrueggen / John Dickson

Recreation Committee: Aug. 31, 2022 – Sally Lodato

 - A. Action items: Action items were presented on the consent agenda.

Riverfront Park Committee: Sept. 6, 2022 – Nick Sumner

 - A. Action items: Action items were presented on the consent agenda.

Finance Committee: Sept. 6, 2022 – Bob Anderson

 - A. Action items: Action items were presented on the consent agenda.

Development & Volunteer Committee: Aug. 17, 2022 – Bob Anderson

 - A. Action items: None
9. **Reports**
 - A. President: Jennifer Ogden
 - B. Liaisons:
 1. Conservation Futures – Nick Sumner
 2. Parks Foundation – Barb Richey
 3. City Council – Jonathan Bingle
 - C. Director: Garrett Jones
10. **Executive session**
 - A. None
11. **Correspondence**
 - A. Letters/emails: None
12. **Adjournment**
13. **Meeting date**
 - A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. Oct. 4, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Land Committee: 3:30 p.m. Oct. 5, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Recreation Committee: 5:15 p.m. Oct. 5, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Riverfront Park Committee: 4 p.m. Oct. 10, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8 a.m. Oct. 11, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Finance Committee: 3 p.m. Oct. 11, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Development & Volunteer Committee: 3 p.m. Sept. 21, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx

B. Park Board: 3:30 p.m. Oct. 13, 2022, Council Chambers, lower-level City Hall, and virtually via WebEx

C. 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. 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. 11, 2022
In-person in Council Chambers, City Hall, and
WebEx virtual meeting

Park Board members

X Jennifer Ogden – President
X Bob Anderson – Vice President
X Jason Conley – Acting secretary
X Nick Sumner
Greta Gilman(Absent/excused)
X Sally Lodato
X Gerry Sperling
Barb Richey (Absent/excused)
X Hannah Kitz
X Kevin Brownlee
X Christina VerHeul
Jonathan Bingle – City Council liaison
(Absent/excused)

Parks staff

Mark Buening
Fianna Dickson
Nick Hamad
Al Vorderbrueggen
Mark Poirier
Jonathan Moog
Berry Ellison
Kris Behr
Karin Cook
Sarah Deatrich
Pamela Clarke

Guests

Sara Ferris
Joe Poss
Sheppard Clarke
Julie Humphreys
Nicole Akers
Tom McArthur
Salliejo Evers
Joanne Poss
Lindsey Evers
Cathie
Kelly Brown

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** – Family members and friends of Candy Rogers, and an employee of the Spokane Police Department offered their comments relating to naming the playground at A.M. Cannon Park the Candy Rogers Memorial Playground. Candy was a 9-year old Spokane girl who was abducted and murdered in 1959. The disappearance and death of Candy was the oldest cold case in Washington state. It remained unsolved for more than six decades before Spokane Police announced they found her killer in 2021. The following citizens offered public testimony:
 - A. Sara Ferris spoke on her experiences with Candy as a Campfire Girl, and of Candy's impact on the community and her legacy.
 - B. Joe Poss spoke on behalf of his family regarding the need to use the incident as a catalyst for positive change.
 - C. Sheppard Clarke, great grandson of Spokane founder A.M. Cannon, shared his support of the idea to name the playground in the Candy's memory. He feels it would be a positive move to this subset of the park memorializing Candy, just as the park name memorializes A.M. Cannon.
 - D. Julie Humphreys, Spokane Police Department communication director, talked about her experience working for the police department while the cold case was being investigated. She also recapped the community's work in response to the tragedy.

- E. Nichole Agers, granddaughter of John Reigh Hoff, spoke about the desire of the families involved to see Candy's memorialization.
- F. Tom MacArthur, press secretary for former Washington state Rep. George Nethercutt, read a letter of support from Rep. Nethercutt and voiced personal support for the dedication in Candy Rogers' name.
- G. Salliejo Evers and Lindsay Evers talked about Sally's work for Northeast Washington school districts in child safety and the impact that Candy Rogers' case had on how it was handled. Lindsay added that this was to commemorate the community's efforts, the search helicopter pilots who also passed away, and the Spokane Police Department.
- H. The perpetrator's (Hoff's) daughter, Cathy, spoke about the level of engagement Spokane's residents invested with the case while it was in progress and the lingering impact on perception of public safety.
- I. Joanne Poss, Candy Rogers' cousin, recounted her memory of Candy as a child and reiterated the desire to see her memorialized.

4. **Consent agenda**

- A. Administrative and committee-level items
 - 1) July 14, 2022, regular Park Board meeting minutes
 - 2) Claims – July 2022 (\$3,384,695.05)
 - 3) Garco Construction, Inc., change order #1/Don Kardong Bridge rehabilitation project (\$48,214.39, tax inclusive)
 - 4) TD&H Engineering contract amendment #4/Don Kardong Bridge rehabilitation design project (\$7,264.63, tax exempt)
 - 5) SBO for Golf Fund to provide an additional \$120,000 for capital expenditures and inflationary increases in operating accounts

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #5, as presented.

Bob Anderson seconded

Motion passed with unanimous consent (9-0)

5. **Special guests**

- A. Spokane Youth and Senior Centers' Association quarterly update – Josh Kracht, Sinto Senior Center director, 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 \$3.17 million more than the historic budget average. Year-to-date revenues are about \$1.80 million above the budget average. Revenues are exceeding expenditures almost \$1.03 million. The July operating expenditures for the Golf Fund are almost \$219,000 more than the budget average. Year-to-date revenues are exceeding the budget average about \$73,000. Revenues are exceeding expenditures about \$1.35 million year-to-date.

- 7. **Special discussion/action items** - None

8. **Committee reports**

Urban Forestry Tree Committee: Aug. 2, 2022, Kevin Brownlee

- A. Action items: None

- B. The next regularly scheduled meeting is 4:15 p.m. Aug. 30, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Golf Committee: Aug.9, 2022, Gerry Sperling

A. Action items: None

B. The next scheduled meeting is 8 a.m. Sept. 6, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Land Committee: Aug. 3, 2022, Greta Gilman

A. Action items: None

B. The next scheduled meeting is 3:30 p.m. Aug. 31, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Recreation Committee: Aug. 3, 2022, Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. Aug. 31, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Riverfront Park Committee: The Aug. 8 meeting was canceled. Nick Sumner

A. Action items: None

B. The next scheduled meeting is 2 p.m. Sept. 6, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Finance Committee: Aug. 9, 2022, Bob Anderson

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

B. The next regularly scheduled meeting is 3 p.m. Sept. 6, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Development & Volunteer Committee: July 20, 2022 – Bob Anderson

A. No action items

B. The next regularly scheduled meeting is 3 p.m. Aug. 17, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

9. **Reports**

A. President – No report given.

B. Liaisons

1. Conservation Futures – No update given.

2. Parks Foundation – Jennifer Ogden, on behalf of Barb Richey, welcomed Yvonne Trudeau as the new Parks Foundation executive director.

3. City Council – No update given.

C. Acting director – Jason Conley

1. Candy Rogers public comments – Jason recalled Sgt. Zac Storment of the Spokane Police Department. Storment was one of the lead officers who solved the cold case. During his early career with the city, Zac served as a Riverfront Park security officer.

2. Visiting parks – Jason encouraged everyone to get out and get active. Pools are scheduled to close Aug. 26.

3. Budget – Jason thanked the staff and the board for their work on 2023 budget development process.

4. Dwight Merkel turf replacement project – Jason gave update on status of new turf installation at Merkel.

5. Kudos – Jason recognized Parks accountant Sarah Johnson for recently being nomination for Employee of the Quarter.

6. Administrative Support – Jason welcomed Parks new Clerk IV Sarah Deatrich.

10. **Executive session**

A. None

11. **Correspondence**

A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 4:58 p.m.

13. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. Aug. 30, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Land Committee: 3:30 p.m. Aug. 31, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Recreation Committee: 5:15 p.m. Aug. 31, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Riverfront Park Committee: 2 p.m. Sept. 6, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8 a.m. Sept. 6, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Finance Committee: 3 p.m. Sept. 6, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Development & Volunteer Committee: 3 p.m. Aug. 17, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx

B. Park Board: 3:30 p.m. Sept. 8, 2022, Council Chambers, lower level City Hall, and virtually via WebEx

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

Minutes approved by: Jason Conley
Jason Conley, Acting Director of Parks and Recreation

**CITY OF SPOKANE PARK AND RECREATION DIVISION
JULY 2022 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - AUGUST 11, 2022**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,735,110.54
MAINTENANCE & OPERATIONS	\$	749,277.84
CAPITAL OUTLAY	\$	75,517.45
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	269,283.81

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	55,828.55
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GOLF:

SALARIES & WAGES	\$	257,764.39
MAINTENANCE & OPERATIONS	\$	192,320.71
CAPITAL OUTLAY	\$	49,591.76
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	3,384,695.05

NOTE: PERIOD 13 & PERIOD 1 - THE BOND VARIES FROM FMS DUE TO TIMING DIFFERENCE
TO WARRANT REPORT

Spokane Park Board

Briefing Paper



Committee	Recreation		
Committee meeting date	August 31, 2022		
Requester	Ryan Griffith	Phone number: 509-363-5414	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	2023 Corbin Art Center Facility Rental Rate Increases Approval		
Begin/end dates	Begins: 01/01/2023	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: The Corbin Art Center has been offering affordable, high-quality cultural arts education in a creative environment for over 50 years. The Art Center offers full facility or individual room rental opportunities and is main floor ADA accessible. 2012 was the last time the facility rental rates were adjusted. The Art Center is overdue for a pricing adjustment to be in a competitive pricing market and to address increased expenses. CAC has the potential to be a desired local rental facility for small to mid sized events such as; graduation parties, baby & bridal showers, corporate retreats, business meetings, holiday parties and more.			
Motion wording: Approval of the 2023 Corbin Art Center Facility Rental Rate Increases			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Ryan Griffith Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: _____ Budget code: _____			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

Spokane Park Board

Briefing Paper



Committee	Recreation												
Committee meeting date	August 31, 2022												
Requester	Jennifer Papich	Phone number: 509-363-5420											
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action												
Type of contract/agreement	<input type="radio"/> New <input checked="" type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other												
City Clerks file (OPR or policy #)													
Item title: (Use exact language noted on the agenda)	2023 Recreation Centers Contract Renewal for the combined amount of \$638,578 ~ Jennifer Papich												
Begin/end dates	Begins: 01/01/2023	Ends: 12/31/2023	<input type="checkbox"/> Open ended										
Background/history: Corbin Senior Center, MLK Jr. Center at ECCC, West Central CC, Project Joy, MidCity Concerns, Southside CC, Southwest Spokane CC, Northeast Youth Center, Sinto Senior Center and the Hillyard Senior Center provide recreational services and opportunities to the community in partnership with SPRD. Parks provides partial funding to these Centers to help pay for their recreational programming costs. The combine amount of \$638,578 is accounted for in the approved 2023 Recreation Budget. There has been no change to this amount from 2022. Centers are required to provide monthly recreation program reports and monthly related operational expenses when submitting their invoices. The Spokane Youth and Senior Center Association also presents a report quarterly to Park Board.													
Motion wording: Approval of the 2023 Recreation Centers Contract Renewal for the combined amount of \$638,578.													
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Signatures from each of the centers Name: _____ Email address: _____ Phone: _____													
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Papich Grant Management Department/Name: _____													
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue <table border="0"> <tr> <td>Amount:</td> <td>Budget code:</td> </tr> <tr> <td>\$18,525 Mid City Concerns</td> <td>\$30,970 Project Joy / \$72,675 West Central Community Center</td> </tr> <tr> <td>\$31,350 Corbin Senior Center</td> <td>\$106,563 Southside Community Center</td> </tr> <tr> <td>\$77,210 Sinto Senior Center</td> <td>\$39,947 Southwest Community Center</td> </tr> <tr> <td>\$80,000 Hillyard Senior Center</td> <td>\$139,538 Northeast Youth Center / \$41,800 MLK Center</td> </tr> </table>				Amount:	Budget code:	\$18,525 Mid City Concerns	\$30,970 Project Joy / \$72,675 West Central Community Center	\$31,350 Corbin Senior Center	\$106,563 Southside Community Center	\$77,210 Sinto Senior Center	\$39,947 Southwest Community Center	\$80,000 Hillyard Senior Center	\$139,538 Northeast Youth Center / \$41,800 MLK Center
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<input checked="" type="checkbox"/> UBI: _____ Business license expiration date: _____	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)												

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	August 31, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Riverpoint Condo Association Underground Utility Easement Agreement / Don Kardong Bridge (no cost)		
Begin/end dates	Begins: 09/08/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Parks and the Riverpoint Condominium Association (COA) desire to enter into an agreement under which the COA grants Parks a perpetual easement across COA property for a new underground power line providing power to the Don Kardong Bridge electric illumination system. In exchange for the easement, parks shall implement 'one-time repairs' to a damaged portion of the existing public waterfront trail. Repairs include replacement of asphalt trail & base. The cost of these repairs is estimated to be \$10,000-\$15,000 and shall be conducted as a change order to the Don Kardong Bridge Rehabilitation project. The agreement also clarifies maintenance roles and responsibilities of the two parties in and around the existing public trail easements on COA property.			
Motion wording: Move to approve Underground Utility Easement Agreement with the Riverpoint Condominium Association (no cost)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Riverpoint Condominium Association Name: Kathleen McLean Email address: kmclean888@hotmail.com Phone: 509.255.8093			
Distribution: Parks – Accounting Al Vorderbrueggen Parks – Pamela Clarke Garrett Jones Requester: Nick Hamad Russell Oakley (ramgoakley@gmail.com) Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code:			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

City of Spokane
Parks & Recreation Division
808 W. Spokane Falls Blvd.
Spokane, WA 99201
(509) 625-6200

UNDERGROUND UTILITY EASEMENT

This easement is made and executed this __ day of _____, 20____, by _____, as "Grantor", and the CITY OF SPOKANE, a municipal corporation of the State of Washington, as "City" or "Grantee", hereinafter jointly referred to as "Parties".

WHEREAS, Grantor is the owner of that property described in Exhibit "A" attached hereto, situated in the City and County of Spokane, State of Washington; and

WHEREAS, the Grantor desires to grant and convey an easement to the City in order to facilitate the installation, operation, maintenance, repair, and replacement of an underground power line at the locations indicated on said Exhibit "A";

NOW, THEREFORE, in consideration of the benefits derived by the Grantors and the mutual covenants and purposes herein stated, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to the City of Spokane, its successors and assigns, for lighting and security purposes, a perpetual easement in, over, under, through, and across those portions of the property depicted in Exhibit "A", attached hereto and incorporated herein (hereinafter "Utility Easement").

THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. No structures or other obstructions shall be erected or placed within the Utility Easement without the prior written approval of the Director of Spokane Parks & Recreation.

2. The power lines and related appurtenances placed within the Utility Easement shall remain City property with the City retaining authority over the same.

3. The City shall have the right at all times to enter the Utility Easement for the purpose of installation, maintenance, repair, removal and replacement of said power lines and related appurtenances as the City deems necessary. The City or its Contractor shall perform work in the Utility Easement with due care and caution and shall return the Utility Easement area to the condition in which it was found, reasonable wear and tear excepted, and keeping in mind the public improvements to be constructed thereon. The City, its contractor(s) or agents shall be responsible to the Grantor for any and all damage to Grantor's property due to the installation, maintenance, and repair of said power lines and appurtenances to the extent such damage is caused by the City, its contractor(s) or agent(s) working in the Utility Easement, and the City will hold Grantor harmless and free from all loss and liability for any claim by a person, or for any injury or property damage resulting from, or by reason of the City's exercise of the rights granted hereunder, unless caused by the sole negligence of Grantor, or the negligence of Grantor's officers, agents, and/or employees.

5. This Utility Easement shall apply to all interests now owned or hereinafter acquired by Grantor in the property described in Exhibit "A" attached hereto.

6. This utility easement and the covenants herein shall be binding upon the Grantor, and the Grantor's successors and assigns, and shall run with the land benefited by the construction of the public utilities and be perpetual in duration.

7. Grantor will not grant or convey any interest that conflicts with the interest of the City, or allow others to obstruct, impair or interfere with the Utility Easement.

8. Nothing in this instrument or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services or to pay for any service connections, or installations near or adjacent to the Utility Easement, or to allow access to the public utilities provided for in this agreement.

9. Public Recreation Easement. Grantor's predecessor-in-interest previously granted the City a Public Recreation Easement, dated August 21, 1992, and filed for record on August 21, 1992, in Vol. 1328, Page 0838, records of Spokane County ("Trail Easement"). The Trail Easement establishes a recreational trail easement through Grantor's property on three alignments, one fifty (50) feet in width on the northern boundary of the property adjacent to the Spokane River ("Waterfront Trail") another twenty-five (25) feet in width through the middle of the property ("Centennial Trail"), and a third fourteen (14) feet in width along the eastern property boundary ("East Access Trail"). See Exhibit "B" to this document for depiction of trail alignments. See Exhibit "A" to the Trail

Easement for easement location. The Public Recreation Easement, including the Waterfront Trail, the Centennial Trail, and the East Access Trail, are incorporated by reference into this document as though written in full and shall remain in full force and effect according to its terms. As part of the consideration for this Utility Easement, the Parties agree as follows:

9.1 Full repair & reconstruction of the Centennial Trail through the Grantor's property is on the City's long-term capital plan, although no date for commencement of full repairs has yet been determined. Whenever the City repairs, reconstructs, or replaces the Centennial Trail it shall also repair, reconstruct, or replace the Waterfront Trail, as the case may be, regardless of whether the trail damage is the result of adjacent vegetation growth. Provided, the City's responsibilities with respect to repair, reconstruction, and/or replacement of the Recreational Trail shall be limited to repair, maintenance, and/or replacement of the paved trail surface, the 4" deep trail paving base, and removal of any roots intruding below the pavement surface. In no case shall the City have any responsibility for repair, maintenance, and/or replacement of landscaping and vegetation (including trees, shrubs, groundcover, etc.) within the Recreational Trail Easement or growing atop the paved surface of the trail. The City shall not be responsible for repair of any damage to the Grantor's property resulting from erosion caused by the Spokane River. Grantor is responsible for repair, maintenance, and/or replacement of all landscaping and vegetation within the Recreational Easement, except that vegetation which encroaches upon the trail surface. Grantor is responsible for obtaining all required approvals and permits for any activity Grantor undertakes within the Recreational Trail Easement. The obligations set forth in this paragraph are limited to the Waterfront Trail and the Centennial Trail and shall not extend to the East Access Trail.

9.2 As no date for full trail repair & reconstruction has been determined, the City shall implement one-time repairs to a portion of the Waterfront Trail currently damaged by root intrusion from adjacent trees. Repairs shall be completed prior to final completion of the Don Kardong Bridge Rehabilitation project. Repairs shall include sectional removal and replacement of asphalt paving as required to establish a smooth and planar asphalt pathway surface consistent with the standard of practice for Centennial Trail pathway repaving. The specific trail limits to be included in one-time repair is depicted in 'Exhibit C'.

9.3 The Parties acknowledge and agree that RCW 4.24.210 entitles both of the Parties to recreational immunity for unintentional injuries to recreational users of the Trail Easement. Notwithstanding this immunity from liability, the City agrees to indemnify, defend, and hold Grantor harmless from the City's use, management, and maintenance of the Recreational Trail Easement, except to the extent any claim resulted from the act or omission of the Grantor or Grantor's employees, agents or contractors in which case this

indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the City's employees, agents or contractors.

10. Each individual executing this easement on behalf of Grantor represents and warrants that he/she is duly authorized to execute and deliver this Easement on behalf of Grantor in accordance with a duly adopted resolution of Grantor's board of directors or in accordance with Grantor's bylaws, and that this Easement is binding upon Grantor in accordance with its terms.

Dated this _____ day of _____ 2020.

[GRANTOR]

By: _____

Its: _____

CITY OF SPOKANE

By _____
Signature Date

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and _____ signed this document, on oath stated that he/she was authorized to execute it and acknowledged it as the _____ and _____, respectively, of _____, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: _____

My appointment expires _____

(Signature of Notary Public)

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and TERRI L. PFISTER are the persons who appeared before me and said persons acknowledged that they signed this document, and on oath stated that they were authorized to sign and acknowledged it as the _____, and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: _____

Notary Public in and for Washington State
Residing at _____
My appointment expires _____

Exhibit A

Legal Description and Depiction of Utility Easement

ELECTRIC UTILITY EASEMENT

UNIT 11
(PARCEL NO. 37173.2926)

SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., IN THE CITY OF SPOKANE, SPOKANE COUNTY, STATE OF WASHINGTON, BEING IN A PORTION OF UNIT 11 OF THE SIXTH AMENDMENT TO CONDOMINIUM PLAN FOR RIVERPOINT VILLAGE, FILED ON MARCH 31ST 1995, AUDITOR'S FILE NUMBER 9505310336, RECORDS OF SPOKANE COUNTY AUDITOR'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY ANGLE POINT OF SAID UNIT 11, BEING MARKED BY A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP OF RECORD, FROM WHICH THE SOUTHEASTERLY CORNER OF UNIT 12 OF SAID CONDOMINIUM PLAT BEARS S41°00'12"W A DISTANCE OF 335.39 FEET, BEING MARKED BY A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP OF RECORD;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID UNIT 11, N24°43'21"W A DISTANCE OF 22.30 FEET TO AN ANGLE POINT INTERSECTION COMMON WITH THE "COMMON ELEMENT PARCEL" OF SAID PLAT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT DESCRIPTION;

THENCE DEPARTING SAID POINT, S48°22'04"W A DISTANCE OF 81.22 FEET TO A POINT;

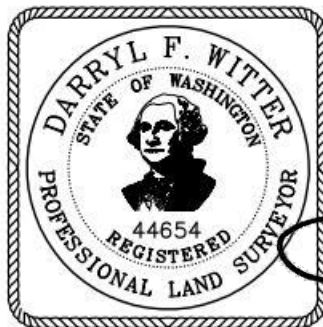
THENCE N63°28'58"W A DISTANCE OF 25.00 FEET TO A POINT;

THENCE N27°58'56"E A DISTANCE OF 15.00 FEET TO A POINT;

THENCE S63°28'58"E A DISTANCE OF 22.66 FEET TO A POINT;

THENCE N25°35'23"E A DISTANCE OF 52.34 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF SAID UNIT 11 AND THE SOUTHERLY BOUNDARY LINE OF SAID "COMMON ELEMENT PARCEL";

THENCE ALONG SAID LINE, S77°10'43"E A DISTANCE OF 34.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE TERMINUS OF THE DESCRIPTION. CONTAINING 1525.75 SQ/FT



A handwritten signature in black ink, appearing to read "D. Witter", written over the right side of the professional seal.

08/23/2022

ELECTRIC UTILITY EASEMENT

COMMON ELEMENT
(PARCEL NO. 37173.3101)

SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., IN THE CITY OF SPOKANE, SPOKANE COUNTY, STATE OF WASHINGTON, BEING IN A PORTION OF THE "COMMON ELEMENT PARCEL" OF THE SIXTH AMENDMENT TO CONDOMINIUM PLAN FOR RIVERPOINT VILLAGE, FILED ON MARCH 31ST 1995, AUDITOR'S FILE NUMBER 9505310336, RECORDS OF SPOKANE COUNTY AUDITOR'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

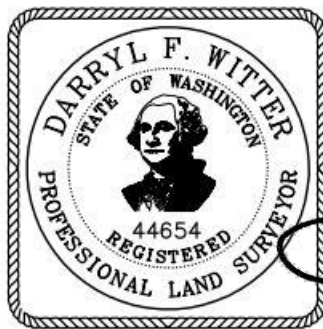
COMMENCING AT THE EASTERLY ANGLE POINT OF SAID UNIT 11, BEING MARKED BY A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP OF RECORD, FROM WHICH THE SOUTHEASTERLY CORNER OF UNIT 12 OF SAID CONDOMINIUM PLAT BEARS S41°00'12"W A DISTANCE OF 335.39 FEET, BEING MARKED BY A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP OF RECORD;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID UNIT 11, N24°43'21"W A DISTANCE OF 22.30 FEET TO AN ANGLE POINT INTERSECTION COMMON WITH THE "COMMON ELEMENT PARCEL" OF SAID PLAT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT DESCRIPTION;

THENCE ALONG THE NORTHERLY LINE OF SAID UNIT 11, BEING COMMON WITH THE SOUTHERLY BOUNDARY LINE OF SAID "COMMON ELEMENT PARCEL", N77°10'43"W A DISTANCE OF 34.00 FEET TO A POINT;

THENCE DEPARTING SAID LINE, N25°35'23"E A DISTANCE OF 35.03 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY BOUNDARY LINE OF SAID "COMMON ELEMENT PARCEL";

THENCE ALONG SAID BOUNDARY LINE, S24°43'21"E A DISTANCE OF 43.09 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE TERMINUS OF THE DESCRIPTION. CONTAINING 580.81 SQ/FT



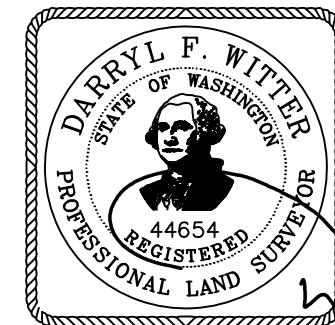
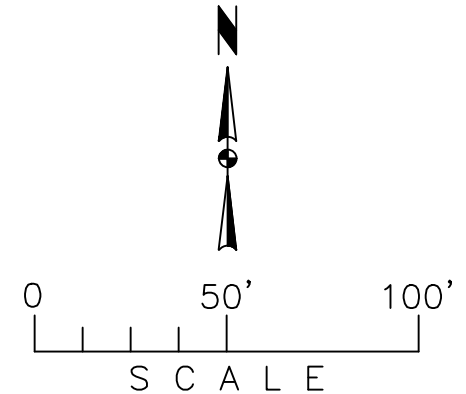
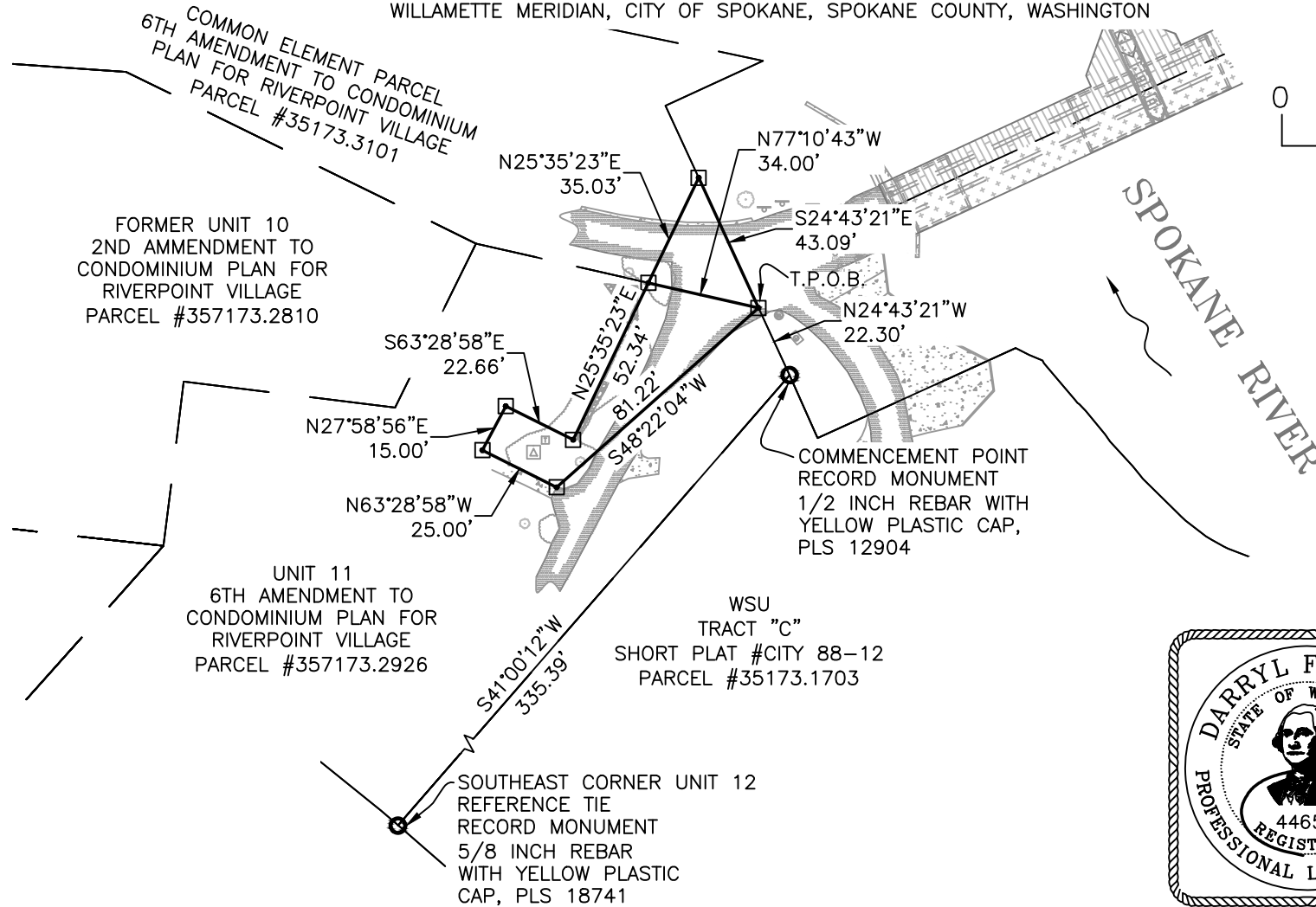
A handwritten signature in black ink, appearing to read "D. Witter", written over the right side of the professional seal.

08/23/2022

EXHIBIT 'A'

ELECTRIC UTILITY EASEMENT

SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 17, TOWNSHIP 25 NORTH, RANGE 43 EAST,
WILLAMETTE MERIDIAN, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON



[Signature]

08/23/2022

DON KARDONG BRIDGE
SPOKANE, WASHINGTON

EXHIBIT 'A'



DRAWN BY:	KJM
DESIGNED BY:	DFW
QUALITY CHECK:	DNW
DATE:	8/23/22
JOB NO.	S19-194
CAD NO.	S19-194 EASEMENTS-REV1

EXHIBIT

1/1

Exhibit B

Depiction of Trail Alignments

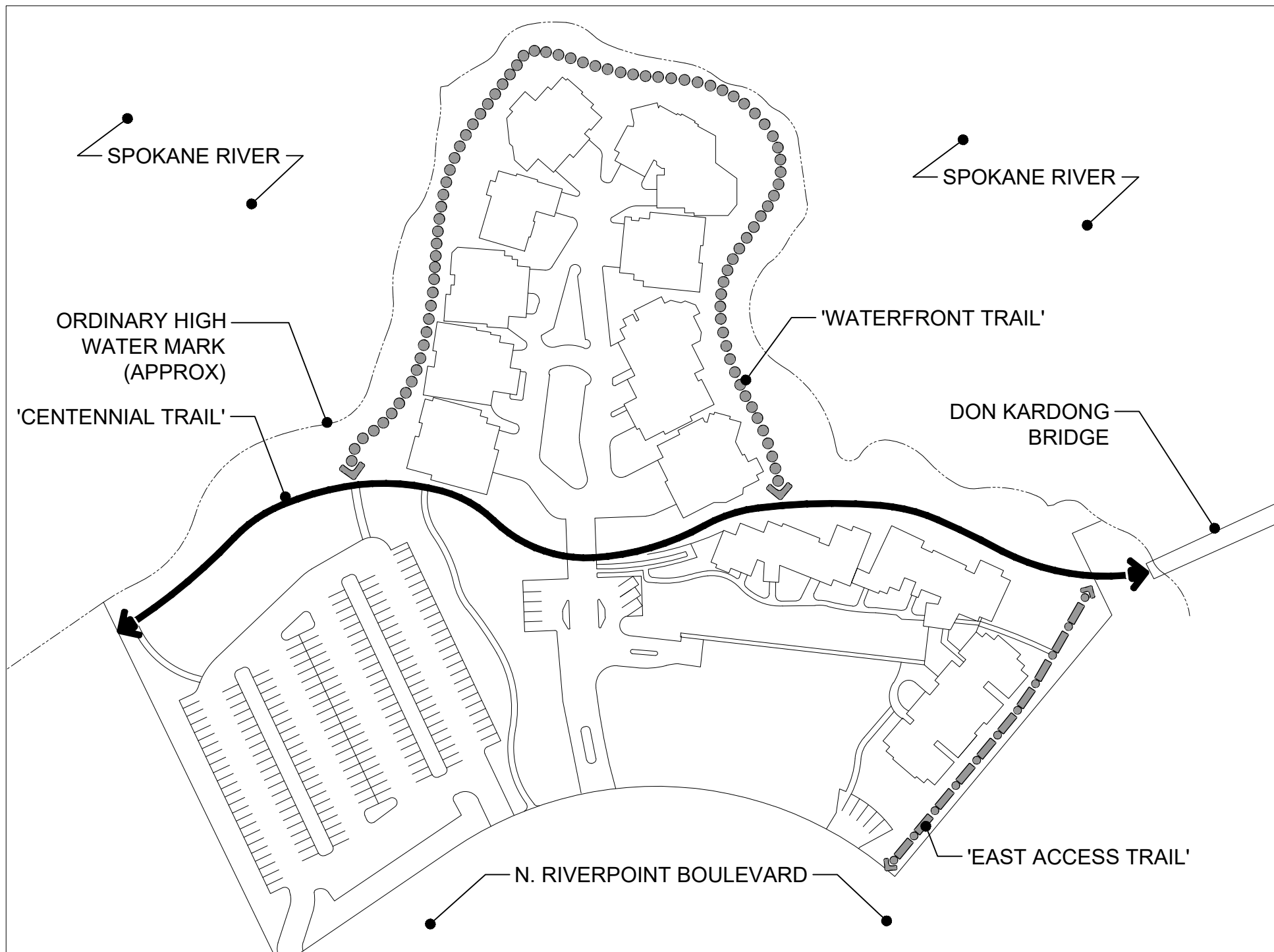
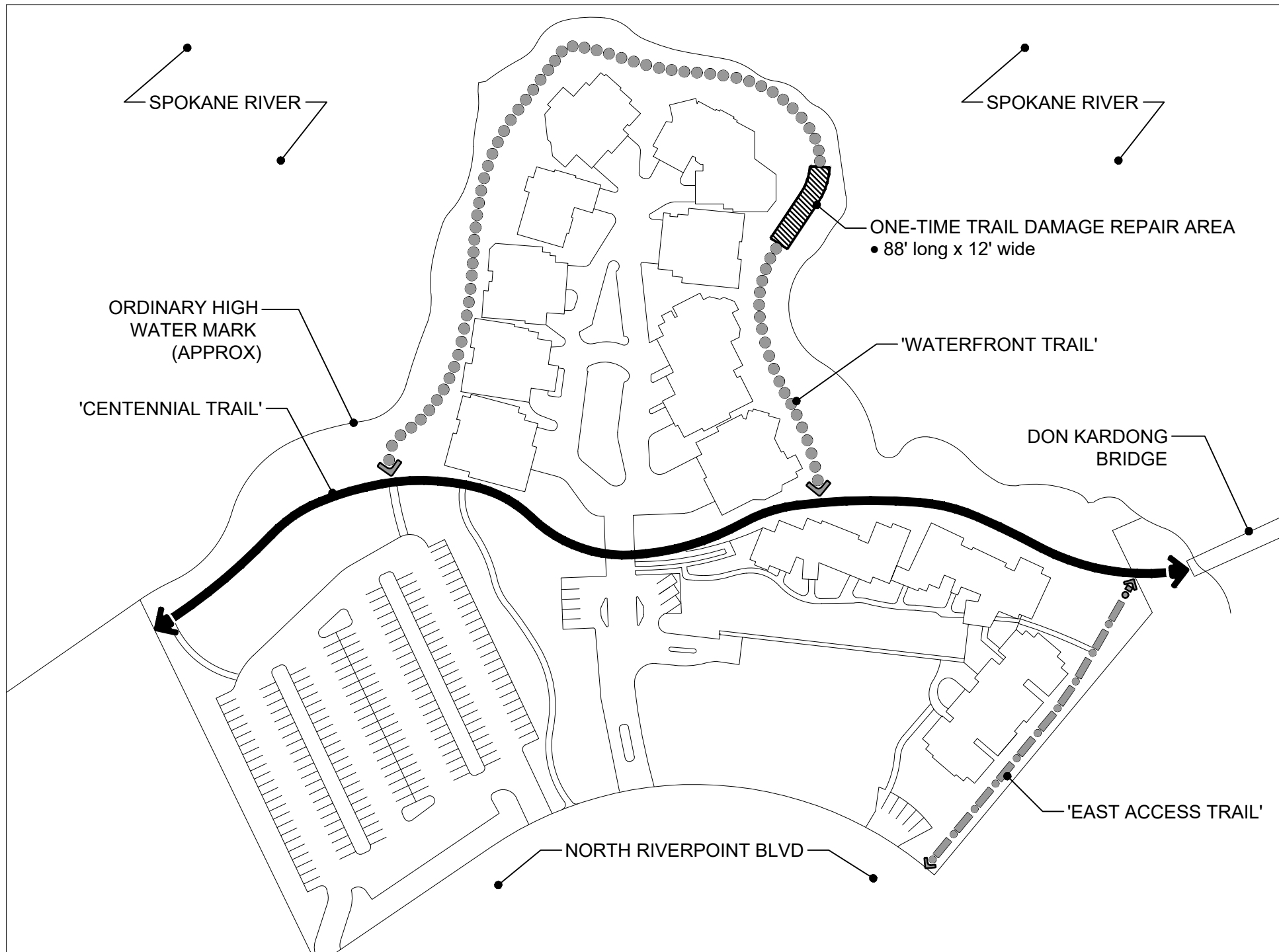


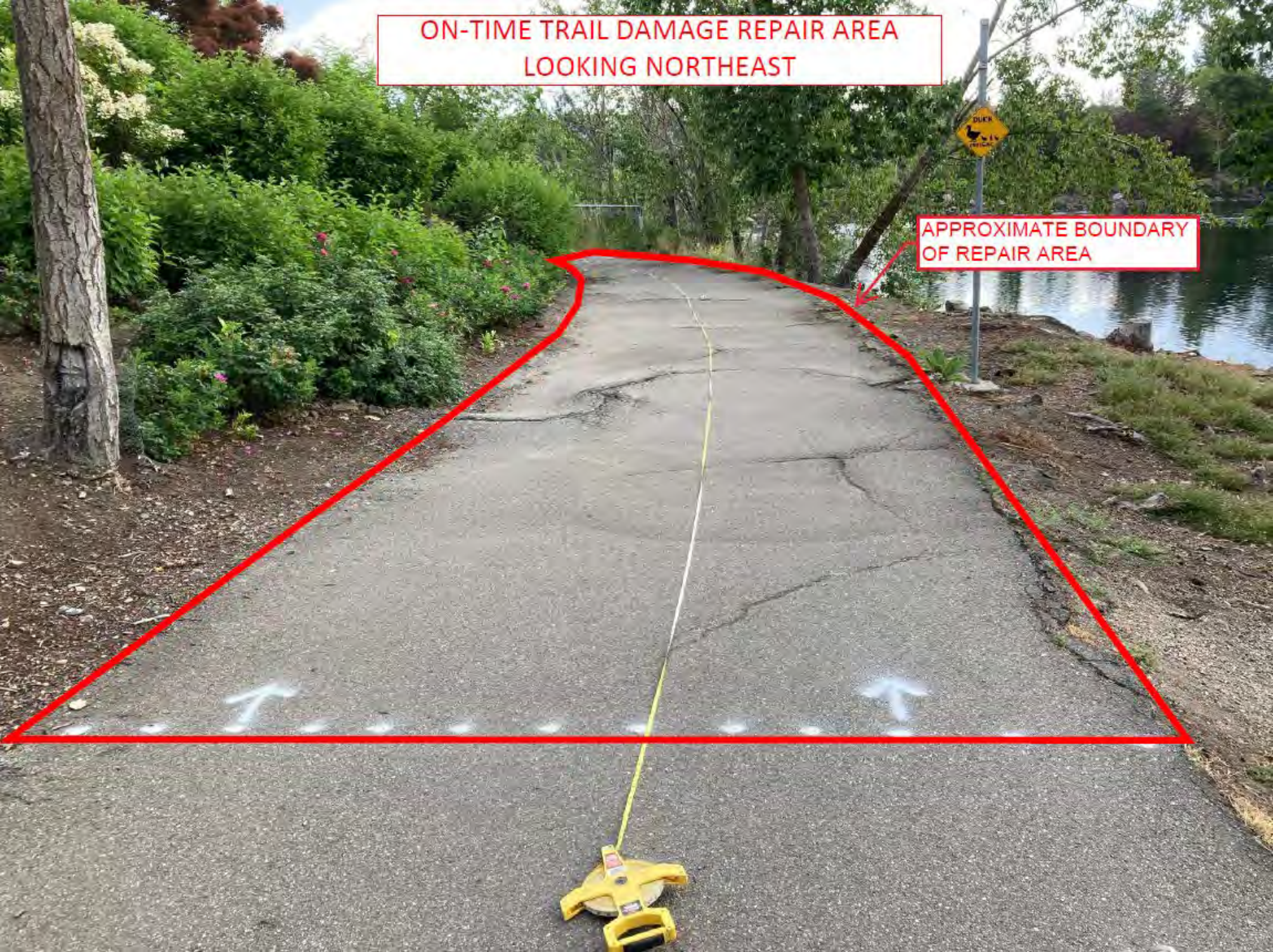
Exhibit C

One-Time Waterfront Trail Damage Repair



ON-TIME TRAIL DAMAGE REPAIR AREA
LOOKING NORTHEAST

APPROXIMATE BOUNDARY
OF REPAIR AREA



ON-TIME TRAIL DAMAGE REPAIR AREA
LOOKING SOUTHWEST

APPROXIMATE BOUNDARY
OF REPAIR AREA



**CORRESPONDENCE FROM RIVERPOINT
CONDOMINIUM ASSOCIATION**

From: [Kathleen McLean](#)
To: [Hamad, Nicholas](#)
Subject: Re: Revised 9.1 paragraph approved by Riverpoint Village Board
Date: Thursday, August 25, 2022 2:05:44 PM
Attachments: [image001.png](#)
[image003.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Nick,

The easement that you attached to your 8/24 email has been approved by all the Board of Riverpoint Village. Thank you for making all the changes.

Who would we contact from Garco with our request to remove the two benches? Would you send me the contact information. Kathy

From: Hamad, Nicholas <nhamad@spokanecity.org>
Sent: Wednesday, August 24, 2022 8:33 AM
To: Kathleen McLean <kmclean888@hotmail.com>
Subject: RE: Revised 9.1 paragraph approved by Riverpoint Village Board

Good Morning Kathleen,

Attached is the agreement updated with the revised language in section 9.1 as approved by your board and the revised easement area exhibit / legal descriptions. The lawn area west of the planting bed / rock wall is no longer included in the easement area as requested.

Please review and let me know if this is acceptable to the COA. If so, we will request the park board vote to approve the agreement on September 8, 2022.

Thank you again!

-nick



Nick Hamad, PLA | Park Planning and Development Manager | City of
Spokane Parks & Recreation
Desk: 509.363.5452 | Cell: 509.724.3639 | SpokaneParks.org
*Emails and attachments sent to or from the City, including personal information, are
presumptively public records that are subject to disclosure.- Chapter 42.56 RCW*

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	August 31, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2016-0420		
Item title: (Use exact language noted on the agenda)	Amendment to Southeast Sports Complex Access and Reciprocal Parking Easement Agreement with Radio Park, LLC. (no cost)		
Begin/end dates	Begins: 09/08/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: <p>In 2017, City of Spokane Parks entered a public private partnership with KXLY to develop improvements at the Southeast Sports Complex. As a part of this partnership, the entities entered an 'Access and Reciprocal Parking Easement Agreement' for the purpose of maintaining and improvement public pedestrian and vehicular access to both the KXLY property and the Southeast Sports Complex of Regal Street & the Palouse Highway.</p> <p>In subdividing and developing their private property, KXLY has need to amend this agreement to adjust the boundaries of the Existing 'Easement Description C' area to align with current development plans. The proposed easement adjustment re-aligns the easement boundary with proposed parcel lines, ensures the 41 parking stalls provided in the initial easement area are still provided, and increases the overall easement area from ~33,800 square feet to ~38,200 square feet.</p>			
Motion wording: Move to approve Amendment to Southeast Sports Complex Access and Reciprocal Parking Easement Agreement with Radio Park, LLC. (no cost)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Radio Park, LLC Name: Carl Guenzel Email address: carlg@khco.com Phone: 509.755.7543			
Distribution: Parks – Accounting Al Vorderbrueggen Parks – Pamela Clarke Garrett Jones Requester: Nick Hamad Carl Guenzel (carlg@khco.com) Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: Budget code:			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

PROPOSED AMENDMENT

After Recording Return to:

Stanley M. Schwartz
Witherspoon Kelley
422 W. Riverside Ave., Ste. 1100
Spokane, WA 99201

COVER SHEET FOR: Amendment to Access and Reciprocal Parking Easements

Grantor: City of Spokane, Parks Department

Grantee: Radio Park, LLC

Reference No. N/A

Abbrev. Legal Description: PTN GL 8, 9 and 10 (NE ¼), SEC 4 TWP 24N RGE 43E, Spokane County

See Full Legal on Exhibit A.

Tax Parcel No.: 34041.0038, 34041.0037, and 34041.9077

AMENDMENT TO ACCESS AND RECIPROCAL PARKING EASEMENTS

This Amendment is made by and between the City of Spokane Parks Department ("**Grantor**") and Radio Park, LLC, a Washington limited liability company ("**KXLY**"), jointly referred to as "**Parties**."

RECITALS

1. On August 1, 2017, the Parties recorded the signed Access and Reciprocal Parking Easements ("**Easement and Agreement**") under Spokane County Auditor File No. 6626296 "providing for conveyance of easements with construction and maintenance of improvements that will provide pedestrian, vehicular access ("**Joint Access**") and vehicle parking for the benefitted properties" (which meant the Park Property, the adjacent KXLY Property, and the City Property as defined in Easement and Agreement).

2. Pursuant to the Parties' interests, it is reasonable and necessary to revise the Easement and Agreement as set forth on the "KXLY Southgate Binding Site Plan" dated June 12, 2019, which has been delivered to the Parties.

3. The existing easement (Exhibit C to the Original Easement) contained approximately 33,818.26 square feet for 41 parking stalls with the proposed easement containing 38,592 square feet for 41 parking stalls.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

1. Original Agreement. The Agreement entitled "Access and Reciprocal Parking Easement" existing between the City of Spokane Parks Department and Radio Park, LLC, a Washington limited liability company, is hereby incorporated by reference as if fully set forth herein ("**Easement and Agreement**"). This subsequent agreement is considered to be an Amendment of the Easement and Agreement.

2. Modification. The Easement and Agreement is modified by replacing EXHIBIT C (page 20 of 29 Auditor's File No. 6626296) with "Easement Description "C"," attached hereto as Attachment 1.

3. Limitation. Nothing contained herein shall be construed as revoking or otherwise altering any of the provisions found in the Original Agreement except as expressed herein. [] reserves the right to terminate or modify this Agreement in a manner consistent with the terms and provisions of the Original Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment this ____ day of _____, 2022.

GRANTOR:

CITY OF SPOKANE, PARK BOARD

By _____
Its: Chair

GRANTEE:

RADIO PARK, LLC, A WASHINGTON
LIMITED LIABILITY COMPANY

By _____
Its: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of RADIO PARK, LLC, a Washington limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

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

ATTACHMENT 1

Easement Description "C"

A parcel of land in Government Lot 9 in the Northeast Quarter of Section 04, Township 24 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Government Lot 9, thence along the North line of said Government Lot 9, South 87°38'23" West a distance of 701.23 feet to the **POINT OF BEGINNING**;

Thence leaving said line South 02°21'37" East a distance of 48.87 feet;

Thence South 82°32'38" West a distance of 338.05 feet;

Thence in a Southwesterly direction with a tangent curve turning to the left with a radius of 28.00 feet, a chord bearing of South 40°02'57" West, a chord distance of 37.83 feet, a central angle of 84°59'22" and an arc length of 41.53 feet;

Thence South 02°26'44" East a distance of 172.21 feet;

Thence South 87°33'16" West a distance of 52.00 feet;

thence North 02°26'44" West a distance of 279.12 feet to said North line of Government Lot 9;

Thence along said North Line, North 87°38'23" East a distance of 414.39 feet to the **POINT OF BEGINNING** for this description.

Containing 38,208.86 S.F. (0.877 Acres) of land more or less.

BASIS OF BEARING is North 01°12'51" West a distance of 2662.89 feet between the East Quarter Corner of Section 32 and the Northeast corner of said Government Lot 9.

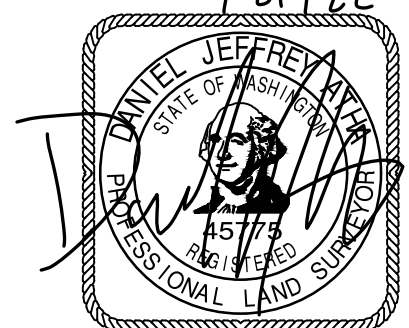


EXHIBIT FOR DESCRIPTION "C"
S.4, T.24N., R.43E., W.M., CITY OF SPOKANE,
SPOKANE COUNTY, WA

GOV'T LOT 8



SCALE: 1" = 100'

APN. 34041.0037

EAST LINE OF THE
NORTHEAST QUARTER
OF SECTION 04.

REGAL STREET

APN. 34041.0038

NORTH LINE OF
GOV'T LOT 9

POINT OF
BEGINNING

N87°38'23"E 414.39'

S2°21'37"E 48.87'

NE CORNER OF GOV'T
LOT 9

S82°32'38"W 338.05'

R=28.00', L=41.53'
Δ=84°59'22"

GOV'T LOT 9

7/21/22

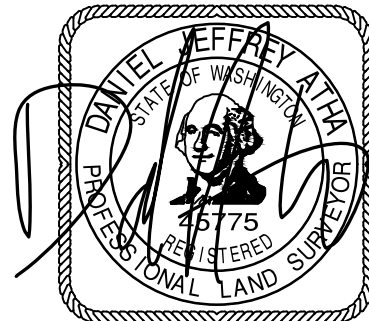
APN. 34041.9077

APN. 34041.9078

N2°26'44"W 279.12'

S2°26'44"E 172.21'

S87°33'16"W 52.00'



10 N. Post Street Suite 500
Spokane, Washington 99201
509 328 2994 Fax 509 328 2999

project	Southgate - KXLY	by	DJA	sheet no.	
location	City of Spokane, WA	date	07/20/22		1 of 1
client		checked	JEA	job no.	
		date	07/20/22		161129

ORIGINAL AGREEMENT

AGENDA SHEET FOR PARK BOARD MEETING OF: JUNE 8, 2017



Submitting Division
Parks & Recreation

Contact Person
Garrett Jones

Phone No.
363-5462

Department: ☒ Finance ☐ Operations ☐ Recreation/Golf ☐ Riverfront Park

Committee: ☐ Finance ☐ Golf ☒ Land ☐ Recreation ☐ Riverfront ☐ UFTC

Type of contract: ☐ New ☐ Renewal ☐ Amendment ☐ Extension ☒ Other

Beginning date: _____ Expiration date: _____ Open ended ☐

OPR16-0420

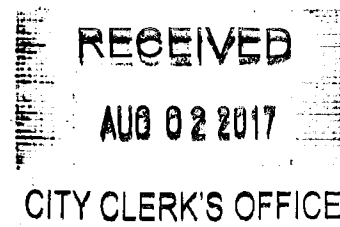
CLERKS' FILE	_____
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

Revised KXLY Access and Reciprocal Parking Easement at Southeast Complex

BACKGROUND:

(Attach additional sheet if necessary)



RECOMMENDATION:

To approve.

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

SIGNATURES:

Requester - Garrett Jones

Dept. Manager - Garrett Jones

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Gureshi
Mark Gureshi

Legal Dept. - ~~Pat Dalton~~ Pat Dalton

DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant

Requester: Garrett Jones

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

JUNE 8, 2017

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
_____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐ Existing vendor
 ☐ New vendor – If so, please include vendor packet ☐

Supporting documents:

<input type="checkbox"/> Quotes/Solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors) ACH Forms
<input type="checkbox"/> Contractor is on the City's A&E Roster City of Spokane	<input type="checkbox"/> (for new contractors/consultants/vendors) Insurance
<input type="checkbox"/> Spokane Business registration expiration date: _____	<input type="checkbox"/> Certificate (minimum \$1 million in General Liability)

0PR2016-0420

08/01/2017 12:06:02 PM

6626296

Recording Fee \$102.00 Page 1 of 29
Easement FIRST, AMERICAN TITLE INSURANCE COMPANY
Spokane County Washington



"We certify this to be a true and exact copy of the original."

A. McCurahan

Authorized Signature
First American Title Insurance Co

AFTER RECORDING MAIL TO:

Name Stanley Schwartz / Witherspoon Kelley
Address 422 W. Riverside Ave, Suite 1100
City/State Spokane, WA 99201

Document Title(s):

1. Access and Reciprocal Parking Easements

2843309-BC
2509133-BC

Reference Number(s) of Documents Assigned or released:

Grantor(s):

1. City of Spokane, Parks Department
2.

[] Additional information on page of document

Grantee(s):

1. QueenB Radio, Inc., d/b/a KXLY, a Washington Corporation
2.

[] Additional information on page of document

Abbreviated Legal Description:

PTN GL 8, 9 and 10 (NE 1/4), SEC 4 TWP 24N RGE 43E, SPOKANE COUNTY

Tax Parcel Number(s):

34041.0038, 34041.0037, 34041.9077

[] Complete legal description is on page of document

R. E. Excise Tax Exempt

Date 7/31 2017

Spokane County Treas.

By *KEB*

AFTER RECORDING RETURN TO:

Stanley M. Schwartz
Witherspoon Kelley
422 W. Riverside Ave, Suite 1100
Spokane WA 99201

ACCESS AND RECIPROCAL PARKING EASEMENTS

This Access and Reciprocal Parking Easement ("**Easement and Agreement**") is made and executed this 24th day of July, 2017 ("**Effective Date**") by and between the City of Spokane, Parks Department ("**Park Board**"), as "**Grantor**" and QueenB Radio, Inc., d/b/a KXLY, a Washington Corporation which term includes successors and assigns ("**KXLY**") as "**Grantee**", hereinafter jointly referred to as "**Parties**".

Recitals

A. The Park Board owns certain real property located in the City of Spokane, Spokane County, Washington, consisting of approximately 16.5 acres, as more particularly described on the attached **Exhibit A** ("**Park Property**"). The Park Property is developed as a youth sporting complex, which includes soccer fields, baseball diamonds, surface parking, and a storage area.

B. The Parties acknowledge and understand as follows: (1) The Park Property is commonly referred to as the Southeast Sports Complex and was previously improved with a grant (the "**Grant**") awarded by the State of Washington Interagency Committee for Outdoor Recreation (the "**Agency**"); (2) the exchange of easements under this Easement and Agreement is considered a "conversion" under guidelines administered the Agency (the "**Conversion**"); (3) Grantee is in the process of asking the Agency to approve the Conversion; and (4) obtaining Agency approval will require joint and mutual cooperation of the Parties, and will require appraisals prepared according to guidelines approved by the Agency demonstrating that the property interests received by the Park Board hereunder have a fair market value at least equivalent to that of the property interests being converted (the "**Appraisals**").

C. South and west of the Park Property, KXLY owns real property consisting of approximately 14 acres, as more particularly described on the attached **Exhibit B** ("**KXLY Property**"). The KXLY Property contains two existing broadcast towers, a generator building, improvements and open space.

D. Directly south of the Park Property, KXLY owns approximately fifteen (15) acres of property which is presently zoned CC2-DC, subject to a Development Agreement with the City of Spokane ("**Adjacent KXLY Property**"). See **Exhibit B-1**.

E. The City of Spokane owns land in between and adjacent to both the Park Property and the Adjacent KXLY Property which is the subject of a Purchase and Sale Agreement (Clerk's File OPR 2015-0920) between the City of Spokane and KXLY ("**City Property**").

F. A signalized intersection was recently installed at Regal Street and Palouse Highway (the "**Signalized Intersection**"). The Signalized Intersection improves traffic movements for north and south bound traffic on Regal Street and east bound traffic on Palouse Highway.

G. At present, pedestrians and vehicles access the Park Property through a driveway and parking lot located south of the Signalized Intersection.

H. The Parties believe that the development of the west leg of the Signalized Intersection will enhance the use and enjoyment of the Park Property, the Adjacent KXLY Property and the City Property ("**Benefitted Properties**") and wish to enter into an agreement providing for conveyance of easements with construction and maintenance of improvements that will provide pedestrian, vehicular access ("**Joint Access**"), and vehicle parking for the Benefitted Properties. See **Exhibit C**.

I. Simultaneous with the Parties' execution of this Easement and Agreement, the Parties have also entered into a (i) Ground Lease with City of Spokane Park Board ("**Ground Lease**"), and (ii) a License and Development Agreement ("**License and Development Agreement**"), of even date herewith. The Ground Lease provides for a lease of certain property by KXLY to the Park Board, and the License and Development Agreement provides for construction of the Joint Access as well as other improvements including, without limitation, a soccer field on the property covered by the ground lease.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein and of the benefits derived by Grantor, the Parties covenant and agree as follows:

1. **ACCESS AND PARKING EASEMENT**. Grantor does hereby grant, convey and deliver to Grantee, its successors and assigns a non-exclusive easement in, under, through and over the following described property:

(see attached Exhibit D)

hereinafter referred to as "**Easement Area**" upon the terms, covenants and conditions herein. This easement shall apply to all interests now owned or hereafter acquired in the Easement Area. Grantor further agrees that Grantee shall have a right of entry upon reasonable areas of the Park Property that is adjacent to the Easement Area to install, inspect, repair or maintain the Easement Area and perform any other related functions or duties provided following such entry the adjacent area is returned to the condition it was found, reasonable wear and tear excepted.

2. PURPOSE. This easement is conveyed to the Grantee for purpose of locating, constructing, maintaining and repairing a public pedestrian and vehicle access to the Benefitted Properties, plus outdoor surface vehicle parking and related landscaping with stormwater control together with the right to install, use and maintain underground sewer and water lines, electrical service lines and other public utilities to serve adjacent property in a manner that does not unreasonably interfere with the purpose of the easement ("**Access and Parking Easement**"). The improvements on the Easement Area will provide public access to the Benefitted Properties from Regal Street and Palouse Highway through the Signalized Intersection.

3. CONSIDERATION. The consideration for the easements is set forth in this Easement and Agreement and the License and Development Agreement between the Parties.

4. COVENANTS. Grantor and Grantee agree to the following.

A. Duration. The Access and Parking Easement and rights granted herein, shall run with the land to which the Easement Area is appurtenant (the "**Burdened Property**") and shall be perpetual in duration, and shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. This Easement and Agreement may be terminated by: (1) KXLY if it does not acquire the City Property or (2) the Park Board if KXLY does not commence development of the Joint Access as well as the Improvements described in the License and Development Agreement within four (4) years from the Effective Date and thereafter complete said improvements with reasonable diligence.

B. Interference. Grantor, without the consent of Grantee, may not grant other interests, rights or easements that allow the use of the Easement Area or areas adjacent thereto that unreasonably interfere with the use permitted through this Easement or the covenants set forth in this Section 4.

C. Development of Joint Access. KXLY, through its agents and contractor, shall, at its cost and expense, design, construct, warrant and otherwise develop the Joint Access as a local access commercial street. The Joint Access shall be open and available for use by the public in the same manner as other public streets in the City of Spokane, subject to the terms of this Easement and Agreement.

D. Maintenance. KXLY at its cost and expense will maintain and repair the street and related improvements on the Joint Access to a condition, at least, in reasonable conformance with the condition of curb, sidewalk and pavement adjacent to the Signalized Intersection. Maintenance and repair includes cleaning, removing litter, sweeping, snowplowing, repairing surface and structural damage and cracks which result from reasonable wear and tear.

In an emergency, Grantee shall have the right, but not the obligation, to enter the Easement Area and the Burdened Property for the purpose of installation, maintenance, repair, removal and replacement of the improvements or utilities in the Easement Area.

E. Conforming Easement to "As Built" Construction. Following construction of the Joint Access, KXLY shall provide a current survey that depicts (1) the Joint Access and (2) the boundary between the Park Property and the City Property consistent with the installed improvements.

F. Displacement of Park Department Surface Parking. Prior to construction of the Joint Access, KXLY and the Parks Department shall meet and confer to identify the number of and relocation of vehicle parking spaces on the Easement Area that will be displaced as a result of installing the Joint Access. It is intended that KXLY shall replace each displaced parking stall (estimated to be eight foot wide parking stalls) with at least one similar space prior to the full improvement and occupancy of the Adjacent KXLY Property pursuant to the then-existing City land use entitlements.

G. Development of Joint Use Parking. Following completion of the Joint Access, KXLY shall within a reasonable period develop vehicle parking in conformance with City of Spokane development standards on the Easement Area and KXLY Property, hereinafter the "Joint Use Parking" as depicted on Exhibit C. The parking shall be non-exclusive and be available on a "first come, first-serve basis" to persons who are using or otherwise occupying the Park Property, KXLY Property and Adjacent KXLY Property for its intended purpose. The number of available parking spaces for joint use is estimated to be 149.

5. RECIPROCAL PARKING AND ACCESS EASEMENT ON KXLY PROPERTY. In consideration for the Access and Parking Easement, KXLY hereby grants and conveys a perpetual non-exclusive easement to the Park Board, its employees, officers, agents, guests,
(S1380118: 8)

licensees and invitees who are using or occupying the Park Property (collectively, the "Permitted Users") to park motor vehicles on the KXLY Property with related vehicle and pedestrian ingress and egress on the areas depicted and legally described on Exhibit E, which areas include a driveway no less than 20 feet in width running between the southwest corner of easement area "B" and the eastern edge of easement area "C", as depicted in said Exhibit E ("Reciprocal Easement"). In the event the Appraisals indicate that the fair market value of the easement interests received by KXLY hereunder exceed the fair market value of the Easement interests received by the Park Board, KXLY agrees to adjust the boundaries to increase the size of the easements conveyed to the Park Board hereunder such that the fair market value of the easements received by the Park Board are at least equal to the fair market value of the easement interests received by KXLY, determined according to Agency appraisal guidelines.

A. Duration. The Reciprocal Easement and rights granted herein shall run with the land to which the Reciprocal Easement is appurtenant, shall be perpetual in duration and binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. The Reciprocal Easement shall automatically terminate if and when the Access and Parking Easement is terminated.

B. Use and Occupancy. The Joint Use Parking shall be free and open to the public during regular park hours for the Park Property, and may be used and occupied by persons and vehicles for reasonable periods consistent with the permitted use on the adjacent KXLY developed property and the use of the Park Property as open space and/or public sports fields for outdoor recreation. In the event KXLY, its successors and assigns finds that any person is using the Joint Use Parking in a manner which violates any term of this Easement and Agreement or any reasonable rule related to the Joint Use Parking, causes harm or creates a nuisance, KXLY may require the vehicle or person(s) to be removed therefrom. Prior to the removal of a vehicle KXLY may give notice by 1) contacting the person and/or 2) posting a notice on the vehicle to be removed. Twenty-four (24) hours after notice KXLY is authorized to remove the vehicle and take such other action as is reasonably necessary including storage or impoundment. KXLY shall defend, indemnify, and hold the Park Board harmless against any claims resulting from KXLY's removal of vehicles from the Easement Area.

C. Maintenance. KXLY shall be responsible to improve, maintain, repair, resurface, stripe, sweep, and remove snow and litter from the Joint Use Parking, at no cost to the Park Board. Appropriate signage for such available parking shall be placed on both the Park Property, City Property and KXLY Property in mutually agreed locations.

D. Assignment of Rights. KXLY understands that the Park Board will record an assignment of rights in the records of Spokane County that: (1) describes the Reciprocal Easement; (2) commits the Park Board to enforcing the terms of this

Easement and Agreement; (3) gives the Agency certain rights, which are co-held with the Park Board, for access to the Reciprocal Easement; (4) indemnifies the Agency with respect to the acts or omissions of KXLY and the Park Board on the Easement Area; and (5) requires the Park Board to consult with the Agency for any amendment of the Easement and Agreement, or conversion of the easement to another use.

6. INSURANCE.

- A. KXLY shall, at its sole expense, obtain and keep in force throughout the term of this Easement and Agreement commercial general liability insurance on an occurrence basis with a combined single limit of no less than \$1.5 million per occurrence and \$2 million General Aggregate, naming the City of Spokane and Park Board, its officers, employees, contractors, agents, and other such persons or entities as the Park Board may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to KXLY's use and occupancy of the Easement Area, including non-owned automobile liability.
- B. The Park Board shall, at its sole expense, obtain and keep in force throughout the term of this Easement and Agreement commercial general liability insurance on an occurrence basis with a combined single limit of no less than \$1.5 million per occurrence and \$2 million General Aggregate, naming KXLY, its officers, employees, contractors, agents, and other such persons or entities as KXLY may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to the Park Board's use and occupancy of the Reciprocal Easement, including non-owned automobile liability.

The above policies, including liability limits, shall be periodically adjusted upon mutual agreement to reflect generally accepted terms and limits for similar property in the City.

7. INDEMNIFICATION.

- A. KXLY shall indemnify, defend, and hold the City of Spokane and Park Board harmless from all claims arising from the KXLY's use, occupancy, management, and maintenance of the Easement Area or from any activity, work or thing done, permitted or suffered by KXLY in or about the Easement Area, except to the extent such claim resulted from the act or omission of the City of Spokane or Park Board's employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of KXLY's employees, agents, or contractors.

- B. The Park Board shall indemnify, defend, and hold KXLY harmless from all claims arising from the Park Board's use, occupancy, management, and maintenance of the Reciprocal Easement or from any activity, work or thing done, permitted or suffered by the Park Board in or about the Reciprocal Easement, except to the extent such claim resulted from the act or omission of KXLY's employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the Park Board's employees, agents, or contractors.

8. MEDIATION. If either party has a claim or dispute under this agreement, notice of the same shall be sent to the other party. The notice shall provide a brief description of the dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the dispute.

If the Parties are unable to resolve the dispute within five (5) business days of the notice, the Parties shall engage a mediator to assist in resolving the dispute. The mediator's fees and costs shall be equally shared by the Parties. Thereafter, the Parties may exercise available legal remedies.

9. CORPORATE AUTHORITY. Grantor represents and warrants that he/she is duly authorized to execute and deliver this Easement on behalf of the City of Spokane, Parks Department in accordance with a duly adopted resolution of the Park Board in accordance with its Charter and bylaws, and that this Easement is binding upon the City of Spokane and said entity in accordance with its terms.

10. NOTICES. All written notices required to be given pursuant to the terms hereof shall be either delivered personally or deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below:

GRANTOR:

City of Spokane, Park Board
Attn: Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201

GRANTEE:

QueenB Radio, Inc.
Attn: Tim Anderson
500 W. Boone Avenue
Spokane, WA 99201

The foregoing addresses may be changed by written notice to the other party as provided herein. Mailed notice properly given shall be deemed received three (3) days after deposit in the mail.

11. ENTIRE AGREEMENT/ ASSIGNMENT. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Easement Area. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Agreement, or waiver of any of its terms, shall be effective unless in writing duly executed by the parties. This Easement may not be assigned without the written consent of Grantor, which consent will not be unreasonably withheld.


This Easement is effective the day and year set forth above.

GRANTOR:

GRANTEE:

CITY OF SPOKANE, PARK BOARD

QUEENB RADIO, A WASHINGTON CORPORATION

By 
Its: Chair President

By _____
Its: _____

Approved as to form:


Assistant City Attorney

The foregoing addresses may be changed by written notice to the other party as provided herein. Mailed notice properly given shall be deemed received three (3) days after deposit in the mail.

11. ENTIRE AGREEMENT/ ASSIGNMENT. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Easement Area. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Agreement, or waiver of any of its terms, shall be effective unless in writing duly executed by the parties. This Easement may not be assigned without the written consent of Grantor, which consent will not be unreasonably withheld.

This Easement is effective the day and year set forth above.

GRANTOR:

CITY OF SPOKANE, PARK BOARD

By _____
Its: Chair

GRANTEE:

QUEENB RADIO, A WASHINGTON CORPORATION

By Elizabeth M. Bauer
Its: President

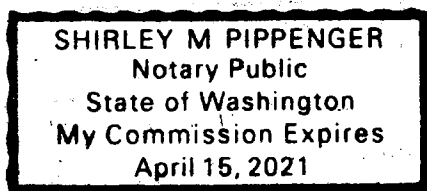
STATE OF WASHINGTON)

) ss.

County of Spokane)

On this 31st day of July, 2017, before me personally appeared Chris Wright, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Spokane, Park Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Shirley M. Pippenger
Printed Name: Shirley M. Pippenger
Notary Public in and for the State of WA,
residing at Spokane
My Appointment expires 04/15/2021

STATE OF WASHINGTON)

) ss.

County of _____)

On this _____ day of _____, 2017, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of QueenB Radio, Inc., for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

STATE OF WASHINGTON)

) ss.

County of Spokane)

On this ____ day of _____, 2017, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Spokane, Park Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

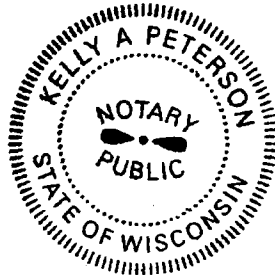
STATE OF ~~WASHINGTON~~ ^{WISCONSIN})

) ss.

County of Dane)

On this 24th day of July, 2017, before me personally appeared Elizabeth M. Burns, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of QueenB Radio, Inc., for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kelly A. Peterson
Printed Name: Kelly A. Peterson WI
Notary Public in and for the State of ~~WA~~,
residing at Dane County
My Appointment expires June 8, 2020

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT A (a "SCOUT Map of the Park Property)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

EXHIBIT B
KXLY Property

KXLY Property

[exhibit on next page]

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT B (a depiction of the KXLY Property)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

Legal Description for KXLY Property

THE EAST HALF OF THE NORTHEAST QUARTER OF GOVERNMENT LOT 10,
SECTION 4, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE,
WASHINGTON.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF
GOVERNMENT LOT 9 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 9,
THENCE N87°40'18"E ALONG THE NORTH LINE THEREOF A DISTANCE OF 367.44
FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE FROM SAID POINT
OF BEGINNING S02°27'16"E A DISTANCE OF 665.47 FEET TO A POINT ON THE
SOUTH LINE OF SAID NORTHWEST QUARTER AND THE TERMINUS OF THIS LINE
DESCRIPTION, SAID POINT BEARING N87°41'12"E A DISTANCE OF 377.70 FEET
FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER.

EXHIBIT B-1
Adjacent KXLY Property

[exhibit on next page]

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT B-1 (Adjacent KXLY Property)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

EXHIBIT B-1
Legal Description of Property

THE NORTHEAST QUARTER OF GOVERNMENT LOT 9, SECTION 4, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, WASHINGTON; EXCEPT COUNTY ROAD.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SAID GOVERNMENT LOT 9 LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 9, THENCE N87°40'18"E ALONG THE NORTH LINE THEREOF A DISTANCE OF 367.44 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE FROM SAID POINT OF BEGINNING S02°27'16"E A DISTANCE OF 665.47 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION, SAID POINT BEARING N87°41'12"E A DISTANCE OF 377.70 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER.

Spokane County Tax Parcel No. 34041.9077

EXHIBIT C

Joint Access and Parking Depiction

[exhibit on next page]

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT C (Joint Access and Parking Depiction)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

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EXHIBIT D
Easement Area

[exhibit on next page]

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT D (Easement Area)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

Easement Description "A"

A parcel of land in Government Lot 8 in the Northeast Quarter of Section 04, Township 24 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Government Lot 8, thence along the East line of said Government Lot 8 North $01^{\circ}12'51''$ West a distance of 150.03 feet to a point on a line being 150.00 feet North of the South line of said Government Lot 8; thence along said line South $87^{\circ}38'23''$ West a distance of 30.01 feet to the West right of way line of Regal Street and being the **POINT OF BEGINNING**;

Thence continuing **South $87^{\circ}38'23''$ West** a distance of 384.44 feet;

Thence leaving said line in a Northeasterly direction with a non-tangent curve turning to the right with a radius of 192.00 feet, having a chord bearing of **North $47^{\circ}44'13''$ East** a chord distance of **252.99 feet**, a central angle of $82^{\circ}25'18''$ and an arc length of 276.20 feet;

Thence **North $88^{\circ}56'52''$ East** a distance of **193.57 feet** to said West right of way of Regal Street;

Thence along said West right of way **South $01^{\circ}12'51''$ East** a distance of **157.90 feet** to the **POINT OF BEGINNING** for this description.

Containing **54721.56 S.F. (1.256 Acres)** of land more or less.

BASIS OF BEARING is North $01^{\circ}12'51''$ West a distance of 2662.89 feet between the East Quarter Corner of Section 32 and the Southeast corner of said Government Lot 8.

EXHIBIT E
Reciprocal Easement

[exhibit on next page]

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT E (Reciprocal Easement)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

Easement Description "B"

A parcel of land in Government Lot 8 in the Northeast Quarter of Section 04, Township 24 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Government Lot 8, thence along the South line of said Government Lot 8, South 87°38'23" West a distance of 370.21 feet to the **POINT OF BEGINNING**;

Thence continuing **South 87°38'23" West** a distance of **229.91** feet to a point on a line being 600.00 feet West of the East Line of said Government Lot 8;

Thence along said line **North 01°12'51" West** a distance of **150.03** feet to a point on a line being 150.00 feet North of the South line of said Government Lot 8;

Thence along said line **North 87°38'23" East** a distance of **235.05** feet;

Thence leaving said line in a Southerly direction with a non-tangent curve turning to the left with a radius of 129.49 feet, having a chord bearing of **South 03°38'41" West** and a chord distance of **13.66 feet**, having a central angle of 06°02'48" and an arc length of 13.67 feet;

Thence **South 01°08'50" West** a distance of **126.26** feet;

Thence **South 02°19'23" East** a distance of **5.04** feet;

Thence in a Southerly direction with a tangent curve turning to the left with a radius of 14.50 feet, having a chord bearing of **South 13°09'32" East** and a chord distance of **5.45 feet**, having a central angle of 21°40'17" and an arc length of 5.48 to the **POINT OF BEGINNING** for this description.

Containing **34710.42 S.F. (0.797 Acres)** of land more or less.

BASIS OF BEARING is North 01°12'51" West a distance of 2662.89 feet between the East Quarter Corner of Section 32 and the Southeast corner of said Government Lot 8.

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

**EXHIBIT E -Page 4 (Exhibit for Description "C" S, 4, T.24N, R.43E, W.M., City of Spokane,
prepared by Coffman Engineers for Southgate - KXLY)**

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

Easement Description "C"

A parcel of land in Government Lot 9 in the Northeast Quarter of Section 04, Township 24 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Government Lot 9, thence along the North line of said Government Lot 9, **South 87°38'23" West** a distance of **538.52** feet to the **POINT OF BEGINNING**;

Thence leaving said line **South 02°21'37" East** a distance of **44.97** feet;

Thence **South 85°28'59" West** a distance of **44.83** feet;

Thence along a non-tangent curve to the left with a radius of **187.14** feet, chord bearing of **South 63°53'32" West**, chord distance of **121.68** feet, central angle of **37°56'45"** and an arc length of **123.94** feet;

Thence **South 87°40'37" West** a distance of **258.06** feet;

Thence **North 02°26'44" West** a distance of **95.49** feet to said North line of Government Lot 9;

Thence along said North Line **North 87°38'23" East** a distance of **414.39** feet to the **POINT OF BEGINNING** for this description.

Containing **33,818.26 S.F. (0.776 Acres)** of land more or less.

BASIS OF BEARING is North 01°12'51" West a distance of 2662.89 feet between the East Quarter Corner of Section 32 and the Northeast corner of said Government Lot 9.

MEMORANDUM

November 8, 2016

To: City of Spokane Park Board

From: Pat Dalton, Assistant City Attorney

Re: KXLY/Southside Athletics Complex

Dear Park Board Members,

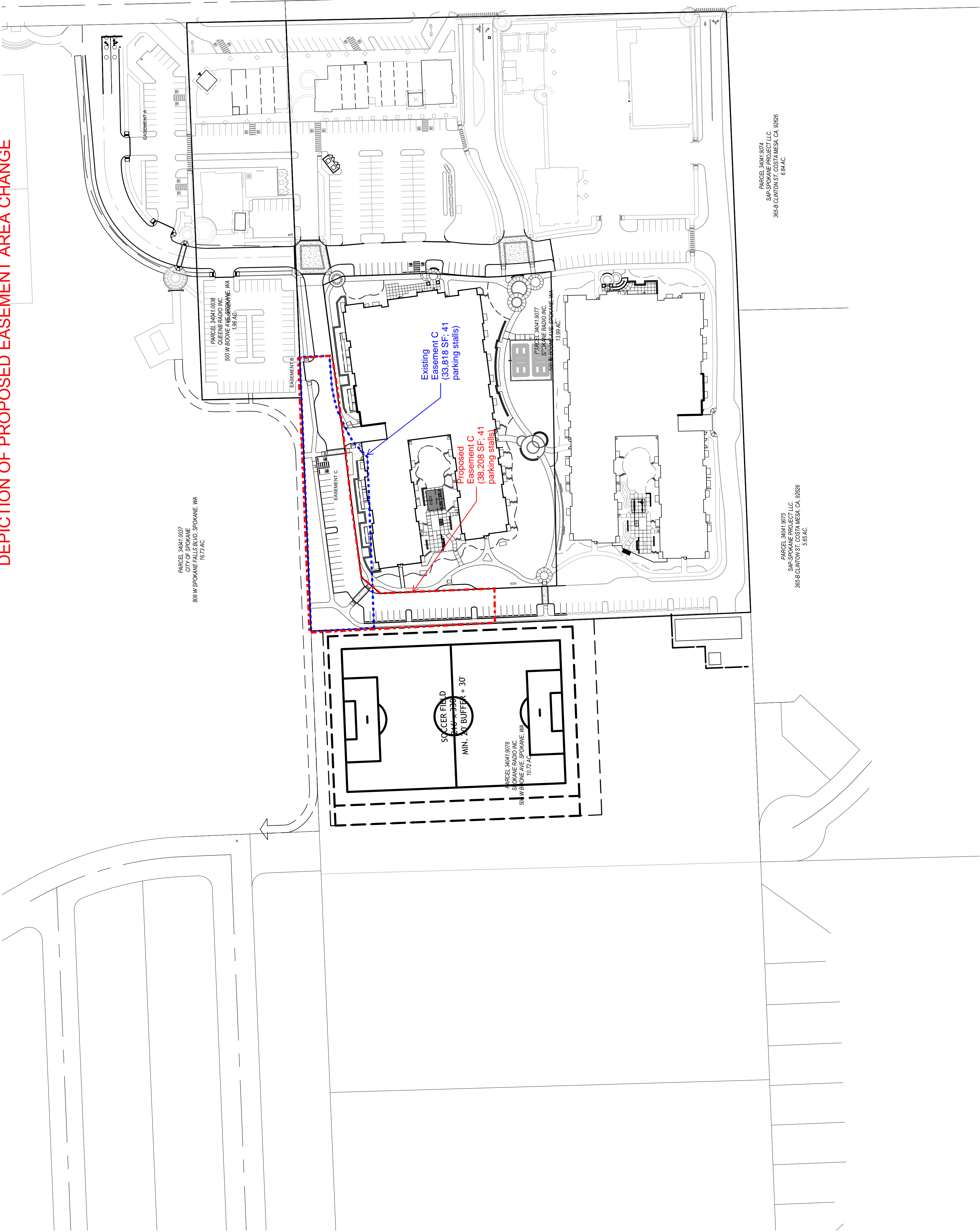
This Office has examined the legal requirements and limitations of Park Board authority as those limitations and requirements apply to the Regal Property transaction. We have examined various documents necessary for the construction of public vehicle and pedestrian access, reconstruction of existing parking lots, restrooms, concession and storage buildings, sidewalks, hardscape, signage and landscaping, and the installation of a soccer field on the KXLY/Southside Athletics Complex site. We have also examined the License and Development Agreement, the Ground Lease, and Access and Parking Easements. We have previously opined that the Park Board has the legal authority to grant a "perpetual easement" across park property in favor of KXLY and further has the legal authority to enter into a long-term agreement to lease real property from KXLY.

It is our opinion that Park Board has the legal authority to approve the Ground Lease With City of Spokane Park Board, which is on the Board's Agenda for the Board's November meeting. Assuming the Park Board approves the Ground Lease, it will go to the Mayor for his signature.

KXLY SOUTHGATE BINDING SITE PLAN

S.4, T.24N., R.43E., W.M., CITY OF SPOKANE, SPOKANE COUNTY, WA

DEPICTION OF PROPOSED EASEMENT AREA CHANGE



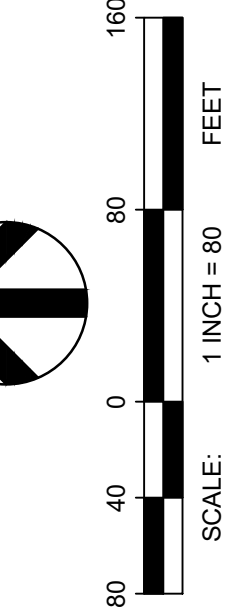
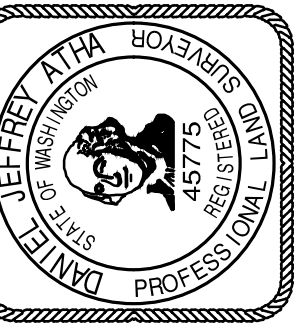
KEY NOTES

- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:**
RECORDED: JUNE 27, 1983
RECORDING INFORMATION: 9469408
IN FAVOR OF: THE WASHINGTON WATER POWER COMPANY, A WASHINGTON CORPORATION
FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
AFFECTS: DOESN'T AFFECT PROPERTY
- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:**
RECORDED: DECEMBER 11, 1984
RECORDING INFORMATION: 8412110197
IN FAVOR OF: THE WASHINGTON WATER POWER COMPANY, A WASHINGTON CORPORATION
FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
AFFECTS: DOESN'T AFFECT PROPERTY
- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:**
RECORDED: 9106110206
RECORDING INFORMATION: CITY OF SPOKANE
IN FAVOR OF: UTILITY PURPOSES
AFFECTS: 20' WIDE PORTION ALONG NORTH BOUNDARY OF PARCEL 34041.9078 AND 34041.9005 (DOESN'T AFFECT PROPERTY)
- SEWER EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**
BETWEEN: SPOKANE TELEVISION AND RADIO, INC.
AND: RUIDEEN DEVELOPMENT
RECORDING INFORMATION: 9310040070
AFFECTS: 20' WIDE PORTION ALONG SOUTH BOUNDARY OF PARCEL "B", PARCEL 34041.9078, AND 34041.9005
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "TITLE NOTICE"**
RECORDED: DECEMBER 12, 2000
RECORDING INFORMATION: 4541260
AFFECTS: PARCEL "B" (BLANKET IN NATURE, RIGHT OF SPOKANE COUNTY FOR INSPECTION AND COPIING)
- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:**
RECORDING INFORMATION: 4543086; DECEMBER 19, 2000
IN FAVOR OF: CITY OF SPOKANE ET. AL.
FOR: THE FREE AND UNOBSTRUCTED USE AND PASSAGE OF ALL TYPES OF AIRCRAFT THROUGH THE AIRSPACE OVER OR IN THE VICINITY OF THE PROPERTY HEREIN DESCRIBED
AFFECTS: WEST PORTION OF PARCEL "B", ALL OF PARCEL 34041.9078
- ACKNOWLEDGEMENT OF NO PUBLIC RIGHT-OF-WAY ACCESS TO PARCEL**
GRANTOR: KXLY RADIO AND TELEVISION
GRANTEE: KXLY RADIO AND TELEVISION
RECORDED: JULY 29, 2005
RECORDING NO.: 5252340
AFFECTS: PARCEL "B", LETTER OF ACKNOWLEDGEMENT FOR FUTURE EASEMENT ACCESS
- TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS AS CONTAINED IN RECORDED LOT LINE ADJUSTMENT (BOUNDARY REVISIONS)**
RECORDED: JANUARY 03, 2007
RECORDING INFORMATION: 5480261
AFFECTS: CREATES PARCELS AS SEEN TODAY
- DEVELOPMENT AGREEMENT KXLY AND THE TERMS AND CONDITIONS THEREOF:**
BETWEEN: CITY OF SPOKANE
AND: SPOKANE RADIO, INC., AS KXLY
RECORDING INFORMATION: 5865674; JANUARY 07, 2010
AFFECTS: PARCEL "B"
- FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**
BETWEEN: CITY OF SPOKANE, A WASHINGTON MUNICIPAL CORPORATION
AND: SPOKANE RADIO, INC., A SUBSIDIARY OF SPOKANE TELEVISION INC., A WASHINGTON CORPORATION AND QUEENB RADIO, INC.
RECORDING INFORMATION: 6626294
AFFECTS: ALL OF PARCEL "A" (BLANKET IN NATURE)
- FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**
BETWEEN: CITY OF SPOKANE, A WASHINGTON MUNICIPAL CORPORATION
AND: SPOKANE RADIO, INC., A SUBSIDIARY OF SPOKANE TELEVISION INC., A WASHINGTON CORPORATION AND QUEENB RADIO, INC.
RECORDING INFORMATION: 6626294
AFFECTS: ALL OF PARCEL "B" (BLANKET IN NATURE)
- A GROUND LEASE WITH CITY OF SPOKANE PARK BOARD AND THE TERMS AND CONDITIONS THEREOF:**
LESSOR: QUEENB RADIO, INC., A WASHINGTON CORPORATION DBIA KXLY
LESSEE: WASHINGTON PARK BOARD, A WASHINGTON CORPORATION, THE STATE OF WASHINGTON ACTING THROUGH ITS PARK BOARD,
TERM: 20 YEARS WITH AN ADDITIONAL 20 YEAR EXTENSION
DATED: JULY 24, 2017
RECORDED: AUGUST 01, 2017
RECORDING INFORMATION: 6626295
AFFECTS: NORTHEAST CORNER OF PARCEL 34041.9078
- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:**
RECORDING INFORMATION: 6626286; AUGUST 01, 2017
IN FAVOR OF: QUEENB RADIO, INC., A WASHINGTON CORPORATION
FOR: ACCESS AND RECIPROCAL PARKING EASEMENTS
AFFECTS: WEST PORTION OF PARCEL "B", NORTHWEST PORTION OF PARCEL "A", AND SOUTHEAST PORTION OF PARCEL 34041.0037
- ACCESS AND RECIPROCAL PARKING EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**
BETWEEN: CITY OF SPOKANE, PARKS DEPARTMENT
AND: QUEENB RADIO, INC., DBIA KXLY, A WASHINGTON CORPORATION..
RECORDING INFORMATION: 6626286
AFFECTS: ALL OF PARCEL "A" AND PARCEL "B"

ACOFFMAN
ENGINEERS

1111 East Second Suite 400
Spokane, Washington 99201
Tel 509.328.2884
Fax 509.322.2599

KXLY SOUTHGATE



UTILITY STATEMENT
LOCATION OF EXISTING UNDERGROUND UTILITIES HAVE BEEN TAKEN FROM DRAWINGS PROVIDED AND ASSURED BY THE APPROPRIATE UTILITY COMPANIES. UTILITY LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE ONLY. PRIOR TO BEGINNING ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EACH UTILITY.

LEGEND		
——	BOUNDARY	
- - - -	CENTERLINE	
- . - . -	EASEMENT	

DRAWING TITLE			
BINDING SITE PLAN			
BOUNDARY AND EXISTING EASEMENTS			
PROJECT NO.	SCALE	DATE	REVISION NO.
181129	1" = 80'	JUNE 12, 2019	
DESIGNED BY:	CHECKED BY:	DRAWING NO.	
N/A	N/A		
DRAWN BY:	REVIEWED BY:		
TJW/KMR	JEA/DJA		

Spokane Park Board

Briefing Paper



Committee	Golf Committee		
Committee meeting date	September 6, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2022-0561		
Item title: (Use exact language noted on the agenda)	Fisher Construction Group, Inc., Construction Change Order #1 / Downriver Golf Course Roof Renovation (\$70,472.33, plus applicable tax)		
Begin/end dates	Begins: 09/06/2022	Ends: 01/31/2023	<input type="checkbox"/> Open ended
Background/history: Changer Order #1 for the Downriver Golf Course Roof Renovation project, which: -Adds removal and replacement of HVAC units (including new ductwork) to accommodate roof renovation work, -Adds disconnection / reconnect of rooftop gas piping to accommodate roof renovation work, -Adds disconnection / reconnect of rooftop electrical components to accommodate roof renovation work, -Adds abatement, disposal and air monitoring for removal of asbestos containing roofing materials discovered after bidding and prior to construction during required 'good faith survey'. Asbestos abatement and HVAC unit removal / relocation / re-installation are required to complete roof repairs.			
Motion wording: Move to approve Fisher Construction Group, Inc change order #1 for the Downriver Golf Course Roof Renovation project in the amount of \$70,472.33, plus applicable tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Fisher Construction Group, Inc. Name: Darrell Kidwell Email address: ddk@fishercgi.com Phone: 360.757.4094			
Distribution: Parks – Accounting Mark Poirier Parks – Pamela Clarke Thea Prince Requester: Nick Hamad Grant Management Department/Name: N/A			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$70,472.33 (plus tax) Budget code: 4600-55100-94000-56203			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 600170606 Business license expiration date: 7/31/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 1

NAME OF CONTRACTOR: FISHER CONSTRUCTION GROUP

PROJECT TITLE: DOWNRIVER GOLF COURSE ROOF RENOVATION

CITY CLERK CONTRACT NUMBER: OPR2022-0561

=====

DESCRIPTION OF CHANGE:

AMOUNT:

HVAC, Electrical, Gas Utility Disconnect, Relocation, Reconnect

\$46,732.06

Asbestos Abatement & Air Monitoring

\$23,740.27

=====

TOTAL AMOUNT: \$70,472.33

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 403,424.59
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$ 0.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 70,472.33
REVISED CONTRACT SUM	\$ 473,896.92

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	October 1, 2022
CURRENT COMPLETION DATE	October 1, 2022
REVISED COMPLETION DATE	October 14, 2022

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

Approved as to form: _____ Assistant City Attorney



Change Order Request

SPOKANE DOWNRIVER GOLF COURSE ROOF - OPR 2022-
3225 N COLUMBIA CIR

Project #: 22F129-
Tel: Fax:

Change Order Request: 1

Date: 8/16/22

To: CITY OF SPOKANE PARKS AND RECREATION
808 WEST SPOKANE FALLS BLVD, FIFTH FLOOR
SPOKANE, WA 99201

From: DARRELL KIDWELL
Fisher Construction Group, Inc.
625 Fisher Lane
Burlington, WA 98233

COR Description

Change Order #1

Required By

Days Req

COR Amount Requested

\$70,472.33

COR Details

Mechanical Roof Work, Acm Removal

Potential Change Order Detail

PCO: 1

Reason

PCO Description: Change Order #1

Item Description

PCO Amount Requested

1 Mckinstry HVAC Work
Profit 10%

42,483.69

4,248.37

Total for PCO Item 1: 46,732.06

2 Summit Enviromental ACM Removal
Profit 15%

20,643.71

3,096.56

Total for PCO Item 2: 23,740.27

Total for PCO 1: 70,472.33

Approved By:

Owner Signature: _____

Contractor Signature: _____

Date: _____

Date: _____

Name: CITY OF SPOKANE PARKS AND RECREAT

Name: Fisher Construction Group, Inc.



Mechanical & Electrical Proposal r2

August 16th, 2022

Darrell Kidwell

Fisher Construction Group
625 Fisher Lane
Burlington, WA 98233

Project: Downriver Golf Course Clubhouse Reroof Project

Dear Mr. Kidwell,

Thank you for the opportunity to provide our proposal for this project. McKinstry employs an integrated services model to deliver thousands of building solutions across the Inland Northwest. We are excited to apply our experience at developing and executing a variety of projects to address your current needs. We were asked to provide pricing for the Mechanical & Electrical on the Downriver Golf Course Clubhouse Reroof Project. Below are the project details and our recommendations.

PRICING

ITEM	PRICING
HVAC	\$39,956.49
Gas Piping	\$1,948.25
Electrical	\$4,360.00

Note: The breakout values above are provided for your competitive and budgetary evaluation only. Breakouts are not offered as "alternates" and cannot be selected or eliminated at discretion. The valid price is for the full base bid total.

REFERENCED DOCUMENTS

- As-Built Drawings provided

CLARIFICATIONS

- Work is to be performed during normal working hours (M-F; 6am-4pm)
- A good faith survey has been provided. Abatement for hot duct sealant on existing ductwork and handling of ACM duct sealant is excluded.
- (2) Crane picks are included in base HVAC price
- GC to provide all curbs
- All work inside the building (controls, ducting, piping, ect.) is excluded
- WSST is included

SCOPE OF WORK

Downriver Golf Course Clubhouse Reroof Project

Our scope of work includes the following equipment, labor, and materials;

- HVAC Lower Roof
 - Demo existing rooftop ductwork & shimmy new unit out of the way to allow for GC to install new roof curb
 - Reinstall existing unit on GC provided roof curb and provide new rooftop ducting
 - Disconnect & reconnect of existing control wiring at the units are included
- HVAC Upper Roof
 - Demo existing rooftop ductwork & hoist off existing units prior to roof replacement
 - Hoist exiting units back onto new curbs (provided by GC) and provide new rooftop ductwork
 - Disconnect & reconnect of existing control wiring at the units are included
 - Provide structural review/engineering for unit being slightly relocated
- Piping
 - Gas piping disconnect/reconnect & extension to units being relocated as needed
- Electrical
 - RTU Electrical Work
 - Safe off/Disconnect of electrical for (4) RTU's
 - Provide and install approximately 10' of conduit for relocating rooftop units
 - Reconnect of electrical for (4) RTU's once roofing is complete
 - Rework on Lower Roof
 - Safe off/Demo of (1) outlet

EXCLUSIONS

- Any work not specifically included in the scope of work
- Overtime, double time, and shift premiums
- Unforeseen and hidden conditions
- Performance and payment bonds
- Removal of waste or scrap from the jobsite (provision of dumpsters)
- Roofing and building envelope penetrations and sealing
- Material cost escalation
- Painting
- Fire Suppression Systems
- Low Voltage
- Utility company charges.
- Correcting existing code violations
- Temporary power and lighting
- Fire Stopping
- Fire Alarm
- BIM/Coordination Drawings
- Engineering, calculations, drawings, and peer review services not specifically included
- Handling of hazardous materials including, but not limited to, asbestos, lead, and PCB's



Downriver Golf Course Clubhouse Reroof Project

SAFETY

McKinstry focuses on jobsite and company safety and has enjoyed excellent safety ratings for over 10 years. As a people-first company, safety is taken very seriously. The safety of our employees can never be compromised for operational efficiency.

We have a full-time safety team dedicated to preventing loss and maintaining a safe and healthy work environment. Our project team will fully implement our safety program on this project.

Payment is due in full upon substantial completion. This proposal is valid for 45 days from the date proposed.

Upon your favorable review, please sign and return this proposal for scheduling and implementation. Should you have any questions or require additional information, please feel free to call me at 509-789-0533.

Sincerely,

McKinstry Co., LLC.



Casie Lund | Account Executive – Construction
509-237-6852 | CasieL@mckinstry.com

ACCEPTED BY

CITY OF SPOKANE

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Terms & Conditions

PERFORMANCE OF WORK

McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

PAYMENTS

Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due.

WARRANTIES

Customer shall receive a one (1) year warranty that covers labor and materials provided by McKinstry as part of the Work. This warranty commences on the date that the portion of the Work warranted is substantially complete. However, McKinstry makes no warranty whatsoever regarding components of the Work provided by third parties, and in such case the terms of the third party's warranty, including manufacturers' warranties, if any, shall apply between Customer and the third party. The warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.



Downriver Golf Course Clubhouse Reroof Project

TERMINATION

Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that McKinstry shall have no obligation to perform Work after termination.

DISPUTES

In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE

The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE

Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER

No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY

Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

DAMAGES LIMITATION

Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement Price.

INDEMNIFICATION

Each party shall indemnify and hold harmless the other party from and against all third-party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

SEVERABILITY, SURVIVAL

If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

AMENDMENT

This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT

This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.



Summit Environmental, Inc
P.O. Box 3600
Post Falls, Id 83877-3600
(208) 762-1101

RE: Asbestos Abatement at Downriver Golf Club House Spokane WA

Summit Environmental, Inc can complete the asbestos abatement of the above mentioned Project as follows:

- Remove approximately 6500 SF of roofing and ballast
- Remove flashing
- Remove sealant on HVAC

Price: \$22,481.00

Price Includes:

- Labor and materials to complete work as outlined
- Disposal Costs
- Liability Insurance of \$2,000,000.00
- Mobilization
- Air-monitoring
- Notification fees

Price excludes the following:

- All lay-out
- All patching or build back
- Mechanical or electrical disconnects, purging or capping

Thank you for considering Summit Environmental, Inc

If you have any questions or concerns please contact Mike Stroh @ (509) 979-0941

Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	September 6, 2022		
Requester	Mark Buening		Phone number: 509-625-6544
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input checked="" type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Park Operations Equipment Lease / Purchase Agreements		
Begin/end dates	Begins: 08/01/2022 Ends: 09/01/2027		<input type="checkbox"/> Open ended
Background/history: Park Operations has an aging inventory of maintenance equipment requiring constant repair and increasing costs in replacement parts and labor for keeping existing equipment in running order. No significant investment has been made in maintenance equipment for several years. The Park Board authorized a lease purchase of new equipment not to exceed \$100,000 a year, and specific lease agreements were approved in September of 2021. However, due to extreme delays in equipment delivery, and a change of lease terms due to higher prices in equipment and lease terms, these lease agreements must be presented to the Park Board once again for approval.			
Motion wording: Approve the lease agreements with TurfStar Western Equipment and Huntington Bank (Lease 1 - \$214,256.51 and Lease 2 - \$116,980.15)			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Mark Buening Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Lease 1 - \$48,980.16 (Annual amount) 1950-54920-94000-54501-99999 Lease 2 - \$26,742.24 1950-54920-94000-54501-99999			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



Amendment to Contract

The "Contract": Lease Number 008-0676522-304 Dated July 21, 2021		Date: July 22, 2022
"Lessee"		
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201		
"Lessor"		
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441441		

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:

- 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:  _____
AE2EG43595D64F8

Mark A. Buening,
Director of Budget & Finance



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

LESSOR	Name The Huntington National Bank	Email: customerservice@financediv.com	
	Address 1405 Xenium Lane North (PCC180), Plymouth, MN 55441	Fax Number: 319-833-4577	
LESSEE	Full Legal Name City of Spokane	Email: Fax:	
	Primary Address 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201	Fiscal Year End: December	FEIN: 91-6001280

LEASE PAYMENT INFORMATION	Principal Portion: \$116,980.15	Lease Payments: <i>See Attachment 1: Lease Payment Schedule</i>	BANK QUALIFIED	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: 5.39%	Payment Frequency:		
	Maximum Lease Term: 60 Months	Monthly		

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 transferable, 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.)

LESSEE SIGNATURE	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.	LESSOR SIGNATURE	Name of Lessor The Huntington National Bank
	City of Spokane Legal Name of Lessee		By Signature
	By Signature		Print Name and Title
	Print Name and Title		008-0676522-304 Lease Number

CERTIFICATE OF CLERK OR SECRETARY	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: Director of Parks and Recreation
	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).

LEASE PAYMENT SCHEDULE

LESSOR: The Huntington National Bank

LESSEE: City of Spokane

COMMENCEMENT DATE*: _____

INTEREST RATE: 5.39%

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
				116,980.15
1	2,228.52	525.44	1,703.08	115,277.07
2	2,228.52	517.79	1,710.73	113,566.34
3	2,228.52	510.10	1,718.42	111,847.92
4	2,228.52	502.38	1,726.14	110,121.78
5	2,228.52	494.63	1,733.89	108,387.89
6	2,228.52	486.84	1,741.68	106,646.21
7	2,228.52	479.02	1,749.50	104,896.71
8	2,228.52	471.16	1,757.36	103,139.35
9	2,228.52	463.27	1,765.25	101,374.10
10	2,228.52	455.34	1,773.18	99,600.92
11	2,228.52	447.37	1,781.15	97,819.77
12	2,228.52	439.37	1,789.15	96,030.62
13	2,228.52	431.34	1,797.18	94,233.44
14	2,228.52	423.27	1,805.25	92,428.19
15	2,228.52	415.16	1,813.36	90,614.83
16	2,228.52	407.01	1,821.51	88,793.32
17	2,228.52	398.83	1,829.69	86,963.63
18	2,228.52	390.61	1,837.91	85,125.72
19	2,228.52	382.36	1,846.16	83,279.56
20	2,228.52	374.06	1,854.46	81,425.10
21	2,228.52	365.73	1,862.79	79,562.31
22	2,228.52	357.37	1,871.15	77,691.16
23	2,228.52	348.96	1,879.56	75,811.60
24	2,228.52	340.52	1,888.00	73,923.60
25	2,228.52	332.04	1,896.48	72,027.12
26	2,228.52	323.52	1,905.00	70,122.12
27	2,228.52	314.97	1,913.55	68,208.57
28	2,228.52	306.37	1,922.15	66,286.42
29	2,228.52	297.74	1,930.78	64,355.64
30	2,228.52	289.06	1,939.46	62,416.18
31	2,228.52	280.35	1,948.17	60,468.01
32	2,228.52	271.60	1,956.92	58,511.09
33	2,228.52	262.81	1,965.71	56,545.38
34	2,228.52	253.98	1,974.54	54,570.84
35	2,228.52	245.11	1,983.41	52,587.43

36	2,228.52	236.21	1,992.31	50,595.12
37	2,228.52	227.26	2,001.26	48,593.86
38	2,228.52	218.27	2,010.25	46,583.61
39	2,228.52	209.24	2,019.28	44,564.33
40	2,228.52	200.17	2,028.35	42,535.98
41	2,228.52	191.06	2,037.46	40,498.52
42	2,228.52	181.91	2,046.61	38,451.91
43	2,228.52	172.71	2,055.81	36,396.10
44	2,228.52	163.48	2,065.04	34,331.06
45	2,228.52	154.20	2,074.32	32,256.74
46	2,228.52	144.89	2,083.63	30,173.11
47	2,228.52	135.53	2,092.99	28,080.12
48	2,228.52	126.13	2,102.39	25,977.73
49	2,228.52	116.68	2,111.84	23,865.89
50	2,228.52	107.20	2,121.32	21,744.57
51	2,228.52	97.67	2,130.85	19,613.72
52	2,228.52	88.10	2,140.42	17,473.30
53	2,228.52	78.48	2,150.04	15,323.26
54	2,228.52	68.83	2,159.69	13,163.57
55	2,228.52	59.13	2,169.39	10,994.18
56	2,228.52	49.38	2,179.14	8,815.04
57	2,228.52	39.59	2,188.93	6,626.11
58	2,228.52	29.76	2,198.76	4,427.35
59	2,228.52	19.89	2,208.63	2,218.72
60	2,228.52	9.80	2,218.72	0.00
Grand Totals	133,711.20	16,731.05	116,980.15	

Lessee: City of Spokane

DocuSigned by:
 By: Mark A. Buening
 AE2EC1959CB04F8

Mark A. Buening,
 Director of Budget & Finance

*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.

The Equipment consists of the equipment described below, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Description/Serial No./Model No.	Location	Total Cost
(1) Toro Groundsmaster 5900 together with all attachments and accessories thereto	2304 E Mallon Ave, Spokane, WA 99202	\$116,980.15
In Process		

Lessee: City of Spokane

DocuSigned by:
By: Mark A. Buening
AE2EC1353CD64F8...

Mark A. Buening,
Director of Budget & Finance

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 **\$116,980.15**, between **City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201** and **The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441**; 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 Director of Budget & Finance _____ 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

Garrett Jones

Printed Name of Clerk, Secretary or Assistant Secretary



Self-Insurance Addendum

The "Contract": Lease Number 008-0676522-304 dated July 21, 2021
"Lessee"
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

This Addendum is part of, and reference is hereby made to, the above-referenced Contract between Lessee and Lessor.

Notwithstanding the provisions in the Contract requiring Lessee to procure and maintain insurance, so long as Lessee is not in default under the Contract or any other agreement between Lessor and Lessee, and provided that there shall be no material adverse change in the financial condition of Lessee from and after the date of this Addendum (as determined by Lessor in its sole discretion), Lessee may self-insure against physical loss or damage to the Equipment, as defined in the Contract, to the same extent it self-insures equipment and other goods which it owns that are similar in nature to the Equipment, provided such self-insurance program is not inconsistent with prudent industry practice.

Lessee shall deliver to Lessor a self-insurance certificate with respect to Equipment which Lessee will self-insure, substantially in the form attached to this Addendum.

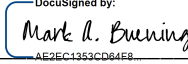
In the event (a) Lessee ceases to be self-insured or elects not to be self-insured with respect to a specific item of Equipment, or (b) Lessor notifies Lessee that Lessee may no longer self-insure due to a default having occurred under the Contract or another agreement between Lessee and Lessor or due to a material adverse change in the financial condition of Lessee, then this Addendum shall become void and Lessee shall immediately procure and maintain all insurance as required pursuant to the terms of the Contract, but excluding the terms of this Addendum.

Except as expressly set forth in this Addendum, nothing herein shall be deemed to modify Lessee's obligations under the Contract.

7/27/2022

Dated as of _____

Lessee: City of Spokane

By:  _____
DocuSigned by:
Mark A. Buening
AE2EC1353CD84F8

Mark A. Buening,
Director of Budget & Finance

The "Contract": Lease Number 008-0676522-304 dated July 21, 2021
"Lessee"
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

SELF-INSURANCE CERTIFICATE – PROPERTY DAMAGE

To Lessor:

This is to acknowledge that the above-referenced Lessee is under a self-insurance program for physical loss or damage with respect to the Equipment described in the Contract between Lessee and Lessor, for any loss or damage to the Equipment. Lessee further certifies that it will notify Lessor in writing, via certified mail, in the event of any theft, loss, damage or other casualty to the Equipment within 48 hours of the date of such occurrence.

7/27/2022

Dated as of _____

Lessee: City of Spokane

DocuSigned by:

 By: _____
AEZEC1353CD64F8...

Mark A. Buening,
 Director of Budget & Finance



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: 2304 E. Mallon Ave., Spokane, WA 99202

2. Send bills to the following address: Parks Accounting
808 W. Spokane Falls Blvd., Spokane, WA 99201
ATTENTION: Donald Coley

3. Name of person who issues payment and Phone number: Mark Buening
509-625-6544

4. Contract information of person responsible for preparing and filing Form 8038-G or 8038-GC:
Name: Conner Thorne Phone: 509-625-6091 E-mail: wthorne@spokanecity.org
Address: 808 W. Spokane Falls Blvd, Spokane, WA 99201

5. Fiscal year end: December 31

Certificate Of Completion

Envelope Id: 44772839665C419BA6C5941C6C69AAC2

Status: Sent

Subject: Please DocuSign: City of Spokane MOD HNB Lease.pdf

Source Envelope:

Document Pages: 10

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Marisa Meyers

AutoNav: Enabled

1405 Xenium Lane N

Envelopeld Stamping: Enabled

Plymouth, MN 55441

Time Zone: (UTC-06:00) Central Time (US & Canada)

marisa.meyers@huntington.com

IP Address: 170.128.39.30

Record Tracking

Status: Original

Holder: Marisa Meyers

Location: DocuSign

7/22/2022 10:09:53 AM

marisa.meyers@huntington.com

Signer Events**Signature****Timestamp**

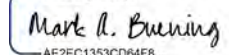
Mark A. Buening

mbuening@spokanecity.org

Finance Director

Security Level: Email, Account Authentication
(None), Access Code

DocuSigned by:



AE2EC1353CD64F8

Sent: 7/22/2022 10:14:51 AM

Viewed: 7/22/2022 10:36:16 AM

Signed: 7/27/2022 1:38:34 PM

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.3.5

Electronic Record and Signature Disclosure:

Accepted: 6/28/2022 2:31:50 PM

ID: d0432009-bcea-4998-8e38-c2fc6015aa18

Company Name: The Huntington National Bank

Garrett Jones

Sent: 7/27/2022 1:38:35 PM

gjones@spokanecity.org

Director, Parks and Recreation

City of Spokane Parks

Security Level: Email, Account Authentication
(None), Access Code**Electronic Record and Signature Disclosure:**

Accepted: 6/28/2022 2:59:34 PM

ID: 95acb486-83f0-4e33-b1da-b28587ec124c

Company Name: The Huntington National Bank

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Marc Cahalan

marc.j.cahalan@huntington.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 7/22/2022 10:14:52 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp**

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/22/2022 10:14:52 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Huntington National Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Huntington National Bank:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customerservice@financediv.com

To advise The Huntington National Bank of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at customerservice@financediv.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The Huntington National Bank

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to customerservice@financediv.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Huntington National Bank

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to customerservice@financediv.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Huntington National Bank as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Huntington National Bank during the course of your relationship with The Huntington National Bank.



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

LESSOR	Name The Huntington National Bank	Email: customerservice@financediv.com	
	Address 1405 Xenium Lane North (PCC180), Plymouth, MN 55441	Fax Number: 319-833-4577	
LESSEE	Full Legal Name City of Spokane	Email: Fax:	
	Primary Address 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201	Fiscal Year End: December	FEIN: 91-6001280
LEASE PAYMENT INFORMATION	Principal Portion: \$214,256.51	Lease Payments: See Attachment 1: Lease Payment Schedule	
	Interest Rate: 5.39%	Payment Frequency: Monthly	
	Maximum Lease Term: 60 Months		
BANK QUALIFIED	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.		

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 transferable, 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.)

LESSEE SIGNATURE	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.	LESSOR SIGNATURE	Name of Lessor The Huntington National Bank
	City of Spokane		By <i>Amanda Carter</i>
	Legal Name of Lessee		Signature
	By <i>Mark A. Buening</i>		Print Name and Title <i>Amanda Carter Operations</i>
	Signature		008-0676522-303
	Print Name and Title Mark A. Buening Finance Director		Lease Number

CERTIFICATE OF CLERK OR SECRETARY	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: <i>Garrett Jones</i> Title: Director, Parks and Recreation
	DocuSigned by: <i>Garrett Jones</i>
	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.

ORIGINAL

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 exclusability.

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 find 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*: 6-30-22

INTEREST RATE: 5.39%

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
				214,256.51
1	4,081.68	962.37	3,119.31	211,137.20
2	4,081.68	948.36	3,133.32	208,003.88
3	4,081.68	934.28	3,147.40	204,856.48
4	4,081.68	920.15	3,161.53	201,694.95
5	4,081.68	905.95	3,175.73	198,519.22
6	4,081.68	891.68	3,190.00	195,329.22
7	4,081.68	877.35	3,204.33	192,124.89
8	4,081.68	862.96	3,218.72	188,906.17
9	4,081.68	848.50	3,233.18	185,672.99
10	4,081.68	833.98	3,247.70	182,425.29
11	4,081.68	819.39	3,262.29	179,163.00
12	4,081.68	804.74	3,276.94	175,886.06
13	4,081.68	790.02	3,291.66	172,594.40
14	4,081.68	775.24	3,306.44	169,287.96
15	4,081.68	760.39	3,321.29	165,966.67
16	4,081.68	745.47	3,336.21	162,630.46
17	4,081.68	730.48	3,351.20	159,279.26
18	4,081.68	715.43	3,366.25	155,913.01
19	4,081.68	700.31	3,381.37	152,531.64
20	4,081.68	685.12	3,396.56	149,135.08
21	4,081.68	669.87	3,411.81	145,723.27
22	4,081.68	654.54	3,427.14	142,296.13
23	4,081.68	639.15	3,442.53	138,853.60
24	4,081.68	623.68	3,458.00	135,395.60
25	4,081.68	608.15	3,473.53	131,922.07
26	4,081.68	592.55	3,489.13	128,432.94
27	4,081.68	576.88	3,504.80	124,928.14
28	4,081.68	561.14	3,520.54	121,407.60
29	4,081.68	545.32	3,536.36	117,871.24
30	4,081.68	529.44	3,552.24	114,319.00
31	4,081.68	513.48	3,568.20	110,750.80
32	4,081.68	497.46	3,584.22	107,166.58
33	4,081.68	481.36	3,600.32	103,566.26
34	4,081.68	465.19	3,616.49	99,949.77
35	4,081.68	448.94	3,632.74	96,317.03

36	4,081.68	432.62	3,649.06	92,667.97
37	4,081.68	416.23	3,665.45	89,002.52
38	4,081.68	399.77	3,681.91	85,320.61
39	4,081.68	383.23	3,698.45	81,622.16
40	4,081.68	366.62	3,715.06	77,907.10
41	4,081.68	349.93	3,731.75	74,175.35
42	4,081.68	333.17	3,748.51	70,426.84
43	4,081.68	316.33	3,765.35	66,661.49
44	4,081.68	299.42	3,782.26	62,879.23
45	4,081.68	282.43	3,799.25	59,079.98
46	4,081.68	265.37	3,816.31	55,263.67
47	4,081.68	248.23	3,833.45	51,430.22
48	4,081.68	231.01	3,850.67	47,579.55
49	4,081.68	213.71	3,867.97	43,711.58
50	4,081.68	196.34	3,885.34	39,826.24
51	4,081.68	178.89	3,902.79	35,923.45
52	4,081.68	161.36	3,920.32	32,003.13
53	4,081.68	143.75	3,937.93	28,065.20
54	4,081.68	126.06	3,955.62	24,109.58
55	4,081.68	108.29	3,973.39	20,136.19
56	4,081.68	90.45	3,991.23	16,144.96
57	4,081.68	72.52	4,009.16	12,135.80
58	4,081.68	54.51	4,027.17	8,108.63
59	4,081.68	36.42	4,045.26	4,063.37
60	4,081.68	18.31	4,063.37	0.00
Grand Totals	244,900.80	30,644.29	214,256.51	

Lessee: City of Spokane

DocuSigned by:
Mark A. Buening
 AE2EC1353CD04F8

By: _____

Mark A. Buening,
 Director of Budget & Finance

*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.



Now part of
The Huntington National Bank

Amendment to Contract

The "Contract": Lease Number 008-0676522-303 Dated July 21, 2021	Date: November 16, 2021
"Lessee"	
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201	
"Lessor"	
The Huntington National Bank, 1405 Xenium Lane North PCC180, Plymouth, MN 55441	

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:

- 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: Amanda Carter

Title: Operations

Lessee: City of Spokane

By: Mark A. Buening
DocuSigned by:
AE2EC1353CD64F8...

Mark A. Buening, Director of
Budget & Finance

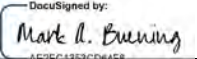
ORIGINAL

EQUIPMENT DESCRIPTION

The Equipment consists of the equipment described below, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Description/Serial No./Model No.	Location	Total Cost
(1) Toro Pro Force Debris Blower s/n 410497907, (3) Toro Groundsmaster 3300 37HP AWD s/n 411965964, 411965978, 411965980, (1) Toro Groundsmaster 3200 24HP 2WD s/n 410483787, (1) Toro Grandstand MF 26.5hp EFI w/52" Turboforce Deck s/n 410006773, (4) Toro Workman GTX EFI s/n 410145913, 410145916, 410145917, 410145919 together with all attachments and accessories thereto	2304 E Mallon Ave, Spokane, WA 99202	\$196,565.51 Equipment \$17,690.90 Sales Tax \$214,256.51 Total

Lessee: City of Spokane

By:  _____
AF2EC1352CD6458

Mark A. Buening,
Director of Budget & Finance

ACCEPTANCE CERTIFICATE

The Huntington National Bank
1405 Xenium Lane North (PCC180)
Plymouth, MN 55441

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: June 28, 2022

Lessee: City of Spokane

By: _____

DocuSigned by:
Mark A. Buening
AE9EC1393CD64F8

Mark A. Buening,
Director of Budget & Finance

Now part of
The Huntington National Bank

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: 2304 E. Mallon Ave., Spokane, WA 99202

2. Send bills to the following address: Spokane Parks and Recreation
808 W. Spokane Falls Blvd.
Spokane, WA 99201
ATTENTION: PARKS ACCOUNTING

3. Name of person who issues payment and Phone number: Mark Buening
() 509-625-6544

4. Contract information of person responsible for preparing and filing Form 8038-G or 8038-GC:
Name: Jacob Hensley Phone: 509-625-6074 E-mail: jahensley@spokanecity.org
Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

5. Fiscal year end: December 31



Self-Insurance Addendum

The "Contract": Lease Number 008-0676522-303 dated July 21, 2021
"Lessee"
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

This Addendum is part of, and reference is hereby made to, the above-referenced Contract between Lessee and Lessor.

Notwithstanding the provisions in the Contract requiring Lessee to procure and maintain insurance, so long as Lessee is not in default under the Contract or any other agreement between Lessor and Lessee, and provided that there shall be no material adverse change in the financial condition of Lessee from and after the date of this Addendum (as determined by Lessor in its sole discretion), Lessee may self-insure against physical loss or damage to the Equipment, as defined in the Contract, to the same extent it self-insures equipment and other goods which it owns that are similar in nature to the Equipment, provided such self-insurance program is not inconsistent with prudent industry practice.

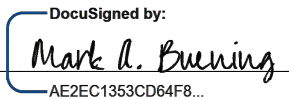
Lessee shall deliver to Lessor a self-insurance certificate with respect to Equipment which Lessee will self-insure, substantially in the form attached to this Addendum.

In the event (a) Lessee ceases to be self-insured or elects not to be self-insured with respect to a specific item of Equipment, or (b) Lessor notifies Lessee that Lessee may no longer self-insure due to a default having occurred under the Contract or another agreement between Lessee and Lessor or due to a material adverse change in the financial condition of Lessee, then this Addendum shall become void and Lessee shall immediately procure and maintain all insurance as required pursuant to the terms of the Contract, but excluding the terms of this Addendum.

Except as expressly set forth in this Addendum, nothing herein shall be deemed to modify Lessee's obligations under the Contract.

Dated as of November 18, 2021

Lessee: City of Spokane

By:  AE2EC1353CD64F8...

Print Name: Mark A. Buening
Title: Finance Director

The "Contract": Lease Number 008-0676522-303 dated July 21, 2021
"Lessee"
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

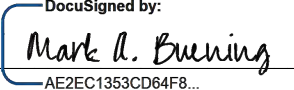
SELF-INSURANCE CERTIFICATE – PROPERTY DAMAGE

To Lessor:

This is to acknowledge that the above-referenced Lessee is under a self-insurance program for physical loss or damage with respect to the Equipment described in the Contract between Lessee and Lessor, for any loss or damage to the Equipment. Lessee further certifies that it will notify Lessor in writing, via certified mail, in the event of any theft, loss, damage or other casualty to the Equipment within 48 hours of the date of such occurrence.

Dated as of November 18, 2021

Lessee: City of Spokane

By:  AE2EC1353CD64F8...

Print Name: Mark A. Buening
Title: Finance Director

Certificate Of Completion

Envelope Id: D27DBCA25D96470B8A04D7C1E02A20B9

Status: Completed

Subject: Please DocuSign: Redoc Pkg - City of Spokane - 303 & 304.pdf

Source Envelope:

Document Pages: 37

Signatures: 18

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Amy Kuester

1405 Xenium Lane N

Plymouth, MN 55441

akuester@financediv.com

IP Address: 170.128.132.30

Record Tracking

Status: Original

11/10/2021 9:47:44 AM

Holder: Amy Kuester

akuester@financediv.com

Location: DocuSign

Signer Events

Garrett Jones

gjones@spokanecity.org

Director, Parks and Recreation

City of Spokane Parks

Security Level: Email, Account Authentication
(None), Authentication**Signature**

DocuSigned by:



C54768E7AE074B0...

Signature Adoption: Pre-selected Style

Using IP Address: 73.157.72.166

Timestamp

Sent: 11/10/2021 10:45:57 AM

Resent: 11/10/2021 4:28:44 PM

Resent: 11/16/2021 2:35:41 PM

Resent: 11/16/2021 2:35:55 PM

Viewed: 11/16/2021 4:59:38 PM

Signed: 11/16/2021 5:09:20 PM

Authentication Details

ID Check:

Transaction: 31012877442785

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address

Performed: 11/16/2021 4:59:30 PM

Question Details:

passed person.known.single.fake

passed property.association.single.real

passed property.association.single.real

passed property.association.single.real

passed county.lived.single.real

passed property.association.single.real

Electronic Record and Signature Disclosure:

Accepted: 11/16/2021 4:59:38 PM

ID: 426678b1-eb1e-4f90-bf6a-f33fa6f5dcb5

Company Name: The Huntington National Bank

Mark A. Buening

mbuening@spokanecity.org

Security Level: Email, Account Authentication
(None), Authentication

DocuSigned by:



AE2EC1353CD64F8...

Signature Adoption: Pre-selected Style

Using IP Address: 67.165.125.234

Sent: 11/16/2021 11:12:39 AM

Resent: 11/16/2021 2:35:55 PM

Viewed: 11/18/2021 3:39:09 PM

Signed: 11/18/2021 5:16:58 PM

Authentication Details

ID Check:

Transaction: 31012912507835

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address,

SSN9, SSN4, DOB

Performed: 11/18/2021 3:37:27 PM

Question Details:

passed property.city.real

passed property.association.single.real

passed vehicle.historical.association.real

passed corporate.association.fake

passed corporate.association.real

passed person.city.real


Electronic Record and Signature Disclosure:

Accepted: 11/18/2021 3:39:09 PM

ID: 9bc4698b-2aaf-4fc9-b1b6-97fdf23dcebe

Company Name: The Huntington National Bank

In Person Signer Events**Signature****Timestamp**

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Marc Cahalan marc.j.cahalan@huntington.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 11/10/2021 10:45:58 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/10/2021 10:45:58 AM
Certified Delivered	Security Checked	11/18/2021 3:39:09 PM
Signing Complete	Security Checked	11/18/2021 5:16:58 PM
Completed	Security Checked	11/18/2021 5:16:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Huntington National Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Huntington National Bank:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lsc.mainmailbox@tcfbank.com

To advise The Huntington National Bank of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lsc.mainmailbox@tcfbank.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The Huntington National Bank

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lsc.mainmailbox@tcfbank.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Huntington National Bank

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lsc.mainmailbox@tcfbank.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Huntington National Bank as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Huntington National Bank during the course of your relationship with The Huntington National Bank.

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):

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

to issue: (check to indicate coverage)

 X a. All Risk Physical Damage Insurance on the 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 s/n 410497907, (3) Toro Groundsmaster 3300 37HP AWD s/n 411965964, 411965978, 411965980, (1) Toro Groundsmaster 3200 24HP 2WD s/n 410483787, (1) Toro Grandstand MF 26.5hp EFI w/52" Turboforce Deck s/n 410006773, (4) Toro Workman GTX EFI s/n 410145913, 410145916, 410145917, 410145919 together with all attachments and accessories thereto

Coverage Required: \$214,256.51

 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, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441, 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: _____

DocuSigned by:
Mark A. Buening
AE2EC1353CD64E8

Mark A. Buening,
Director of Budget & Finance

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 **\$214,256.51**, between **City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201** and **The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441**; 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 Finance Director _____ 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 28 day of June, 2022.

DocuSigned by:

C54758E7A2D745D0

Signature of Clerk, Secretary or Assistant Secretary

Garrett Jones

Printed Name of Clerk, Secretary or Assistant Secretary

Certificate Of Completion

Envelope Id: C59EE853457F4457BE8CFC642CEADBA8

Status: Completed

Subject: Please DocuSign: City of Spokane MOD HNB Lease Documents.pdf

Source Envelope:

Document Pages: 8

Signatures: 7

Envelope Originator:

Certificate Pages: 5

Initials: 0

Marisa Meyers

AutoNav: Enabled

1405 Xenium Lane N

Envelopeld Stamping: Enabled

Plymouth, MN 55441

Time Zone: (UTC-06:00) Central Time (US & Canada)

marisa.meyers@huntington.com

IP Address: 170.128.128.30

Record Tracking

Status: Original

Holder: Marisa Meyers

Location: DocuSign

6/27/2022 4:04:47 PM

marisa.meyers@huntington.com

Signer Events**Signature****Timestamp**

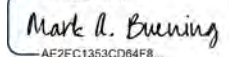
Mark A. Buening

mbuening@spokanecity.org

Finance Director

Security Level: Email, Account Authentication
(None), Access Code

DocuSigned by:



AE2EC1353CD84F8...

Sent: 6/27/2022 4:08:20 PM

Viewed: 6/28/2022 2:31:50 PM

Signed: 6/28/2022 2:33:10 PM

Signature Adoption: Pre-selected Style

Signed by link sent to mbuening@spokanecity.org

Using IP Address: 155.190.2.31

Electronic Record and Signature Disclosure:

Accepted: 6/28/2022 2:31:50 PM

ID: d0432009-bcea-4998-8e38-c2fc6015aa18

Company Name: The Huntington National Bank

Garrett Jones

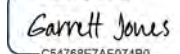
gjones@spokanecity.org

Director, Parks and Recreation

City of Spokane Parks

Security Level: Email, Account Authentication
(None), Access Code

DocuSigned by:



C54768E7AE074BQ...

Sent: 6/28/2022 2:33:11 PM

Viewed: 6/28/2022 2:59:34 PM

Signed: 6/28/2022 3:00:19 PM

Signature Adoption: Pre-selected Style

Signed by link sent to gjones@spokanecity.org

Using IP Address: 155.190.2.31

Electronic Record and Signature Disclosure:

Accepted: 6/28/2022 2:59:34 PM

ID: 95acb486-83f0-4e33-b1da-b28587ec124c

Company Name: The Huntington National Bank

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Marc Cahalan

marc.j.cahalan@huntington.com

Security Level: Email, Account Authentication
(None)

Sent: 6/27/2022 4:08:20 PM

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/27/2022 4:08:20 PM
Certified Delivered	Security Checked	6/28/2022 2:59:34 PM
Signing Complete	Security Checked	6/28/2022 3:00:19 PM
Completed	Security Checked	6/28/2022 3:00:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Huntington National Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Huntington National Bank:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customerservice@financediv.com

To advise The Huntington National Bank of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at customerservice@financediv.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The Huntington National Bank

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to customerservice@financediv.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Huntington National Bank

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to customerservice@financediv.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Huntington National Bank as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Huntington National Bank during the course of your relationship with The Huntington National Bank.

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

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

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Spokane, Washington		2 Issuer's employer identification number (EIN) 91-6001280	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 808 W. Spokane Falls Blvd	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code		7 Date of issue 11/30/2020	
8 Name of issue Limited Tax General Obligation Refunding Bond, 2020		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Tonya Wallace, Chief Financial Officer		10b Telephone number of officer or other employee shown on 10a (509) 625-6586	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13	21,601,900	00
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>	
b If bonds are BANs, check only box 19b		<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/01/2026	\$ 21,601,900.00	\$ 21,601,900.00	3.5429 years	1.3800 %

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

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	56,900	00
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	21,545,000	00
29 Total (add lines 24 through 28)	29	21,601,900	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	0	00

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

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	6.7670 years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	12/01/2020
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		12/28/2010

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

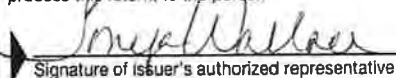
Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

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

Signature and Consent

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

 _____
Signature of issuer's authorized representative

11/30/2020

Date

Tonya Wallace, Chief Financial Officer
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Laura McAloon

Preparer's signature

Date

11/30/2020

Check ☐ if self-employed

PTIN

P02148773

Firm's name ► McAloon Law, PLLC

Firm's EIN ► 82-3921258

Firm's address ► 421 W Riverside Avenue, Suite 515, Spokane, WA 99201

Phone no. 509-474-0030

Marisa Meyers

From: Robert Kruger
Sent: Thursday, July 14, 2022 4:48 PM
To: Marisa Meyers
Cc: Eduardo Mozqueda; John Michel; Matt Stangl; Marc Cahalan
Subject: RE: 8038 City of Spokane

I am fine accepting this form.

Regards,

Robb Kruger | The Huntington National Bank
O: 952-512-6447
M: 952-807-2849

[huntington.com](https://www.huntington.com)



Link to register: Pelotonia.org/Register

From: Marisa Meyers <Marisa.Meyers@financediv.com>
Sent: Wednesday, July 13, 2022 8:03 AM
To: Robert Kruger <Robert.Kruger@huntington.com>
Cc: Eduardo Mozqueda <Eduardo.Mozqueda@huntington.com>; John Michel <jmichel@financediv.com>; Matt Stangl <mstangl@financediv.com>; Marc Cahalan <marc.j.cahalan@huntington.com>
Subject: 8038 City of Spokane

Good Morning!

We are working on 2 deals with the City of Spokane. They have provided us an 8038 form with the following explanation. If I remember correctly this form is to be filled out anytime they finance equipment and sent to the IRS. It looks like we accepted this blanket form on an open deal they did with us back in 2020 just recently. Can you shed some light on this for us? Are we able to accept blanket forms?

We are not allowed to help them fill out the form but we have been getting more and more questions as of late.

From: Buening, Mark <mbuening@spokanecity.org>
Sent: Tuesday, July 12, 2022 11:51 AM
To: Matt Stangl <mstangl@financediv.com>; Marisa Meyers <Marisa.Meyers@financediv.com>
Subject: RE: Turf Agreement with City of Spokane Signatures

Hi Matt and Marisa,

First, I want to check if you have two copies of the agreement I sent via Fedex last week. This included a W-9 for the City of Spokane. The other small item on Page 18 Lessees Closing Cert was also filled in.

I am confused as to the requirement for an additional 8038-G form and perhaps you can shed some light on this as I think I am missing something. The City of Spokane is not issuing bonds or any other type of debt instrument to finance this lease agreement. This will be repaid from our Parks Fund operating dollars and the source is current year tax revenues and operating income. The last 8038 form completed and submitted by the City was in relation to a General Obligation debt issuance.

I am also being told by our Procurement folks that I can't get a check cut for the first payment until we receive back a signed copy of the lease agreement. I assume this check should be made payable to Huntington Bank.

Thank You,

Mark

Mark A. Buening
Director of Budget & Finance
City of Spokane Parks and Recreation
mbuening@spokanecity.org
(509)625-6544

Marisa Meyers | Asset Finance Sales Associate | The Huntington National Bank | Office: 319-226-1754 | email: marisa.meyers@huntington.com
| huntington.com



Internal Use

Internal Use

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	September 6, 2022		
Requester	Jonathan Moog	Phone number: 509-625-6243	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Garco Construction agreement/on-call light blade repair (\$150,000, tax inclusive)		
Begin/end dates	Begins: 09/01/2022	Ends: 08/31/2024	<input type="checkbox"/> Open ended
Background/history: The US Pavilion Light Blades incurred damage from the wind storm on January 13, 2021. The light blade Manufacturer, GVA, determined the primary cause of failure to be a loose capacitor in the circuitry of the each unit. There are approximately 2262 units and the exact number failed capacitors is undermined. Light blade parts are covered through warranty through August 29, 2024. This agreement provides for the labor to troubleshoot, coordinate with GVA and replace malfunctioning units on an on-call basis. The contract will be billed at time and materials not to exceed \$150,000 over two years. Labor rate is \$104/hr (regular hours) or \$174/hr (after hours). Lifts and Materials will be billed at cost plus 5%. The work was competitively bid and Garco Construction was the sole bidder.			
Motion wording: Approve the Garco Construction agreement/on-call light blade repair (\$150,000, tax inclusive)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Garco Construction Name: Clancy Welsh Email address: clancy@garco.com Phone:			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog jmoog@spokanecity.org Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: Not Applicable			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

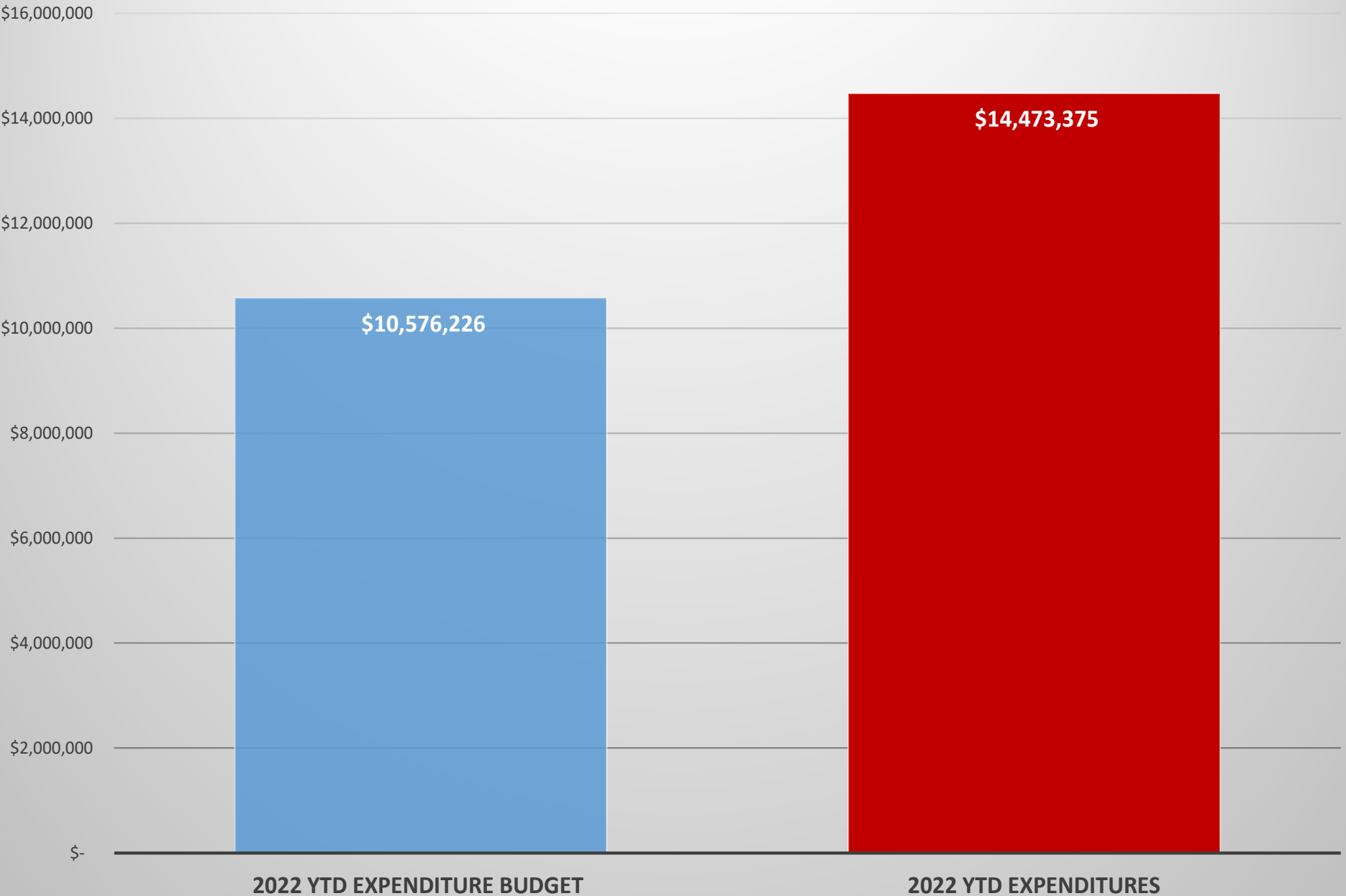


City of Spokane
PARKS
& RECREATION

Financial Reports

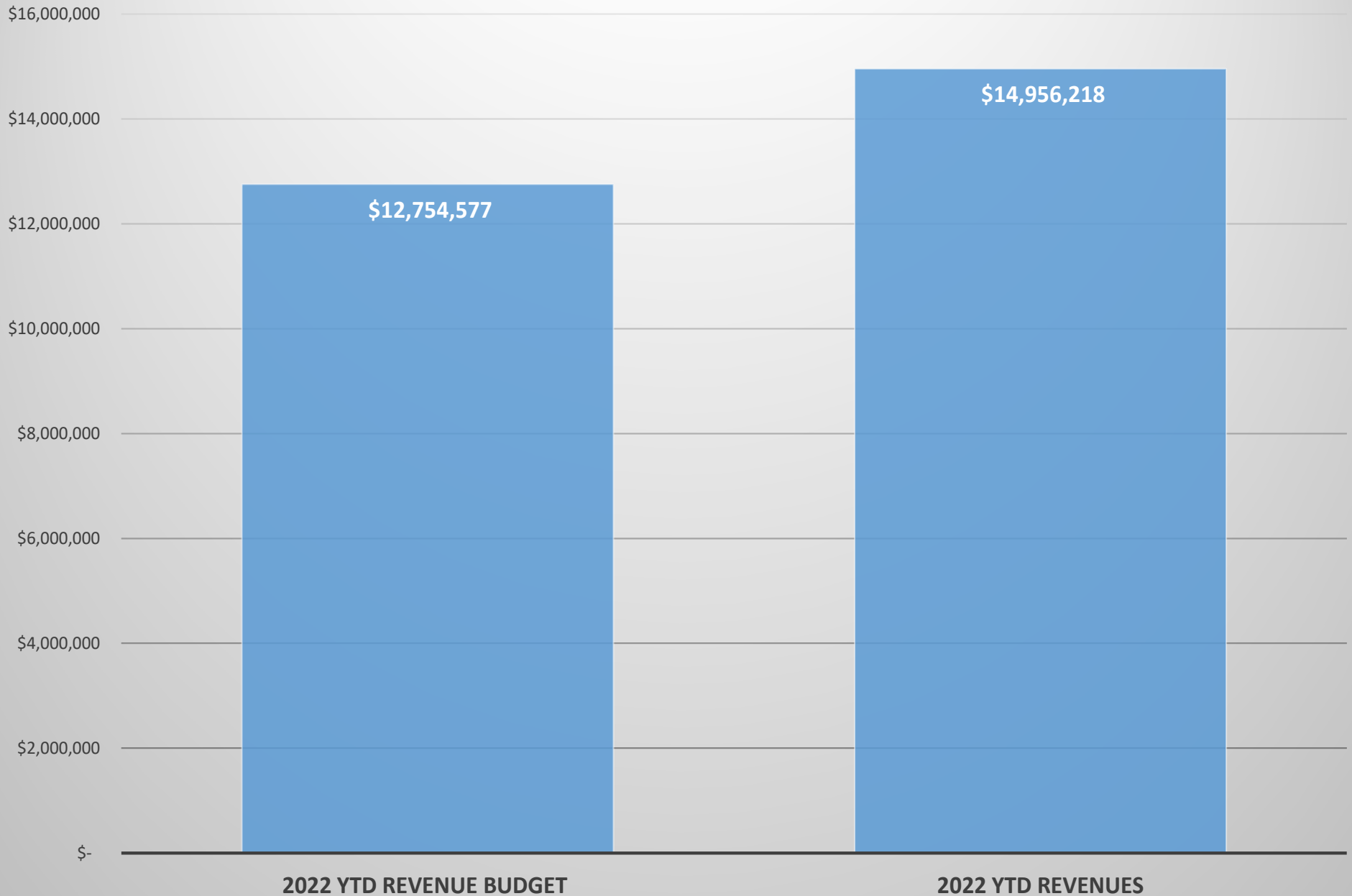
August 2022

Park Fund
August 2022 Expenditures vs. Historical Budget Average



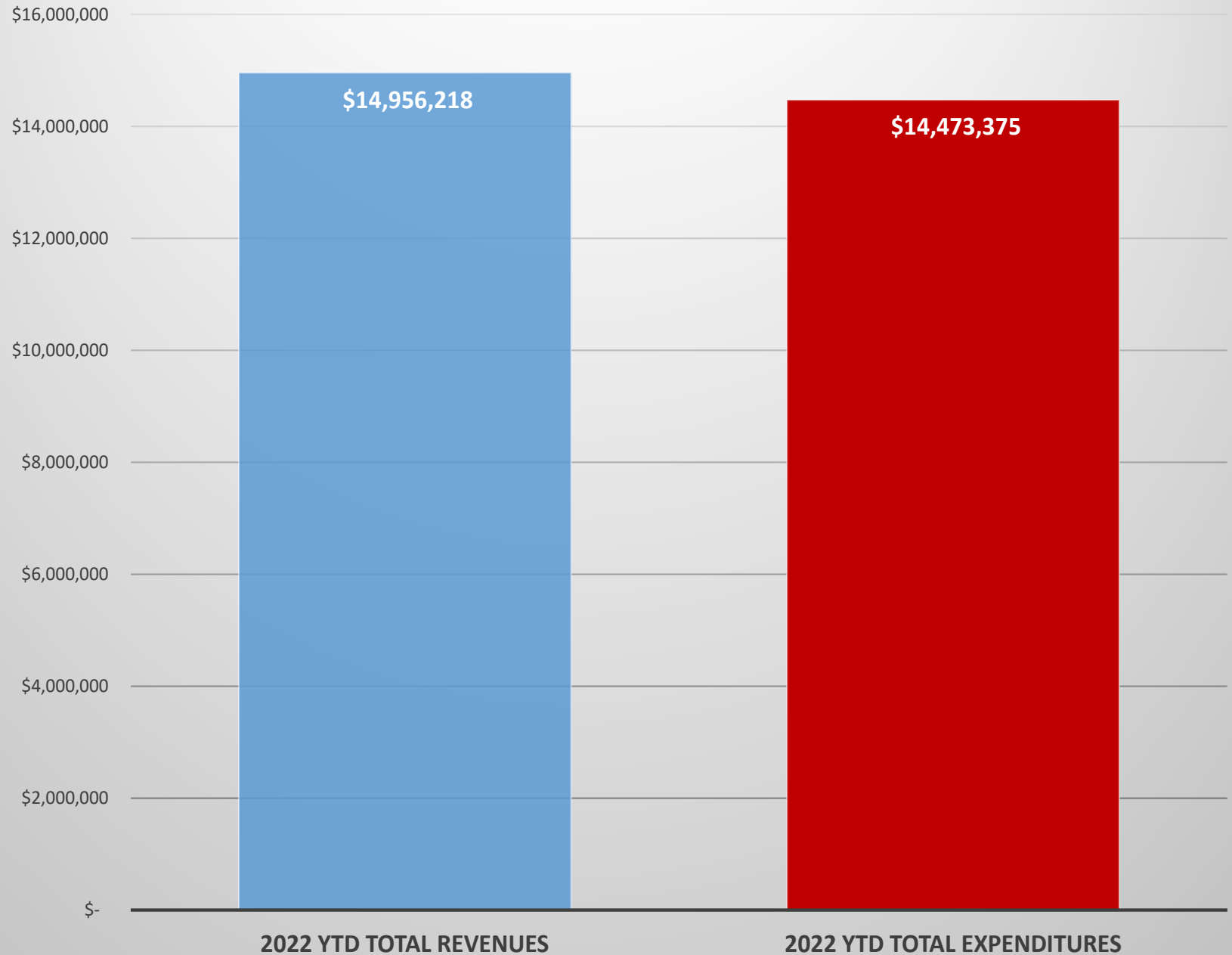
Park Fund

August 2022 Total Revenues vs. Historical Budget Average



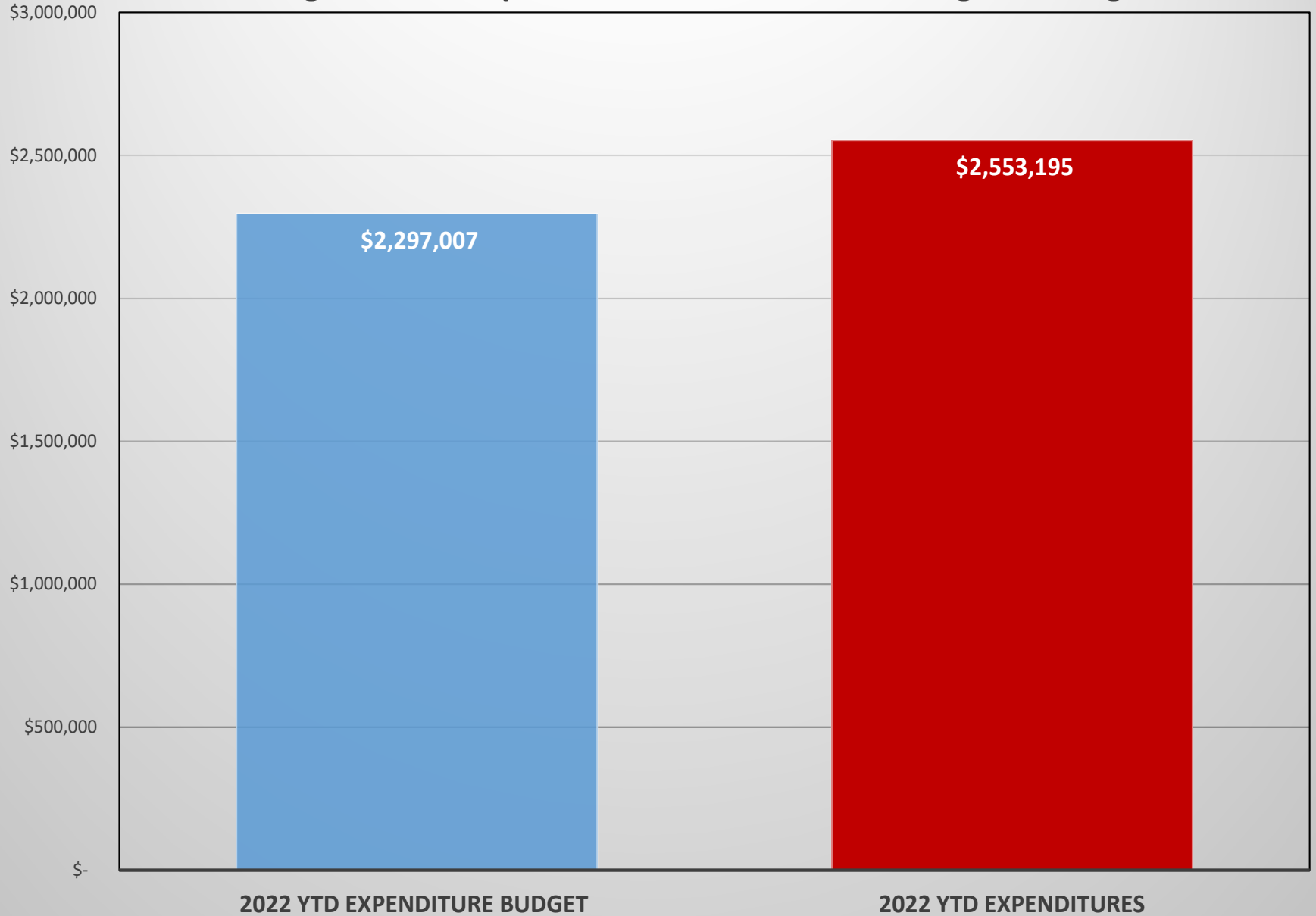
Park Fund

Total 2022 YTD Expenditures vs. Total YTD Revenues



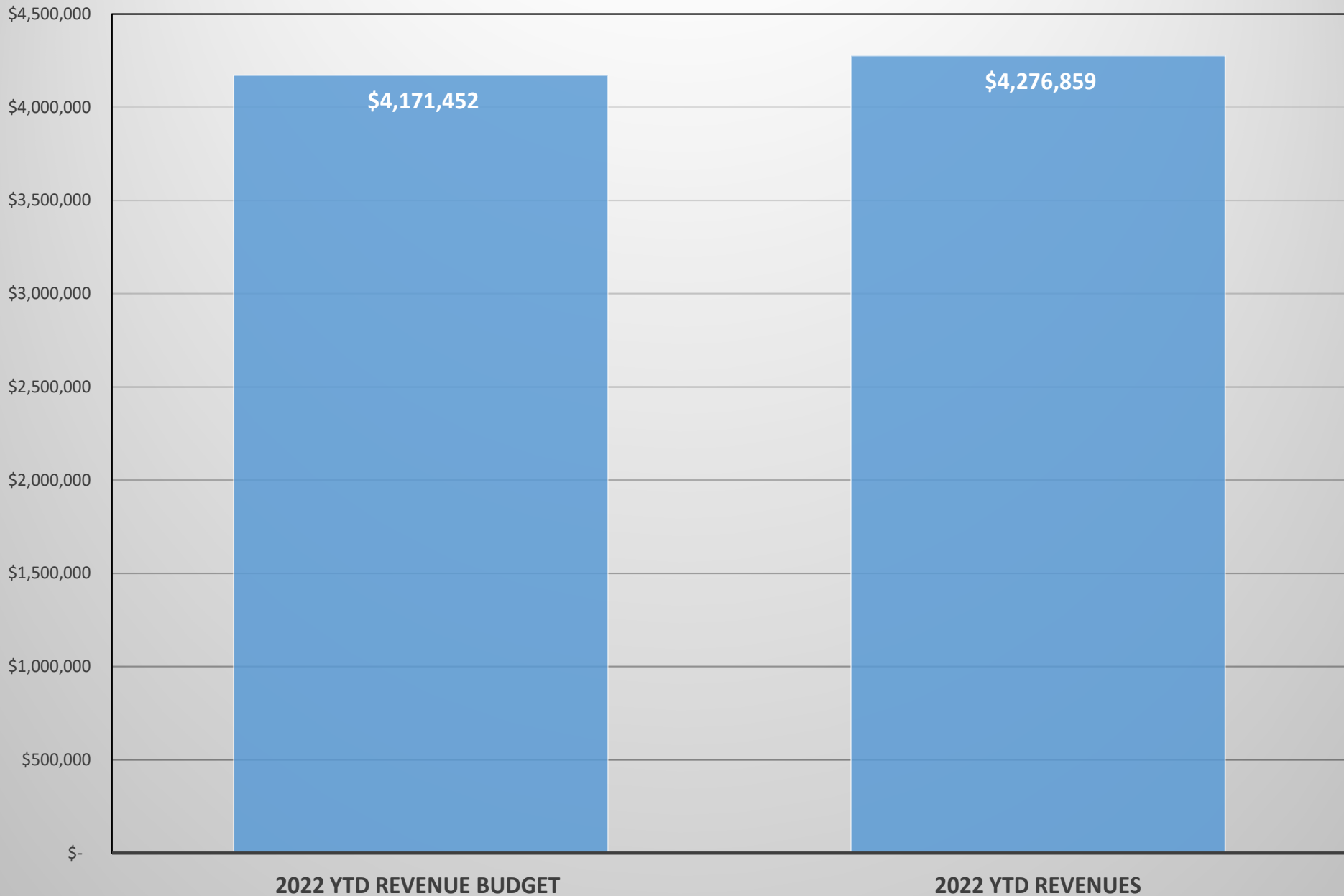
Golf Fund

August 2022 Expenditures vs. Historical Budget Average



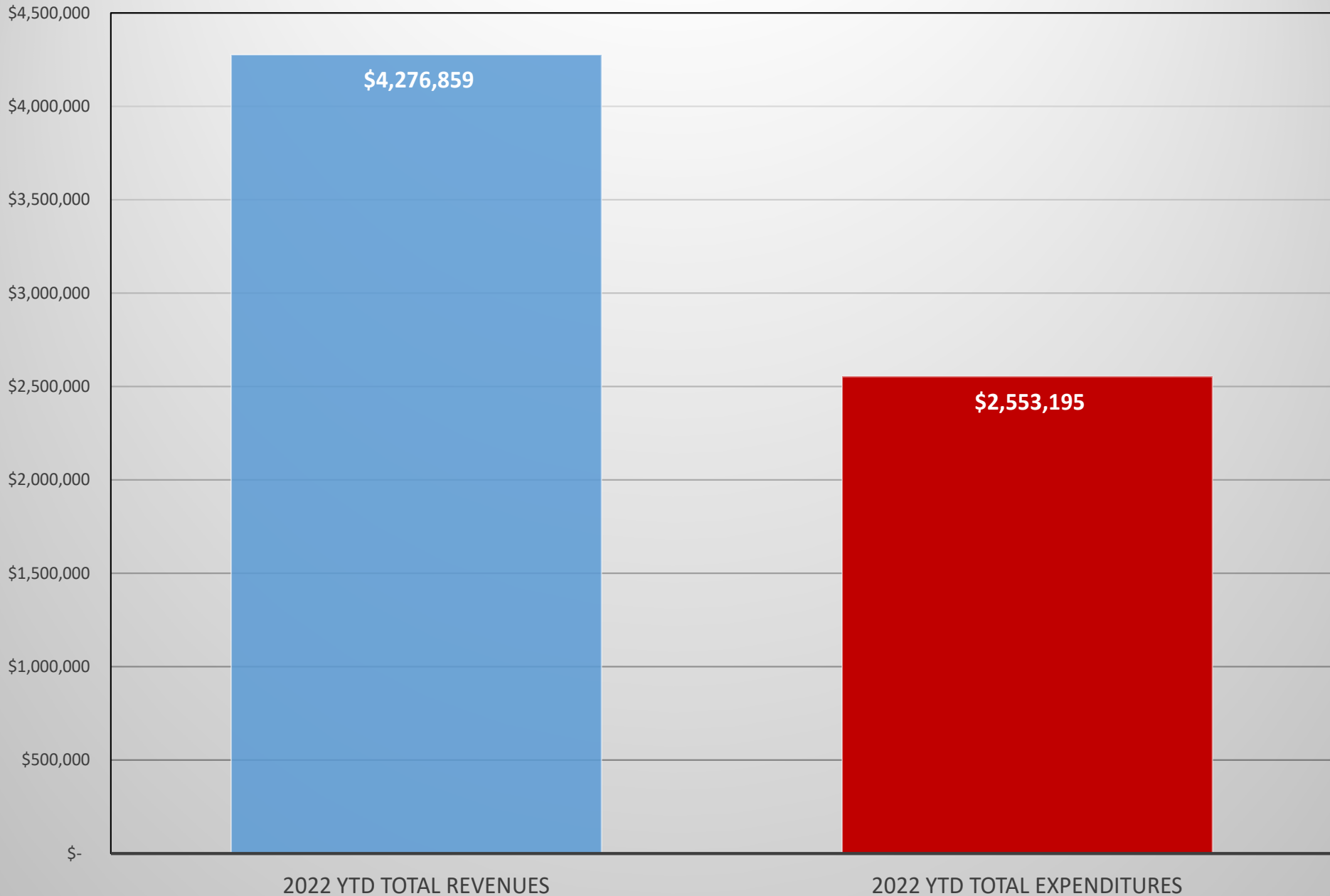
Golf Fund

August 2022 Total Revenues vs. Historical Budget Average



Golf Fund

Total 2022 YTD Expenditures vs. Total YTD Revenues



Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	August 31, 2022		
Requester	Nick Hamad		Phone number: 509-363-5452
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Spokane County United Way Born Learning Trails Memorandum of Agreement / Multiple Parks (no cost)		
Begin/end dates	Begins: 09/08/2022 Ends: 09/08/2028		<input type="checkbox"/> Open ended
Background/history: Spokane Parks and United Way desire to install Born Learning Trails within (5) existing parks in 2022 to provide an additional free public amenity for park users within parks located in historically under-resourced portions of the City. A born learning trail is a series of 10 interactive signs which offer fun, active learning activities for young children and their families. Park staff recommends installation in, Audubon Park, Franklin Park, Grant Park, Hays Park, and either Chief Garry or Mission Park. United Way and their donors will perform all installation and maintenance of these improvements for the duration of the agreement term.			
Motion wording: Motion to approve Born Learning Trails Memorandum of Agreement with Spokane County United Way (no cost).			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane County United Way Name: John Dickson Email address: johnd@unitedwayspokane.org Phone: 509.324.5023			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: N/A Budget code: N/A			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

MEMORANDUM OF AGREEMENT BORN LEARNING TRAILS

This Memorandum of Agreement (“Agreement”) is entered into this ____ day of _____, 2022 (the “Effective Date”) between the Spokane County United Way, an independent 501(c)(3) organization (“United Way”), and City of Spokane Parks and Recreation (“Parks”), hereinafter collectively referred to as the Parties.

Background and Purpose

A. Parks owns public properties throughout the City of Spokane for the purpose of public outdoor recreational use. As a free public amenity for park users, United Way desires to install Born Learning Trails within existing public parks to provide an additional active learning activity for young children and their families. Parks desires to enhance public utilization along existing park walkways and trails to create additional quality youth engagement opportunities for families near playgrounds, schools and within historically under-resourced sections of the city. The Parties wish to set forth the conditions under which United Way will develop several Born Learning Trails in designated public parks.

B. The Born Learning Trails that the Parties envision is generally depicted in Exhibit A and includes a series of 10 interactive signs and installed adjacent an existing paved park pathway. Each sign is printed with instructions for a unique play activity which is painted on the park pathway adjacent the sign. Activities include identifying various shapes, letters and numbers and games like hopscotch (the “Learning Trail”). It is anticipated the detailed installation layout of each Learning Trail will be modified from Exhibit A in order to fit within the context of each unique park property. All proposed Learning Trail locations shall be mutually acceptable to United Way and Parks prior to commencement of construction activity. Once completed, each Learning Trail will be integrated into the respective park property, will be open to the public during regular park hours and its use will be subject to all park rules.

C. The Parties desire to pursue Born Learning Trails in numerous parks citywide, beginning with installation of Learning Trails in up to five (5) parks in 2022. To be considered for installation of a Learning Trail, a park should contain existing pathways at least 300 feet in length. In addition to an existing pathway, it is preferred that a park also be adjacent to or nearby an elementary school and be within a park equity zone. Exhibit B depicts the five park locations to be considered for a Learning Trail in 2022. Depending on the success of the initial Learning Trail installations, additional sites may be added in the future at the discretion of the City of Spokane Park Board.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by the Parties hereto, the adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

Section 1 Born Learning Trails

1. United Way Responsibilities.
 - a. United Way, their partners and donors will install all Learning Trail components, all at no cost or expense to Parks and/or the City of Spokane. If United Way, through no fault of its own, has not installed a Learning Trail in up to five (5) parks by December 30, 2022, the Parties shall in good faith with due diligence reach a mutual agreement regarding reasonable time extensions, changes, or alternatives to complete the improvements.
 - b. Within (90) days after initial Born Learning Trail installations, or as otherwise mutually agreed, United Way shall provide an informational presentation to the Park Board illustrating the use of the trails.

- c. Upon completion of the Learning Trails, United Way shall dedicate and donate each Learning Trail and all improvements constructed thereon to Parks.
- d. United Way, at no cost of expense to Parks, shall install, maintain, operate, and repair each Learning Trail, including signs and pavement markings to Parks' satisfaction for a period of six (6) years commencing on the Effective Date. Installation, maintenance, operation and repair activities includes but is not limited to: excavation for sign posts, installation of signs, painting of pavement markings, sign panel replacement, sign graffiti removal, sign post straightening, and once annual cleaning and repainting of Learning Trail pavement markings. Sign posts shall be a galvanized steel matching city standard 'Type P Sign Post' and 'Sign Post Installation' as detailed in City standard plans G-10 and G-10 A. United Way shall not be responsible for routine or regular maintenance of park pathways which is not directly associated with the Learning Trail improvements (snow removal, general cleaning to remove grass clippings, etc.)
- e. United Way shall obtain and keep in force throughout the term of this Agreement commercial general liability insurance on an occurrence basis with combined single limit of no less than \$1 million per occurrence and \$2 million General Aggregate, naming the City of Spokane Parks Department, its officers, employees, contractors, agents, and other such persons or entities Parks may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to United Way's performance of its obligations under this Agreement, including non-owned automobile liability. In addition, United Way will indemnify, defend, and hold Parks and the City of Spokane harmless from all claims arising from United Way's use and/or maintenance of the Learning Trail or from any activity, work or thing done, permitted or suffered by United Way in or about the Learning Trail, except to the extent such claim resulted from the act or omission of Parks' and/or City of Spokane employees, agents or contractors in which case the indemnify provision will be valid and enforceable only to the extent such claim arose from the act or omission of United Way's employees, agents, or contractors.
- f. United Way and its donors, in recognition for its contribution to the public, will be permitted include their logos on the Learning Trail signage. The logos shall be permitted for the lifetime of the signage material or a period of six (6) years, whichever is less.
- g. Upon termination or expiration of this agreement and upon Parks' request, United Way shall remove all Learning Trail components, including signage, pavement markings, and accessories; all at no cost or expense to Parks and/or the City of Spokane.

2. Parks' Responsibilities.

- a. Parks shall evaluate parks lands to determine the five (5) parks suitable for 2022 Learning Trails. Exhibit B depicts these five (5) parks.
- b. If additional Learning Trails are desired by the Park Board, Parks shall evaluate additional parks lands to determine preferred park locations for these additional installations.

- c. Parks shall designate a qualified person (landscape architect, maintenance superintendent, etc.) to assist in determining Learning Trail sign locations and inspect and confirm the Learning Trails are constructed in accordance with any applicable park standards. Parks shall not provide labor, materials or equipment for installation of signs.
- d. Parks will maintain all park improvements surrounding the Learning Trails in the same manner and frequency with which it maintains the subject park.

Section 2 Default and Remedies

1. Events of Default. Upon the occurrence of any one or more of the following events which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this Section, the Parks may, at its option, declare an "Event of Default" under this Agreement:
 - (a) United Way fails to comply with any term or fails to perform any of its obligations under this Agreement and such failure has a material adverse effect on the Park Board or creates a material risk of injury to person or damage to property;
 - (b) United Way fails to comply with any term or fails to perform any of its obligations under this Agreement, and continues for a period often (10) days after written notice from Parks;
 - (c) if any representation or warranty made by United Way in this Agreement shall have been false or misleading as of the day it was made, provided that if such untrue representation or warranty is susceptible of being cured, United Way shall have the right to cure such representation or warranty within ten (10) days of receipt of notice from Parks;
 - (d) any Approval from Parks required to complete the Learning Trail expire or otherwise are not in full force and effect.
2. Cure. If a default subject to a cure period hereunder is not reasonably susceptible of cure within the applicable cure period provided above, but United Way commences to cure such default within the applicable cure period and thereafter diligently prosecutes the cure to completion, and completes such cure within thirty (30) days of commencing the cure, such default shall not become an Event of Default; provided, if the nature of the default is such that it cannot be fully cured within 30 days due to circumstances not under United Way's control, the period of time in which United Way must cure the violation shall be extended for such additional time reasonably necessary to complete the cure.
3. Remedies. Upon the occurrence of any Event of Default, Parks may, in addition to other rights as shall be granted under any other provision of this Agreement, but without waiving such other rights, (a) perform any and all work necessary to complete, secure and/or protect the Learning Trail, and invoice United Way for the same, which shall be payable by United Way within ten (10) days of the invoice, (b) specifically enforce United Way unperformed obligations, and/or (c) exercise all rights and remedies available at law or in equity through a court with personal and subject matter jurisdiction.

Section 3 Miscellaneous Provisions

1. Recitals. All of the recitals set forth above in the Background and Purpose section of this Agreement are incorporated herein by this reference as though fully set forth herein.
2. Attorneys' Fees and Costs; Governing Law and Venue. In the event legal action is instituted to enforce or interpret the terms of this Agreement or any decision of an arbitrator(s), the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and costs incurred in such action, as determined by the court(s) or by the arbitrator(s). In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals. The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this Paragraph 4, the term "action" shall be deemed to include any arbitration proceeding or any proceeding commenced in any court of general or limited jurisdiction, including any proceeding commenced in the bankruptcy courts of the United States. Venue and jurisdiction for any action shall lie in Spokane County, Washington and this Agreement shall be construed and enforced in accordance with the laws of the State of Washington.
3. Entire Agreement. Except as expressly stated herein, this Agreement is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.
4. Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.
5. Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.
6. Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to the Agreement.
7. Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.
8. Negotiation. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
9. Effectiveness. This Agreement is effective on the Effective Date.
10. Notice. All written notices required to be given pursuant to the terms hereof shall be delivered to the addresses listed below, by one of the following methods: (a) hand delivered whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. Pacific Standard Time on a business day and the original also is sent as described in (a), (b), or (c) above, whereby delivery

is deemed to have occurred at the end of the business day on which the electronic transmission is completed.

11. Antikick 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 MOU shall have or acquire any interest in the MOU, 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 MOU.
12. 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.

United Way: _____

Email: _____

With a copy to:

Email: _____

Parks: City of Spokane, Park Board
Attn: Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201
Email: gjones@spokanecity.org

With a copy to:

Office of the City Attorney
Attn: James Richman
808 W. Spokane Falls Boulevard
Spokane, WA 99201
Email: jrichman@spokanecity.org

This Agreement has been signed by each Party’s authorized representative on the date(s) set forth below.

Spokane County United Way

(Signature)

(Printed Name)

(Title)

(Date Signed)

Attest:

City Clerk

City of Spokane, Park Board

(Signature)

(Printed Name)

(Title)

(Date Signed)

Approved as to form:

Assistant City Attorney

EXHIBIT A
DEPICTION OF BORN LEARNING TRAILS

watch learn stop play

Let your child lead the way.

Try this:

- * Watch what your child likes to do. Is it playing with other children, looking at bugs or heading for the slide?
- * Do the things your child likes to do.
- * Is your child staring or pointing at something? Ask, "What do you see?"

Trail tip: When you follow a child's lead, curiosity and confidence grow.



For more ideas visit
bornlearning.org

 bornlearning



EXHIBIT B
PARK LOCATIONS FOR 2022 LEARNING TRAILS

