

Spokane Park Board

3:30 p.m. Thursday, March 14, 2024 In-person in Council Chambers, City Hall, and WebEx virtual meeting

Park Board Members

Bob Anderson – President Gerry Sperling – Vice President Garrett Jones – Secretary Nick Sumner Greta Gilman Sally Lodato Jennifer Ogden Barb Richey Hannah Kitz Kevin Brownlee Doug Kelley Jonathan Bingle – City Council liaison Parks Staff Jason Conley Rich Lentz Jonathan Moog Mark Poirier Nick Hamad Fianna Dickson Jennifer Papich Katie Anderson Sarah Deatrich Guests

MINUTES

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

- 1. **Roll Call**: Bob Anderson The meeting was called to order at 3:30 p.m. See above for attendance.
- 2. Additions or deletions to the agenda: A. None
- 3. Public comments:
 - A. None

4. Consent agenda:

- A. Administrative and committee-level items
 - 1) February 8, 2024, regular Park Board meeting minutes
 - 2) Claims February 2024
 - 3) The Friends of Manito MOU for volunteer work and stewardship through March, 2027 (no cost) Al Vorderbrueggen
 - 4) Avigation easements for Shields Park & Camp Sekani Park (no cost) Nick Hamad
 - 5) Campaign for Riverfront Spokane amendment/extension Fianna Dickson
 - 6) John Deere equipment purchase 2750 E-Cut Hybrid Triplex Mower \$71,028.73 (plus applicable sales tax) Mark Poirier

Motion No. 1: Bob Anderson moved to approve consent agenda items #1 - #6, as presented. Jennifer Ogden seconded.

Motion passed unanimously (11-0)

5. Special guests

A. None

- 6. Financial report and budget update Rich Lentz presented the February financial report and budget update.
 - A 2023 Year-end report:
 - 1) Park Fund: The 2023 year-end operating expenditures for the Park Fund were approximately \$183,000 more than the historic budget average. Year-end revenues were about \$643,000 above the budget average. Revenues exceeded expenditures nearly \$240,000.
 - 2) Golf Fund: The 2023 year-end operating expenditures for the Golf Fund were about \$503,000 less than the budget average. Year-end revenues were below the budget average approximately \$704,000. Revenues exceeded expenditures about \$172,000.
 - B February financial report:
 - Park Fund: The February operating expenditures for the Park Fund are approximately \$119,000 more than the historic budget average. Year-to-date revenues are about \$96,000 below the budget average. Revenues are exceeding expenditures nearly \$1.5 million.
 - 2) Golf Fund: The February operating expenditures for the Golf Fund are about \$368,000 less than the budget average. Year-to-date revenues are below the budget average approximately \$11,400. Revenues are exceeding expenditures about \$129,000 year-to-date.

7. Special discussion/action items:

A. None

8. **Committee reports**:

Urban Forestry Tree Committee: The March 5, 2024, meeting was canceled. – Kevin Brownlee

- A. Action items: None
- B. The next scheduled meeting is 4:15 p.m. April 2, 2024, in The Hive events room 'A', and virtually via WebEx.

Land Committee: March 6, 2024 – Greta Gilman

A. Action items: Two of two action items were presented on the consent agenda.

The committee discussed a potential green area maintenance agreement with Public Works. Additionally, Berry Ellison shared reports regarding projects in B.A. Clark and Meadowglen Parks.

B. The next scheduled meeting is 3:30 p.m. April 3, 2024, in The Hive events room 'A', and virtually via WebEx.

Recreation Committee: The March 6, 2024, meeting was canceled. – Sally Lodato A. Action items: None

Sally thanked Jennifer Papich and the Recreation team for their work on the Spring/Summer recreation guide.

B. The next scheduled meeting is 5:15 p.m. April 3, 2024, in The Hive events room 'A', and virtually via WebEx.

Riverfront Park Committee: March 11, 2024 – Gerry Sperling

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

Jon Moog spoke about a kiosk which will be present at Expo50 and is a replica of a kiosk that was present at the Expo '74 fair.

B. The next scheduled meeting is 4:00 p.m. April 8, 2024, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Golf Committee: March 12, 2024 - Nick Sumner

- A. Action items:
 - 1) MJ Takisaki / Qualchan Golf Course clubhouse restroom flood repair contract \$62,100.00 (plus applicable sales tax) – Mark Poirier / Nick Hamad

Mark Poirier shared an update regarding the Qualchan Golf Course restroom flood and the subsequent contract for repairs.

In mid-January, during a period of sub-zero weather, a hot water line break caused significant damage in the women's restroom and restaurant entry. Servpro performed a complete flood mitigation process to affected areas. To date, repairs and inspections completed include 1) repair and pressurization of the plumbing, 2) inspection of electrical and HVAC systems, 3) drains cleared of debris, 4) floor substrate replacement and industrial-grade carpet tiles installed. Insurance held by Mark Gardner, contracting golf professional, paid for the floor substrate and carpet tiles. To complete the needed repairs, an Invitation to Bid was sent out and four bids were received. M.J. Takisaki provided the winning bid at \$67,689 (tax inclusive).

Mark informed Doug Kelley that insulation will be completely re-blown in above the location of the break to six inches above code. Doug advised there may be a possibility of an incentive for exceeding code. Mark will investigate.

Funds for this project will come from budgeted golf capital funds.

Motion No. 2: Nick Sumner moved to approve the contract with M.J. Takasaki for the Qualchan golf course clubhouse flood repair in the amount of \$62,100, plus tax. Kevin Brownlee seconded. Motion passed unanimously (11-0)

One golf course is currently open, with one opening on March 15th and one opening on Saturday, March 16th.

Golf Committee discussed acquisition of additional mowers to replace aging equipment.

Councilman Bingle relayed that the State put forward a bill which would require mowing equipment to be electric by a specified date.

B. The next scheduled meeting is 8:00 a.m. April 9, 2024, in The Hive events room 'C', and virtually via WebEx.

Finance Committee: March 12, 2024 – Bob Anderson A. Action items: None

Rich Lentz provided 2023 year-end financials and February 2024 financials. 2023 revenues were above 2022 by approximately \$1.2 million while operating expenses were up about \$2.1 million.

Bob gave kudos to the Recreation Team for ending 2023 with an increased operating revenue and decreased operating expenses that 2022.

February financials are significantly impacted by the timing of revenue and expenditure postings; therefore, April will provide a more comparable report.

B. The next scheduled meeting is 3:00 p.m. April 9, 2024, in the Shadle Park Library events room, and virtually via WebEx.

Development & Volunteer Committee: February 21, 2024 – Jennifer Ogden A. Action items: None

<u>The Friends of Coeur d'Alene Park</u> – Lee Williams reported the Friends are securing sponsorships for the 2024 concert series. They extend thanks to Al Vorderbrueggen and the Park Operations team for trenching and laying irrigation pipes in the park, which is a significant savings to the Friends group.

<u>Friends of the Bluff</u> – The Friends continue to be interested in fire prevention and safety issues. Membership continues to grow.

<u>Friends of Palisades</u> – Illegal trash dumping continues to be an issue. The Friends are working with the Parks department to develop a parking area.

<u>Community Assembly</u> – Lindsey Shaw is excited about Urban Forestry's dead tree mapping project.

<u>Friends of Manito</u> – The Friends are planning for their fundraising and the children's pollinator garden.

Emails have been sent to participating groups and the event calendar continues to be populated. The calendar can be found at <u>www.expo50spokane.com</u>.

Fianna Dickson shared a presentation on next steps for executing the Parks Master Plan as funding becomes available.

Q4 volunteer hours value was approximately \$623,000!

B. The next scheduled Development & Volunteer Committee meeting is 4:15 p.m. March 20, 2024, in The Hive events room 'C', and virtually via WebEx.

9. **Reports**

A. President: Bob Anderson

Bob thanked Jennifer Ogden and Gerry Sperling for chairing the levy subcommittee and Jennifer for hosting fundraising activities at her home.

Bob, Gerry, Barb, and Garrett met with the Mayor to discuss Mayor's thoughts regarding levy timing. As deadline had passed to place this on today's agenda as a discussion item, Bob will

email Board members, listing three potential options, and explanations of each. There is an urgency to the timing of Mayor Brown's request for information; therefore, Bob asks that each member check their City email accounts tomorrow. Once Board opinions are gathered, Bob will send an additional email indicating the next step. If a special meeting is required, OPMA rules regarding agendas must be adhered to.

Park Board retreat is scheduled for March 29; however, due to technical difficulties experienced at Liberty Park library, the location is now to be determined. Retreat agenda will be finalized on March 19th. Board members have provided 10 topics, and Bob wants to ensure each topic has the appropriate discussion time.

B. Liaisons

- 1) Conservation Futures Nick Sumner No update
- 2) Parks Foundation Barb Richey

Parks Foundation met on February 28th. They are planning activities for Summer Parkways, which is scheduled for June 18th.

Spokane City Credit Union is sponsoring the Greater Spokane Parks Challenge which will begin in late April.

The Foundation is planning free-swim community pool parties to be held on June 28th, July 12th, and August 2nd.

A promotion video is being produced to promote the Foundation on social media.

\$135,000 in requests was received, \$70,000 of which were able to be funded.

The next meeting is on April 25th.

3) <u>City Council</u> – Jonathan Bingle

Council met to discuss the budget deficit. One of the discussion items was the need for a Public Safety levy, which may result in deferring the Parks levy ballot measure to a later date.

C. Director (Interim): Jason Conley

Spring is here and golf courses are opening!

Recreation activity guide will be mailed out and distributed to locations around the city. Registrations open on March 20th.

Expo 50 planning is underway, with the celebration only six weeks away.

The south suspension bridge opens to the public on March 15th. A formal ribbon-cutting will be held as part of the Expo 50 celebration.

Congratulations to Doug Kelley for a soon-to-be received lifetime achievement award.

Jason introduced new Inclusion and Grant Coordinator, Katie Anderson. Katie retired from the International Guard after 22 years in the military. The last seven years of her career, she was a

Diversity, Equity, and Inclusion practitioner, a diversity coach, and emotional intelligence facilitator. Her vision of inclusion is to ensure people feel welcome, heard, valued, and respected. She views inclusion as a heart led conversation, calling people in with kindness, rather than calling them out. Katie looks forward to bringing her experience and vision to the City and is honored to be with Parks and Recreation.

10. Executive session

A. None

11. Correspondence:

A. Letters/email: None

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

13. Meeting dates

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. April 2, 2024, at The Hive events room A, and virtually via WebEx.

Land Committee: 3:30 p.m. April 3, 2024, at The Hive events room 'A', and virtually via WebEx.

Recreation Committee: 5:15 p.m. April 3, 2024, at The Hive events room 'A', and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. April 8, 2024, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. April 9, 2024, at the Hive events room 'C', and virtually via WebEx.

Finance Committee: 3:00 p.m. April 9, 2024, at the Shadle Park Library events room, and virtually via WebEx.

Development & Volunteer Committee: 4:15 p.m. March 20, 2024, at The Hive events room 'C', and virtually via WebEx.

- B. Park Board: 3:30 p.m. April 11, 2024, Council Chambers, lower-level City Hall, and virtually via WebEx.
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:

Garrett Tones

Garrett Jones, Park Board Secretary

CITY OF SPOKANE PARK AND RECREATION DIVISION FEBRUARY 2024 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - MARCH 14, 2024

PARKS & RECREATION:

SALARIES & WAGES	\$ 909,191.45
MAINTENANCE & OPERATIONS	\$ 759,763.71
CAPITAL OUTLAY	\$ -
DEBT SERVICE PAYMENTS	\$ -
PARK CUMULATIVE RESERVE FUND	\$ 154,089.86
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 39,536.74
GOLF:	
SALARIES & WAGES	\$ 128,443.05
MAINTENANCE & OPERATIONS	\$ 67,240.29
CAPITAL OUTLAY	\$ 83,325.95
DEBT SERVICE PAYMENTS	\$ -
TOTAL EXPENDITURES:	\$ 2,141,591.05

Return to Minutes

Spokane Park Board Briefing Paper



Committee	Land Committee	Committee meeting date: March	6, 2024	
Requester	Al Vorderbrueggen	Phone number: X5464		
Type of agenda item	OConsent ODiscussion	OInformation	Action	
Type of contract/agreement	●New ○Renewal/ext. ○	_ease OAmendment/change ord	er 🔘 Other	
City Clerks file (OPR or policy #)	n/a			
Master Plan Goal, Objective, Strategy	Ch 3: Land; Ch 6: Legacy	Master Plan Priority Tier: First T	īer	
(Click HERE for link to the adopted plan)		(pg. 171-175)		
Item title : (Use exact language noted on the agenda)	The Friends of Manito MOU for 2027.	volunteer work and stewardship thr	ough March,	
Begin/end dates	Begins: 03/14/2024	Ends: 03/13/2027	06/01/2525	
Background/history:	*			
For decades, The Friends of Manito have partnered with Parks to solicit donations, recruit, manage and coordinate volunteer services. TFM secures and directs privately raised funds to Parks for the benefit of Parks' facilities and programs. TFM reviews and discusses Parks' funding needs and priorities and only solicits or accepts gifts that are consistent with the vision, goals and objectives of Parks. In 2022, TFM formed an endowment that fully benefits Manito Park and the maintenance needs of the facility.				
Motion wording: Approve the The Friends of Manito MOU for volunteer work and stewardship through March, 2027.				
Approvals/signatures outside Parks:	• Yes • No			
If so, who/what department, agency or co				
Name: Kelly Brown	Email address: kelly.dianne.b	rown@gmail.com Phone: (480))570-9701	
Distribution:		ordinator (tfm@thefriendsofmanito.o	0,	
Parks – Accounting Parks – Sarah Deatrich	Kelly Bro	own (kelly.dianne.brown@gmail.com	1)	
Requester: Al Vorderbrueggen				
Grant Management Department/Name:				
Fiscal impact: O Expenditure	O Revenue			
Amount:	Budget code:			
n/a	n/a			
Vendor: • Existing vendor	🔘 New vendor			
Supporting documents:	<u> </u>			
Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C		for new contractors/consultants/vendo		
UBI: n/a Business license exp		orms (for new contractors/consultants, nce Certificate (min. \$1 million in Gene		



MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SPOKANE AND THE FRIENDS OF MANITO

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made by and between the City of Spokane Parks and Recreation Division ("**PARKS**"), a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, and The Friends of Manito, ("**TFM**"), a Washington nonprofit corporation established pursuant to RCW 24.03A and located at 4 West 21st Avenue, Spokane, Washington 99203, hereinafter the "Parties".

WHEREAS, PARKS, owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services under the auspices of the Spokane Park Board and pursuant to Article V of the Spokane City Charter; and such facilities include Manito Park in the City's downtown core, and

WHEREAS, TFM's purpose is to provide fundraising and volunteer assistance, as requested by PARKS, in furthering the development, growth and excellence of Manito Park; and

WHEREAS, TFM wishes to support PARKS' vision and mission and has the opportunity, made possible by TFM's association with 501(c)(3) tax-exempt organizations, to accomplish more than public funding allows; and

WHEREAS, TFM will complement and augment PARKS' advocacy and fundraising efforts to attract private philanthropic support from individuals and organizations in the form of volunteerism and financial contributions to benefit Manito Park; and

WHEREAS, PARKS is willing to assist TFM in its fund-raising activities and foster success by providing access to PARKS' resource within legal limits; and

WHEREAS, TFM wishes to assure PARKS that it will operate effectively and responsibly with the reasonable expectations of both public and private interests on behalf of PARKS;

Now, Therefore, the Parties agree as follows:

Section 1. Role of TFM. TFM represents and acknowledges the following with regard to its operation and purposes:

A. TFM will work with PARKS to solicit donations, recruit, manage and coordinate volunteer services for PARKS in compliance with this Memorandum and PARKS' policies and project requirements.

- B. TFM will support and ensure that its fundraising activities are consistent with PARKS' vision, mission and goals for Manito Park, and its work will be compatible with these interests and goals, and it will support PARKS' master plan for Manito Park.
- C. A major purpose of TFM shall be to secure and direct privately raised funds to PARKS for the benefit of PARKS' programs. TFM may direct funds to PARKS to support capital projects, programs, activities and needs of PARKS.
- D. The TFM shall recruit, manage and coordinate volunteer services in such a manner as to maintain full compliance with PARKS' policies and project requirements. All volunteer coordination be pre-approved and coordinated with Manito Park staff.
- E. TFM will provide the opportunity to involve community leaders in an advisory board to serve Manito Park Committee of the Spokane Park Board and Park Staff as requested by PARKS. Within five (5) years of formation, TFM shall comply with the Charities Review Council's Accountability Standards (Attachment 1) to ensure best practices in nonprofit governance and management, as well as to inspire the public's trust and confidence.
- F. TFM shall review and discuss PARKS' funding needs and priorities and shall not solicit or accept gifts that are inconsistent with the vision, goals and objectives of PARKS.
- G. TFM will coordinate with PARKS staff on all projects and plans funded by its privately raised funds. TFM acknowledges and agrees that Park Board approval shall be secured in advance of all such capital projects.
- H. Capital project proposals shall include comprehensive information pertaining to construction, maintenance, and operation requirements; restrictions; and warranties.
- I. TFM, or its fiscal sponsor, shall upon request reimburse PARKS for any reasonable expenditure for goods of value made available by PARKS for the benefit of TFM in such forms and sums as all parties agree are appropriate.
- J. TFM shall arrange with private legal entity (or entities) separate from the City of Spokane and PARKS, to act as fiscal sponsor(s) of TFM until TFM is able to obtain its own tax-exempt 501(c)(3) designation, in order to ensure that all gifts and bequests received may qualify as deductible, charitable contributions for the donor.
- K. TFM and its fiscal sponsors shall use sound fiscal and auditing procedures. TFM shall maintain books, at its own expense, in accordance with generally accepted accounting principles. At PARKS' request, TFM shall arrange for biennial auditing of its books and records by a firm of certified accountants. Copies of the audited financial statements and current list of AGC officers, directors or trustees shall be made available to PARKS upon request.
- L. TFM will not interfere with PARKS' day-to-day operations.
- M. During the term of this Memorandum (and any extension thereof) TFM shall maintain its corporate nonprofit status in good standing with the State of Washington and shall comply with all state laws with respect to charitable

solicitations. Within three (3) years of the date of this Memorandum. TFM shall secure designation as a tax-exempt 501(c)(3) organization. Once TFM secures designation as a tax-exempt 501(c)(3) organization, it shall maintain such designation under state and federal income tax laws to ensure that gifts and bequests received by the TFM may qualify as deductible, charitable contributions for the donor.

N. TFM will perform all of its commitments and obligations under this Memorandum in accordance with all laws applicable to its activities, and TFM shall not engage in any fundraising activities on PARKS' behalf until receipt of and compliance with all required permits, registrations, and approvals.

Section 2. Role of PARKS. While this Memorandum is in effect, and so long as the TFM complies with all provisions of this Memorandum:

A. PARKS may work independently, and also with TFM, to solicit donations, recruit, manage and coordinate volunteer services for PARKS in compliance with this MOU and PARKS' policies and project requirements. The Parties acknowledge that PARKS may solicit donations, and recruit, manage and coordinate volunteer services to benefit PARKS independent of the arrangement with TFM outlined in this Memorandum.

B. In connection with TFM's fundraising activities on behalf of PARKS, TFM will have the right to use PARKS' name and images.

C. PARKS may provide TFM with assistance in TFM activities at the discretion of the Director of PARKS, and consistent with what is permitted under state and federal law.

D. PARKS may, but is not required to, notify TFM or its fiscal sponsors of potential donations and provide information necessary to determine the best methods for securing the donations when PARKS becomes aware of donations, actual or potential, intended to benefit PARKS. PARKS and TFM may collaborate in pursuing such donations so as to maximize the benefit to PARKS.

E. PARKS may also refer volunteers to TFM who express interest in volunteering or fundraising on behalf of Manito Park. PARKS may provide a link to TFM website from PARKS official website and other promotional mention as agreed by both parties.

F. PARKS may present TFM with an annual list of private funding needs and priorities for discussion from which TFM may make suggestions and choose to actively seek and accept funds on PARKS' behalf, subject to the terms of this Memorandum.

G. PARKS will expend all funds, once accepted and received, in accordance with PARKS' policies, in adherence with the general charitable purposes of TFM, and in conformance with any restrictions imposed by the donor or TFM as to the use or purpose of specific funds.

H. Upon written request, PARKS may provide timely and accurate information to TFM regarding funding needs, expenditure of funds, program-related outcomes and outputs, and other data assistance to TFM applicable to TFM's role under this Memorandum as it plans projects and fundraising activities, solicits and acknowledges donors, and prepares websites or annual report content, etc.

I. PARKS may provide a non-voting staff liaison to represent PARKS in all matters and dealings with TFM. This liaison may attend official meetings of TFM.

J. PARKS may recognize gifts received from or through TFM via appropriate signage at related Manito Park events and will recognize gifts received from or through TFM in its annual report, subject only to donor restrictions on public disclosure of the sources of gifts.

Section 3. Insurance. TFM shall obtain and maintain general liability insurance with limits of \$1,000,000 and directors' and officers' liability insurance in a reasonable and appropriate amount as determined by TFM Board. TFM shall annually provide the City Parks and Recreation Department a Certificate of Insurance (COI) as documentation of its compliance with this Section.

Section 4. Mutual commitments. Except as may otherwise be provided herein, the Parties to this Memorandum shall be solely responsible for any cost incurred in fulfilling their respective roles under this Memorandum.

Section 5. Accountability and Stewardship. As PARKS and TFM want to maintain the highest levels of accountability and stewardship, TFM agrees to share information with PARKS as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds. TFM shall maintain financial records in accordance with Generally Accepted Accounting Principles and any other standards generally applicable to charitable fundraising entities. Copies of TFM's financial statements and a current list of TFM's officers and trustees shall be made available to PARKS upon request. TFM will permit, upon reasonable notice, authorized PARKS official or their designees to inspect all TFM books and records, except to the extent the inspection violates rights to privacy or confidential donor information. PARKS shall be entitled to conduct compliance reviews of the use of donated funds to ensure that dispositions of donated funds have complied with the purposes and restrictions set forth by the donors. Funds received on PARKS' behalf shall only be accounted for as gifts where the appropriate donor intent is present. Amounts received solely in exchange for services or property shall not be accounted for as gifts.

Section 6. Donations. Pursuant to the terms of this Memorandum, PARKS may request, and TFM may agree, to solicit and collect donations to support, enhance and promote PARKS. Donations collected by TFM are either "Restricted Donations" or "Unrestricted Donations" as these terms are defined herein. The collection, stewardship and allocation of donations will be carried out in a manner specific to the assigned category of each donation.

6.1 Restricted Donations. Restricted Donations are donations PARKS requests TFM to solicit and receive for specific programs or projects and/or donations to TFM on PARKS' behalf that have been designated for a specific program or project by the donor. Special conditions placed on the donation by the donor must be accepted in advance of receipt by PARKS. At least annually, TFM shall advise PARKS of the Restricted Donations available for use by PARKS, including any expressions of donor intent which limit the use of any such funds. PARKS and TFM will jointly identify projects, programs, or any other use of such funds that conform to donor intent. So long as both the TFM and the City Director of PARKS agree that a project, program, or use conforms to donor intent, PARKS shall have the right to select the project, program or use to which such Restricted Donations are to be applied. After the project, program or other use of such funds have been determined, PARKS will invoice TFM for the Restricted Donations. TFM will pay such invoice via direct deposit/ACH within thirty (30) days after receipt of such invoice, except as provided by state law.

6.2 Unrestricted Donations. Unrestricted Donations are donations to TFM the donor designates for PARKS but are not designated by the donor to be used for a specific program or

project within PARKS. Without prior approval by City, TFM may recruit, manage and coordinate volunteer services in connection with the solicitation and collection of Unrestricted Donations, so long as such activities are at no cost to PARKS. Upon request of PARKS, TFM will release Unrestricted Donations to PARKS. PARKS shall determine how to spend Unrestricted Donations on its programs consistent with PARKS' master plan.

6.3 Donor Communication. In soliciting donations for PARKS, TFM agrees to make the following clear to prospective donors:

A. TFM is a separate legal and tax entity organized for supporting the maintenance, beautification and programming of Manito Park and PARKS and plans for the park. TFM will encourage voluntary, private gifts, trusts, and bequests for the benefit of Manito Park and PARKS.

B. Responsibility for governance of the TFM resides with the TFM Board of Directors.

C. Gifts made to TFM for a designated purpose -i.e., Restricted Donations - will be dedicated in their entirety to that purpose without a fee of any kind unless, by separate agreement between PARKS and TFM, an administrative fee has been specified for a specific project; provided, it is anticipated that absent such a separate agreement regarding a specific fundraising campaign, TFM will not retain a fee of any kind from the donations it receives on PARKS' behalf. Provided nothing herein shall prevent third party fiscal agents of TFM from retaining fees in their ordinary course.

D. TFM shall keep donors informed on a timely basis regarding accomplishment of gift purpose.

6.4 Conditions of Gift Acceptance. TFM agrees that in accepting gifts for Manito Park and PARKS, it will:

A. Advise donors that any restrictive terms and conditions they attach to gifts for PARKS are subject to PARKS approval and its policies and procedures covering "Sponsorships, Donations, Naming Recognition of Parks and Recreation Areas or Facilities" (Appendix A).

B. Ensure that gifts designated for specific purposes are in compliance with PARKS' master plans, vision, mission and philosophy.

C. Ensure, through PARKS' staff, that gifts are promptly reported to and approved for acceptance by the Park Board.

D. Coordinate TFM's funding goals, programs and campaigns with PARKS.

E. Any gift, grant, or contract that includes a financial or contractual obligation binding upon PARKS must have prior concurrence in writing from the Park Board or its designee

Section 7. Notice of Non-Compliance – Opportunity to Cure. In the event of noncompliance with any provision of this Memorandum, the non-breaching party shall notify the other party in writing of the event or practice the non-breaching party believes does not comply with this Memorandum. The other party shall, within fifteen (15) days from receipt of the notice of noncompliance, either correct the non-compliance or show cause to the non-breaching party that the other party is in compliance. In the event the allegedly breaching party fails to comply within this time period, the non-breaching party may, at its option, terminate this Memorandum by providing written notice of such termination to the breaching party. In the event of termination under this Section 7, TFM shall provide PARKS with an accounting of all funds held by TFM, including any funds designated for PARKS by the donor, and such fund shall be disbursed to PARKS immediately.

Section 8. Termination. In addition to the method of termination provided for in Section 7, this Memorandum may be terminated by either party by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination. In the event of termination, TFM shall provide PARKS with an accounting of all funds restricted for PARKS' purposes in its possession and transfer those receipts, along with any restrictions thereon, to PARKS within thirty (30) days.

Section 9. Ownership/Use after Project Completion. All PARKS projects funded with donations raised by TFM will be owned and maintained by PARKS and used according to PARKS' policies.

Section 10. Entire Agreement and Amendment. This Memorandum represents the Parties' entire agreement with respect to the matters specified herein This Memorandum shall not be amended, altered, or otherwise changed except by written agreement signed by all parties, or their assignees or delegates.

Section 11. Anti-Kickback. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Memorandum shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Memorandum.

Section 12. Indemnification. Each party to this Memorandum shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability, of whatever kind and nature, arising from, out of or in connection with the performance of the indemnifying party's obligations under this Memorandum.

Section 13. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. TFM agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to TFM.

Section 14. Governing Law and Venue. This Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this Memorandum shall be in the County of Spokane, Washington.

Section 15. Severability. Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 16. Attorney's Fees. In the event of litigation or arbitration over the terms or performance of this Memorandum, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Section 17. Mediation. Should any dispute arise out of or related to this Memorandum or its performance by the parties, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The parties shall select a

mediator within ten (10) days of the notice by a party to mediate a claim. Mediation shall be concluded within sixty (60) days of the notice to mediate being made unless extended by the parties by mutual agreement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution of the claim(s). The costs of mediation shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of obtaining attorney's fees and legal costs.

Section 18. Contact Information. Representatives and their contact information, for each party, are as follows:

- For the City's Parks and Recreation Division contact: Director of Manito Park or his/her designee
 808 W Spokane Falls Boulevard
 Spokane, WA 99210
- For the FRIENDS OF MANITO contact: President, Friends of Manito, or his/her designee PO Box 10421 Spokane WA 99209

Section 19. Assignment and Delegation. No party may assign its rights or delegate its duties created under this Memorandum without every other party's prior written consent, which the other parties may not unreasonably withhold; provided, without further consent of PARKS, TFM may delegate certain of its obligations with respect to management and retention of donor funds to an established tax-exempt 501(c)(3) organization, consistent with state and federal law.

Section 20. Term. This Memorandum shall become effective on March 14, 2024 and shall run through March 13, 2027, and may thereafter be renewed for additional three-year terms upon mutual consent of the Parties and approval of the Spokane Park Board, unless terminated earlier as provided in this Memorandum.

CITY OF SPOKANE PARKS AND RECREATION

Ву	
(Name)	Date
(Title)	
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
THE FRIENDS OF MANITO, a Washington nonprofit corporation	
Ву:	
Printed Name:	Date
(Title)	
Its:	

M23-162

APPENDIX A

Memorandum of Understanding Between The City of Spokane Parks and Recreation And The Friends of Manito

Section 21. Project Proposals.

21.1. Projects for TFM funding may be proposed by either Parks and Recreation or by TFM. All projects to be funded must be approved in writing by both entities following their respective approval processes and policies. TFM and Parks and Recreation will work together to gain approval for projects. Payment of funds by the TFM Treasurer will take place as each invoice is received from Parks and Recreation (not to exceed the agree-upon and approved amount).

21.2. The structures and facilities paid for by TFM become the property of Parks and Recreation, who assumes responsibility for their maintenance and repair unless exempted by both entities.

Section 22. Inter-Group Routine Communications. Minutes of TFM Board meetings will be sent to Parks and Recreation and their liaison. Minutes of Park Board meetings will be made available to TFM. Official communication between TFM and Parks and Recreation and the Park Board will be made through TFM Board President or their designee.

Section 23. Contracts. TFM will not make verbal or written contracts of any kind on behalf of Parks and Recreation.

Section 24. Office Support at Manito Park for TFM.

- A. Office space, storage space for supplies as available, and an exclusive phone line will be provided for TFM by Parks and Recreation. TFM is allowed appropriate and available storage space in the attic. Space will be available for use/access during regular park staff hours.
- B, Parks and Recreation owns or leases the copy machine and will share use of it with TFM. Copies exceeding a quantity of 100 made by either party will be made elsewhere. TFM will provide all white (8 ½" X 11") paper for the copy machine. It is estimated that each of the two entities will use the copy machine 50% of the time.
- C. The meeting room and picnic shelters may be used by TFM at no charge. Reasonable use must be scheduled with the Parks and Recreation Reservation Team and is dependent on availability. Parks and Recreation reserves the right to close the meeting room for site improvements and remodel and is not required to provide alternative meeting space.

Section 25. TFM Horticultural Operations. Parks and Recreation will support TFM plant growing operations as follows:

- A. A reasonable amount of water will be provided for all in- and out-door watering needs, at no cost to TFM.
- B. TFM usage of the vacuum seeder will be predicated on proper care of the equipment and must be scheduled during times when Parks Staff would not be using it.
- C. TFM may use the "mister" as needed for houseplant propagation when space is not occupied by the Parks Department.
- D. Personal hand tools or garden implements will not be provided for use by TFM. Employee tool lockers and contents will not be available to TFM unless a specific prearranged use agreement is negotiated with Parks and Recreation.
- E. TFM will be allowed use of the cave (adjacent to the south maintenance building) and the first garage in the east maintenance building for storage. Additional storage may be provided in the Head House attic. TFM will also be allowed to use the "pottery barn" (the south-most room of the east maintenance building. This is a shared room with the Associated Gardeners of Spokane. Metal shelving in each room is the property of TFM. TFM is also allowed to store tables and carts in the west garage of the south maintenance building as space allows. Other storage space will be made available as authorized by Parks and Recreation. TFM may make minor improvements to these facilities with prior approval from Parks and Recreation.
- F. Surplus plant material from the gardens or conservatory may be made available to TFM upon authorization of Parks and Recreation.
- G. TFM is responsible for the care and watering of their plants grown anywhere within Manito Park. When not needed by Parks and Recreation, empty raised beds in the lathe area, with the exception of the moss bed northwest of the northernmost gate, may be used by TFM. After March 1 and before the Associated Gardeners of Spokane plant sale, TFM will remove any plants from the continuous raised bed facing the east maintenance building.
- H. TFM may control weeds in the lathe area through mechanical or chemical means. TFM will assume all responsibility for required training and compliance with regulations concerning pesticide usage. Prior authorization by Parks and Recreation will be required for any chemical or bed usage.
- I. TFM will be granted use of the polyhouse immediately adjacent to the meeting room. TFM is obligated to conduct their activities with the full interest of preserving this structure and equipment. Gas and electrical costs will be reimbursed by TFM to Parks and Recreation. Parks and Recreation is responsible for the repair and/or replacement of all structural components, electrical, heating/cooling systems, polycovering, and the hot water heater as well as routine maintenance (e.g. checking filters and coolant reservoir). In the event of a heating or cooling malfunction, breakdown, or electrical interruption that would threaten the plant material within the polyhouse, Parks staff will alert TFM personnel as soon as possible and assist with emergency provisions to preserve the plant material.

- J. Available parking space in the Manito work yard is limited. To maintain fire lane access, employee access to storage areas, and to enable employees to park in their allocated spaces, TFM volunteers and guests are strongly encouraged to park personal vehicles on Tekoa Street below the work yard. Provisions to drive in and drop off TFM participants and supplies are granted. Evening parking for the meeting room remains unchanged.
- K. TFM is allowed to occasionally utilize the entire work yard and park lot with advanced approval from Parks and Recreation. TFM will agree to limit their interference with work of Parks and Recreation staff during those periods.
- L. Systems may be established between TFM and Parks and Recreation staff to manage security of TFM space.

APPENDIX B

Memorandum of Understanding Between The City of Spokane Parks and Recreation And The Friends of Manito

Section 26. Endowment Agreement and Language

- A. TFM will establish and fundraise for an Endowment Fund with Option to Invade at the Innovia Foundation, for the purpose of providing annual funding for Manito Park operations, programs and park maintenance.
- B. This fund shall be held and identified as a separate fund and shall be known as the Friends of Manito Fund ("Fund"). The Fund shall be a component part of Innovia's assets and not a private foundation within the meaning of the Internal Revenue Code
- C. <u>Distributions from Fund</u>. The distributable income of the Fund, subject to assessment for the reasonable costs of administration of Innovia, shall be distributed by Innovia to TFM, to be used for Manito Park operations, ongoing maintenance and programs, not capital expenses, except in the event of an unusual circumstance or emergency.
- D. <u>Option to access principal.</u> At the request of Parks & Recreation, and with majority approval of the TFM board and majority approval of Innovia's Board, in the event of **unforeseen circumstances and/or emergencies, including but not limited to damage caused by natural disasters, arson, vandalism, the failure of critical equipment, or repairs to critical park infrastructure, an agreed upon amount from the fund principal may from time to time be distributed to help defray cost of repairing, rebuilding or replanting, provided that the remaining fund balance is in excess of \$5,000 and the amount requested for distribution is a minimum of \$5,000, and provided that any portion of the principal permanently restricted by any donor as a permanent gift to the fund not be accessed. Requests to transfer funds for the upcoming year must be made in writing and, whenever possible, be made in the last quarter of Innovia's current fiscal year (April 1-June 30). The distribution by Innovia should occur by October of the year the request is made.**
- E. It is the intention of TFM to fundraise for the Fund on an ongoing basis, and over a span of years, to grow the fund to a principal amount of such size that distributions from the endowment will cover half of the annual operating expenses of Manito Park.
- F. Innovia's Board may modify distribution of the income of Fund if, in its reasonable judgment, it determines that any specified charitable purpose, organization, condition, circumstance or manner of distribution or use is such or has so changed that literal compliance with the restriction or condition is unnecessary, incapable of fulfillment, impracticable, impossible, or inconsistent with the charitable needs of the area served by Innovia. To the extent practicable, any modification must be made in accordance with the Nonprofit's probable intent.

APPENDIX C

Memorandum of Understanding Between The City of Spokane Parks and Recreation And The Friends of Manito

Section 27. Memorial Agreement and Language

- A. TFM will oversee the Memorial Gifts program at Manito Park, and will be responsible for publicizing the program, working with donors to select the appropriate memorial gift category, and for receipt and management of all Memorial donations. Parks & Recreation will be responsible for the purchase and siting of Memorial benches, for the purchase, planting and maintenance of memorial plants and trees, and for the siting, installation and maintenance of other Memorial items which may be created in the future. The Friends of Manito will reimburse Parks & Recreation for costs associated with installation, planting and maintenance of Memorial benches, plants and other items. Parks & Recreation will invoice TFM for costs associated with memorial gifts on a quarterly basis, and such invoices will be paid by TFM within 30 days of receipt of the invoice.
- B. TFM, in consultation with Parks & Recreation, will set the options and costs for memorial donations, ensuring that donations cover the actual cost of the item and also provide a surplus to support the operation and enhancement of Manito Park.
- C. TFM will stay informed and updated on best practices in memorial donations and recognition of such for botanical gardens, public gardens and public parks in our region and nationally.
- D. TFM will feature information about memorial donations on a dedicated page on its website. Information about memorial donations will be included in fundraising information in TFM's newsletter, website and social media posts. Parks and Recreation will provide information about memorial donations on a web page and will direct people to contact TFM for more information. Parks & Recreation staff at Manito Park will direct the public to contact TFM's Coordinator to discuss memorial donation options.
- E. TFM's Coordinator will work closely with Angel Spell, or whomever is designated as the Parks & Recreation contact for memorials, and the donor(s) to assist in the selection and siting of benches, trees and bushes. Parks & Recreation will have responsibility for the siting of memorial plants and benches.
- F. TFM will gather contact and other pertinent information from the donor(s) and maintain this information in its database. TFM will provide Parks & Recreation with a copy of this information in a timely manner.
- G. Maintenance and repair of memorial benches, plants and future memorial items will be performed or contracted out by Parks & Recreation, and then billed to TFM for

time and materials. TFM will work with Parks and Recreation to ensure that donation amounts are large enough to pay for the actual thing (siting, selecting, planting/installing and maintaining and repairing) all of which involves staff time and materials.



CVANZANTEN

FRIEOFM-13

ACORD	CERTIFICATE OF LIABILITY INSURANCE						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subje this certificate does not confer rights t	ct to	the terms and conditions of	the policy, certain	policies may			
PRODUCER	0 1110		CONTACT NAME:	•			
Hub International Northwest LLC PO Box 3144			PHONE (A/C, No, Ext): (509) 7	747-3121	FAX (A/C, No):	(509)	623-1073
Spokane, WA 99220			E-MAIL ADDRESS: nowspki	nfo@hubin			
			INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #
			INSURER A : ACE Pr	operty & Ca	sualty Insurance Comp	bany	20699
INSURED			INSURER B :				
Friends of Manito, Inc.			INSURER C :				
PO Box 8028 Spokane, WA 99203			INSURER D :				
COVERAGES CEF	TIFIC	CATE NUMBER:	INSURER F :		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICI			HAVE BEEN ISSUED			HE PO	LICY PERIOD
INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	REQUII PERT POLIC	REMENT, TERM OR CONDITION TAIN, THE INSURANCE AFFORI CIES. LIMITS SHOWN MAY HAVE	N OF ANY CONTRA DED BY THE POLIC BEEN REDUCED BY	CT OR OTHEF IES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESPE	ECT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
					EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE OCCUR	X	D96658588	11/15/2023	11/15/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	E 000
					MED EXP (Any one person)	\$	5,000
					PERSONAL & ADV INJURY	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
					PRODUCTS - COMP/OP AGG	\$	2,000,000
					COMBINED SINGLE LIMIT	\$ \$	
		D96658588	11/15/2023	11/15/2024	(Ea accident) BODILY INJURY (Per person)	ծ Տ	
OWNED AUTOS ONLY SCHEDULED					BODILY INJURY (Per accident)	\$	
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
						\$	
A X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	1,000,000
EXCESS LIAB CLAIMS-MADE		D96658606	11/15/2023	11/15/2024	AGGREGATE	\$	1,000,000
DED RETENTION \$					PER OTH-	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N					STATUTE		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A				E.L. EACH ACCIDENT	\$	
If yes, describe under					E.L. DISEASE - EA EMPLOYEE		
DÉSCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Spokane Parks and Recreation Department	LES (A is na	CORD 101, Additional Remarks Schedu med an additional insured if rec	le, may be attached if mon quired by a contract	re space is requir or agreemen	ed) t.		
CERTIFICATE HOLDER			CANCELLATION				
Spokane Parks and Recreat 2304 E Mallon Ave Spokane, WA 99202	ion D	epartment		N DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL Y PROVISIONS.		
••••••••••			AUTHORIZED REPRESE				
			Cailey Van Ca	nten			
ACORD 25 (2016/03)			© 19	88-2015 AC	ORD CORPORATION.	All rig	hts reserved.

Return to Minutes

Spokane Park Board Briefing Paper



Committee	Land Committee	Committee meeting date: N	1arch 6, 2024	
Requester	Nick Hamad	Phone number: 3		
Type of agenda item	OConsent ODiscussion	() Information	 Action 	
Type of contract/agreement	ONew ORenewal/ext. O	Lease OAmendment/chang		
City Clerks file (OPR or policy #)			o	
Master Plan Goal, Objective, Strategy	Goal B. Obj 2	Master Plan Priority Tier:	First Tier	
(Click HERE for link to the adopted plan)	, ,	(pg. 171-175)		
Item title: (Use exact language noted on the agenda)	Avigation easements for Shield	ls Park & Camp Sekani Park	(no cost)	
Begin/end dates	Begins: 03/01/2024	Ends:	✔ 06/01/2525	
Background/history:	I			
Spokane County Building and Plan County's Airport Overlay (AO) Zone issuance.		• • •		
City parks is in the process of designing improvements for (2) properties - Shields Park & Camp Sekani Park as a part of the 'Make Beacon Hill Public - Phase 2' project and must grant avigation easements to secure permits for planned trailhead work. These easements will not impact the proposed beacon hill improvements or public use of these properties in any way.				
Motion wording: Motion to approve avigation easements for Shields Park and Camp Sekani Park (no cost)				
Approvals/signatures outside Parks:	Yes No			
If so, who/what department, agency or co				
Name:	Email address:	Phone:		
Distribution:	nhamac	@spokanecity.org		
Parks – Accounting		spokanecity.org		
Parks – Sarah Deatrich	jkconley	@spokanecity.org		
Requester: Nick Hamad Grant Management Department/Name:				
Fiscal impact: O Expenditure	Revenue Budget code:			
n/a	n/a			
Vendor: • Existing vendor	O New vendor			
Supporting documents:				
Quotes/solicitation (RFP, RFQ, RFB)	W-9 (for new contractors/consultants/v	vendors	
Contractor is on the City's A&E Roster - C	City of Spokane 📃 ACH i	orms (for new contractors/consul	tants/vendors	
UBI: Business license exp	piration date:	ance Certificate (min. \$1 million in	General Liability)	

Esmeralda Golf Course

TO NAME AND TO

1. TO 1. TO

Minnehaha Park

Beacon Hill Conservation Area

10

John H. Shields Park

Camp Sekani Park

Felts Field Airport

AIRFIELD OVERLAY ZONE (shaded in purple)

Mr. Astan Barris

Esmeralda Golf Course

> Minnehaha Park

Beacon Hill Conservation Area

Ø

Jā

John H. Shields Park

Camp Sekani Park

Felts Field Airport RETURN ADDRESS: Spokane Airports 9000 W. Airport Drive, Suite 204 Spokane, WA 99224-9438

AVIGATION EASEMENT

WHEREAS, <u>The City of Spokane</u>, hereinafter called the "Grantor(s)", are the owners in fee of that certain parcel of land situated at <u>6707 E Upriver Dr</u>, in the County of Spokane, State of Washington, more particularly described as follows:

Tax Parcel Number 35011.9002

68.85 acre portion of the Northeast quarter of Section 01, Township 25 North, Range 43 East W.M., north of the south bank of the Spokane River except that part thereof dedicated to the public for street purposes.

NOW, THEREFORE, the Grantor(s), for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant and convey unto the Spokane Airport Board, City of Spokane and the County of Spokane, municipal corporations and political subdivisions of the State of Washington, as tenants in common, and to the United States of America, hereinafter called the "Grantees", its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Spokane International Airport and Felts Field Airport, located in Spokane County, State of Washington, for the unobstructed passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air)

by whomsoever owned and operated in the airspace above the surface in the vicinity of said property such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft in the process of landing at or taking off from or operating at or on said Spokane International Airport and Felts Field Airport, and the Grantor(s), for themselves, their successors and assigns, do hereby fully waive, remise and release any right or cause of action which they now may have, or which they may have in the future, against the Grantees, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the current or future operation of aircraft in the process of landing at or taking off from, or operating at or on said Spokane International Airport and Felts Field Airport.

It is further understood and acknowledged that it is reasonable to expect that ongoing Airport expansion and improvements will cause aircraft effects to change, potentially increasing flight frequencies, alteration of flight paths and changing of aircraft types as Airport operations grow and expand which may cause greater future noise impacts to said property.

THE GRANTOR(S) further covenants and agrees to not create or cause interference with or utilize the above described land in any way contrary to the County's Airport Overlay (AO) Zone Ordinance (Chapter 14.702), including height and general use restrictions and the erection, construction or alteration of any building, antenna, structure or use prohibited in the Airspace and Accident Potential Areas of the County's Airport Overlay Zone as defined in Chapter 14.702.210.

TO HAVE AND TO HOLD said Easement and right-of-way, and all rights pertaining thereto, upon the Grantees, their successors and assigns, until said Spokane International Airport and Felts Field Airport, as existing, enlarged or relocated, shall be abandoned or ceased to be used for airport purposes, and it being understood and agreed that these covenants and agreements shall run with the land and apply to all subsequent land owners or lessees.

IN WITNESS WHEREC	F, the Grantor(s) hav	ve hereunto set	their hands	this	_ day of
	, 20				
			(GRANTOR(S	S) SIGNATURE
STATE OF WASHINGTON)				
COUNTY OF SPOKANE) ss.)				
On this day of State of Washington, acknowledged the foregoing ins uses and purposes therein men	trument to be the fre		and the second		
IN WITNESS WHEREO)F, I have hereunto s	set my hand and	d affixed my	official seal	the day and

year first above written.

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

My commission expires

Avigation Easement 5/08

Page 2 of 2

Spokane International Airport & Felts Field Airport RETURN ADDRESS: Spokane Airports 9000 W. Airport Drive, Suite 204 Spokane, WA 99224-9438

AVIGATION EASEMENT

WHEREAS, <u>City of Spokane</u>, hereinafter called the "Grantor(s)", are the owners in fee of that certain parcel of land situated at <u>unassigned address</u>, in the County of Spokane, State of Washington, more particularly described as follows:

Tax Parcel Number 35024.0001

11.48 acre portion of the Southeast Quarter of Section 02, Township 25 North, Range 43 East W.M., except that part thereof dedicated to the public for street purposes.

NOW, THEREFORE, the Grantor(s), for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant and convey unto the Spokane Airport Board, City of Spokane and the County of Spokane, municipal corporations and political subdivisions of the State of Washington, as tenants in common, and to the United States of America, hereinafter called the "Grantees", its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Spokane International Airport and Felts Field Airport, located in Spokane County, State of Washington, for the unobstructed passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air)

by whomsoever owned and operated in the airspace above the surface in the vicinity of said property such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft in the process of landing at or taking off from or operating at or on said Spokane International Airport and Felts Field Airport, and the Grantor(s), for themselves, their successors and assigns, do hereby fully waive, remise and release any right or cause of action which they now may have, or which they may have in the future, against the Grantees, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the current or future operation of aircraft in the process of landing at or taking off from, or operating at or on said Spokane International Airport and Felts Field Airport.

It is further understood and acknowledged that it is reasonable to expect that ongoing Airport expansion and improvements will cause aircraft effects to change, potentially increasing flight frequencies, alteration of flight paths and changing of aircraft types as Airport operations grow and expand which may cause greater future noise impacts to said property.

THE GRANTOR(S) further covenants and agrees to not create or cause interference with or utilize the above described land in any way contrary to the County's Airport Overlay (AO) Zone Ordinance (Chapter 14.702), including height and general use restrictions and the erection, construction or alteration of any building, antenna, structure or use prohibited in the Airspace and Accident Potential Areas of the County's Airport Overlay Zone as defined in Chapter 14.702.210.

TO HAVE AND TO HOLD said Easement and right-of-way, and all rights pertaining thereto, upon the Grantees, their successors and assigns, until said Spokane International Airport and Felts Field Airport, as existing, enlarged or relocated, shall be abandoned or ceased to be used for airport purposes, and it being understood and agreed that these covenants and agreements shall run with the land and apply to all subsequent land owners or lessees.

IN WITNESS WHEREC	F, the Grantor(s) hav	ve hereunto set	their hands	this	_ day of
	, 20				
			(GRANTOR(S	S) SIGNATURE
STATE OF WASHINGTON)				
COUNTY OF SPOKANE) ss.)				
On this day of State of Washington, acknowledged the foregoing ins uses and purposes therein men	trument to be the fre		and the second		
IN WITNESS WHEREC)F, I have hereunto s	set my hand and	d affixed my	official seal	the day and

year first above written.

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

My commission expires

Avigation Easement 5/08

Page 2 of 2

Spokane International Airport & Felts Field Airport

Return to Minutes

Spokane Park Board Briefing Paper



Committee	Riverfront Park	Committee meeting date: 3/11/24		
Requester	Fianna Dickson	Phone number:6297		
Type of agenda item	OConsent ODiscussion	O Information O Action		
Type of contract/agreement	ONew ORenewal/ext. O	Lease OAmendment/change order OOther		
City Clerks file (OPR or policy #)	2017-0872			
Master Plan Goal,Objective,Strategy (click for link to adopted plan)	Capital Investments, Inland NW living, District 1	Master Plan Priority Tier: First (pg. 171-175)		
Item title : (Use exact language noted on the agenda)	Campaign for Riverfront Spoka	ne Amendment/Extension		
Begin/end dates	Begins: 03/14/2024	Ends: 12/31/2025 06/01/2525		
Background/history: Parks & Recreation entered into an agreement in 2017 with the Spokane Parks Foundation specific to the Campaign for Riverfront Spokane, to raise funds to expand upon the bond deliverables. This amendment/extension provides adjustments to the campaign priority projects and additional time for their completion. It also clarifies how the campaign will conclude.				
Motion wording: Approve the contract amendment/extension	ion with the Spokane Parks Fou	ndation for the Campaign for Riverfont Spokane.		
Approvals/signatures outside Parks:	💽 Yes 🔿 No			
If so, who/what department, agency or c				
Name: Yvonne Trudeau	Email address: yvonne@spoka	aneparksfoundation.org Phone: (509)280-1664		
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Fianna Dickson Grant Management Department/Name:	Jon Moc	þġ		
Fiscal impact: 🔘 Expenditure	Revenue			
Amount:	Budget code: 1400-30210-7	6103-34797		
Vendor: O Existing vendor	O New vendor			
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp	City of Spokane	for new contractors/consultants/vendors forms (for new contractors/consultants/vendors ance Certificate (min. \$1 million in General Liability)		

City Clerk's No. OPR 2017-0872



CITY OF SPOKANE PARKS AND RECREATION

CONTRACT AMENDMENT/EXTENSION

Title: RIVERFRONT PARK CAMPAIGN AGREEMENT

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **SPOKANE PARKS FOUNDATION**, a Washington State nonprofit, tax-exempt corporation, whose address is PO Box 2021, 315 West Mission Avenue, Suite 26, Spokane, Washington 99210, as ("Parks Foundation"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an agreement concerning the Riverfront Park Campaign to raise funds to help support a newly rebuilt Riverfront Park (RFP); and

WHEREAS, additional work is needed, thus, and the Contract needs to be formally Amended by this written document; and

WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated November 17, 2017 and November 27, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. CONTRACT TERM.

This Contract Amendment / Extension shall run through December 31, 2025.

3. AMENDMENT.

The original Contract if hereby amended as follows:

3.1. PERFORMANCE

The City has updated the previous/original Riverfront Park Capital Campaign Project List and Recognition Opportunities (Appendix B) that may be funded by Donor Designated Funds. Dollar amounts are only estimates, and can vary significantly based on rising construction, supply, and labor costs. The new priority project list is as follows:

Updated Tier One Projects:

Fully Funded (Providence Playscape)
Fully Funded
Fully Funded (Hooptown USA Basketball Court)
Build cost ~\$750,000/Fundraising goal \$850,000
Remove from Project List
Added

Updated Tier Two Projects:

- Art Installation Blue Bridge Restoration Red Wagon meadow boardwalk North Bank river overlook Forestry Shelter Post Street south picnic shelter North picnic shelter Tour Train
- Remove from Project List Remove from Project List

Updated Recognition Opportunities:

Bench plaques Carousel animal plaques Forestry shelter plaques Fence charms Promenade pavers Party rooms at the Carrousel and Numerica Skate Ribbon

Undesignated Donations:

Campaign for Riverfront Spokane Donations not designated for a specific project will be used to fund updated Tier One projects first. Any remaining undesignated funds will be used to complete other projects in Riverfront Park so long as both the Executive Director of the Parks Foundation, and City Director of Parks and Recreation, agree that project conforms to donor intent.

3.2 COMPENSATION

<u>Payment of Administrative Fee</u>. As provided in this Contract, the Parks Foundation will continue to retain a five percent (5%) administrative fee of

- All Donations and future campaign pledge payments received prior to the Contract termination date
- All Donations pledged prior to the Contract termination date but received after

As provided in the City and Parks Foundation Memorandum of Understanding (Appendix C), the Parks Foundation will retain a ten percent (10%) administrative fee of all Riverfront Park designated donations and future pledge payments received or pledged after the Contract termination date.

<u>Payment of Expenses</u>. In addition to the Administrative Fee, the Park Foundation shall be entitled to deduct expenses reasonably related to its fundraising activities pursuant to this Contract (i.e. marketing materials, donor cultivation and recognition). The City shall have no obligation to reimburse any costs or expenses incurred by the Parks Foundation in fulfilling its obligations under this Contract.

4. PERIODIC PARKS FOUNDATION REPORTING.

At least quarterly, the Parks Foundation shall advise the City of the Donor Designated Funds available for use in Riverfront Park, including any expressions of Donor intent which limit the use of any of such Funds. The City and Parks Foundation will jointly identify RFP Future Fund projects and programs that conform to Donor intent. So long as both the Executive Director of the Parks Foundation, and City Director of Parks and Recreation agree that a RFP Future Fund project or program conforms to the specified Donor intent, the City shall have the right to invoice the Parks Foundation for a Donor Designated Fund request. The Parks Foundation will pay such invoice via **direct deposit/ACH** within thirty (30) days after receipt of such invoice, except as provided by state law. Any RFP unrestricted funds will be used to complete Tier One projects first. Remaining RFP unrestricted funds not spent on Tier One projects will be transferred to the City upon the Contract termination date.

5. TERMINATION.

- a. Per this contract, the Campaign will be deemed complete on December 31, 2025.
- b. At that time, the Parks Foundation will transfer the RFP Future Fund and any remaining RFP unrestricted funds collected by the Parks Foundation, less applicable Administrative Fees and Campaign Expenses, to the City or its designee into an account to be used solely for Riverfront Park.
- c. The Parks Foundation will inform the City in writing of any restrictions on the use of such funds by donors.
- d. Once transferred, the City shall have the right to select the projects, programs, or uses to which the donor designated funds are applied, as long as they align with any Donor restrictions.
- e. The City shall have the right to consolidate the remaining RFP unrestricted funds into the RFP Future Fund, and to maintain those funds at the City or transfer those funds into another non-profit account used solely for Riverfront Park.
- f. The Parks Foundation will transfer recognition pieces specific to Riverfront Park to the Friends of Riverfront Park or another non-profit of the City's choice.
- g. Either party may terminate the Contract without cause by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay for all work on projects or programs previously authorized and performed prior to the termination date.

6. DEBARMENT AND SUSPENSION.

The Parks Foundation certifies that it is not debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

SPOKANE PARKS FOUNDATION

CITY OF SPOKANE PARKS AND RECREATION DIVISION

By		By	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Title		Title	
Attest:		Approved as to form:	
City Clerk		Assistant City Attorne	У
Attachments that are	part of this Agreement:		

Exhibit A – Certificate Regarding Debarment

Exhibit B - Riverfront Park Capital Campaign Project List and Recognition Opportunities from 2017

Exhibit C – City of Spokane Parks & Recreation and Spokane Parks Foundation Memorandum of Understanding

23-227

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

Spokane Parks Foundation Name of Subrecipient / Contractor / Consultant (Type or Print)	Riverfront Park Campaign Program Title (Type or Print)
Yvonne Trudeau	
Name of Certifying Official (Type or Print)	Signature
Executive Director	
Title of Certifying Official (Type or Print)	Date (Type or Print)



Spokane Park Board

2:15 p.m. Thursday, March 22, 2018 Conference Room 5A, 5th Floor City Hall 808 W. Spokane Falls Blvd, Spokane, Washington

Park Board Members:

- X Nick Sumner President Rick Chase – Vice President (call-in)
- X Leroy Eadie Secretary
- X Chris Wright
- X Ted McGregor Greta Gilman (absent/excused) Steve Salvatori (absent/excused)
- X Sally Lodato (call-in)
- X Jennifer Ogden Gerry Sperling (absent/excused)
- X Jamie SiJohn
- X Mike Fagan Council Liaison

Parks Staff:

Garrett Jones Berry Ellison Fianna Dickson Pamela Clarke

Guests:

Mayor David Condon Terri Fortner Carol Neupert (call-in) Yvonne Trudeau

MINUTES

1. <u>Roll Call</u>: Pamela Clarke See above

2. Action item:

A. Riverfront Park project list for use by the Spokane Parks Foundation on the Riverfront Park capital campaign - Leroy Eadie presented the three-tiered list of capital campaign projects as recommended by the Riverfront Park Redevelopment Executive Team. Once this list is approved by the Park Board, it will be provided to the Spokane Parks Foundation in their campaign to raise at least \$3 million for capital projects in the park. The group discussed the various projects and provided input on what projects should be the primary focus of the campaign team in raising funds. These projects of primary focus are referred to as Tier One projects. Tier Two projects are designed for individuals or entities whom are not interested in Tier One projects, but would like to make donations. The third category is termed Recognition Opportunities which are smaller projects ranging from \$100 to \$10,000 per donation. In addition to Park Board and staff input, special guests attended the meeting to provide their suggestions and recommendations regarding the proposed campaign list. Guests included Mayor David Condon, and members of the Parks Foundation, including Carol Neupert, Terri Fortner and Yvonne Trudeau. Modifications to the proposed list included: 1) eliminate the word "Inclusive" from the Playground on West Havermale Island; 2) move Signature basketball court(s) to Tier One; 3) separate Dog Park, two picnic shelters and the Forestry Shelter into separate projects: 4) move the Dog Park to Tier One; 5) move the Forestry Shelter to Tier Two; 6) move two Sentinel picnic shelters to Tier Two; 7) move art installation to Tier Two; 8) change "Painting the Blue Bridge" to "Blue Bridge restoration"; and 9) add a range of \$500,000 to \$800,000 for the Playground on West Havermale Island.

<u>Motion #1</u> – Nick Sumner moved to approve the Riverfront Park Capital Campaign list as modified and presented at the Park Board meeting.

Ted McGregor seconded. Motion pass unanimously.

3. Adjournment: The meeting adjourned at 3:56 p.m.

Minutes approved by: Leroy Eadie, Director of Parks and Recreation

Draft Riverfront Park Capital Campaign Project List (as modified by RFP Redevelopment Executive Team on 3/12)

The goal of the Riverfront Park Campaign is to raise at least \$3 million.

Tier One Projects (\$3 million)

These are the primary projects which the Capital Campaign will focus. They include:

• South Butterfly

Description: Parks and Recreation has committed to fund the north butterfly. The second butterfly is in pieces and stored on the north bank. The idea is that funding will be secured through the Campaign to rebuild and relocate the second butterfly in the Red Wagon Meadow.

Cost: As the north butterfly is being rebuilt and reinstalled, more will be known about the exact costs. At this point to cover all potential costs, the fundraising target is \$250,000.

• Inclusive Playground on West Havermale Island

Description: This new playground will be located in the area of the old YMCA parking lot. This playground will be designed for a younger age group than the Ice Age Floods Playground on the North Bank. The playground will be designed to be inclusive and meet the needs of all children regardless of physical ability.

Cost: \$500,000

• Interpretive Signage

Description: Interpretive signage will be used throughout Riverfront Park to tell the many stories and history of the park with a prominent location on the Spokane River. This project may not be limited to physical signage as other mediums may be used to tell the geologic history, tribal history, settlement stories, railroad development, success of Expo '74, and other stories as deemed important. **Cost**: \$250,000

• Art Installation

Description: The Campaign will seek donors whom are interested in donating a significant piece of art for Riverfront Park. The art location will be consistent with the Riverfront Park Art Plan, as adopted by the Park Board and approved through the Joint Arts Committee.

Cost: The cost has not been determined, but it is anticipated that art pieces will not be accepted that have a market value less than \$100,000.

• Dog Park/Sentinel & Forestry Shelters Restoration or Reinvention

Description: The need to have a fenced dog park within Riverfront Park has been identified often over the past several years. Although the exact location needs further vetting, one location that

appears to have potential is just north of the Forestry Shelter. It may be possible to integrate the dog park with the restoration of the Forestry Shelter. The other two park shelters which need restoration or reinvention are the sentinels that are located along the river on the south side of Post Street Bridge and the north side of the suspension bridges near the Upper Falls Condominiums. Depending on the donor, it is possible these projects could be separated.

Cost: \$600,000. This number is most likely low and needs more work to be accurate. The dog park alone will most likely be in the \$150,000 - \$200,000 range.

Tier Two Projects

These projects will only be presented to donors that have no interest in Tier One projects.

- Signature Basketball Courts potentially located on the North Bank. Cost is estimated at \$200,000.
- **Tour Train** \$150,000 has already been donated by BNSF. Total cost is roughly \$500,000.
- Painting of the Blue Bridge Cost is estimated at \$1 million.
- **Red Wagon Meadow Boardwalk** as designed by Berger Partnership, has a cost estimated at \$250,000.
- North Bank River Overlook as designed by Berger Partnership, has a cost estimated at \$250,000.

Projects less than \$50,000

These projects will be made available during the public portion of the Campaign.

- **Looff Carrousel animals:** Donors will be able to have their name located on the deck below the horse they are sponsoring. This may be a donation in the \$10,000 range.
- **Promenade walkway pavers:** Donors will have their name engraved in the Promenade pavers. This may be a donation in the \$100 range.
- Art signs: This is an opportunity for donors to sponsor an art sign that identifies a piece of art in Riverfront Park. All art signs will consistent with the design called out in the Riverfront Park Art Plan. This may be a donation in the \$1,000 range.

Riverfront Park Capital Campaign Project List

(as approved by the Spokane Park Board March 22, 2018)

Tier One Projects - \$3 million (Primary focus)

South Butterfly Playground on West Havermale Island Interpretive signage Signature basketball court(s) Dog Park Tour Train Tier Two Projects (Donors not interested in Tier One)

Art installation Blue Bridge restoration Red Wagon meadow boardwalk North Bank river overlook Forestry Shelter Post Street Sentinel picnic shelter North Sentinel picnic shelter **Recognition Opportunities**

(Projects less than \$50,000)

Looff Carrousel animals Promenade walkway pavers Art signs

MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding ("MOU") is between the CITY OF SPOKANE, a Washington municipal corporation, acting through its Parks and Recreation Division ("City") and the SPOKANE PARKS FOUNDATION, a Washington non-profit corporation ("Foundation"). For the purposes of this MOU the "Effective Date" shall be the date this MOU is fully executed by both City and Foundation.

City owns, operates and/or maintains, through its Parks and Recreation Division, parks and other recreational and entertainment facilities, and operates a variety of related programs and services ("Parks & Programs"). Foundation's purpose is to foster, encourage, and receive gifts, legacies, and devises (outright or in trust) to be used to make grants to acquire, provide, improve and equip park and recreational facilities for the public in Spokane and its adjacent areas within Spokane County; as well as to sponsor, assist or cooperate in and provide recreational, athletic, educational and scientific programs for the public in said areas.

City and Foundation desire to set forth their agreement regarding the use of funds raised by the Foundation specifically restricted for use by the City to operate the Parks & Programs.

NOW THEREFORE, in consideration of the mutual covenants, mutual benefits and synergistic effect created by entering this MOU, City and Foundation agree as follow:

- <u>Role of City</u>. City owns, operates and maintains Parks & Programs for the benefit of the public and the City of Spokane. City will work independently, and also with Foundation, to solicit donations, recruit, manage and coordinate volunteer services for the Parks & Programs in compliance with this MOU and City's policies and project requirements. The parties acknowledge City may solicit donations, and recruit, manage and coordinate volunteer services to benefit Parks & Programs independent of the oversight and fundraising activities of Foundation. For both General and Specific Donations (as defined below) City will comply with donor intent, as conveyed to City by Foundation.
- 2. Role of Foundation. Foundation will work with City to solicit donations, recruit, manage and coordinate volunteer services for Parks & Programs in compliance with this MOU and City's policies and project requirements. Foundation will at all times maintain its status as a Washington nonprofit corporation exempt from federal income tax pursuant to \$501(c)(3) of the Internal Revenue code to which contributions are deductible under §§170, 2055, and 2522 of the Internal Revenue Code. Foundation solicits and receives restricted and unrestricted charitable donations from donors. A restricted donation is one the donor designates for a specific purpose or project. Unrestricted donations are made without restriction and may be used as Foundation sees fit consistent with Foundation's taxexempt purpose. This MOU only deals with gifts solicited and received by Foundation that are restricted by the donor to be used for Parks & Programs, i.e., restricted donations. Such donations are "General Donations" as defined below. A donor may further restrict their donation to a particular purpose or project within Parks & Programs, which are referred to below as "Specific Donations". Foundation will retain its usual and customary administrative fee from donations it receives for Parks & Programs, unless another administrative fee is specified in a separate agreement (such as a campaign agreement) between City and Foundation applicable to the donation.

- 3. <u>Donations</u>. Pursuant to the terms of this MOU, City may request, and Foundation may agree, to solicit and collect donations to support, enhance and promote Parks & Programs. Donations collected by Foundation are either "Specific Donations" or "General Donations" as these terms are defined herein. The collection, stewardship and allocation of donations will be carried out in a manner specific to the assigned category of each donation.
- 4. <u>Specific Donations</u>. Specific Donations are donations City requests Foundation to solicit and receive for specific programs or projects. If Foundation agrees to collect donations for a specific project or program, City and Foundation shall enter into a separate agreement (such as a campaign agreement), which details the project(s) or program(s) that benefit from such donations, the method and term of soliciting and collecting the donations, the stewardship and allocation of the donations, and Foundation's fee for providing its services. As of the Effective Date, City and Foundation are parties to the following agreements for Specific Donations:
 - a. Riverfront Park Campaign Agreement, under City Clerk's No. DPR-2017-0872.
 - b. The City of Spokane Memorial Bench Project Agreement as set forth in *Appendix A*, attached to this MOU.
- 5. <u>General Donations</u>. General Donations are donations to Foundation the donor designates for Parks & Programs that are not Specific Donations, i.e., are not solicited and received pursuant to a separate agreement as provided in paragraph 4, above. A donor of a General Donation, may, but need not designate their donation be used for a specific program or project within Parks & Programs. Without prior approval by City, Foundation may recruit, manage and coordinate volunteer services in connection with the solicitation and collection of General Donations, so long as such activities are at no cost to City. Upon request of City, Foundation will release General Donations to City, less the administrative fee retained by Foundation. City shall determine, subject to complying with donor intent, how to spend General Donations on Parks & Programs consistent with City's master plan.
- 6. <u>Collaboration and Information Sharing</u>. To carry-out the terms of this MOU, the parties agree to the following terms regarding collaboration and information sharing:
 - a. Pursuant to the bylaws of Foundation, a current member of the Park Board of the City of Spokane is appointed to Foundation's governing board. Furthermore, a representative of Foundation is invited to attend all meetings of the Park Board. This process enables the sharing of information relating to solicitation, receipt and expenditure of General and Specific Donations.
 - b. At least monthly Foundation will (i) share its financial statements and minutes of its board meetings with City, except for minutes taken during executive sessions, and (ii) provide City with an accounting of General Donations. Foundation will provide this information to the member of the Park Board serving on the Foundation's governing board.
 - c. Upon request of Foundation, City shall timely provide Foundation with City's (i) strategic and/or master plan(s) for Parks & Programs, and all amendments and revisions to such plans, and (ii) City's policies and project requirements applicable to Foundation's role under this MOU.

- d. If City requests Foundation to raise Specific Donations for a capital project, City shall provide Foundation with all material information pertaining to construction, maintenance and operation of the capital project, including requirements, restrictions, projected costs and timelines, additional funding sources, and a funding plan. If Foundation elects to engage in fundraising for the proposed capital project, the parties will negotiate a separate agreement setting forth the terms under which Foundation will participate in raising money for the project.
- e. City may, but is not required to, notify Foundation of other organizations that plan to undertake events or activities intended to assist and improve Parks & Programs. City may, but is not required to, require such other organizations to collaborate with Foundation on any events or activities that are primarily intended to benefit Parks & Programs.
- f. City may, but is not required to, provide, at no cost to Foundation, Foundation access, to City's parks and recreation facilities for Foundation fund raising purposes intended to benefit Parks & Programs.
- g. At the discretion of the Director of the Parks and Recreation Division, and consistent with state and federal law, City may, but is not required to, assist Foundation with Foundation activities intended to benefit Parks & Programs. Such activities include, but are not limited to, tours of City parks, coordination of volunteers to clean up City parks, and events intended to create awareness of Foundation and its role in supporting Parks & Programs (pop up events).
- h. City may, but is not required to, notify Foundation and provide Foundation with information necessary to determine the best methods for securing the donations when City becomes aware of donations, actual or potential, intended to benefit Parks & Programs. City and Foundation may collaborate in pursuing such donations so as to maximize the benefit to Parks & Programs.
- i. When promoting Parks & Programs, Foundation shall comply with City's communications/social media policy, and City's naming policy, as both may be amended from time to time.
- j. City will recognize gifts received from or through Foundation in City's annual report.
- 7. <u>Notice of Non-Compliance</u>. In the event of non-compliance with any provision of this MOU, the non-breaching party shall notify the other party in writing of the event or practice the non-breaching party believes does not comply with this MOU. The other party shall, within 15 days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the non-breaching party that the other party is in compliance. In the event the allegedly breaching party fails to comply within this time period, the non-breaching party may, at its option, terminate this MOU by providing written notice of such termination to the breaching party.
 - a. In the event of termination under this Section 7, Foundation shall provide City with an accounting of all funds held by Foundation, including any Specific or General Donations held by Foundation. Any agreement for Specific Donations shall survive the termination of this MOU as consistent with the terms of such agreement. General Donations will be disbursed pursuant to Section 5 of this MOU.

- 8. <u>Term & Termination</u>. This MOU shall become effective upon execution by both parties and shall terminate on December 31, 2025, unless earlier terminated. This MOU may be terminated by either party, without cause, on at least sixty (60) days prior written notice. In the event of termination, the parties shall have the same obligations as set forth in Section 7.a of this MOU.
- <u>Ownership/Use after Project Completion</u>. All Parks & Programs projects funded with donations raised by Foundation will be owned and maintained by City and used according to City policies.
- 10. <u>Assignment</u>. Neither party may assign, transfer, or subcontract, in whole or in part, its interest in this MOU without the prior written consent of the other party.
- 11. <u>Anti-Kickback</u>. No officer or employee of the City or Foundation, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in this MOU.
- 12. <u>Indemnification</u>. Each party shall be responsible for any and all acts and omissions of its staff, employees, officers, agents and independent contractors. Each party shall defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this MOU.
- 13. <u>Nondiscrimination</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- 14. <u>Entire Agreement and Amendment</u>. This MOU and its appendices represent the entire agreement of the parties with respect to the matters specified herein.
- 15. <u>Governing Law and Venue</u>. This MOU is governed by and construed under the laws of the State of Washington. Venue for any actions arising under this MOU shall be in Spokane County, Washington.
- 16. <u>Severability</u>. Any provision of this MOU that is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this MOU.

17. <u>Contact Information</u>. All notices and communications between City and Foundation pursuant to this MOU shall be directed as follows:

If to City:

City of Spokane Parks & Recreation Attn: Director of Parks & Recreation 80 W Spokane Falls Blvd, Spokane, Washington 99201

If to Foundation: Spokane Parks Foundation Attention: Executive Director P.O. Box 8127 Spokane, Washington 99203

CITY OF SPOKANE PARKS AND RECREATION DIVISION

a Washington municipal corporation

Ву	Date
(Name)	
(Title)	
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
SPOKANE PARKS FOUNDATION a Washington non-profit corporation	
Ву	_ Date
(Name)	_
(Title)	_

Appendix A



City of Spokane Memorial Bench Program

The City of Spokane Parks and Recreation Division has transitioned their memorial bench program to the Spokane Parks Foundation for management and stewardship. As such, the Spokane Parks Foundation will take on the following responsibilities:

- 1. Accept a minimum donation of \$5000 per memorial bench. This donation amount includes the cost of a standard bench, site prep, installation and future repairs, as well as Foundation's administrative fee and the cost of the recognition plaque.
- 2. Work with the donor to receive the donation and complete the Memorial Bench Donation Form
- 3. Determine donor wishes for bench location and text for recognition plaque
- 4. Request approval from the City on site location and plaque text
- 5. Work with an engraver and the donor to finalize the recognition plaque
- 6. Provide the recognition plaque to the City for installation
- 7. From each donation Foundation will retain 10% as its administrative fee, and will purchase the recognition plaque. Remaining funds will be placed in a designated account; the Memorial Bench Program fund. Upon receipt of appropriate invoices, Foundation will reimburse the City of Spokane Parks and Recreation Division from the Memorial Bench Program fund the cost of the bench, site preparation and installation. Funds remaining after paying these expenses, if any, will be retained in the Memorial Bench Program account to be used for bench repairs. Foundation will have no liability to pay for bench repairs beyond funds in the Memorial Bench Program account.
- 8. SPF will report to the City the account balance in the Memorial Bench Program fund once per quarter. This account reporting will be done at the same time that SPF reports its other financial reports to the City and Park Board.

The City of Spokane agrees to:

- 1. Provide a master list of available bench sites throughout the park system
- 2. Install approved memorial benches and recognition plaques

3. Invoice the Foundation for any expenses associated with bench purchase, site prep, installation, and future repairs.

Return to Minutes

Spokane Park Board Briefing Paper



Requester Mark Poirier Phone number:509.625.4653 Type of agenda item Consent Discussion Information Act Type of contract/agreement Okew Renewal/ext. Lease Annendment/change order Ot City Clerks file (OPR or policy #) Master Plan Goal, Objective, Strategy N/A Master Plan Priority Tier. N/A Master Plan Goal, Objective, Strategy N/A Master Plan Priority Tier. N/A Item title: Use scatt language noted on the adopted plan) John Deere equipment purchase 2750 E-Cut Hybrid Triplex Mower \$71.028. (plus applicable sales tax) Begin/end dates Begins: Ends: 06/01/2 Background/history: Golf continues to strive toward strategically replacing very old pieces of equipment that are well past their life expectancy. Triplexes are greens/tees mowers that are tasked with cutting the most refined playing turf on the g course. Greens conditions are the #1 priority for us, and this unit will help us to continue to provide the playing conditions customers want. Motion to approve the John Deere equipment purchase 2750 E-Cut Hybrid Triplex Mower \$71.0128.73 (plus applicable sales tax) Phone: Approvals/signatures outside Parks: Yes< No No If so, who/what department, agency or company: Name: Email address:	Committee	Golf	Com	mittee meeting date: 3	.12.24
Type of contract/agreement Image: Contract/agreement Image	Requester	Mark Poirier			
City Clerks file (OPR or policy #) Master Plan Goal,Objective,Strategy N/A Master Plan Priority Tier: N/A Master Plan Goal,Objective,Strategy N/A Master Plan Priority Tier: N/A Item title: (Use exact language noted on the agenda) John Deere equipment purchase 2750 E-Cut Hybrid Triplex Mower \$71,028. (plus applicable sales tax) Begin/end dates Begins: Ends: 06/01/2 Background/history: Golf Continues to strive toward strategically replacing very old pieces of equipment that are well pas their life expectancy. Triplexes are greens/tees mowers that are tasked with cutting the most refined playing turf on the g course. Greens conditions are the #1 priority for us, and this unit will help us to continue to provide the playing conditions customers want. Motion to approve the John Deere equipment purchase 2750 E-Cut Hybrid Triplex Mower \$71,0128.73 (plus applicable sales tax) Approvals/signatures outside Parks: Yes Marker - Accounting Thea Prince Parks - Accounting Parks - Sarah Deartich Requester: Mark Poirier Revenue Grant Management Department/Name: Budget code: Fiscal impact: (•) Expenditure Revenue Amount: Stapenditure S71,028.73 (plus applicable sales tax) 4600-55100-9400-56203	Type of agenda item	OConsent (Discussion	OInformation	Action
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Instruction	City Clerks file (OPR or policy #)				
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Amount: Budget code: \$71,028.73 (plus applicable sales tax) 4600-55100-9400-56203	Parks – Accounting Parks – Sarah Deatrich Requester: Mark Poirier		Thea Prince		
\$71,028.73 (plus applicable sales tax) 4600-55100-9400-56203	Fiscal impact: 💿 Expenditure	🔘 Revenue			
				56203	
vendor: (•) Existing vendor (•) New vendor	Vendor: • Existing vendor	O New vendor			
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) W-9 (for new contractors/consultants/vendors Contractor is on the City's A&E Roster - City of Spokane ACH Forms (for new contractors/consultants/vendors UBI: Business license expiration date: Insurance Certificate (min. \$1 million in General Liability)	Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	ity of Spokane	ACH Forms	(for new contractors/consu	ltants/vendors



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company	For any questions, please contact:		
2000 John Deere Run Cary, NC 27513	Steve Lebsack		
☐ Signature on all LOIs and POs with a	Pacific Golf & Turf LLC 6206 E Trent Ave Bld 2 St-a Spokane, WA 99212		
signature line Contract name or number; or JD Quote ID	Tel: 509-879-5117 Email: slebsack@pacificgolfturf.com		
Sold to street address			
 Ship to street address (no PO box) Bill to contact name and phone number Bill to address 			
Bill to email address (required to send the inverse exemption certificate	oice and/or to obtain the tax		
Membership number if required by the contract	pt		

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.





Quote Id: 30421081

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Pacific Golf & Turf LLC 6206 E Trent Ave Bld 2 St-a Spokane, WA 99212

509-879-5117

WTaft@pacificgolfturf.com

22 February 2024 3225 N COLUMBIA CIR SPOKANE, WA 99205

Mark-

I have attached the Washington State Lawn and Grounds (05218) contract pricing for 2024.

John Deere updated the pricing for the Wa State Lawn and Grounds Contract February 1st 2024.

This has changed the pricing for the new 2024 John Deere 2750 triplex mower from the November 2023 quote I gave you when it was \$68,627.77 to the new quote from today Febraury 22nd 2024 to \$71,028.73 unfortunately.

Steve Lebsack 509-879-5117 Pacific Golf & Turf LLC





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Pacific Golf & Turf LLC 6206 E Trent Ave Bld 2 St-a Spokane, WA 99212 509-879-5117 WTaft@pacificgolfturf.com

Quote Summary

Prepared For: Delivering Dealer: CITY OF SPOKANE DOWN RIVER GOLF COURSE Pacific Golf & Turf LLC 3225 N COLUMBIA CIR Steve Lebsack 6206 E Trent Ave Bld 2 St-a SPOKANE, WA 99205 Business: 509-327-5269 Spokane, WA 99212 Phone: 509-879-5117 slebsack@pacificgolfturf.com Quote ID: 30421081 Created On: 22 February 2024 Last Modified On: 22 February 2024 **Expiration Date:** 23 March 2024 Selling Price Extended **Equipment Summary** Qty JOHN DEERE 2750 E-Cut Hybrid \$71,028.73 X 1 = \$71,028.73 **Triplex Mower** Contract: WA Lawn and Grounds 05218 (PG 4S CG 22)

Price Effective Date: February 1, 2023

Equipment Total

\$71,028.73

* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 71,028.73
	Trade In	
	SubTotal	\$ 71,028.73
	Sales Tax - (9.00%)	\$ 6,392.59
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 77,421.32
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 77,421.32

Accepted By : X _____



Selling Equipment



Quote Id: 30421081 Customer Name: CITY OF SPOKANE DOWN RIVER GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Pacific Golf & Turf LLC 6206 E Trent Ave Bld 2 St-a Spokane, WA 99212 509-879-5117 WTaft@pacificgolfturf.com

	JOHN DEERE	E 27	750 E-Cut	Hybrid Tr	iplex Mov	wer	
Hours:				-	-		
Stock Nu	umber:						
Contract	: WA Lawn and Grounds	052 ⁻	18 (PG 4S C	G 22)		S	elling Price *
Price Eff	ective Date: February 1,	202	23 `	,		\$	71,028.73
		* Pri	ce per item	- includes F	ees and No	n-contract	items
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	
1264TC	2750 E-Cut Hybrid Triplex Mower	1	\$ 59,314.00	22.50	\$ 13,345.65	\$ 45,968.35	\$ 45,968.35
		Star	ndard Option	s - Per Unit			
001A	United States and Canada	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLink™ Modem	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries (English / Spanish)	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
1040	Balloon Rounded Edge Smooth Tires and Wheels (20x10.00-10, 4 ply)	1	\$ 745.00	22.50	\$ 167.63	\$ 577.37	\$ 577.37
1193	Rear Wheel Assist - GRIP All-Wheel Drive	1	\$ 4,070.00	22.50	\$ 915.75	\$ 3,154.25	\$ 3,154.25
1203	Quick Adjust 5 (QA5) 11- blade Cutting Units	1	\$ 11,147.00	22.50	\$ 2,508.08	\$ 8,638.92	\$ 8,638.92
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	1	\$ 784.00	22.50	\$ 176.40	\$ 607.60	\$ 607.60
1490	Less Cutting Unit Counterweights	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
1601	50.8 mm (2-in.) Diameter Machined Smooth Solid Rollers	1	\$ 754.00	22.50	\$ 169.65	\$ 584.35	\$ 584.35
2010	Deluxe Suspension Seat with Left Side Armrest	1	\$ 2,143.00	22.50	\$ 482.18	\$ 1,660.82	\$ 1,660.82
3203	Cutting Unit Attaching Yokes and Translucent Yellow Grass Catchers	s 1	\$ 1,550.00	22.50	\$ 348.75	\$ 1,201.25	\$ 1,201.25
9742	Greens Tender Conditioner Shaft and Blades	1	\$ 1,350.00	22.50	\$ 303.75	\$ 1,046.25	\$ 1,046.25
9743	FTC / GTC / Front Rotary Brush Gear Drive	1	\$ 5,993.00	22.50	\$ 1,348.43	\$ 4,644.57	\$ 4,644.57



Selling Equipment



Quote Id: 30421081 Customer Name: CITY OF SPOKANE DOWN RIVER GOLF COURSE

TO (VENDO Deere & Co 2000 John Cary, NC 2 FED ID: 36	ompany Deere Run 17513	τυς	TO DE Pacifi 6206 Spoka 509-8	CURCHASE C C Golf & Tur E Trent Ave ane, WA 992 379-5117 t@pacificgo	f LLC Bld 2 St-a 212	T BE SENT	
9750	Rear Roller Power Brush Drive	1	\$ 1,846.00	22.50	\$ 415.35	\$ 1,430.65	\$ 1,430.65
9766	LED Work Light Kit	1	\$ 718.00	22.50	\$ 161.55	\$ 556.45	\$ 556.45
9769	Greens Mower Storage and Convenience Kit	1	\$ 560.00	22.50	\$ 126.00	\$ 434.00	\$ 434.00
9791	Rear Roller Power Brushes	1	\$ 676.00	22.50	\$ 152.10	\$ 523.90	\$ 523.90
	Standard Options Total		\$ 32,336.00		\$ 7,275.62	\$ 25,060.38	\$ 25,060.38
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
Total Sell	ing Price		\$ 91,650.00		\$ 20,621.27	\$ 71,028.73	\$ 71,028.73

Return to Minutes



Park Board Financials Year-End 2023



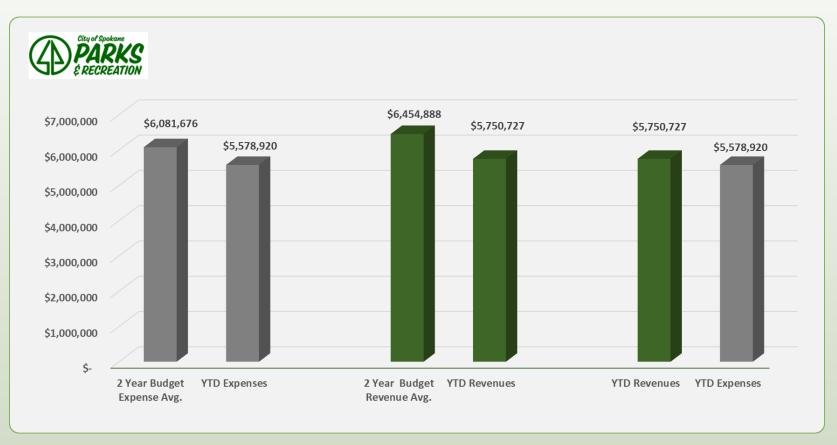
Parks Financials



Key Concepts:

- The 13th month had a net loss of \$358,527, slightly better than forecasted.
- In 2023, Parks earned 103% of budgeted revenues and spent 101% of budgeted expenses.
- For the year, revenues exceeded expenses by \$238,953.
- Note: Closing entries can still be posted against 2023 until May/June, which last year totaled around \$115,000 between March and June.

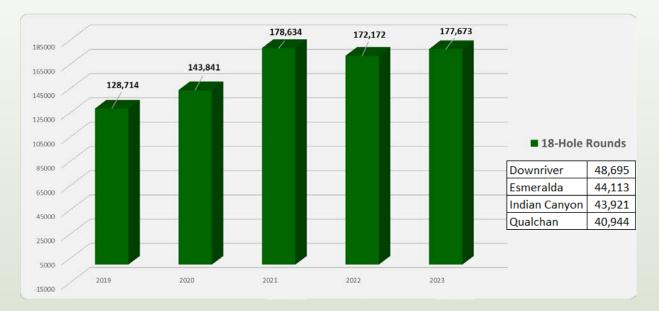
Golf Financials

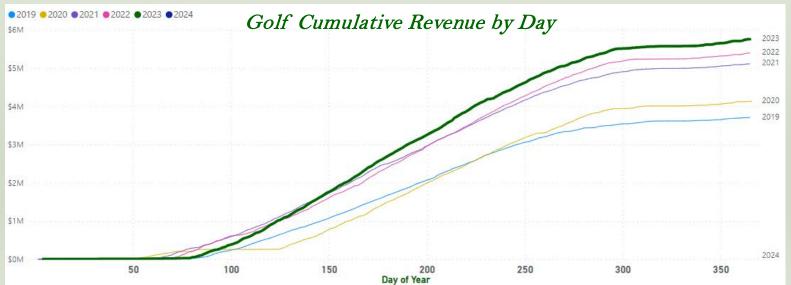


Key Concepts:

- Golf had a net loss of \$494,829 during the 13th month which was \$125,975 higher than last year. The largest increases were in maintenance costs for equipment repairs and higher payouts for the pro incentive payments due to the number of rounds played.
- For 2023, golf net income was flat with a net loss of \$41,617 excluding the facility improvement fee and debt payments, and a net gain of \$171,807 including the FIF.

Golf – Scorecard







Time To Celebrate an Amazing Year in Parks!!

Questions or Comments?

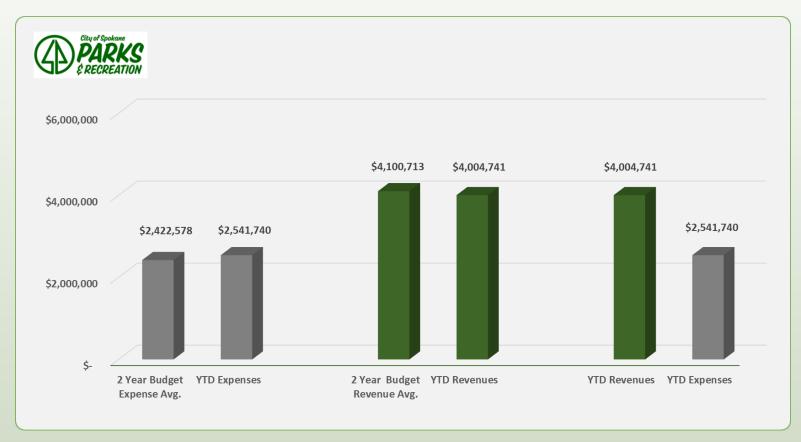


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CAD PARKS *©* **RECREATION**

February '24 Financials

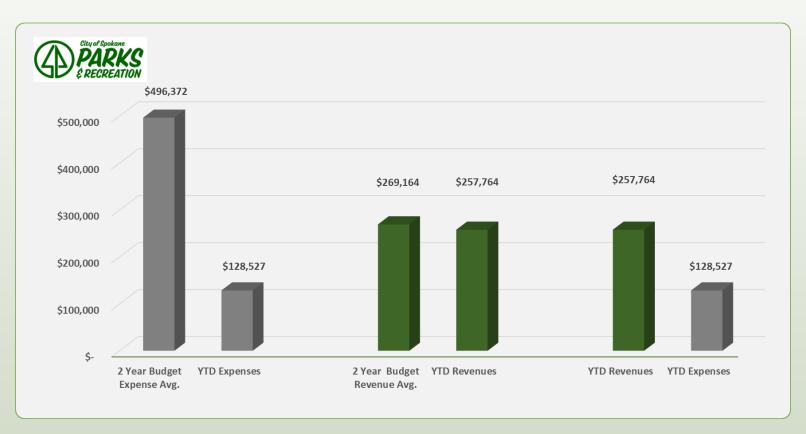
Parks Financials



Key Concepts:

- February had a net gain of \$516,699, which was very comparable to last February.
- YTD net operating income is \$70,788 ahead of 2023, while total net income is \$129,212 behind 2023 as we made a transfer to capital in January for \$200,000 to ensure we honor our capital commitments this year.

Golf Financials



Key Concepts:

- There were no courses open in February, so the majority of income is pre-season pass sales.
- The expense totals this month are misleading. We reversed an accrual for the pro incentive payments in February. This will correct itself in March, so current expenses are actually closer to \$300,000, which is still less than last year due to the beginning of the year tree removal work in 2023.



Questions Or Comments?

Return to Minutes

Spokane Park Board Briefing Paper



Committee	Golf Committee	Committee meeting date: March 12th, 2024			
Requester	Mark Poirier / Nick Hamad	Phone number: 509.363.5452			
Type of agenda item	OConsent ODiscussion	Information O Action			
Type of contract/agreement	●New ○Renewal/ext. ○	Lease OAmendment/change order OOther			
City Clerks file (OPR or policy #)					
Master Plan Goal,Objective,Strategy (Click HERE for link to the adopted plan)	N/A	Master Plan Priority Tier: N/A (pg. 171-175)			
Item title: (Use exact language noted on the agenda)	MJ Takisaki / Qualchan Golf C \$62,100.00 (plus applicable sa	ourse clubhouse restroom flood repair contract les tax).			
Begin/end dates	Begins: 03/14/2024	Ends: 11/29/2024 06/01/2525			
 Background/history: Construction contract with the low responsive bidder, MJ Takisaki for the renovation of the existing flood damaged restrooms within the Qualchan Golf Course Clubhouse. This contract will supply & install all new insulation, wall & ceiling board and wall tile within damage restrooms and vestibule. The contract will also clean & seal concrete flooring as well as clean and reinstall salvaged fixtures, furnishings & equipment to ensure a fully functional restrooms prior to April 12, 2024. 					
Motion wording: Motion to approve MJ Takisaki Qualchan Golf Course clubhouse restroom flood repair construction contract \$62,100.00 (plus applicable sales tax).					
Approvals/signatures outside Parks:	💽 Yes 🔿 No				
If so, who/what department, agency or co					
Name: Brian Urdahl	Email address: brianu@takis	aki.com Phone: 1.509.244.7080			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:	Mark Po Jason C				
Fiscal impact: • Expenditure	O Revenue				
Amount: \$62,100.00 (plus applicable sales tax)	Budget code: 4600-55100-9	94000-56203-48018			
Vendor: O Existing vendor	O New vendor				
Supporting documents: ✓ Quotes/solicitation (RFP, RFQ, RFB) ✓ Contractor is on the City's A&E Roster - C ✓ UBI: 601-029-413 Business license exp	City of Spokane 📃 ACH I	for new contractors/consultants/vendors Forms (for new contractors/consultants/vendors ance Certificate (min. \$1 million in General Liability)			

City Clerk's No. _____



City of Spokane

PUBLIC WORKS AGREEMENT

Title: QUALCHAN GOLF COURSE CLUBHOUSE RESTROOM FLOOD REPAIR

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **M.J. TAKISAKI, INC.**, whose address is 1620 North Mamer Road, Suite C100, Spokane Valley, Washington 99216, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is flood repair of the Qualchan Golf Course Clubhouse Restroom; and

WHEREAS, the Contractor was selected through an Invitation to Bid issued by the City; and

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

1. <u>TERM OF CONTRACT</u>. The term of this Contract begins on March 14, 2024, and ends on November 29, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. <u>TIME OF BEGINNING AND COMPLETION</u>. The Contractor shall begin the work outlined in Contractor's Quote ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Project substantial completion is required by the date established in the City's Invitation to Bid, any contract term beyond required substantial completion date exists to facilitate final project administrative closeout. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. <u>SCOPE OF WORK</u>. The Contractor's General Scope of Work for this Contract is described in Contractor's Response to the City's Invitation to Bid, which is attached as Exhibit B and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Qualchan Golf Course Clubhouse Restroom Flood Repair.**

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

4. <u>COMPENSATION</u>. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SIXTY-TWO THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$62,100.00)**, not including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

5. <u>PAYMENT</u>. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. <u>STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED</u>.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. <u>STATE PREVAILING WAGES</u>. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. <u>RETAINAGE IN LIEU OF BOND</u>. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

9. <u>PUBLIC WORKS REQUIREMENTS</u>. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

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

11. <u>INSURANCE</u>. During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and

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

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

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

the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. <u>CONTRACTOR'S WARRANTY</u>. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. <u>SUBCONTRACTOR RESPONSIBILITY</u>.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

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

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may

be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. <u>DEBARMENT AND SUSPENSION</u>. 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.

17. <u>ASSIGNMENTS</u>. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

18. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

19. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

21. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

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

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

24. <u>CONSTRUAL</u>. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning

any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

25. <u>MODIFICATIONS</u>. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. <u>INTEGRATION</u>. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. <u>FORCE MAJEURE</u>. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

M.J. TAKISAKI, INC.

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By Signature Date	By Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Contract: Exhibit A - Certification Regarding Debarment Exhibit B - Contractor's Response To Invitation	to Bid

24-046

EXHIBIT A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

M.J. Takisaki, Inc.	Qualchan Golf Course Clubhouse Restroom Flood Repair
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

EXHIBIT B



QUALCHAN (GOLF COURSE CLUBHOUSE RESTROC	OM FLOOD	RESTORATION	Wednesday, M				
	Description	Туре	UOM Quantity	MJ Takisaki	Bozco	Swinerton Construction	Interstate Restoration (First Onsite)	-
Base Bid	Flood Repairs	Base	ea 1	\$62,100.00	\$79,500.00	\$86,247.81	\$87,650.00	\$0.00
Тах	Sales Tax 9.0%	Base	ea 1	\$5,589.00	\$7,155.00	\$7,762.30	\$7,888.50	\$0.00
Total Extended			\$67,689.00	\$86,655.00	\$94,010.11	\$95,538.50	\$0.00	
NOTEC						no addendum		
NOTES			addendum accepted	addendum accepted addendum accepted accepted				

City of Spokane Invitation To Bid

BID

 TO:
 CITY OF SPOKANE, WASHINGTON

 PROJECT NAME:
 Qualchan Golf Course Clubhouse Restroom Flood Repair

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

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

BASE BID:	<u>\$ 62,100.00</u>	N/A	
SALES TAX (9 %)	\$\$	N/A	\$
TOTAL BASE BID PRICE:	\$\$	N/A	
TRENCH SAFETY SYSTEM,		N/A	\$
if excavation greater than four feet (4') deep:	\$	N/A	
		N/A	\$

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	MJTAKI*123CA
U.B.I. Number	601-029-413
Washington Employment Security Department Number	616189-00-1
Washington Excise Tax Registration Number	601-029-413
City of Spokane Business Registration Number	MJTAKI*123CA

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

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

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

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. (I YES) (I NO)

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

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

FIRM NAME: Brian Urdahl	
SIGNATURE:	
TITLE: Project Manager/Estimator	PHONE: (253) 625-4111 & (509) 244-7080
ADDRESS: 1620 N. Mamer Rd. Bldg. C, Suite 100 - Spo	okane Valley, WA 99216



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST _______MJ Takisaki

PROJECT TITLE: ______ Qualchan Golf Course Clubhouse Restroom Flood Repair

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

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$_____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____Great Floors

TYPE OF WORK/BID ITEM _____

AMOUNT \$_____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER ______

TYPE OF WORK/BID ITEM ______

AMOUNT \$_____

CONTRACTOR'S REGISTRATION NO.

□ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

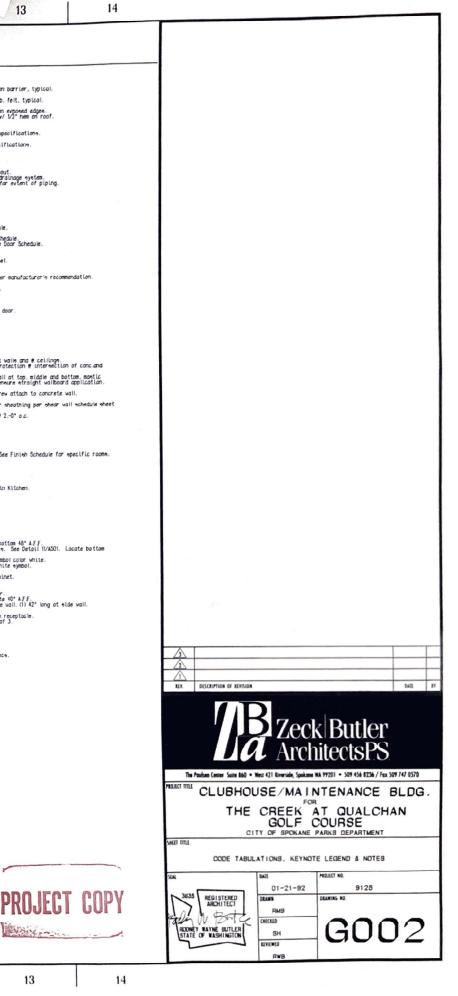
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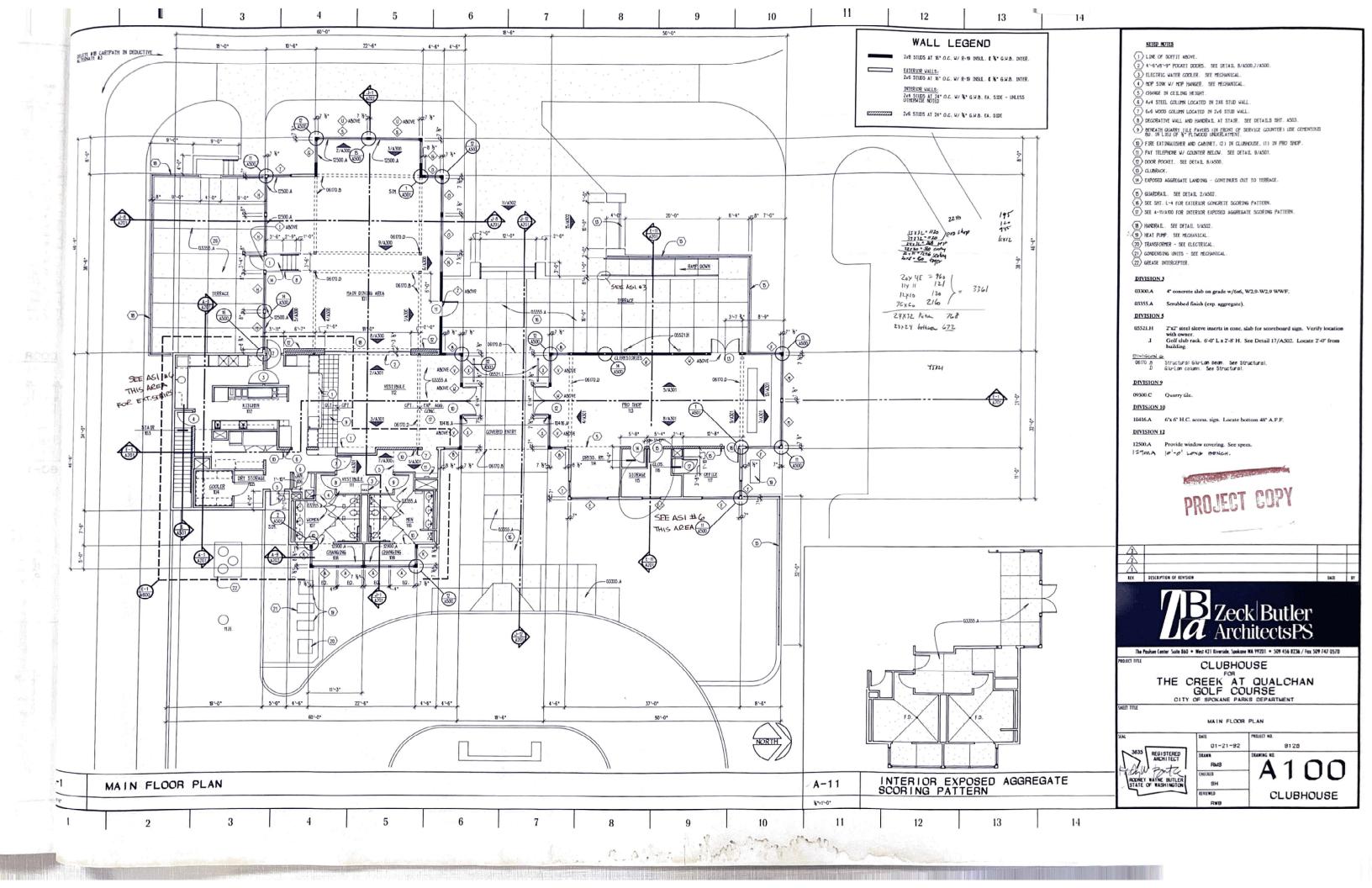


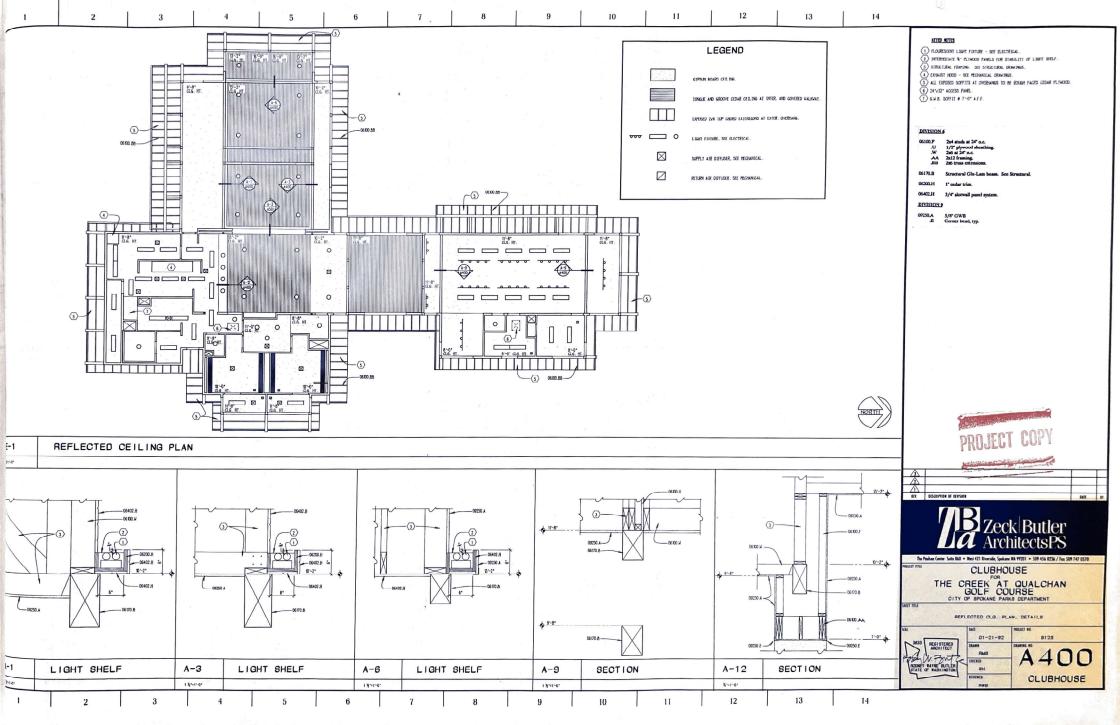
Date

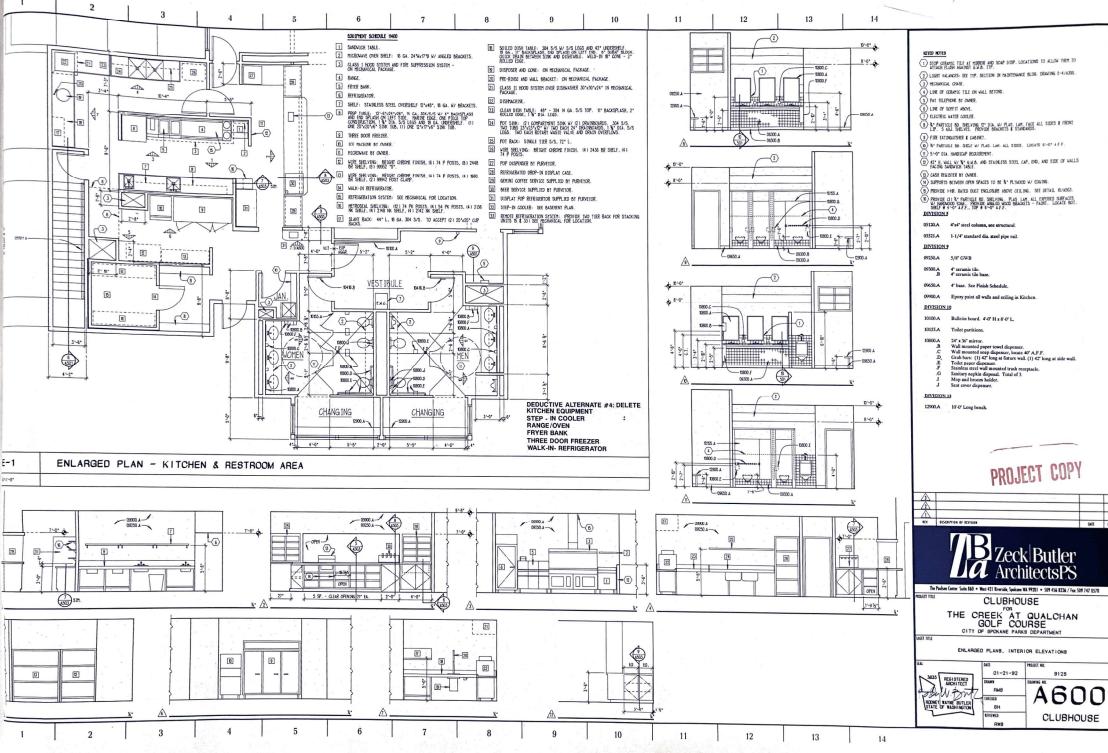
Signature of Authorized Representative

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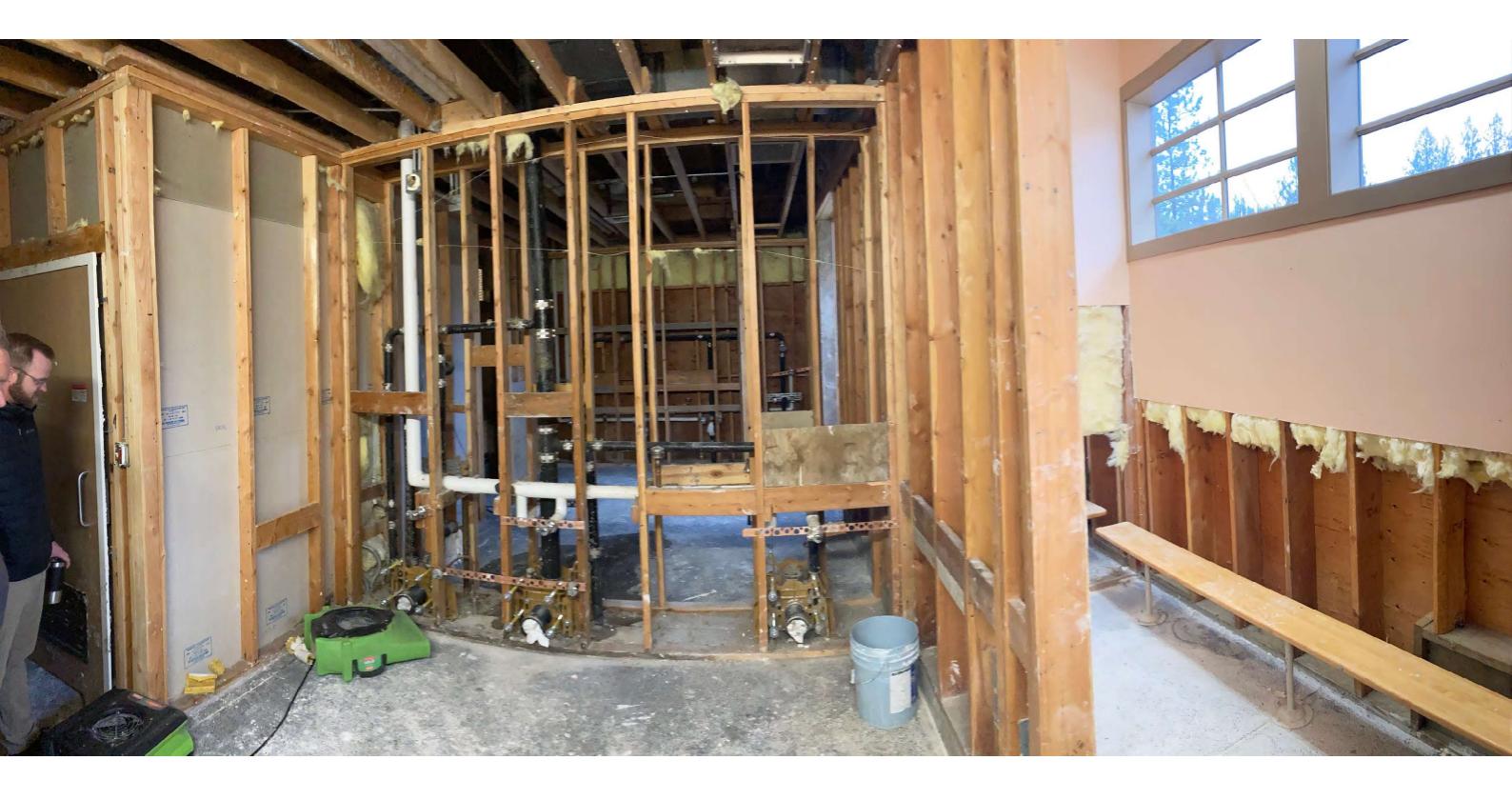




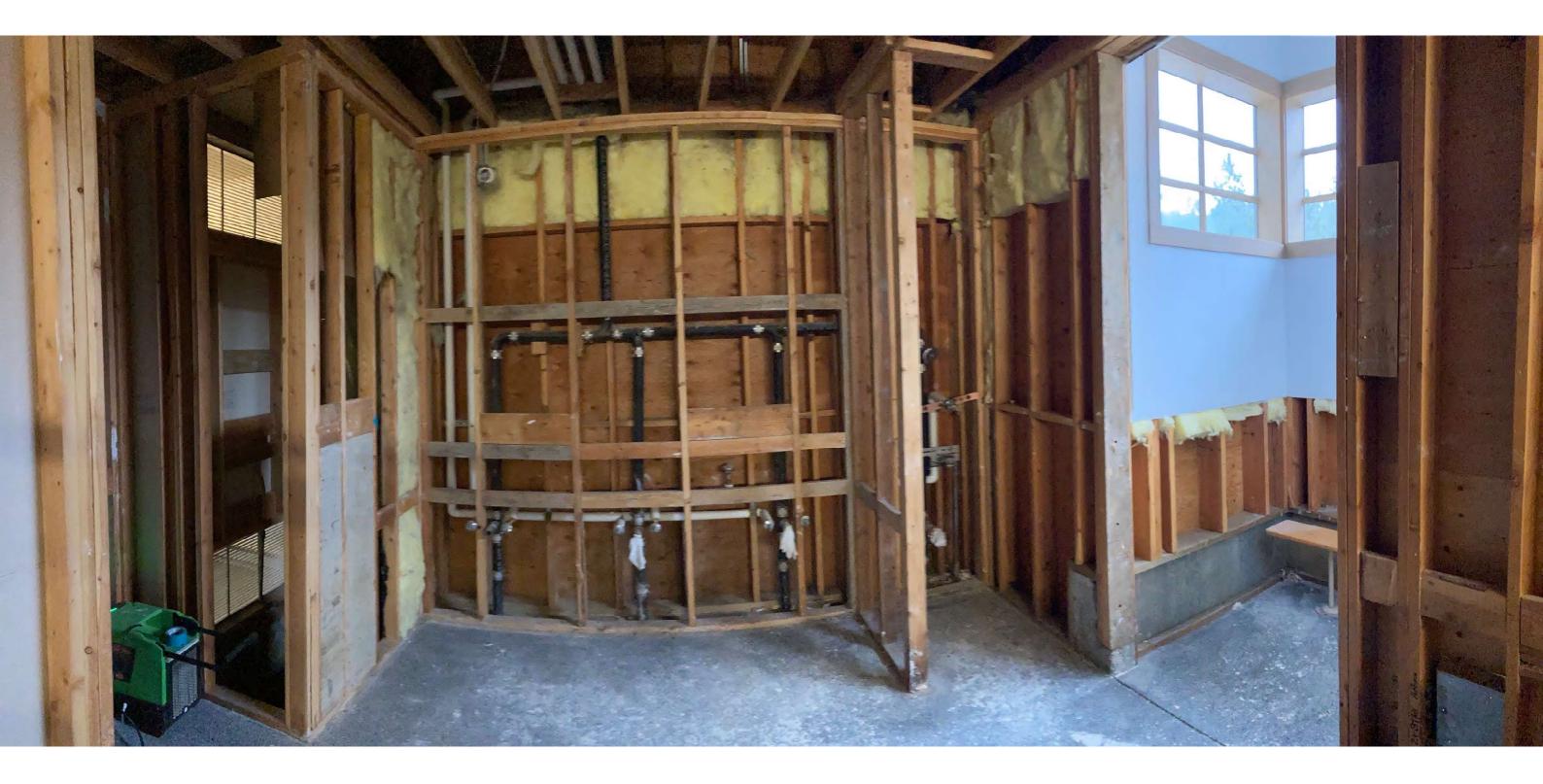


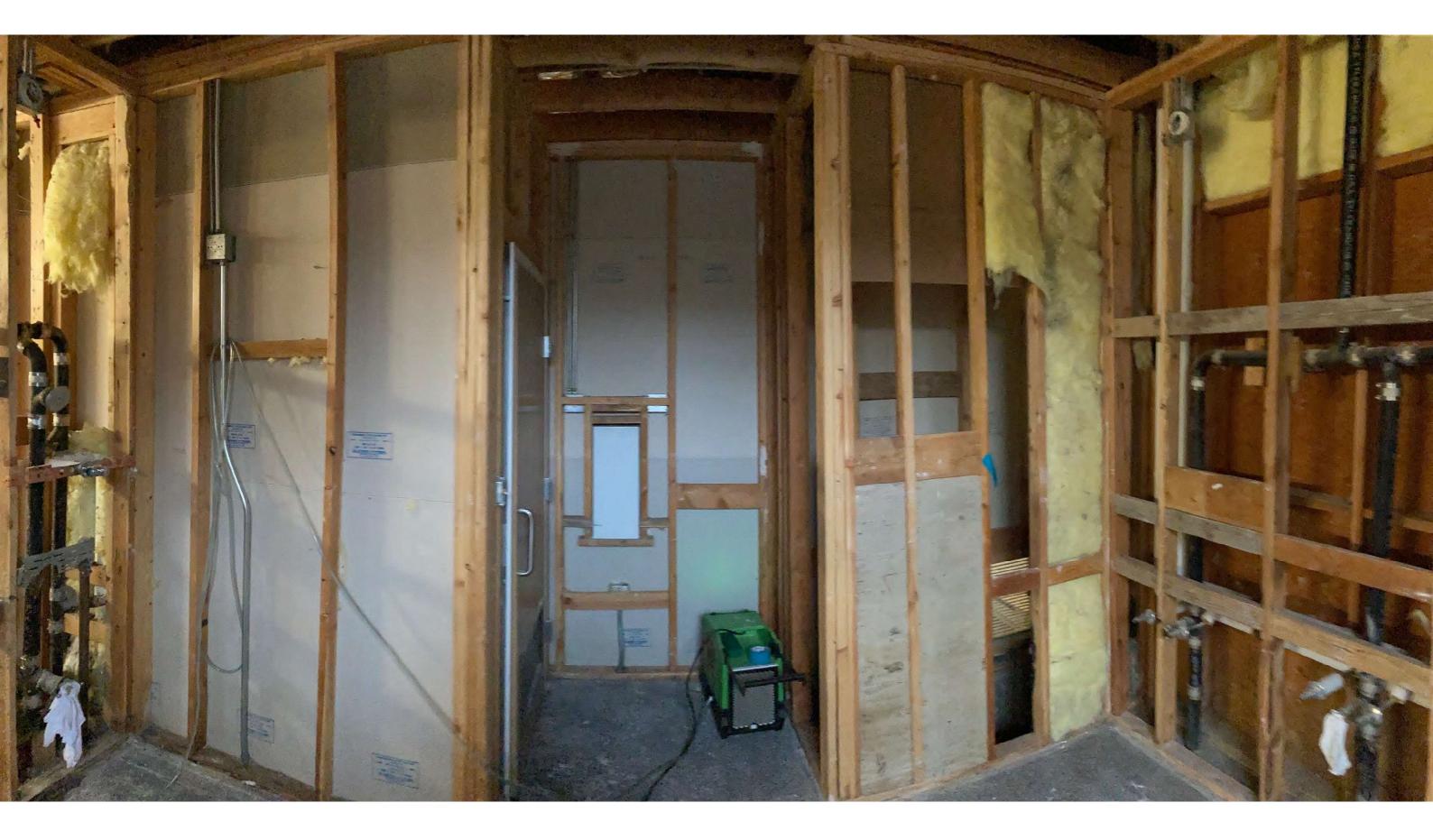
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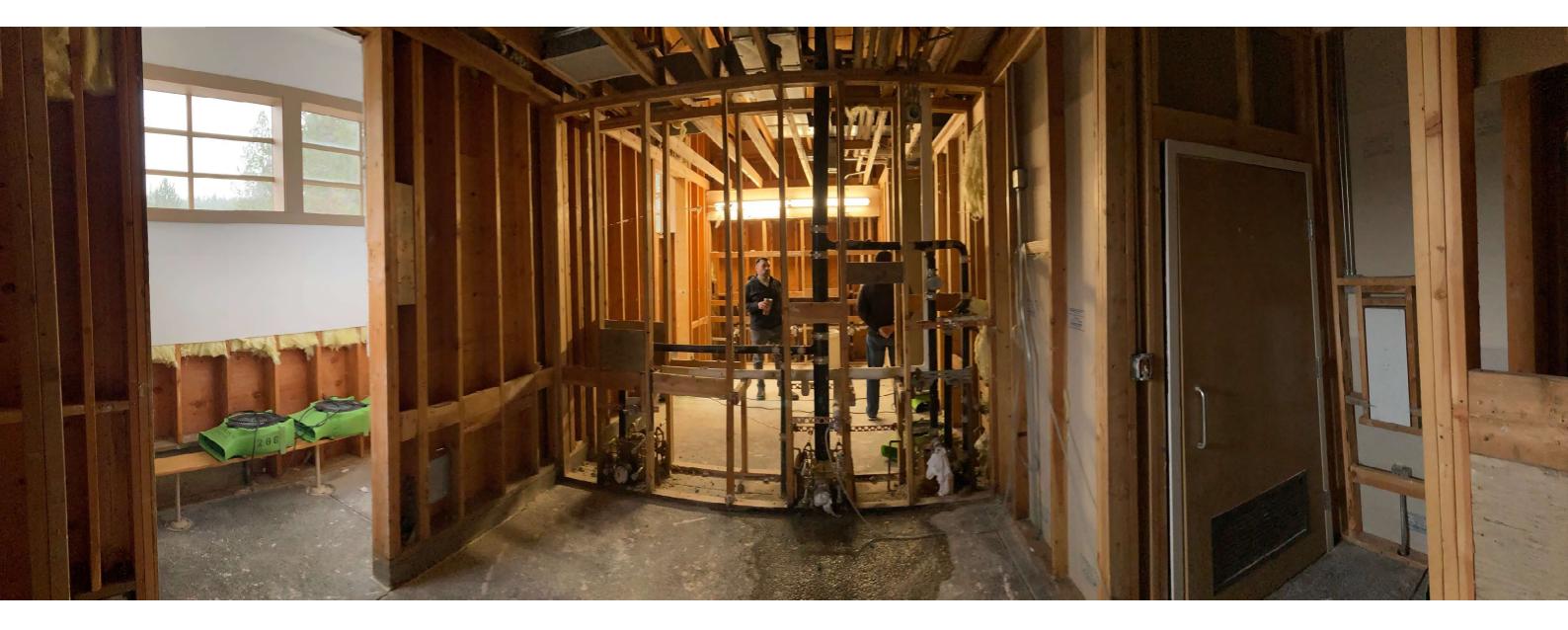


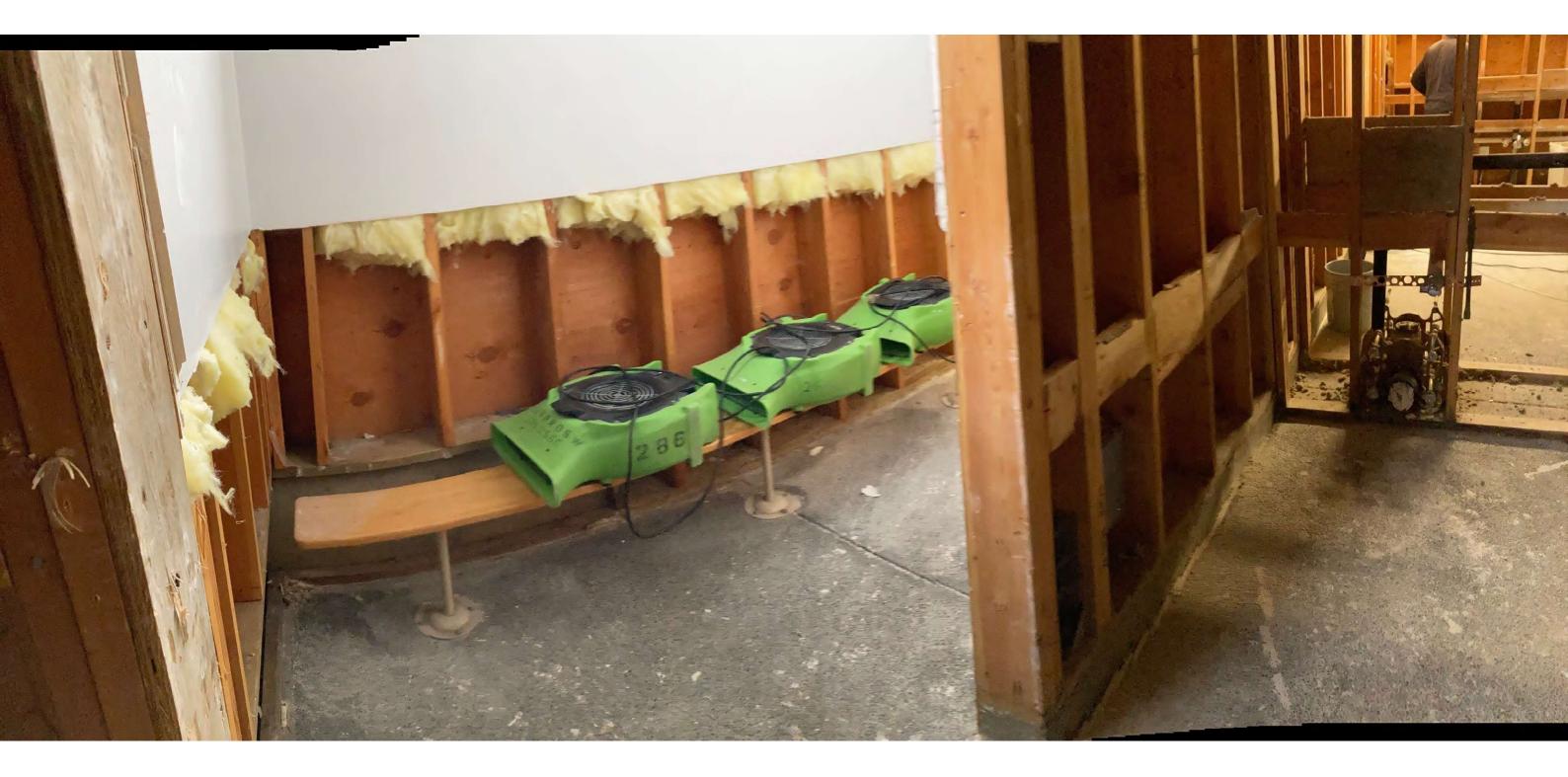
















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		_									2024	
	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES											
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED												
	REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.											
lf	SUE	ROGATION IS WAIVED, subject t ertificate does not confer any right	o the	e tern	ns and conditions of the p	oolicy,	certain polic	ies may requ				
PRO	DUCE	R				CONTA NAME:		1 1				
		surance Services NW				PHONE (A/C, N	o, Ext): 206 73	1-1200	FAX (A/C, No	:		
601 Union St. Suite 1000												
		1-6300			-		R A : Continer		FORDING COVERAGE		NAIC #	
INSU	IRED						R B : Columbi				31127	
		M.J. Takisaki, Inc.				INSURE	RC:					
		1312 S. Weller Street Seattle, WA 98144			-	INSURE	RD:					
					-	INSURE						
<u> </u>		AGES CER	TIFIC		NUMBER:	INSURE	RF:		REVISION NUMBER:			
		S TO CERTIFY THAT THE POLICIES			-	/E BEE	N ISSUED TO			E POLIC	Y PERIOD	
		TED. NOTWITHSTANDING ANY REFICATE MAY BE ISSUED OR MAY F										
E	XCLU	ISIONS AND CONDITIONS OF SUCH	POL	ICIES	. LIMITS SHOWN MAY HAV		N REDUCED I	BY PAID CLAI				
INSR LTR		TYPE OF INSURANCE	INSR		POLICY NUMBER			POLICY EXP (MM/DD/YYYY)	LIM	1		
Α	X	COMMERCIAL GENERAL LIABILITY	X	X	6023738351		12/01/2023	12/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,00 \$100.	0,000	
	Х	BI/PD Ded: \$10,000							MED EXP (Any one person)	\$15,0		
									PERSONAL & ADV INJURY	\$1,00	0,000	
	GEN	I'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		0,000	
		POLICY X JECT LOC							PRODUCTS - COMP/OP AGG		· ·	
Α	AUT		x	x	6023738334		12/01/2023	12/01/2024	WA Stop Gap COMBINED SINGLE LIMIT (Ea accident)		0,000 0,000	
	X	ANY AUTO	^	^	0023730334		12/01/2025	12/01/2024	(Ea accident) BODILY INJURY (Per person)	\$1,00	0,000	
		OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident) \$		
	Χ	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$			
_										\$		
Α	X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE			6023738348		12/01/2023	12/01/2024	EACH OCCURRENCE		0,000	
		V ¢10,000							AGGREGATE	\$ 5,00	0,000	
		RKERS COMPENSATION							PER OTH STATUTE ER			
		PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$		
	(Mar	ndatory in NH)	N/A						E.L. DISEASE - EA EMPLOYE	E \$		
_	DÉS	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT			
в	Pol	llution Liab.			6023681262		12/01/2023	12/01/2024				
									\$5,000,000 Aggreg	ate		
		ION OF OPERATIONS / LOCATIONS / VEHIC										
		alchan Golf Course Clubhous			• •			· •	•			
		eneral Liability policy includes						-				
		d status to City of Spokane (C quires such status, and only v				· •						
		and the same statut, and only t		- egu		., ., .						
CE	RTIF	ICATE HOLDER				CANC	ELLATION					
						0.1.0						
	City of Spokane SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 808 W. Spokane Falls Blvd., #5 ACCORDANCE WITH THE POLICY PROVISIONS.											

. L	
ſ	AUTHORIZED REPRESENTATIVE

D. Patterson Garij

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Spokane, WA 99201

Contractors

M J TAKISAKI INC

Owner or tradesperson

Principals TAKISAKI, MARK J, PRESIDENT

MATSUSHIMA, COLIN K, VICE PRESIDENT TAKISAKI, JAMES T, VICE PRESIDENT (End: 08/10/2017) POLWARTH, ROBERT J, SECRETARY (End: 08/10/2017) TAKISAKI, CATHERINE A, SECRETARY (End: 08/10/2017)

Doing business as **M J TAKISAKI INC**

WA UBI No. 601 029 413 1312 S WELLER ST SEATTLE, WA 98144-2051 206-324-4448 KING County

Business type Corporation Governing persons MARK JAMES TAKISAKI INC M J TAKISAKI;

Registration

License specialties

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active Meets current requirements.

GENERAL License no. MJTAKI*123CA Effective — expiration 02/01/1988— 09/26/2025 L&I Contractor Registration: 1-800-647-0982 - Email: ContReg@Lni.wa.gov

Bond Western Surety Co Bond account no. 58703462

Received by L&I 08/05/2014

Insurance

Continental Insurance Co Policy no. 6023738351

Received by L&I 11/14/2023 \$12,000.00

Effective date 08/27/2014 Expiration date Until Canceled

\$1,000,000.00

Effective date 12/01/2021 Expiration date 12/01/2024

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. Check their eligible programs and occupations.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID 496,261-01

Account is current.

Doing business as

M J TAKISAKI INC

Estimated workers reported Quarter 4 of Year 2023 "21 to 30 Workers"

T0 / RAECHEL WRIGHT (360) 902-4715 - Email: WRIV235@Ini.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019 Exempt from this requirement.

Completed the training on 7/10/2019

Contractor Strikes No strikes have been issued against this contractor.

Contractors not allowed to bid No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date 10/18/2022

Inspection no.

No violations

317970090 Location 650 SW Campus Dr Federal Way, WA 98023

< Business Lookup

License Informat	ion:		New sear	ch Back to results							
Entity name:	M. J. TAKISAKI INC.										
Business name:	M. J. TAKISAKI INC.										
Entity type:	Profit Corporation										
UBI #:	601-029-413										
Business ID:	001										
Location ID:	0002										
Location:	Active										
Location address:	1620 N MAMER RD STE C100 SPOKANE VALLEY WA 99216-3712										
Mailing address:	1312 S WELLER ST SEATTLE WA 98144-2051										
Excise tax and reseller pe	rmit status: Click here										
Secretary of State status:	Click here										
Endorsements											
Endorsements held at this l	ocation License # Count Details	Status	Expiration date	First issuance date							
Spokane General Business Resident	- Non-	Active	Oct-31-2024	Jun-30-2020							
Spokane Valley General Bu	isiness	Active	Oct-31-2024	Feb-12-2016							
Governing People	May include governing people not registered with Secretary of State										
Governing people	Governing people Title										
Koyama, Lisa											
MATSUSHIMA, COLIN K											
	View Add	litional Locations									
	The Business Lookup information is updated nightly. Search date and time: 3/6/2024 2:33:18 PM										

How are we doing? Take our survey!

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