

## **Spokane Park Board Agenda**

Nov. 10, 2016 – 1:30 p.m. City Council Chambers – lower level City Hall 808 W. Spokane Falls Blvd, Spokane, Washington

#### Park Board Members:

Chris Wright – President Susan Traver – Vice President Leroy Eadie Ross Kelley Lauren Pendergraft Nick Sumner Ted McGregor Greta Gilman Richard Chase Candace Mumm – Council Liaison

#### <u>Agenda</u>

- 1. Roll Call: Pamela Clarke
- 2. Minutes: Oct. 13, 2016, Regular Park Board Meeting Minutes and Study Session Notes
- 3. Additions or Deletions to the Agenda: A.

#### 4. Introductions/Special Guests:

- A. Park Board member Richard Chase introduction Chris Wright
- B. Save the Expo Butterflies Jennifer Lienberger
- C. Spokane Parks Foundation Heather Beebe-Stevens
- 5. **<u>Claims</u>**: Claims for the month of October 2016 Susan Traver
- 6. Financial Report & Budget Update: Mark Buening
- 7. <u>Special Discussion/Action Items</u>:
   A. Park Board committee assignments *Chris Wright*
- Committee Reports Action Items: Urban Forestry Tree Committee: Nov. 1, 2016 – Lauren Pendergraft
   A. Finch Arboretum/Woodland Center restroom remodel - Western States Construction (\$55,000 + tax/fees)

**Golf Committee**: (Nov. 8 meeting was cancelled) – *Nick Sumner* A. Action items - none

Land Committee: Nov. 2, 2016 - Chris Wright

- A. Soccer Field ground lease/easement KXLY
- B. Purchase and sales agreement Sisters of The Holy Names
- C. Sky Prairie Park master plan

#### **Recreation Committee:** (Nov. 3 meeting was cancelled) – Lauren Pendergraft

A. Action items - none

#### Riverfront Park Committee: Nov. 7, 2016 - Ted McGregor

- A. Arborist services amendment Northwest Plant Health Care, Inc. (\$128,625)
- B. Canada Island resolution
- C. Amendment/change order approval policy
- D. Promenade and South Bank East 30% design
- E. North Bank 30% design
- F. Lead Artist timeline
- G. Hill International contract amendment (budget neutral)

#### Finance Committee: Nov. 8, 2016 - Susan Traver

A. EBO – Witter Pool deck construction project/TD&H Engineering (\$51,200)

#### Bylaws Committee: Ross Kelley

#### 9. Reports:

#### Park Board President: Chris Wright

#### Liaisons:

- A. Conservation Futures Liaison
- B. Parks Foundation Liaison Susan Traver
- C. Council Liaison Council Liaison Candace Mumm

#### Parks & Recreation Director: Leroy Eadie

#### 10. **Executive Session:**

Α.

#### 11. Correspondence:

- A. Letters: Renaming of Canada Island
- B. Newsletters: **Corbin Senior Activity Center** Hillvard Senior Center Southside Senior and Community Center Sinto Senior Activity Center

#### 12. Public Comments: A.

#### 13. Adjournment:

#### Next Committee meeting dates: A

Urban Forestry Committee: 4:15 p.m. Nov. 29, 2016, Woodland Center, Finch Arboretum Golf Committee: 8:05 a.m. Dec. 6, 2016, City Conference Room 2B Land Committee: 3 p.m. Nov. 30, 2016, City Hall Conference Room 5A Recreation Committee: 3 p.m. Dec. 1, 2016 at Manito Meeting Room, Manito Park Riverfront Park Committee: 8:05 a.m. Dec. 5, 2016, City Council Briefing Center Finance Committee: 3 p.m. Dec. 6. 2016. City Hall Conference Room 2B

- Β. Next Park Board: 1:30 p.m. Dec. 8, 2016, City Council Chambers
- C. Park Board Study Session: 3:30 p.m. Dec. 8, 2016, City Hall Conference Room 5A

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Lisa Richards at (509) 625-6909, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or Irichards@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Richards at (509) 625-6909 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

<b>Spokane Park Board</b> November 2016 – February 2017	Term Ends	Riverfront	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Liaisons
Wright, Chris – President cwright@spokanecity.org	2019								
Traver, Susan – Vice-President straver@spokanecity.org	2019	~		~		Chair	Alternate	✓	PF
VACANT	2021								
Chase, Richard rchase@spokanecity.org	2017	✓	✓				✓		
Kelley, Ross rkelley@spokanecity.org	2018	✓	~	~		~		Chair	
Gilman, Greta ggilman@spokanecity.org	2018	✓		~		✓			
VACANT	2017								
Sumner, Nick nsumner@spokanecity.org	2019		Chair		~	~		✓	
McGregor, Ted tmcgregor@spokanecity.org	2020	Chair			~				
Pendergraft, Lauren Ipendergraft@spokanecity.org	2021				Chair	~	Chair		
Mumm, Candace cmumm@spokanecity.org	N/A			~	~	~			Council

#### CITY OF SPOKANE PARK AND RECREATION DEPARTMENT OCT. 2016 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - NOV. 10, 2016

#### PARKS & RECREATION:

SALARIES & WAGES	\$ 671,986.91
MAINTENANCE & OPERATIONS	\$ 354,418.60
CAPITAL OUTLAY	\$ 63,257.40
PARK CUMULATIVE RESERVE FUND	\$ 77,564.86
CAPITAL IMPROVEMENTS - 2008 - PARK	\$ 1,743.60
COMMUNITY DEV BLOCK GRANTS (CAPITAL)	\$ -
FINCH MEMORIAL ARBORETUM FUND	\$ -
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 586,492.35
<u>GOLF:</u>	
SALARIES & WAGES	\$ 135,483.72
MAINTENANCE & OPERATIONS	\$ 168,303.28
CAPITAL OUTLAY	\$ 63,824.20
TOTAL EXPENDITURES:	\$ 2,123,074.92

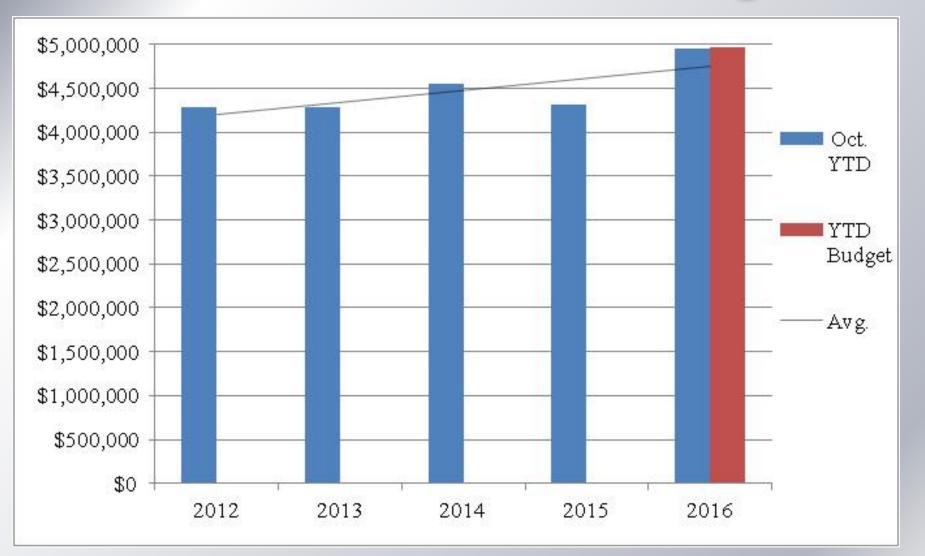


Financial Report October, 2016

# **City of Spokane Parks & Recreation PARK FUND – Revenues & Expenditures October 31, 2016 (reported in millions)**

2016	YTD	YTD	% YTD
Budget	Budget	Actual	Budget
6.83	4.96	5.01	101%
13.51	11.44	11.44	100%
20.33	16.40	16.44	100%
17.61	14.47	13.88	96%
0.55	0.47	0.25	52%
3.30	2.07	0.49	23%
0.35	n/a	-0.04	n/a
-1.48	-0.61	1.87	
1.05	1.05	1.05	
-0.43	0.44	2.92	
	Budget         6.83         13.51         20.33         17.61         0.555         3.30         0.355         -1.48         1.055	BudgetBudget6.834.9613.5111.4420.3316.4017.6114.470.550.473.302.070.35n/a-1.48-0.611.051.05	BudgetBudgetActual6.834.965.0113.5111.4411.4420.3316.4016.4417.6114.4713.880.550.470.253.302.070.490.35n/a-0.041.051.051.05

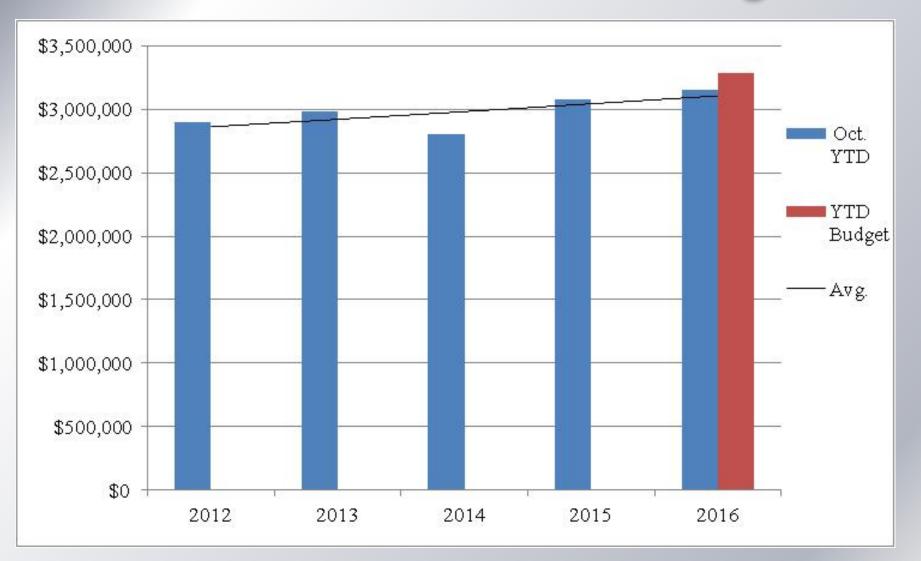
# Park Fund Revenue 5 Year Trend & YTD Budget



# **City of Spokane Parks & Recreation GOLF FUND – Revenues & Expenditures October 31, 2016 (reported in millions)**

As of October	2016	YTD	YTD	% YTD
(in millions)	Budget	Budget	Actual	Budget
Golf Revenue	3.38	3.29	3.16	96%
Transfers In	0.04	0.02	0.00	0%
Funds Available	3.42	3.30	3.16	96%
Expenditures	3.20	2.67	2.54	95%
Transfers Out	0.00	0.00	0.00	0%
Capital Outlay	0.28	0.25	0.14	55%
Windstorm 2015	0.12	n/a	0.08	n/a
NET	-0.19	0.38	0.40	
<b>Beginning Fund Balance</b>	0.11	0.11	0.11	
<b>Ending Fund Balance</b>	-0.07	0.49	0.51	

# Golf Fund Revenue 5 Year Trend & YTD Budget



City Clerk's No.



#### <u>City of Spokane</u> Parks and Recreation Department

#### CONTRACT

#### Title: FINCH ARBORETUM, WOODLAND CENTER RESTROOM REMODEL

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and WESTERN STATES CONSTRUCTION, INC., whose address is PO. Box 208, Valleyford, Washington 99036, as ("Contractor").

The parties agree as follows:

1. <u>PERFORMANCE</u>. 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 FINCH ARBORETUM, WOODLAND CENTER RESTROOM REMODEL, attached hereto and a part of this Contract.

2. <u>CONTRACT DOCUMENTS</u>. The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Urban Forestry Department, and are incorporated into this Contract by reference, as if they were set forth at length.

3. <u>TIME OF PERFORMANCE</u>. The time of performance of the Contract shall be in accordance with the contract documents.

4. <u>LIQUIDATED DAMAGES</u>. Liquidated damages shall be in accordance with the contract documents.

5. <u>TERMINATION</u>. This Contract may be terminated in accordance with the contract documents.

6. <u>COMPENSATION</u>. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A for the actual quantities furnished for each bid item.

7. <u>TAXES</u>. An exemption is claimed from payment of sales tax on this project as authorized by law. All taxes paid by the Contractor shall be included in its unit bid prices or any other compensation to be paid under the Contract.

8. <u>PAYMENT</u>. The Contractor shall submit its applications for payment to the Urban Forestry Department, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application, except as provided in RCW 39.76. 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.

#### 9. INDEMNIFICATION.

- A. The Contractor is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this Contract or because of any act or omission of the Contractor except as expressly provided.
- B. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees. The Contractor's duty to the extent of negligence of the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.

# C. The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

10. <u>BONDS</u>. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment and performance bond on the form attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. **INSURANCE**. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

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>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.

14. <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 State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. <u>FEES</u>. Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

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

17. <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.

18. <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.

19. <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.

20. <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.

21. <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.

22. <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.

23. <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.

24. <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 <u>http://bls.dor.wa.gov</u> or 1-800-451-7985 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.

25. <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.

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>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.

Dated:	CITY OF SPOKANE
	Ву:
	Title:
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Dated:	WESTERN STATES CONSTRUCTION, INC
	Email Address, if available:
	Ву:
	Title:
Attachments that are a part of this Contract:	
Deument and Defermence Rend	

Payment and Performance Bond Schedule A

16-173

#### PAYMENT / PERFORMANCE BOND

We WESTERN STATES CONSTRUCTION, INC., as principal, and \_\_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of FIFTY FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the FINCH ARBORETUM, WOODLAND CENTER RESTROOM REMODEL. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_\_

WESTERN STATES CONSTRUCTION, INC.

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

A valid <u>POWER OF ATTORNEY</u> for the Surety's agent must accompany this bond.

AS SURETY

By: \_\_\_\_

Its Attorney in Fact

STATE OF WASHINGTON ) ) ss. County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that\_\_\_\_

signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: \_\_\_\_\_

Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

Assistant City Attorney

SCHEDULE A

# **BID TABULATION**

SAMPLE INFORMATION

#### BID NUMBER: SW34-16 BID TITLE: FINCH ABORETUM WOODLAND CENTER RESTROOM REMODEL DUE DATE: 10/11/2016



CITY OF SPOKANE - PURCHASING 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3316 (509) 625-6400 FAX (509) 625-6413

	Western States	Engineering/Remediation
BIDS RECEIVED FROM:	Construction, Inc.	Resources Group, Inc.
	Valleyford, WA	Spokane, WA
QUANTITY AND DESCRIPTION	TOTAL PRICE	TOTAL PRICE
FINCH ABORETUM WOODLAND CENTER RESTOOM REMODEL FOR ALL	\$55,000.00	\$64,926.00
WORK PER SCOPE OF WORK		
*		
	<b>#FF-000-00</b>	\$c4.000.00
TOTAL BID:	\$55,000.00	\$64,926.00
BID BOND	YES	YES
ADDENDUM	1 - YES	1 – YES
CONTRACTOR LICENSE	WESTESC004L9	ENGINRR943CB

The Request for bid was e-mailed to 62 Firms, with 2 bid responses received.

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.

#### BID

#### TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: Finch Arboretum Woodland Center Restroom Remodel

The undersigned Firm/Contractor has examined the site, read and understands the specifications for the above Project and proposes to do the described Work at the following price:

 $\infty$ DOC

Trench Safety System, if excavation greater than four feet (4') deep: \$\_\_\_\_\_

The Firm/Contractor acknowledges receipt of the City's Addendum number \_\_\_\_\_ and agrees that its requirements have been included in this Bid.

The Firm/Contractor agrees that its Bid will <u>NOT</u> be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

#### CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. \_\_\_\_\_WESTESC004L9

U.B.I. Number \_\_\_\_\_602 048 661

Washington Employment Security Department Number 119959-00 7

Washington Excise Tax Registration Number \_\_\_\_\_602 048 661

City of Spokane Business Registration T12035687BUS

By submitting their Bid, Contractor confirms it (and any subcontractor) is not listed on the "Contractors Not Allowed to Bid" list of the Washington State Department of Labor and Industries or the Federal debarred list.

<u>COMPLETION TIME.</u> All Work under the Contract shall be started within ten (10) days after the date of notice to proceed. Work once started shall be completed within twenty-seven (27) days from start date.

LIQUIDATED DAMAGES. If the work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of one hundred dollars (\$100.00) for each and every day the Work remains uncompleted.

For Contracts up to \$35,000.00 including tax, the Contractor may opt for fifty percent (50%) Statutory Retainage in lieu of Bond. \_\_\_\_\_YES \_\_\_\_\_NO

FIRM/CONTRACTOR NAME: Western States Construction, Inc.						
SIGNATURE: Marga	Sol	TITLE: _	President			
PHONE:	ADDRESS:	P.O. Box 2	208, Valleyford, WA 99036			
EMAIL wsc@air-pipe.com						

DAVID A. CONDON MAYOR



CITY OF SPOKANE - PURCHASING 808 W. Spokane Fails Blvd. Spokane, Washington 99201-3316 (509) 625-6400 FAX (509) 625-6413

September 29, 2016

#### ADDENDUM NO. 1

#### SMALL WORKS ROSTER REQUEST FOR BIDS #SW34-16 FINCH ARBORETUM WOODLAND CENTER RESTROOM REMODEL

This Addendum 1 to Request for Bids #SW34-16 FINCH ARBORETUM WOODLAND CENTER RESTROOM REMODEL is being issued to provide to extend the due date for Bid submittals, provide additional scope of work, and provide answers to questions. Questions are identified with "Q". Answers are identified with "A" and red text.

- 1. The due date has been extended. The due date for submitting Bids is now TUESDAY, OCTOBER 11, 2016 10:00 a.m.
- 2. There is an existing exhaust fan in the small staff bathroom. Ventilation has been replaced. Pull the power to the call for a gfci outlet.
- **3. Q:** Quote from the statement of work page 10 **"Women's restroom**. One existing stool will remain". Does this mean the same toilet in the same exact location can remain? A new wall hung toilet is not necessary?

A: Yes, one toilet will remain in the exact same location, one new toilet in the west side of women's room.

- **4. Q:** Quote from the statement of work page 10 "Solid surface, acrylic based counter top and 2 sinks with single hole faucets. The total length of counter top is 6' with one sink being ADA complaint and the taller sink should be boxed in with the same solid surface material. Color TBD"
- Are you asking for a wall hung countertop with two elevations for each sink? One of the sinks being ADA complaint in the woman's bath? Please clarify this.

**A:** Yes, wall hung counter top at two elevations. The taller sink should have a boxed in face so the base of both counters are level, if not one piece put together to appear as one piece. Both sink and counter top should be the same solid surface.

5. Q: Quote from the statement of work page 11 "Men's restroom. The plumbing wall behind the stool needs to be rebuilt with enough blocking/backing to hold the existing stool solid at handicap level."

#### The current men's toilet can be reused?

A: Yes, the current men's toilet can be reused.

6. Q: Quote from the statement of work page 11 "The same solid surface sink and counter top as women's room installed with 30" countertop at handicap height with a mirror the width of counter top 6' & 3' tall.

Does this mean you want all sinks to be constructed of solid surface material and built into the countertop? Does the men's mirror have to be the size of the men's countertop (30") or 6'?

**A:** Yes, Wall mounted countertops,. Both counter top and sink made of the same solid surface. Counter top length is 30"

7. Q: Quote form the statement of work page 11 "A new light fixture will be installed in the handicap stall in women's, light fixture will be provided. Contractor to provide motion sensor switch to activate the light from inside the handicap stall. Existing light fixtures over the sinks to be removed and plated over in each room.

Please confirm: We are to remove the lights above the mirrors and terminate the wires. The mirror may go over the plates, is that OK? Ceiling lighting is to remain? New light (provided by the city) to be installed in the women's handicapped stall?

**A:** Confirming yes – Yes, remove the lights above the mirrors and terminate the wires. Yes, the mirror may go over the plates. Yes, the ceiling lighting is to remain. Yes, the new light (provided by the city) to be installed in the women's handicapped stall?

8. Q: Quote from the statement of work page 11 "The library will need the existing shelving removed and new wall built to partition off a closet area 3' deep. This closet area will require new shelving of A grade plywood consisting of 3 horizontal shelves 2½' deep, one horizontal shelf 1½' deep the full width of the closet and 3 vertical dividers of the full height and depth of the closet."

The new shelves are to consist of 4 evenly spaced shelves from floor to ceiling with three of the shelves being 3' feet deep and one being 1.5' deep? If this is correct what shelf is to be 1.5' deep? The 1<sup>st</sup>, 2nd, 3<sup>rd</sup>, or 4<sup>th</sup> off the floor? Also are they to be "built in" like the current shelves?

A: The narrower shelf is the top shelf nearer the ceiling – (4<sup>th</sup> shelf off the floor).

**9. Q**: Can existing toilets and urinal be reused and can we replace existing toilets and urinal if we feel it is necessary?

A: Yes.

BID #SW34-16 Addendum 1 - 9/29/2016 10. Q: Are all painted surfaces to be repainted?

A: Yes.

11. Q: Do you want the sink in the current employee's bathroom to remain?

A: Remove the sink.

nnie Wah

Connie Wahl, C.P.M., CPPB Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Onsinution, Inc Company

Authorized Signature

BID #SW34-16 Addendum 1 - 9/29/2016

#### SUBCONTRACTOR LIST

PROJECT NAME: FINCH ARBORETUM WOODLAND CENTER RESTROOM REMODEL

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

CONTRACTOR/SUPPLIER <u>BC. Maculancen</u>
TYPE OF WORK/BID ITEM PLUMBINE
AMOUNT \$ 3000 ?
CONTRACTOR'S REGISTRATION NO.
CONTRACTOR/SUPPLIER CUSTON PAINTI-L
TYPE OF WORK/BID ITEM PAINT
AMOUNT \$_ 2000 ~~
CONTRACTOR'S REGISTRATION NO.
CONTRACTOR/SUPPLIER Noury Store Power
TYPE OF WORK/BID ITEM ELSUT MUSE
AMOUNT \$_2000 <sup>~</sup>
CONTRACTOR'S REGISTRATION NO.

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Bond No. T-347

KNOW ALL MEN BY THESE PRESENTS,

That we, Western States Construction, Inc.

as Principal, (hereinafter called the Principal), and Travelers Casualty and Surety Company of America, of One Tower Square 3PB, Hartford, CT 06183, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Spokane

as OBLIGEE, hereinafter called the OBLIGEE, in the sum of \*\* 5.00% of the total amount bid \*\* Dollars (\$ 5.00% of bid ), for the payment of which sum well and truly to be made, the said Principal and the said

Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project No. SW34-16

Finch Arboretum Woodland Center Restroom Remodel

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

day of

Signed, sealed, and dated this

11th

October, 2016

all.

Witness

Western States Construction, Inc.

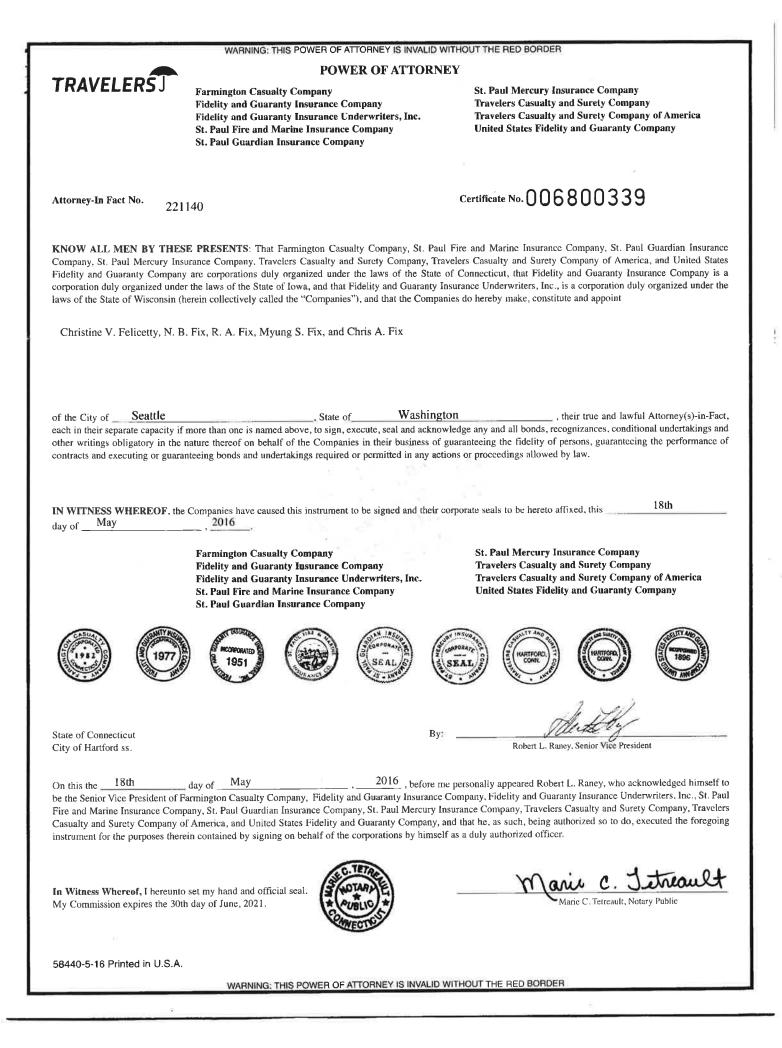
(Seal) Principal

**Travelers Casualty and Surety Company of America** 

Christe (Seal) Christine V. Felicetty, Attorney-in-Fact

Witness

Printed in cooperation with American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA (Document A310, February 1970 edition.



#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelets Casualty and Surety Company, Travelets Casualty and Surety Company, Travelets Casualty and Surety Company, of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman. any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority: and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Guaranty Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF. I have hereunto set my hand and affixed the seals of said Companies this 11th day of Detober, 20 16

Mar E. Huyen

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

#### Finch Arboretum Woodland Center Restroom remodel

This project calls for renovations of 3 existing restrooms converted to 2 restrooms with ADA compliance. Attached are some rudimentary drawing for the existing floor plan and the finish floor plan. Colored highlights note different modification.

Floors of the restrooms will need to be completely removed to the floor joist. This will allow for plumbing access as the crawl space is very limited. The existing storage room and part of the library floor will also be removed to the joist as needed for plumbing. Asbestos and lead testing has been completed and results will be available at the pre bid walk thru. Rebuild floor/subfloor with batt insulation of R-30 and a vapor barrier to crawl space and ready for LVT flooring. (Flooring to be installed by others).

**Women's restroom**. One existing stool will remain, the other removed and a new handicap stool to be installed. Two existing sinks to be removed. Existing grab rails are in the room and should be salvaged during demo for re use. Solid surface, acrylic based counter top and 2 sinks with single hole faucets. The total length of counter top is 6' with one sink being ADA complaint and the taller sink should be boxed in with the same solid surface material. Color TBD. New mirror installed over the sinks to be the width of the counter top and 40" tall. Walls will be rebuilt with 2x4', additional blocking/backing built in for handicap railing in the handicap stall. The length of that framed wall should be determined by space needed to install a baked enamel steel 36" restroom partition door and the needed hardware to hang the door for the handicap stall. The existing stool to be enclosed with the same baked enamel steel partition and 36' door installed 6" south of the former wall. 2x4 framed wall to go over the door north wall in to the existing restroom and north and south walls of the library. Two soap dispensers, two paper towels dispenser, and 2 toilet paper dispensers one each to be ADA compliant.

**Men's restroom.** The plumbing wall behind the stool needs to be rebuilt with enough blocking/backing to hold the existing stool solid at handicap level. An 18"x 58" baked enamel steel partition installed as a urinal screed between the sink/urinal. The same solid surface sink and counter top as women's room installed with 30" countertop at handicap height with a mirror to width of counter top 3' tall. Confirm sink center so the countertop doesn't conflict with the urinal screen. One soap dispenser and one paper towel dispenser installed ADA compliant

The two walls with sinks will be 8' of Fiberglass Reinforced Plastic (FRP) symmertix to look as subway tile. Remaining three walls in each room will be 4' of FRP on the bottom and sheet rock the upper 4'. All FRP needs to be installed over sheet rock or plywood and appropriate trim for FRP installation. Color for paint on sheet rock and FRP TBD.

A new light fixture will be installed in the handicap stall in women's, light fixture will be provided. Contractor to provide motion sensor switch to activate the light from inside the handicap stall. Existing light fixtures over the sinks to be removed and plated over in each room.

All the doors will need door mounted door stops or blocking on the wall so no damage is cause by the door swing.

All new faucets installed in restroom sinks – Motion activated by Chicago brand e-tronic model # 116 606.AB need three

All new soap dispensers installed in restrooms, two in women's room, one in men's room, motioned activated by GoJo model # 1919EX

Paper towel dispensers, roll type by Georgia Pacific, smoke, Model # CZ59462 - 3 total. Two in women's room and one in men's room.

Toilet paper dispenser to hold two jumbo rolls, by Tough Guy model # 22LC5. Three total installed, 2 in women's room and one in men's room

Baby change stations installed in each restroom.

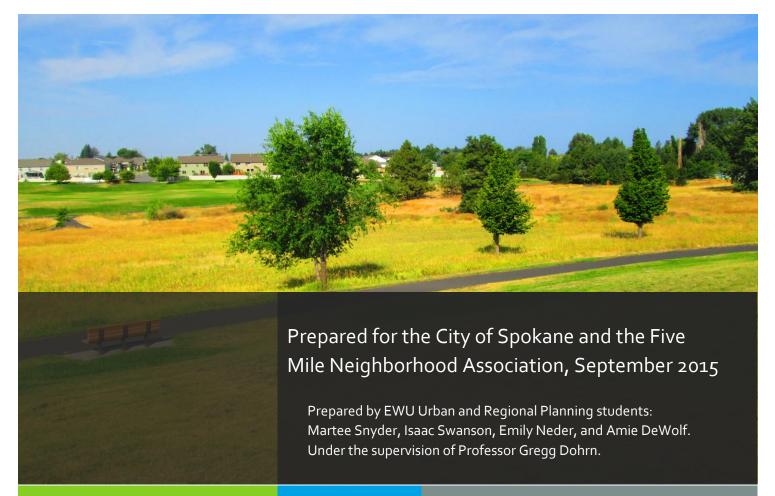
The library will need the existing shelving removed and new wall built to partition off a closet area 3' deep. This closet area will require new shelving of A grade plywood consisting of 3 horizontal shelves  $2\frac{1}{2}$ ' deep, one horizontal shelf  $1\frac{1}{2}$ ' deep the full width of the closet and 3 vertical dividers of the full height and depth of the closet.

Colors to be determined by Kacey Burke. She'll choose from the winning bidder's supplier's available options.

# Sky Prairie Park

# Master Plan





The preparation of a Master Plan for Sky Prairie Park was made possible through the support of the following people and organizations:

#### Sky Prairie Park Stakeholders group:

Candance Mumm, Spokane City Council

Kathy Miotke, Five Mile Neighborhood Council President

Garrett Jones, City of Spokane Assistant Director of Park Operations

#### Five Mile Neighborhood Parks Committee:

Sarah Dexter Alice Galeotti Denny Horlacher Dennis Patchin Jody Treffry

Five Mile Prairie Neighborhood Participants

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"One touch of nature makes the whole world kin."

# - William Shakespeare

## I.) Introduction:

A park brings life and character into a neighborhood. It provides a safe and healthy way for children and adults alike to play, exercise, and enjoy the outdoors. A park can reach it's full potential when it has been thoughtfully planned. Without this planning, it may lose the prospect of building attributes that keeps the park contemporary and more importantly, loved and used.

In conjunction with the Five Mile Neighborhood Association, and the City of Spokane Parks and Recreation, students from Eastern Washington University Urban and Regional Planning Department, under the supervision of Professor Gregg Dohrn (henceforth referred to as Planning Team), have prepared a Master Plan for Sky Prairie Park. This Plan is intended to guide the future use and development of Sky Prairie Park.

This Master Plan is an interpretation of multiple neighborhood meetings and insights given to the Team from neighborhood leaders, City of Spokane employees, and private citizens alike. It addresses current conditions and opportunities that the Team then assembled into a neighborhood approved plan.

#### In this document the reader will find:

- ✓ An overview of the master planning process.
- Demographic information about the park service area to support future planning efforts.
- Relevant City and County goals and policies from their respective approved Parks plans.
- ✓ Goals and policies assembled by the Team, which reflect the Neighborhood's wishes for the future use and development of Sky Prairie Park.
- ✓ An assessment of existing conditions in the park and a list of future opportunities.
- ✓ Three master plan alternatives.
- ✓ The preferred alternative selected by the neighborhood will serve as the foundation of the Master Plan for Sky Prairie Park
- ✓ Strategies to implement the chosen alternative.
- Maps that will assist the current and future development of Sky Prairie Park by highlighting key areas of opportunity in and around the park.

Sky Prairie Park Master Plan 2015



## II.) Overview of the Planning Process

"The nation behaves well if it treats its natural resources as assets which it must turn over to the next generation increased, and not impaired, in value"

-Theodore Roosevelt

The Planning Team met several times with the Five Mile Neighborhood Association President, the Five Mile Parks Committee and representatives from the City of Spokane and Spokane County. The information gathered at these meetings was then formulated into a series of maps that were then presented to the participating groups. Once the appropriate feedback was given, the Planning Team then moved to further polish the Master Plan by building a document that would serve as a guide for the future use and development of Sky Prairie Park. Maps were refined to supplement this document, demographic information was gathered and analyzed, and then a preparatory final presentation was given to ensure the Planning Team maintained the vision of the Five Mile community.

#### Sky Prairie Park Master Plan 2015



## III.) Census Data and Planning Area

#### **Demographic and Census Data:**

Sky Prairie Park is located within the City of Spokane and lies within a quarter mile of the boundary with unincorporated Spokane County. Five Mile Neighborhood, as recognized by the City of Spokane, lies within city limits in the southeastern portion of the prairie plateau. This city-resident population of this area is roughly 4,000-5,000 people (2010 U.S. Census). The Neighborhood Association recognizes the entire plateau of city and county residents as being a part of Five Mile Prairie. This includes roughly 9,000-10,000 people (2010 U.S. Census). Approximately half of the prairie population lies within city limits with half lying within Spokane County. Census data was collected from the U.S. Census Bureau TIGER/Line Products, which included data from selected attributes from the 2010 census. Population counts were analyzed in census block format. Census blocks are the smallest geographic unit boundaries used by the U.S. Census Bureau for tabulation of 100-percent data. These statistical areas are bounded by visible features such as roads and railroad tracks, and by nonvisible boundaries such as property lines and city or county limits. Census block population data was summarized within the City of Spokane Five Mile Prairie Plateau boundary to a rough estimate. Census blocks were also summarized within the Five Mile Prairie Plateau boundary. The two Five Mile boundaries do not precisely align with the block boundaries, therefore only an estimated population can be given for those geographic regions. *Please reference Appendix C for map of 2010 Census Population* 

## IV.) City of Spokane Goals and Policies:

The selected goals and policies from the City of Spokane Comprehensive Plan chapter 12 Parks, Recreation and Open Space listed below, specifically pertain to the development, maintenance, and preservation of Sky Prairie Park. (For a list of all of the City of Spokane's Parks, Recreation and Open Space Goals and Policies please reference Appendix V).

Goal 1: Assure the preservation and conservation of unique, fragile, and scenic natural resources, and especially non-renewable resources.

#### POLICIES

#### PRS 1.1 Open Space System

Provide an open space system within the urban growth boundary that connects with regional open space and maintains habitat for wildlife corridors.

#### PRS 1.4 Property Owners and Developers

Work cooperatively with property owners and developers to preserve open space areas within or between developments, especially those that provide visual or physical linkages to the open space network.

#### PRS 1.5 Green Space Buffers

Preserve and/or establish areas of green space buffer to provide separation between conflicting land uses.

#### PRS 1.6 Funding to Acquire Critical Lands

Maintain a contingency fund (Park Cumulative Reserve Fund) dedicated to the acquisition of critical area lands, which would be lost if not immediately purchased. Goal 2: Provide a park system that is an integral and vital part of the open space system and that takes advantage of the opportunities for passive and active recreation that a comprehensive open space system provides.

#### POLICIES

*PRS 2.1 Amenities within Each Neighborhood* Provide open space and park amenities within each neighborhood that are appropriate to the natural and human environment of the neighborhood, as determined by the neighborhood and the Spokane Park Board

#### PRS 2.2 Proximity to Open Space

Provide open space in each city neighborhood.



## City of Spokane Goals and Policies Continued:

City of Spokane Comprehensive Plan Goals and Policies:

#### PRS 2.4 Park Funding

Consider all potential funding sources to maintain the adopted level of service for parks.

#### PRS 2.6 Cultural and Historic Parks

Preserve and showcase the cultural and historic character of the parks and the park system.

Goal 3: Work with other agencies to provide a convenient and pleasant open spacerelated network for pedestrian and bicyclist circulation throughout the City of Spokane.

#### POLICIES

#### PRS 3.1 Trails and Linkages

Provide trails and linkages to parks that make minimal use of streets, especially arterial streets, in order to maximize the recreation experience and safety of all users.

#### PRS 3.2 Trail Corridor Development

Include landscaping, re-vegetation, and reforestation in trail corridor development where appropriate and desirable to provide a pleasant trail experience, and visual separation from private adjacent uses. Goal 4: Recognize and upgrade Spokane's existing park resources by continuing the park preventative maintenance program.

#### POLICIES

*PRS 4.1 Maintenance Management Program* Implement a maintenance management program that will project maintenance, facility, and replacement costs.

#### PRS 4.2 Park Traffic Patterns

Improve park traffic patterns for motorists, bicyclists, equestrians, and pedestrians.

#### PRS 4.3 Park Sign Plan

Implement and maintain a park sign plan throughout the City of Spokane that standardizes all park signs, including entrance, direction, and rules signs.



## City of Spokane Goals and Policies Continued:

#### City of Spokane Comprehensive Plan Goals and Policies:

Goal 5: Assure an indoor and outdoor recreation program, which provides wellrounded recreational opportunities for citizens of all ages.

#### POLICIES

#### PRS 5.1 Recreation Opportunities

Provide and improve recreational opportunities that are easily accessible to all citizens of Spokane.

#### PRS 5.2 Private Partnerships

Create public-private partnerships and develop incentives for a community-oriented sports and special interest program, which is responsive to expressed demands and fosters participant support of all ages and abilities.

#### PRS 5.3 Special Programs

Support special population participants in Spokane Parks and Recreation Department programs.

#### PRS 5.4 Community Information System

Promote parks and recreation programs, services, and facilities through an effective community information system, including the media, mail, telephone, and on the internet.

#### PRS 5.6 Outdoor Recreational Facilities

Provide facilities and programs that allow the public the opportunity to participate in a broad range of outdoor recreational activities.

Goal 7: Provide a parks and recreation system that is enjoyable, efficient, financially responsible, and a source of civic pride.

#### POLICIES

#### PRS 7.1 Quality of Service

Provide high quality of service to the community in all parks and recreation programs, services, and facilities.

#### PRS 7.2 Modern Management Practices

Employ state-of-the-art techniques in the park and recreation profession by providing staff training, laborsaving equipment, automatic systems, durable materials, effective facility design, and responsive leisure services.

#### PRS 7.3 Standards and Policies

Maintain open communication and collaborative planning processes that help define service levels based on good management practices while providing quality service to the public.

#### PRS 7.4 Volunteers

Encourage and recruit volunteers to serve on advisory boards for program and facility design, leadership in program offering, and community service labor.

## V.) Spokane County Goals and Policies:

The selected goals and policies from Spokane County Parks, Recreation, and Open Space Plan, listed below, specifically pertain to the development, maintenance, and preservation of Sky Prairie Park. (For a list of all of Spokane County's Goals and Policies please reference Appendix H).

## Spokane County Comprehensive Plan Goals and Policies:

Goal PO.1 Provide a variety of parks, open space, recreation facilities, and recreation programs to benefit the broadest range of age, social, economic and special group interests and abilities.

#### POLICIES

PO.1.2 Park and recreation facilities should be developed, renovated and maintained to serve the widest possible cross-section of resident needs and interests, including accessibility for disabled persons.

PO.1.5 Respond to the diversity of public needs by offering a range of recreational experiences from passive to active, to unstructured activity to organized recreation programs.

Goal PO.2 Acquire and develop parks, recreational facilities, and open space areas to serve the needs of the public given available resources.

#### POLICIES

PO.2.1 Coordinate and cooperate with both public and private sector interests to further park and recreation opportunities.

PO.2.2 Coordinate park planning and land acquisition efforts across jurisdictional boundaries and consider existing and planned infrastructure, population served, environmental constraints, and available resources. PO.2.10 A county-wide level of service of 0.23 softball fields per 1,000 residents, .043 aquatic facilities per 1,000 residents, and 0.32 campsites per 1,000 residents should be monitored and maintained.

Goal PO.3 Strive toward a level of service for developed community parks of 1.4 acres per 1,000 population for the Urban Growth Areas (UGA) and 8.3 acres per 1,000 population for regional parks.

#### POLICIES

PO.3.2 Allow neighborhoods and communities within the unincorporated County the ability to increase park and recreation opportunities through the formation of self-taxing park service areas. Neighborhoods may include this option within their individual neighborhood plans.

PO.3.3 Work with the Spokane County Board of County Commissioners (BoCC) and other departments to study, develop, and implement mitigation fees or other alternative funding mechanisms to help fund future parks, open space areas, trails, other recreation facilities, and the maintenance thereof.

PO.3.4 Whenever possible, work cooperatively with other jurisdictions and agencies to identify, acquire, and develop community parkland that provides a range of benefits (e.g. Parks could work with Utilities to identify property could be acquired and developed to provide recreation and water quality benefits.).

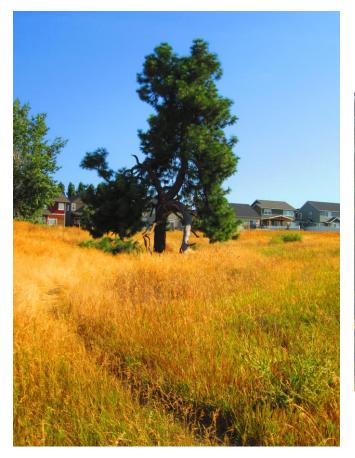
## Spokane County Goals and Policies Continued:

### Spokane County Comprehensive Plan Goals and Policies:

Goal PO.7 Utilize the Spokane County Regional Trails Plan that envisions a county-wide system of multipurpose non-motorized trails to secure, preserve, and develop a network of trails throughout Spokane County that connect communities and provide easily accessed recreational opportunities.

POLICIES

PO.7.2 Provide for linkages of communities, community facilities, workplaces, neighborhoods, schools, recreation areas, open space and cultural/historical areas.





# VI.) Recommended Goals, Policies, and Objectives for Sky Prairie Park

In order to preserve and enhance Sky Prairie Park we recommend that the following goals and policies be adopted to guide the implementation of this master plan.

Goal 1. Maintain open spaces that preserves and enhances the significant natural features of the park.

#### POLICIES

P.1.1 Preserve an open prairie feel that is native to this area.

P.1.2 Enhance and maintain natural drainage systems. This is achieved by preserving and maintaining all natural drainage functions, which flow down the slope to the seasonal main stream.

P.1.3 Maintain and enhance natural plant life throughout the park by using native species when possible. Use plants that are cold hearty and that thrive in environments with high water tables.

# Goal 2. Increase accessibility throughout the Park.

#### POLICIES

P.2.1 Create new entrance access points, additional pathways for walkability, and providing locational signage for way finding. *(See Appendix IV and V for additional information.)* 

P.2.2 Promote and support connections to residential developments (existing and new) within Five Mile Prairie Neighborhood.

Goal 3. Ensure there is adequate parkland to meet the future needs of Five Mile Prairie and surrounding area.

#### POLICIES

P.3.1 Identify and acquire vacant lands surrounding Sky Prairie Park.

P.3.2 Look at properties north of Sky Prairie Park for expansion and connectivity purposes.

P.3.3 Take note of City owned parcels south of Sky Prairie Park for potential park expansion or as a connecting route from Sky Prairie Park to Austin Ravine Conservation Area.

P.3.4 Enhance existing park amenities to match the needs and desires of the Five Mile Prairie Neighborhood.

P.3.5 Add new park features that enhance the utility and functionality of the park as well as increasing walkability, safety, and line of sight throughout the park.

P.3.6 Make enhancements to the park that not only benefit the Five Mile Prairie Neighborhood, but emphasize its unique characteristics and identity.

# Goals, Policies, and Objectives Continued:

## **Objectives:**

#### ✓ Objective 1:

Coordinate with the City of Spokane, City of Spokane Parks Department, Spokane County, local schools, and other neighborhood groups in implementing this master plan.

#### ✓ Objective 2:

Go over the City of Spokane and Spokane County Parks plans and to see if any goals and policies have not been met for Sky Prairie Park.

#### ✓ Objective 3:

Investigate innovative and available methods for funding purposes to finance maintenance, operate programs in the park, construct new park features, replace old equipment, reduce costs, retain financial flexibility, and maintain an atmosphere that reflects and benefits the Five Mile community and surrounding areas.



# VII.) Existing Conditions

Sky Prairie Park is located at 8501 N Nettleton Court, Spokane WA 99208 and consists of 25 acres of natural and semi-developed landscape. The park currently features two playground equipment areas; the bigger children generally populate the northern play area, which includes swings and a larger play structure, and the southern one, characterized by a smaller structure, is generally populated by toddlers and younger. The park also includes picnic tables located at the southern entrance, tennis courts on the northern entrance, paved trails throughout, and fields graded for softball and soccer at the southern entrance. Recently the picnic benches at the northern entrance were removed due to vandalism. The park also features two restroom facilities, bike racks, two outdoor grills, bench seating, a skate ramp and artistic gates at the entrances. These gates create a sense of character once one enters the park. A one-mile trail loop meanders through the park providing users with a place to exercise at all levels regardless of their skill level. Boulder markers locate each tenth of a mile on this loop. A southern running intermittent stream runs through the natural interior section of Sky Prairie Park. Sky Prairie Park was designed by the Idaho landscape architect Jon Mueller and established in 1998.



## VIII.) Areas of Opportunity:

Natural landscaping is a beautiful way to introduce the area's natural heritage, while providing a seamless move from neighborhood to park.

A combination of way finding signage outside of the park, directional signage inside the park, and interpretive/educational signage in the park will help to facilitate the movement of people to, through and, around the park.

The introduction of a trailhead at the southern portion of Sky Prairie Park will serve as a linkage opportunity to Austin Ravine, thus lengthening the trails system within the Neighborhood.

Increasing the accessibility to Sky Prairie Park will allow more people to enter the park, while at the same time cut parking congestion. There are a few areas of potential future access points.

There is an opportunity to introduce a wide range of recreational opportunities throughout the park to encourage a variety of uses throughout every season.

Providing additional covered picnic areas would also be a benefit for families visiting the park. Shelters provide relief from the elements while allowing for additional event recreation. The 1-acre parcel 26243.0055, which lies to the north west of Sky Prairie Park, is vacant land that is currently for sale. There is the potential to purchase this property to expand the park.

The 0.39-acre parcel, 26252.0010, is a land locked parcel that is located south of city owned property. This triangular property has the potential to be purchased as an access route to create a trailhead from Sky Prairie Park to Austin Ravine Conservation Area. A deal with surrounding property owners could be made to approve a trail access easement along the back edge of their properties to complete the trail connection.

A 0.25-acre parcel, 26243.2123, is located on the north edge of Sky Prairie Park. It is currently vacant and owned by the Park View Spokane Home Owners Association. This parcel is prime to expand the park and make a better connection from the trails within the park to Walker Ct. and to Strong Road via a sidewalk connection between the two streets.

Reference Access Routes Map in appendix I.d for addition information.

## IX. Overview of Recommendations

The planning team has prepared three alternative master plan scenarios that highlight options for the use and development of Sky Prairie Park.



## a.) Alternative 1, Relatively Low Cost:

Alternative 1 highlights relatively low cost and relatively easy to implement improvements to the park. No significant changes are proposed and significant new resources would not be required to implement this plan.



## b.) Alternative 2, Relatively Moderate Cost:

Alternative 2 highlights a series of improvements and changes in use that would require some significant resources to implement. Key changes would include modifications to the pathways, the addition of portable equipment for the sports fields, replacing the skateboard park with basketball courts, adding a gazebo for quiet reflection, a new grass volleyball court, additional picnic areas, and additional security and lighting.



### c.) Alternative 3: Relatively High Cost:

Alternative 3 highlights relatively significant changes and improvements to the park that would definitely require a commitment of resources to implement. This would include construction of an amphitheater, improvements to the soccer and softball field, a new sand volleyball court, an improved skate park, new fitness equipment, a new splash pad, new drinking fountains, additional art works, and a practice disc golf course. In addition, this alternative highlights opportunities to expand the park to include a trail connection to the Austin Ravine Conservation Area.

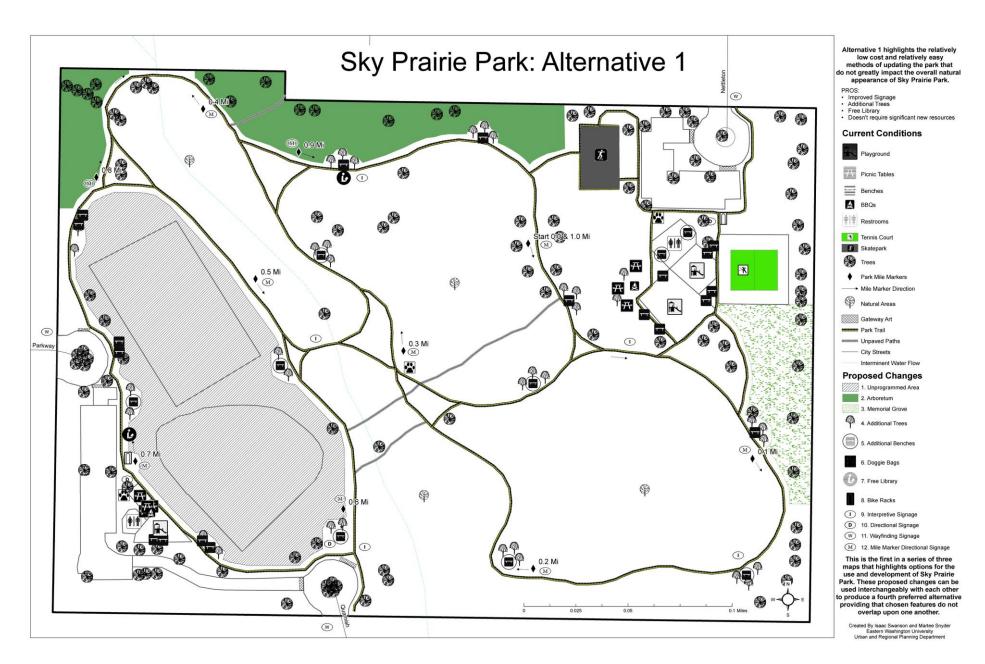


All of these alternatives contain recommendations that can be mixed and matched. However, some selections may prohibit the inclusion of another based on space, time, funds, or community support.

# a.) Alternative 1, Relatively Low Cost

- The addition of wayfinding, directional, and interpretive/educational signage is suggested in this alternative. Currently the Park lacks wayfinding signage along major roads near the Park, making it difficult for those not from the immediate area to find Sky Prairie Park. Introducing signs that help to simplify access to the Park will increase usage. Directional signage within the Park will give users the opportunity to use the Park to its full potential by directing foot and bike traffic along the appropriate paths. Interpretive and educational signage will increase the knowledge of those who use Sky Prairie Park. Properly identifying native plants and species, along with notifying the user exactly why this portion of grass is left un-mowed.
- Along the pathways, there is an opportunity to incorporate doggie bags for our pets. These stations could be attached to either directional, or interpretive signage in order to keep the walking paths less cluttered.

- The large grassy area near the south parking lot, can be used or a variety of activities. It can be an un-programmed soccer field, where people or teams can enjoy the use of the field by bringing their own cones/goals. This area can also be used as an amphitheater, where people bring their lawn chairs and a blanket and enjoy a movie or a band right there on the grass. This location also has the potential to be a temporary farmers market. Farmers and community members can bring set up booths right in the flat grass area and share their produce with neighbors.
- The addition of a mini-free library is another option that could be incorporated within Alternative One. It can be placed in a variety of locations in the Park. There are a few opportune places where it may be fully utilized, as suggested the Alternative One map.
- The preservation of scenic vistas and views is a priority in alternative 1. Safeguarding these areas will allow for future generations to fully enjoy the views that Sky Prairie Park offers.



## b.) Alternative 2, Relatively Moderate Cost

- In this proposal additional paved paths would be constructed and some would be removed or altered to increase walkability through the park. This would also create alternate walking routes for variability as well as ease of access throughout the park.
- Bridges or earth berms with culverts would be used to carry the paved paths over the seasonal stream/ wetland natural area. These bridges have an opportunity to harbor art to commemorate local history.
- The northwest field area would be transformed into a semi-programmed soccer field. It would have movable goals and field markers so the field could be used for alternative uses such as football, rugby, and lacrosse.
- The southwest field would be a semiprogrammed area that could be used for various activities. A backstop could be included for baseball/softball games and practices. A stage or platform wired for electrical use could be built for concerts and other performances. The open field could also be used for festivals, farmers markets, or other neighborhood events.
- One or two basketball courts would be added to the park. These would replace the current skate park. A potential partnership with Hoop Fest could bring additional funding for construction and maintenance of the proposed basketball courts.
- In the north central area of the park, a gazebo (reflective area) could be constructed on the small hill. This covered lookout would be a vantage point

overlooking the park. This gazebo could be paired with the free-mini library from Alternative One as a covered shelter for reading, relaxation, and contemplation.

- A volleyball area would be built south of the current tennis courts in this proposed alternative. It would be constructed with a net and poles on a grass court. It could be alternately used to play badminton or another similar game. The simple grass construction would allow for relatively less expensive construction and maintenance than a sand volleyball pit.
- Additional picnic tables and shelter picnic areas would be added to expand the areas that already exist in the park. These additions would allow for more family or neighborhood events such as birthdays, potlucks, or neighborhood barbecues. This would also expand seating and table areas for Prairie Day or other future programmed events in Sky Prairie Park.
- Strategically placed lighting is suggested in this alternative. This lighting would be placed around key features for enhanced visibility during low light periods for safety and security measures. It would also be placed along the most direct routes from one side of the park to the other. Not only would the light be for illumination at dusk, but it would also be used to highlight key park features such as the proposed basketball court or gazebo.

## Alternative 2 Continued:

- This alternative also suggests strategically placed trees to provide shade to park benches and uncovered picnic areas without taking away from the open prairie feel and the scenic vistas that defines Sky Prairie Park. These trees would be kept pruned higher off the ground to provide line of sight through the park for safety and aesthetic purposes, per CPTED standards (Crime Prevention Through Environmental Design).
- The current triangular areas between the paths could be converted into micro plazas or small formal garden areas. The plaza could contain bricks with donor or sponsor names as well a central feature. Both areas could include planters with various plants, trees, and sculptures. Tile or stone mosaics

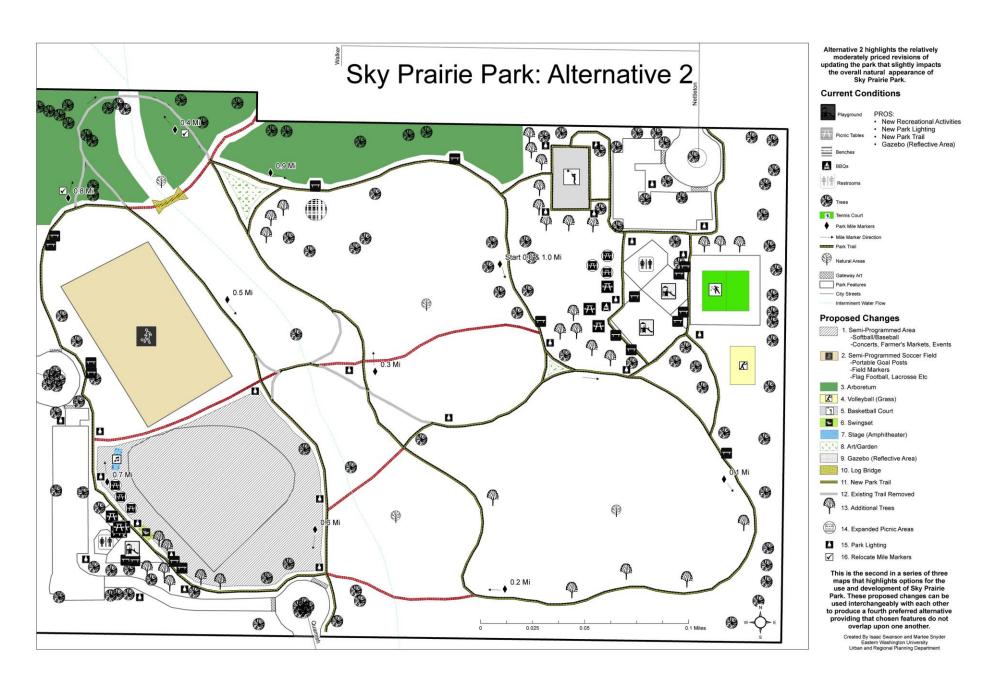
are also an alternative option for the triangles as are fountains.

 Alternative 2 proposes the option to remove a portion of trail in the upper northwest corner of the park and turn the area into an arboretum. This arboretum would contain various trees that would thrive in a soil with a high water table as well as being very cold hardy. Planting indigenous trees would be the foremost option. The arboretum would be pruned for easy visibility through the park per CPTED standards.



A gazebo offers covered shelter for reading, relaxation, and contemplation.

www.waymarking.com

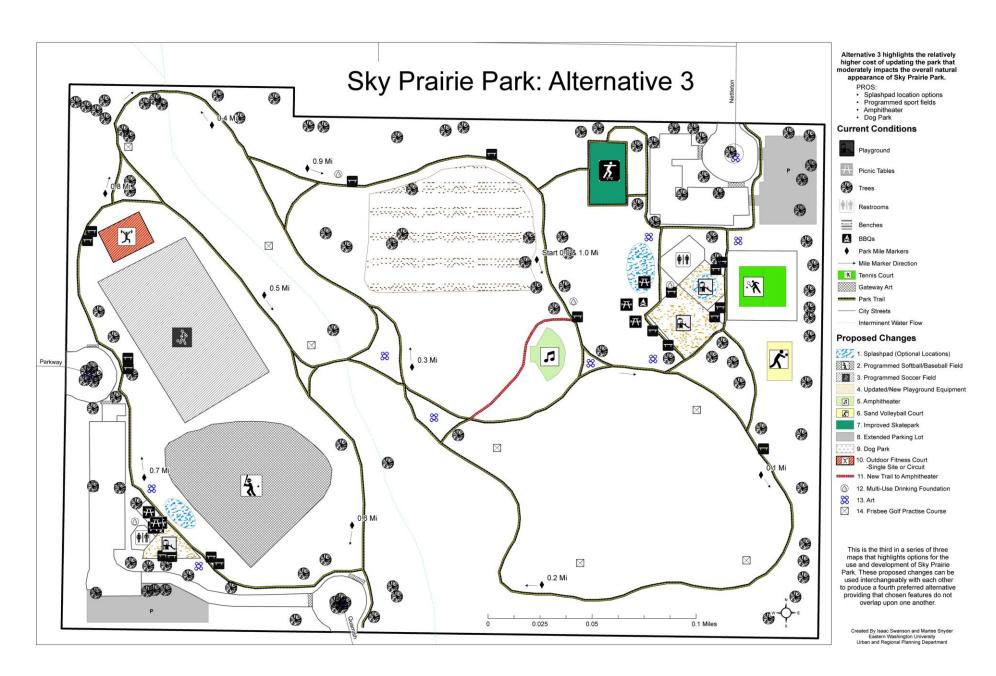


# c.) Alternative 3, Relatively High Cost

- In this proposal, an amphitheater would be constructed for the purpose of community interaction and outdoor events. An additional paved path will be constructed to adhere to the connection needs of the amphitheater.
- Formal programming is suggested for the soccer field and the baseball field.
- A sand volleyball is recommended south of the existing tennis courts.
- Once the current play equipment has reached its life expectancy, new playground equipment should be updated incorporating ADA standards. When installing new equipment, a climbing rock is suggested. (See Appendix VI).
- In the northeast section of the central field, there is an option to construct a dog park. This area is required to have a 6-foot high fence as well as a preventative dig underneath.
- Improving and updating the skate park is advised, featuring half pipes, grinding bars and rails, which would be suitable for multiple skaters.
- We recommend an expansion of the parking lot in order to accommodate a higher volume of future users.
- An outdoor fitness court would also be included in the northwestern section of the park and provide the community with

opportunity of healthy activity and exercise. An alternative to one section of workout equipment is a circuit court. Equipment would be placed at intervals along a short continuous loop.

- Alternative 3 proposes the construction of a splash pad water feature in the park at a designated location. This would provide the community with means of water recreation during warm summer months.
- Multi-use drinking fountains should also be integrated throughout the park, which will allow adults, children, and dogs to access water from the same post. It would also house a water-bottle filling station. This feature would utilize and consolidate piping for efficiency and cost-effectiveness.
- Art pieces should be placed throughout the park at certain vantage points and/or placed within an existing triangle. These pieces should be constructed by local artists featuring local history and cultural heritage.
- In the central portion of the park there is the option to include a practice disc golf course. It would consist of several disc golf baskets, pads and designated fairways.

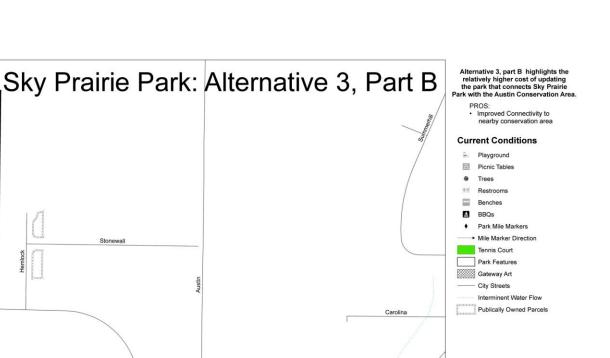


## d.) Alternative 3 Extension

- This alternative proposes changes that will feature paved trails connecting Sky Prairie Park-Austin Ravine Conservation Area.
- Under this alternative there will be additional signage constructed at the Sky Prairie Austin Ravine trailhead featuring directional and wayfinding information.
- The trailhead will be clearly marked starting at the northern Sky Prairie Park direction.
- The expansion will ultimately feature a loop connecting Sky Prairie Park to the Austin Ravine Conservation Area Trailhead.









Heath

6 0.9 Mi

# X.) Neighborhood Selected Alternative

The following has been selected by the Five Mile Neighborhood Association with the assistance from a group of Eastern Washington University Urban and Regional Planning students under the supervision of Professor Gregg Dohrn. Several recommendations require additional research and design considerations. Keep in mind current and future operations and maintenance costs to make the most out of current and future features.

#### 1.) Alternative Pathways

Several revisions to the current pathway have been proposed to provide a more direct route throughout the park. These paths will be strategically rerouted so that community members will enjoy a more comfortable stroll through Sky Prairie Park. The rerouting of certain pathways may require additional engineering support to make sure they are compatible with the topography and storm water management. In addition to reworking the pathways, a decorative footbridge may be incorporated in order further distinguish Sky Prairie Park as a destination park.

#### 2.) Amphitheater

The southwest corner of the park is a prime location to place an amphitheater. The stage could be built into the side of the hill for flat, easy access to the parking lot. The stage would be angled toward the middle of the park to help mitigate sound travel. This would aim the sound at the middle of the park into the hillside. Formal seating is an option, as well as providing open space for folding chairs and blankets.

#### 3.) Basketball Court/Painted Schoolyard Games

Two locations seem plausible for the location of a basketball court if desired. The current skate park could be converted to a basketball court, and it could be fenced to control access if necessary, as well as implementation of time-sensitive lighting. The second location is at the south entrance of the park, near mile marker 0.6. This location may be better suited based on the amount of potential noise complaints the north entrance option may create.

An alternative to converting the skate park to a basketball court is the skate ramp could be removed and the repainting of the concrete for games such as four square and hopscotch.

#### 4.) Benches

The inclusion of more benches throughout the park is recommended. In addition to standard bench designs there is an opportunity to bring art into the park by inviting local artists to design new benches. In addition there is the opportunity to have benches dedicated to a family member or friend, a beautiful way to add to your park in the remembrance of another.

### 5.) Bridge

The option of placing a few bridges across the central draining area through Sky Prairie Park would better connect the east and west sides. The bridges would be placed in locations where people currently cross the ravine area to promote safer access throughout the park, Design styles that tied into the park theme could be voted on at a later date.

#### 6.) Circuit Court

As seen in other parks throughout the Inland Northwest, circuit courts provide an easy and stimulating way for patrons to add a higher level of activity to their walk. The circuit court may include, but is not limited to, pull-up bars, weight station, and step blocks. The circuit court may be placed strategically around the existing pathways to act as a means of increasing an existing walking/running routine, or it may be isolated and clustered in a group to provide for ease of transitioning from one piece of equipment to another.

#### 7.) Community Bulletin Board

It is recommended that 1-2 new bulletin boards be provided to give Five Mile Prairie residents and Spokane community greater appropriate information related to the park or the residential area. There could be a board placed just inside the northern park entrance, on the large bathroom facility.

## X.) Neighborhood Selected Alternative

#### 8.) Directional Arrows on Mile Markers

The addition of arrows on the existing mile markers will assist anyone seeking to do the current mile loop.

#### 9.) Directional Park Map

A directional park map should be placed inside the park entrances to give the user a sense of where they are and where they may want to go. They will include an overview map of the park and perhaps a bit of background about the surrounding area. This map could also include a telephone number or email address to report emergencies, damage, or undesirable activities.

#### 10.) Doggy Bags

Should strategically be placed throughout the park to keep the area cleaner for all. Specifically, they should be located at the north and south entrances (near trash cans), and in the centermost part of the park. Leashed pets are more than welcome in the park, however if the park is not maintained appropriately the atmosphere could dramatically change for all park users.

#### 11.) Facility Updates

In addition to installing new facilities in the park, there may be opportunities to make improvements to existing facilities that would reduce operating costs, such as installing a metal roof on the large restroom facility, or upgrading the irrigation system.

#### 12.) Gates

Gates are located at all entrances of the park and all contain some local art. These gates should be closed at night in order to deter malicious activities. The closure of the gates needs to be coordinated with the City of Spokane's Park and Recreation Department. Alternatively, there may be an opportunity for a designated neighbor to close and open the gates.

#### 13.) Gazebo

A new gazebo will offer a quiet place in the shade for quiet contemplation and enjoying the scenery. It is intended to be placed at the center of the northern end of the park, near mile marker 0.9, which will provide a territorial view of the park.

#### 14.) Grass Volleyball Court

Just south of the tennis courts is an area of opportunity for a grass volleyball court. Poles, rigging, and a net is all that would be needed in order to bring yet another activity into the park. Players could potentially bring their own lines, or lines could also be provided.

#### 15.) Landscape Maintenance

Landscaping has been installed in the park, but has not been adequately maintained. Maintaining this landscaping will make the park feel more inviting. There is the possibility for an annual or semiannual community cleanup program, where those who wish to contribute their time and energy can donate to the park in this manner.

#### 16.) Memorial Grove

This feature will give the users of the park a place to experience a tree grove. There is the potential to make it into a memorial tree grove where those who wish to dedicate a specific tree can do so. The grove will be located in the northwest corner of the park, if the existing pathway is allowed to be altered. If this pathway is to stay, the memorial grove can be moved to extend over the northern edge of the park, between mile markers 0.9 and the skate park. Careful consideration will need to be given to the location of the trees, so that scenic views are not obstructed.

#### 17.) Mini Free Library

The addition miniature library is a way to further connect the surrounding community with Sky Prairie Park. Three alternative locations have been <sup>27</sup>

## X.) Neighborhood Selected Alternative

proposed: one at the northern entrance, one at the southern entrance, and one by mile marker 0.9 (possibly in connection with the gazebo).

#### 18.) Pickle Ball Lines

Pickle ball lines are a relatively easy and cost effective way to bring another activity into the park. They can be painted right onto the existing tennis courts.

#### 19.) Programmed Soccer Field

The area currently maintained as a sports field would be converted into a formal soccer field complete with movable metal goals and painted lines. The field would be programmed to allow for soccer games and camps to be held in the park.

#### 20.) Splash Pad

Two alternative locations for the splash pad have been identified. One is near the restroom facility in the northern entrance and the other is near the children's play area in the south entrance. If only one splash pad is to be installed, it may be appropriate to locate it at the northern site, so that the other area can remain primarily focused on small children. If two can be installed, then the one at the northern site can be designed for older children, and the one at the southern site for smaller children.

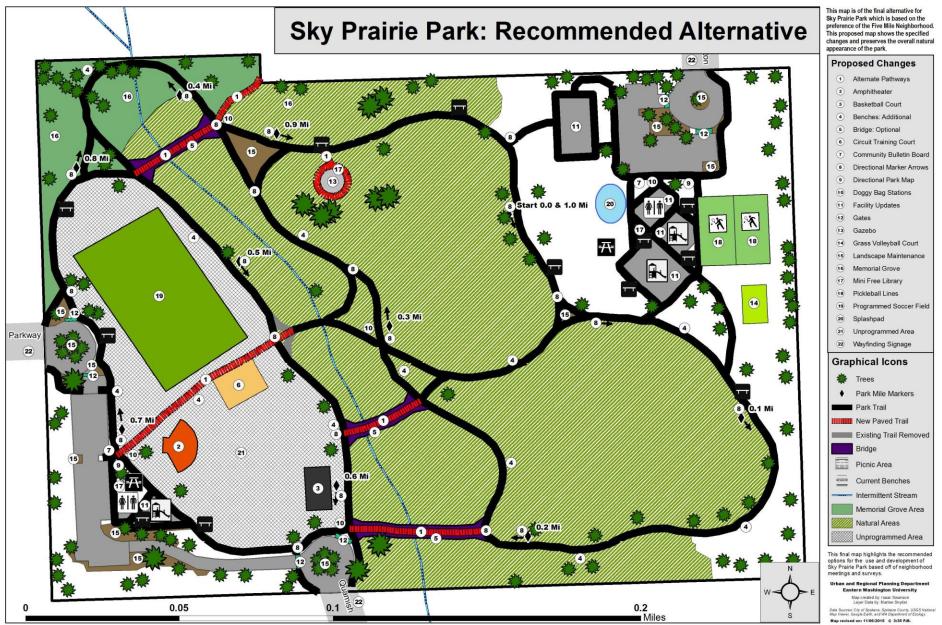
#### 21.) Unprogrammed Areas

The field at the southern entrance of the park is to stay mostly unprogrammed and not dedicated for a single use. Except for the semi-formal programming of a soccer field. The lawn will be maintained in order to host an array of activities. Anything from pee-wee tee-ball leagues to an

#### 22.) Wayfinding Signage

To be placed outside of the park to better usher potential visitors to Sky Prairie Park.







Plan 2015

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## XI. Implementation Strategy

As the preferred alternative is finalized, a implementation strategy should be created. The following is a preliminary list:

1.) Finalize the master plan.

2.) Present to the City of Spokane Parks department for presentation to City Parks Board.

3.) Post master plan online.

4.) Present to Spokane County Parks Recreation and Golf for presentation to Board of County Commissioners.

5.) Establish a gifting guide specific to Sky Prairie Park.

6.) Establish facilities standards for the park.

7.) Establish and maintain an internet presence for Sky Prairie Park to promote sharing of information regarding events, activities, volunteer opportunities, ideas for future improvements, etc.

- a.) Once every five years check back in with the community to reexamine priorities and see how the park is functioning.
- b.) Maintain and expand the park's Facebook.
- c.) Update Five Mile Neighborhood page in the city's parks website to include the approved master plan.

8.) Work with Spokane Parks Department to create signage to dictate how to report information, situations, or problems around the park (my location is, my location is X etc.)

9.) Organize a spring or fall clean up party to remove debris around Austin Ravine and the park.

10.) Research and prepare a more detailed plan for completing the Austin Ravine Trail.

a.) Continue to investigate opportunities to acquire property or easements to fill in the gaps in the Austin Ravine trail loop.

11.) In consultation with Spokane City Parks Department staff, prepare a prioritized list of improvements with cost estimates.

- a.) Current maintenance cost estimates.
- b.) Future maintenance and installation costs in accordance with the master plan.

12.) Establish a Friends of Sky Prairie Park in order to create fundraising opportunities.

13.) Establish a county impact fee for the five mile area.

a.) In consultation with the Spokane City Planning Department make sure that the city's hearing examiner includes a park impact fee as a condition of subdivision approval in the Five Mile Neighborhood.

14.) Continue to participate in discussions to establish a regulated system of signage to public places such as parks and install signs to direct the public to Sky Prairie Park.

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## I.) Maps

#### I.) Maps

#### a.) Bicycle Routes

The Bicycle Map was created from the Five Mile Prairie Bicycle and Pedestrian Plan. Only a small portion of lower 5 Mile Rd currently has bike lanes on the sides. The Five Mile Prairie Plan calls for additional bicycle lanes to be constructed on main roads for safety purposes as well as potential alternate bike routes with sharrows on less busy streets. This bike plan is mainly for safety purposes, since bicyclists must follow the same rules of the road that automobiles do.

#### b.) Pedestrian Routes

The Pedestrian Map was created from the Five Mile Prairie Bicycle and Pedestrian Plan as well as drawing existing sidewalks from Google Earth. Future and current crosswalks were added from existing conditions and future plans. Future sidewalks were hand drawn in linking existing sidewalks along routes shown in the Five Mile Bicycle and Pedestrian Plan.

#### c.) Potential Connections

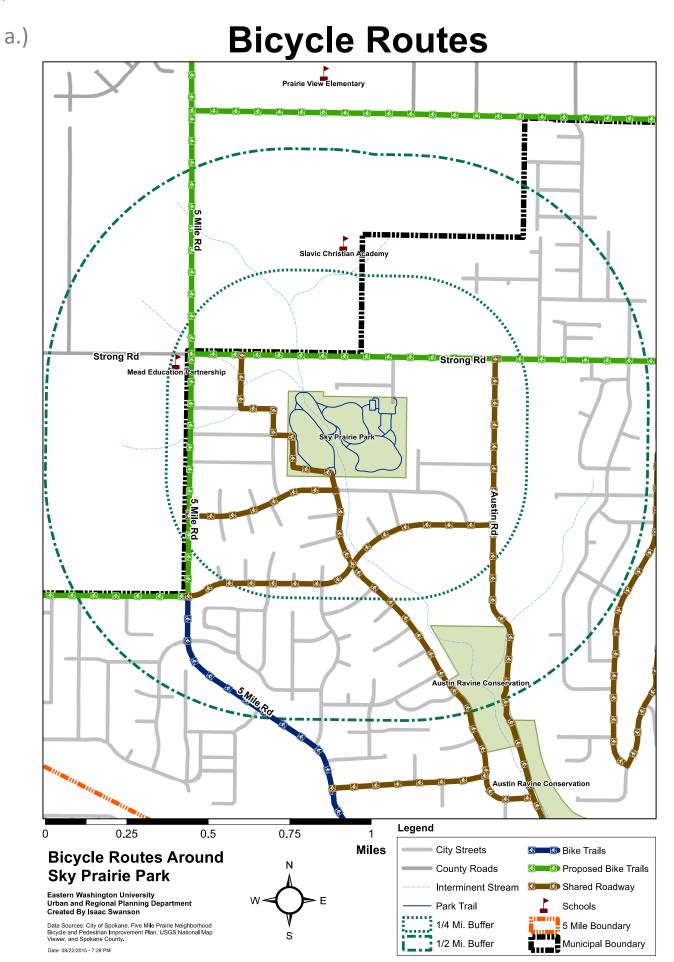
This map depicts potential future expansion points to and from Sky Prairie Park by highlighting three possible connection routes. The southern portion of the map displays a future trail connection from the neighborhood to Austin Ravine Conservation Area. The northern connection points access the park from Strong Road in two separate areas. The overall purpose of using this map in the document is to point to future potential points of access into Sky Prairie Park in addition to the current entrances.

#### d.) Access Routes

The addition of this map into the document was formatted from scratch and data connected throughout this project. The overall map illustrates all paths up to and down from the Five Mile Prairie Area, this data would be extremely useful in emergency cases when immediate access is required. This map also includes trails around the Five Mile Prairie schools showing the safety concerns surrounding travelling children, eventually this map could be used to adjust traffic safety concerns and points of safety around the Prairie.

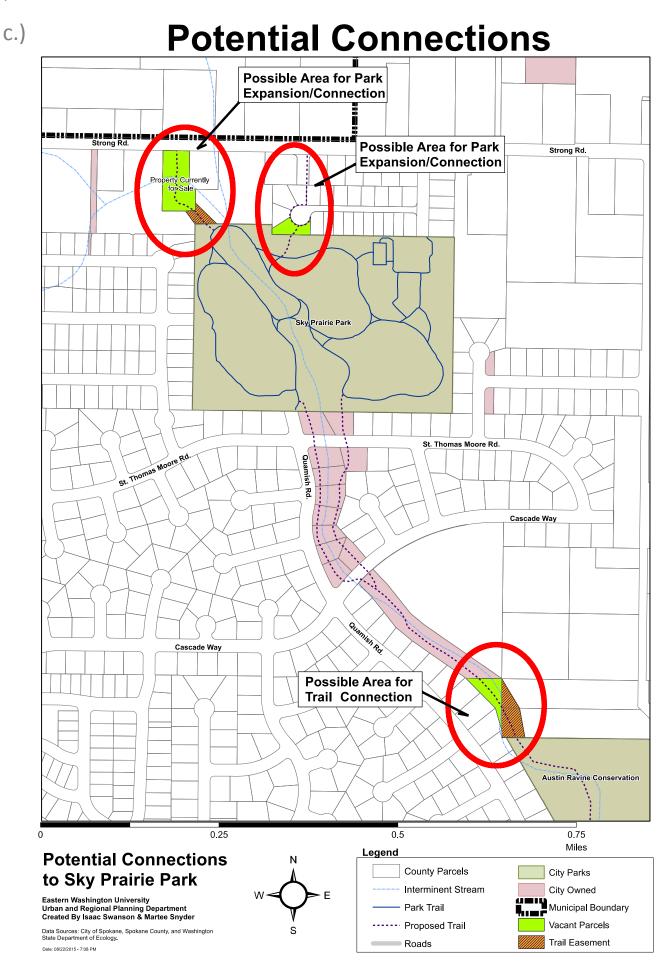
#### e.) Census Data

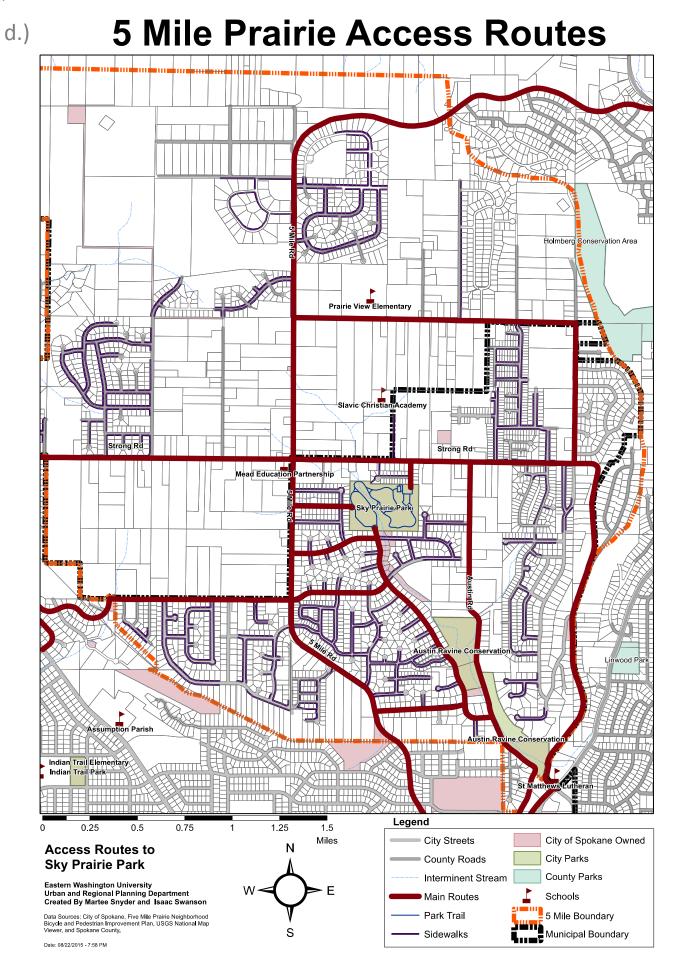
The purpose of including census population data into this document is to inform the readers of the demographic details surrounding the Five Mile Prairie Area. This map essentially illustrates how many people have access to Sky Prairie Park and how property lines affect city and county boundary lines. The importance of city and county boundary lines can determine the amount of funding that goes into Sky Prairie Park and also into other things such as road conditions. Census population data is an important resource to have within a document for points of reference and for future resources. Sky Prairie Park Master Plan 2015



Sky Prairie Park Master Plan 2015

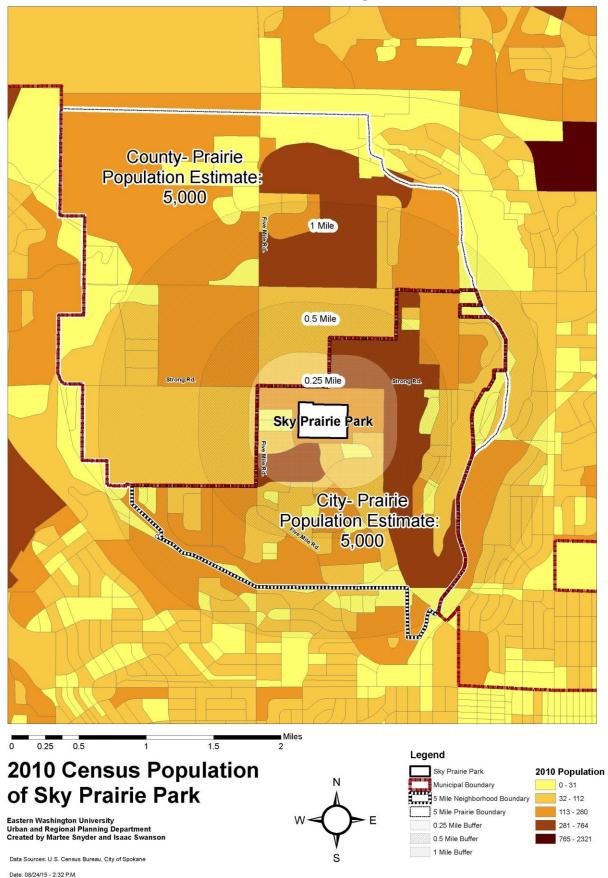








# **2010 Census Population**



## Appendix II: Sky Prairie Meeting Notes

Sky Prairie Meeting 6-28-2015

On June 28th, 2015 Professor Gregg Dohrn and Students from Eastern Washington University met with Councilwoman Candance Mumm, Five Mile Neighborhood Association President Kathy Miotke, City of Spokane Parks Planner Garrett Jones, and Five Mile Prairie resident Sara Dexter and found the following:

#### **Discussion Summary:**

1. The history of the area was discussed in length, it was obvious that it was very important to understand the history in order to plan for the area.

a. The area was used for farming because of its designation as a prime agriculture soil.

b. Sky Prairie Park is part of the Five Mile Watershed.

c. The land that now houses Sky Prairie Park was gifted to the City by a developer for the purpose of maintaining open space/ building a park.

d. A vocal group of citizens helped to pass a bond to build a park.

e. It is a Community Level Park.

- 2. The planning area differs from the actual neighborhood boundaries.
  - a. The planning area extends to approximately 2.5 miles around the Park.

b. This includes everything following the cliffs to County Holms Blvd. (these people come to the meetings)

c. It Does NOT include the area around the Five Mile shopping center or the Holmberg area.

- 3. The following were taken into consideration when creating the design for the park:
  - a. Maintaining/protecting the natural area.

b. CPTED-Crime Prevention Through Environmental Design tactics were used.

c. A large community-gathering place was built (North end by the tennis courts) to encourage reunions, community events, etc.

4. Design concepts to keep in mind while creating the Master Plan:

a. The skate park not necessary, it was built when skate boarding was very popular, but did not get the necessary attention to keep expanding it.

b. Include more native history via interpretive signage.

c. Incorporate more art. Art-bronze sculptures at main entrances were mentioned. "Great Art, Great Park."

d. Improve on the walking path by installing a few maps and the entrances so one could navigate the paths more easily.

e. Some sort of water (splash pad) should be included into the final design. Especially when the smaller children play.

f. Low impact design was desired in order to keep the natural areas safe.

## Appendix II: Sky Prairie Meeting Notes Continued:

Linkages with the surrounding natural areas/parks seemed to be desired. A few nearby areas include:

 Gully-Austin Ravine. This property was purchased with Conservation Future funds. Five-Mile neighborhood has a ped/bike plan that includes a future connection to this natural area.

#### 6. Access:

- a. Current entrances are in the North, South, and East.
- b. There are a few more opportunities for access points via Walker St. and Heath St.

c. The development of crosswalks and safer ways to travel to/from school-to/from the park were discussed. Currently Strong Rd which runs along the North side of the Park has no sidewalks. Plenty of children cross this busy road via schools/houses on the North side of Strong Rd.) d. Is there a way to apply for the "Safe Pathways to School" grant?

- 7. Operations:
  - a. Vandalism seemed to be an issue.
  - b. The Parks Dept. maintains the Park.
  - c. Neighbors snow plow the trails in the winter.

d. Neighbors have asked that the Parks Dept. close the gates every night--can a neighbor volunteer to do this instead?

e. Look into new play equipment-think outside the box (there is more than just monkey bars and slides) think about a wide range of age groups.

#### 8. What was expressly communicated as a 'want':

- a. A guide map of the Park (mile markers.)
- b. Community education (interpretive signage.)
- c. More programming of the amenities.
- d. Mini-free library in the park.
- e. Landscaping Palette.
- f. More art.

#### 9. Upcoming CIPs:

a. A connection between Five Mile and Indian Trail neighborhoods (which is expected to increase the amount of uses of the Park by 7000.)

- b. A new round about in the intersection of Strong and (?)
- c. Possibly a new School (Mead School District, located in the County.)
- d. North Five Mile Rd. improvements. (2017)

## Appendix III: Five Mile Neighborhood Survey:

### **Five Mile Neighborhood Survey:**

A survey was completed by residents of Five Mile Prairie on December 12, 2014. It was managed by SurveyMonkey<sup>®</sup> at surveymonkey.com. A link to the survey was sent out to nearly 400 residents via email from the Five Mile Prairie Neighborhood Association. Two schools were also involved in the survey process which included Prairie View Elementary and Five Mile Prairie Schoolhouse. It was conducted from November 13, 2014 to December 12, 2014 from the homes of the selected respondents. A total of 100 community members responded to 8 questions. Some main highlights of the survey on Sky Prairie Park is that is it most utilized for its exercise opportunities and playground equipment. The most sought after feature that is missing from the park is a water feature, followed by a sports facility and landscaping. The following are the eight questions included in the survey with their percentage of responses.

# Question 1: How often in the last year have you or someone in your household used Sky Prairie Park near the center of Five Mile Prairie?

- 1. Did not use- 10.1%
- 2. Once- 3.0%
- 3. 2-5 times- 12.1%
- 4. 5-10 times- 14.1%
- 5. More than 10 times- 60.6%

#### Question 2: What did you use the park for? (check all that apply)

- 1. Exercise- 82.2%
- Exercise 2. Sports- 32.2% 3. Playground- 53.3% Sports 4. Dog Walking- 31.1% 5. Celebrations- 11.1% Playground 6. Group Events- 18.9% Dog Walking 7. Other- 6.7% Celebrations **Group Events** Other 60% 70% 80% 90% 100% 0% 10% 20% 30% 40% 50%

## Question 3: What features would you like to see added to the park? (check all that apply)

- 1. Sports facility-37.97%
- 2. Water feature- 63.29%
- Playground equipment-21.52%
- 4. Landscaping- 37.97%
- 5. Event area- 30.38%
- 6. Art- 20.25%
- 7. Community garden- 10.13%
- 8. Wifi- 20.25%

## Question 4: Are there features in the park that you feel are underutilized or not needed?

- 1. Yes- 19.1%
- 2. No- 80.9%

## Question 5: Do you have any safety/security concerns within the park?

- 1. Yes- 23.4%
- 2. No- 76.6%

## Question 6: Do you live on Five Mile Prairie?

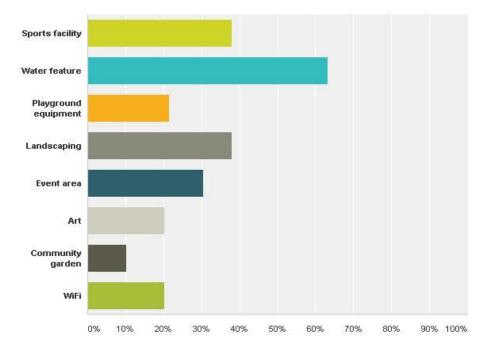
- 1. Yes- 98.0%
- 2. No- 2.0%

## Question 7: What is your gender?

- 1. Male- 34.0%
- 2. Female- 66.0%

## Question 8: What is your age group?

- 1. Under 18- 0.0%
- 2. 18-30- 1.8%
- 3. 31-40- 17.2%
- 4. 41-50-43.4%
- 5. 51-60- 18.2%
- 6. 61-70- 11.1%
- 7. Over 70- 9.1%



# Appendix IV: Spokane County Parks Recreation, and Open Space Plan Goals and Policies

Approved by the Spokane County Board of Commissioners, 2014

The Goals and Policies of Spokane County's Parks, Recreation and Open Space Plan were developed through public input to reflect which direction County Parks should move in for future development and acquisition of community parks, open space, trails, and other recreational facilities.

#### VISION AND OVERALL GOAL

The vision for Parks, Recreation, and Open Space is as follows:

To preserve and create viable natural habitat and trail corridors integrated with and whenever possible, connected to, a well-distributed system of well-maintained community and regional parks designed to enhance the quality of life by providing recreational opportunity, preserving open spaces and protecting important elements of Spokane's great natural heritage for future generations.

This vision was developed through the citizen participation process and provides guidance to the goals and objectives that are outlined in this section. The vision has a single overall goal for the Parks and Recreation Program, which is:

# To enhance the quality of life for the residents of Spokane County by providing the highest quality and quantity of parks, open space, trails, and recreational facilities.

This vision is accomplished through the preservation, acquisition, enhancement, and maintenance of a wellsited network of parks, open spaces, trails, and recreational facilities to be available to Spokane County residents.

#### **GOALS & POLICIES**

# PO.1 Provide a variety of parks, open space, recreation facilities, and recreation programs to benefit the broadest range of age, social, economic and special group interests and abilities.

PO.1.1 Development of new parks and recreation facilities shall be consistent with the Spokane County Comprehensive Plan and the Spokane County Park Plan.

PO.1.2 Park and recreation facilities should be developed, renovated and maintained to serve the widest possible cross-section of resident needs and interests, including accessibility for disabled persons.

PO.1.3Locate parks to provide for a variety of outdoor activities and to preserve and protect important habitat areas, corridors and linkages, natural amenities (e.g., wetlands and shorelines), unique landscape features (e.g., cliffs and bluffs) or other outstanding natural features.

Sky Prairie Park Master Plan 2015

PO.1.6 Involve the public and other agencies with expertise in the decision-making process regarding parks, recreation facilities and programs.

PO.1.7 Target waterfront areas (lakes, streams and rivers) to provide public access within the carrying-capacity limits of water resources and adjacent natural systems.

PO.1.8 Design future aquatic facilities for maximum programming opportunities to serve the greatest number of residents.

PO.2 Acquire and develop parks, recreational facilities, and open space areas to serve the needs of the public given available resources.

PO.2.1 Coordinate and cooperate with both public and private sector interests to further park and recreation opportunities.

PO.2.2 Coordinate park planning and land acquisition efforts across jurisdictional boundaries and consider existing and planned infrastructure, population served, environmental constraints, and available resources.

PO.2.3 Work with nonprofit and for-profit recreation providers to enhance the quality and quantity of available recreation facilities at the lowest possible expense to the taxpayer.

PO.2.4 Acquire waterfront property that will provide public access to the County's numerous water bodies. Such acquisitions should provide for non-motorized or motorized water craft access.

PO.2.5 Acquire and develop regional parks outside of the UGA that support numerous recreational activities and natural resource protection benefits. Such parks shall be sited and designed to attract regional visitors.

PO.2.6 Acquire and develop parkland for community parks within the Urban Growth Area, sited where LOS analysis has identified service gaps.

PO.2.7 Acquire and preserve open space areas proximate to the UGA that preserve viewsheds, provide easy access to the core of Spokane County's residents, and provide numerous natural resource conservation benefits.

PO.2.8 Include youth in the planning and development of community parks. Surveys will be sent to schools that are within three miles of the park being developed requesting input on the elements to be included in the park design.

PO.2.9 Develop new and improve existing campground facilities to meet the community's need for affordable, close-by outdoor recreational opportunities.

PO.2.10 A county-wide level of service of 0.23 softball fields per 1,000 residents, .043 aquatic facilities per 1,000 residents, and 0.32 campsites per 1,000 residents should be monitored and maintained.

#### Sky Prairie Park Master Plan 2015

# PO.3 Strive toward a level of service for developed community parks of 1.4 acres per 1,000 population for the Urban Growth Areas (UGA) and 8.3 acres per 1,000 population for regional parks.

PO.3.1 Utilize the Level of Service (LOS) Analysis to identify current and future residential areas within the UGA that may be underserved by community parks and strive to acquire and develop new community park land in those areas. When possible, collaborate with other jurisdictions to locate and develop new community parks that will move UGAs towards the LOS goals.

PO.3.2 Allow neighborhoods and communities within the unincorporated County the ability to increase park and recreation opportunities through the formation of self-taxing park service areas. Neighborhoods may include this option within their individual neighborhood plans.

PO.3.3 Work with the Spokane County Board of County Commissioners (BoCC) and other departments to study, develop, and implement mitigation fees or other alternative funding mechanisms to help fund future parks, open space areas, trails, other recreation facilities, and the maintenance thereof.

PO.3.4 Whenever possible, work cooperatively with other jurisdictions and agencies to identify, acquire, and develop community parkland that provides a range of benefits (e.g. Parks could work with Utilities to identify property could be acquired and developed to provide recreation and water quality benefits.).

PO.3.5 Future community parks should be greater than 10 acres in size to adequately serve current and projected population and provide a diverse range of recreational opportunities unless opportunities arise (i.e. through donation, etc.) to obtain smaller sites at little to no cost to County Parks or current land use patterns prevent a larger property from being acquired in an area of need.

PO.3.6 Monitor the availability of state, federal, and other sources to fund the acquisition and development of community and regional parks. Work with other departments, jurisdictions, non-profit organizations, and private individuals to secure local match.

PO.3.7 Where current level of service within an Urban Growth Area is zero or deficient, staff should analyze that UGA to determine if current population is either deficient to warrant a new community park and/or is being served sufficiently by adjacent jurisdiction(s).

# PO.4 Provide a parks system that is well maintained, effectively managed, and efficient to serve both current and future needs.

PO.4.1 When budgets are limited, maintenance of existing park and recreation facilities should take precedence over acquisition and development of new facilities.

PO.4.2 Budgets for facility maintenance should be prepared and considered as plans are made for acquisition.

PO.4.3 Design standards for parks should ensure safety, security, cleanliness, accessibility, and ease of maintenance.

PO.4.4 Sustainable design principles should be considered in the design of County parks and recreation facilities to promote resource conservation and reduce long-term costs of managing such facilities.

Sky Prairie Park Master Plan 2015

PO.4.5 Parks should be designed and located to provide ease of access for pedestrians, persons with disabilities, bicycles, autos and public transit.

PO.4.6 When determined appropriate, retain the natural features of proposed parks and recreation areas and whenever feasible, designs should incorporate the use of native vegetation to reduce overall maintenance costs.

PO.4.7 Parks shall not be sold or reverted to other non-public, non-recreational uses as a cost-saving measure.

# PO.5 Preserve open space corridors that ensure long-term viability for wildlife & passive recreation in Spokane County.

PO 5.1 Continue to work with citizens, agencies, jurisdictions, and non-profit groups to identify priorities for open space preservation within Spokane County.

PO.5.2 Utilize the Conservation Futures Tax (CFT) to purchase, preserve, and protect critical habitat and open space corridors throughout the County.

PO.5.3 Continue to acquire and preserve land around Tower Mountain/Krell Ridge to connect Dishman Hills Natural Area with Dishman Hills Conservation Area and provide access to the public through a system of developed trailheads designed to serve multiple communities.

PO.5.4 Continue to acquire and preserve land along the Lower Little Spokane River to expand the Little Spokane River Natural Area and the current water trail system therein.

PO.5.5 Acquire and preserve land around Mica Peak to expand existing Liberty Lake Regional Park and preserve existing trails utilized by the public that currently traverse private property.

PO.5.6 Work with other jurisdictions to meet shared goals for preserving open space lands and corridors throughout Spokane County.

PO.5.7 Whenever possible, identify and apply for grant opportunities using CFT as match to facilitate acquisition of properties on the Conservation Futures Prioritized Acquisition List.

PO.5.8 Develop additional and continue current revenue sources for the funding of open space preservation. Funding sources may include, but are not limited to, bond issues, additional levies, Conservation Futures Tax, land dedication, and the use of impact fees.

PO.5.9 Utilize the Spokane County Critical Areas Ordinance, the Spokane County Comprehensive Plan (and Zoning Code), the Spokane Regional Trails Plan, and other agency plans or data sets to help prioritize areas for open space acquisition/preservation.

PO.5.10 Consider additional means for funding and preserving open space within Spokane County such as the transfer of development rights (TDR), donations (land and monetary), development impact (mitigation) fees, Department of Natural Resources (DNR) Trust Land Transfer Program, formation of a park district, acquisition by other jurisdiction/organization.

PO.5.11 The Conservation Futures Program should be flexible enough to take advantage of unforeseen opportunities as they become available. Such unforeseen opportunities may be of local, regional, or of state significance and/or provide a once-in-a-lifetime opportunity to preserve and provide connectivity, high quality wildlife habitat and passive recreational opportunities.

PO.5.12 Encourage the preservation and enhancement of open space by nonprofit organizations and private individuals.

PO.5.13 Encourage the retention of all publicly owned open space areas.

PO.5.14 Encourage the inclusion of functional open space within planned unit developments for residential, commercial and industrial development.

PO.5.15 Level of service for open space should be maintained at 115 acres per 1,000 residents and increased when feasible.

PO.5.16 Work with other agencies to acquire, preserve, enhance, and connect geologic sites identified on the Ice Age Floods National Recreational Trail.

# PO.6 Manage open space area lands to balance wildlife and recreational needs.

PO.6.1 Ensure that recreational uses are consistent with the protection and preservation of environmentally sensitive open spaces and wildlife corridors.

PO.6.2 Manage all open space areas to maintain a balance of recreational uses that maintain a positive user experience for all public users.

PO.6.3 Close, rehabilitate, or relocate trails that are determined to be unsustainable, promote erosion, and/or bisect critical sections of wildlife habitat within open space areas.

PO.6.4 Provide when feasible trail heads that allow safe parking for visitors that helps promote legal, passive recreational uses within open space areas.

PO.6.5 Review development (subdivision) proposals to evaluate potential impacts on Levels of Service and to identify opportunities for multiple use of proposed open space set aside through development regulations.

PO.6.6 Utilize the Conservation Futures Best Management Practices (See: Appendix D) to help guide future stewardship of open space areas.

Sky Prairie Park Master Plan 2015

PO.7 Utilize the Spokane County Regional Trails Plan that envisions a county-wide system of multipurpose nonmotorized trails to secure, preserve, and develop a network of trails throughout Spokane County that connect communities and provide easily accessed recreational opportunities.

PO.7.1 Provide trails for pedestrians (including, where feasible, access for persons with disabilities), bicyclists, equestrians, cross-country skiers and other non-motorized vehicle users.

PO.7.2 Provide for linkages of communities, community facilities, workplaces, neighborhoods, schools, recreation areas, open space and cultural/historical areas.

PO.7.3 Separate recreational trails from motorized vehicle traffic where feasible. Where separated trails are not feasible, then priority should be given to pedestrian safety.

PO.7.4 Inventory, analyze, and preserve when possible existing rights-of-way (including abandoned rail and utility easements) for possible use as multipurpose non-motorized trails.

Appendix V: City of Spokane Parks and Recreation, and Open Space Plan, Goals and Policies:

Approved by the Spokane City Council June, 2015

# PRS 1 PRESERVATION AND CONSERVATION

# Goal: Assure the preservation and conservation of unique, fragile, and scenic natural resources, and especially non-renewable resources.

# PRS 1.1 Open Space System

Provide an open space system within the urban growth boundary that connects with regional open space and maintains habitat for wildlife corridors.

**Discussion:** The city should work with other open space planners and providers to create a regional open space and green belt system. This may include coordination with local utilities for joint use of utility corridors for passive recreational uses.

### **PRS 1.2 River Corridors**

Protect river and stream corridors as crucial natural resources that need to be preserved for the health and enjoyment of the community.

# PRS 1.3 Funding for Open Space and Shoreline Land Acquisition

Purchase open space and shoreline land when they become available using funding sources available.

**Discussion:** The city shall attempt to access funding from local (annual park budget, city general fund, gifts, Conservation Futures funds, local improvement districts, bonds, dedications, and impact fees), state (IAC grants), and federal sources (Community Development Funds). A more equitable distribution of conservation futures funding between the city and the county should be pursued. The Parks and recreation department should develop an evaluative process to identify parcels of land for potential purchase.

# **PRS 1.4 Property Owners and Developers**

Work cooperatively with property owners and developers to preserve open space areas within or between developments, especially those that provide visual or physical linkages to the open space network.

**Discussion:** This should be a consideration during the approval process for subdivisions, planned contracts, and shoreline permits. The city should explore the use of regionally consistent incentives to protect open space. Incentives may include bonus densities, transfer of development rights, and tax abatement or deferment.

# **PRS 1.5 Green Space Buffers**

Preserve and/or establish areas of green space buffer to provide separation between conflicting land uses.

# **PRS 1.6 Funding to Acquire Critical Lands**

Maintain a contingency fund (Park Cumulative Reserve Fund) dedicated to the acquisition of critical area lands, which would be lost if not immediately purchased.

# PRS 2 PARK AND OPEN SPACE SYSTEM

Goal: Provide a park system that is an integral and vital part of the open space system and that takes advantage of the opportunities for passive and active recreation that a comprehensive open space system provides.

# **PRS 2.1 Amenities within Each Neighborhood**

Provide open space and park amenities within each neighborhood that are appropriate to the natural and human environment of the neighborhood, as determined by the neighborhood and the Spokane Park Board.

**Discussion:** Amenities such as center plazas, playground equipment, restrooms, shelters, backstops, trails, trees, and plant materials.

# PRS 2.2 Proximity to Open Space

Provide open space in each city neighborhood.

**Discussion:** To maintain the viability and health of the city, residents should have equitable proximity to open space.

# **PRS 2.3 Urban Open Space Amenities**

Continue to develop urban open space amenities that enhance the local economy.

**Discussion:** Urban open space amenities include trails, interpretive areas, plant materials, public squares, view points and interpretive signage, and provide benefits to both residents and visitors.

# **PRS 2.4 Park Funding**

Consider all potential funding sources to maintain the adopted level of service for parks.

**Discussion:** Potential funding sources include: impact fees, Park budget, General Fund, gifts, dedications, LIDs, bonds, Community Development funds, Conservation Futures funds, and grants.

# **PRS 2.5 Capital Improvement Program**

Prepare and update annually a six-year capital improvement program for implementation of the Parks, Recreation, and Open Spaces Plan.

# **PRS 2.6 Cultural and Historic Parks**

Preserve and showcase the cultural and historic character of the parks and the park system.

**Discussion:** Many of Spokane's parks have great cultural and historic character that should be identified, preserved, and showcased during park development.

# PRS 3 BICYCLE AND PEDESTRIAN CIRCULATION

# Goal: Work with other agencies to provide a convenient and pleasant open space-related network for pedestrian and bicyclist circulation throughout the City of Spokane. Policies

# **PRS 3.1 Trails and Linkages**

Provide trails and linkages to parks that make minimal use of streets, especially arterial streets, in order to maximize the recreation experience and safety of all users.

# **PRS 3.2 Trail Corridor Development**

Include landscaping, revegetation, and reforestation in trail corridor development where appropriate and desirable to provide a pleasant trail experience, and visual separation from private adjacent uses.

# **PRS 3.3 People Movement through Riverfront Park**

Develop a pedestrian-friendly, attractive mode of moving people through Riverfront Park using the Howard Street Corridor from North Central High School to Lewis and Clark High School.

**Discussion:** The Spokane Park Board, the Downtown Spokane Partnership, and various partners along the route have begun informal discussions of a yet-to-be defined "people mover." The people mover should have stops to service new and existing facilities and activities.

# PRS 4 PARK PREVENTATIVE MAINTENANCE PROGRAM

# Goal: Recognize and upgrade Spokane's existing park resources by continuing the park preventative maintenance program.

# **PRS 4.1 Maintenance Management Program**

Implement a maintenance management program that will project maintenance, facility, and replacement costs.

**Discussion:** The current Park Operations budget is part of the Park Fund budget within the City of Spokane's two-year budget. The maintenance management program should include six-year projections of maintenance and capital needs in addition to facility and equipment replacement costs. Typical elements include playground equipment, community buildings, pavilions, shelters, restrooms, park furniture, irrigation systems, turf/tree/shrub areas, wading pools, spray pools, swimming pools, and sports facilities.

# **PRS 4.2 Park Traffic Patterns**

Improve park traffic patterns for motorists, bicyclists, equestrians, and pedestrians.

# PRS 4.3 Park Sign Plan

Implement and maintain a park sign plan throughout the City of Spokane that standardizes all park signs, including entrance, direction, and rules signs.

Discussion: This policy does not affect historic signs.

# **PRS 5 RECREATION PROGRAM**

Goal: Assure an indoor and outdoor recreation program, which provides well-rounded recreational opportunities for citizens of all ages.

# **PRS 5.1 Recreation Opportunities**

*Provide and improve recreational opportunities that are easily accessible to all citizens of Spokane.* 

**Discussion:** Continue to support community-oriented special interest programs that are responsive to expressed demands, and that foster community support, and improve the health of the community.

# **PRS 5.2 Private Partnerships**

Create public-private partnerships and develop incentives for a community-oriented sports and special interest program, which is responsive to expressed demands and fosters participant support of all ages and abilities.

**Discussion:** A potential partnership could include a sixteen-court indoor sports complex that is developed through public-private partnerships with Hoopfest and the Greater Spokane Sports Association.

# **PRS 5.3 Special Programs**

Support special population participants in Spokane Parks and Recreation Department programs.

# **PRS 5.4 Community Information System**

Promote parks and recreation programs, services, and facilities through an effective community information system, including the media, mail, telephone, and on the internet.

# **PRS 5.5 Indoor Recreational Facilities and Programs**

Provide facilities and programs that afford the public the opportunity to participate in a broad range of indoor recreational activities, such as fine arts, historical appreciation, performing arts, arts and crafts, fitness, swimming, and indoor athletics.

**Discussion:** This includes one or more additional indoor swimming pools, which are conveniently located and provide swimming for all age groups and abilities.

# **PRS 5.6 Outdoor Recreational Facilities**

Provide facilities and programs that allow the public the opportunity to participate in a broad range of outdoor recreational activities.

**Discussion:** Having an abundance of outdoor recreation opportunities enhances the quality of life for existing residents as well as a draw for those who are considering moving to Spokane.

# PRS 5.7 City Golf Courses

Continue to provide for and maintain the public golf courses in Spokane.

# **PRS 5.8 Recreation for Youth**

Provide a diversity of recreation opportunities, in a safe, healthy manner that meet the interests of the community's youth.

**Discussion:** Support recreation and leisure alternatives for young people by involving youth in parks and open space planning and decision-making.

# PRS 6 AGENCY COORDINATION AND COOPERATION

Goal: Encourage and pursue a climate of cooperation between government agencies, non-profit organizations, and private business in providing open space, parks facilities, and recreational services that are beneficial for the public.

# **PRS 6.1 Duplication of Recreational Opportunities**

Facilitate cooperation and communication among government agencies, non-profit organizations, school districts, and private businesses to avoid duplication in providing recreational opportunities within the community.

# PRS 6.2 Cooperative Planning and Use of Recreational Facilities

*Conduct cooperative planning and use of recreational facilities with public and private groups in the community.* 

# PRS 6.3 Joint Park and Open Space Planning

Ensure that parks, open space, and greenbelts are planned and funded in coordination with Spokane County prior to allowing urban development within the city's UGA, yet outside city limits.

# PRS 7 PARKS SERVICE QUALITY

Goal: Provide a parks and recreation system that is enjoyable, efficient, financially responsible, and a source of civic pride.

# **PRS 7.1 Quality of Service**

Provide high quality of service to the community in all parks and recreation programs, services, and facilities.

# **PRS 7.2 Modern Management Practices**

*Employ state-of-the-art techniques in the park and recreation profession by providing staff training, laborsaving equipment, automatic systems, durable materials, effective facility design, and responsive leisure services.* 

# **PRS 7.3 Standards and Policies**

Maintain open communication and collaborative planning processes that help define service levels based on good management practices while providing quality service to the public.

**Discussion:** Open communication with all citizens is important to the Spokane Park Board. Open monthly committee and board meetings are held for this purpose. Service levels are defined through this process that may also include neighborhood, community, and special interest group meetings.

# **PRS 7.4 Volunteers**

Encourage and recruit volunteers to serve on advisory boards for program and facility design, leadership in program offering, and community service labor.

# **PRS 7.5 Evaluations**

Conduct continuous monitoring of the Spokane Parks and Recreation Department services, facilities, and programs through staff, participant, and public evaluations.

# **PRS 7.6 Strategic Plan**

Develop a strategic plan to ensure elements of the Parks, Recreation, and Open Spaces Plan are implemented.

**Discussion:** The Strategic Plan should include the top priority projects and dedicated funding sources of the Spokane Park Board in a six-year action plan format.

# **PRS 7.7 Public Participation**

Ensure that decisions regarding the city's park and open space system encourage the full participation of Spokane's citizenry.

**Discussion:** The citizens of Spokane are passionate about their park system. When changes or additions are proposed for the park system, citizens should be given every opportunity to comment and participate. This policy is intended to apply to all councils, boards, commissions, and committees.

# Sky Prairie Park Master Plan 2015

# **Appendix VI:**

Incorporating a climbing boulder once current play equipment is in need of renewal raises questions about the liability of such a play structure. The following will address these concerns:

# RCW 4.24.210

# Liability of owners or others in possession of land and water areas for injuries to recreation users — Known dangerous artificial latent conditions — Other limitations.

(1) Except as otherwise provided in subsection (3) or (4) of this section, any public or private landowners, hydroelectric project owners, or others in lawful possession and control of any lands whether designated resource, rural, or urban, or water areas or channels and lands adjacent to such areas or channels, who allow members of the public to use them for the purposes of outdoor recreation, which term includes, but is not limited to, the cutting, gathering, and removing of firewood by private persons for their personal use without purchasing the firewood from the landowner, hunting, fishing, camping, picnicking, swimming, hiking, bicycling, skateboarding or other non-motorized wheel-based activities, aviation activities including, but not limited to, the operation of airplanes, ultra-light airplanes, hang gliders, parachutes, and paragliders, rock climbing, the riding of horses or other animals, clam digging, pleasure driving of off-road vehicles, snowmobiles, and other vehicles, boating, kayaking, canoeing, rafting, nature study, winter or water sports, viewing or enjoying historical, archaeological, scenic, or scientific sites, without charging a fee of any kind therefor, shall not be liable for unintentional injuries to such users.

(2) Except as otherwise provided in subsection (3) or (4) of this section, any public or private landowner or others in lawful possession and control of any lands whether rural or urban, or water areas or channels and lands adjacent to such areas or channels, who offer or allow such land to be used for purposes of a fish or wildlife cooperative project, or allow access to such land for cleanup of litter or other solid waste, shall not be liable for unintentional injuries to any volunteer group or to any other users.

(3) Any public or private landowner, or others in lawful possession and control of the land, may charge an administrative fee of up to twenty-five dollars for the cutting, gathering, and removing of firewood from the land.

(4)(a) Nothing in this section shall prevent the liability of a landowner or others in lawful possession and control for injuries sustained to users by reason of a known dangerous artificial latent condition for which warning signs have not been conspicuously posted.

(i) A fixed anchor used in rock climbing and put in place by someone other than a landowner is not a known dangerous artificial latent condition and a landowner under subsection (1) of this section shall not be liable for unintentional injuries resulting from the condition or use of such an anchor.

(ii) Releasing water or flows and making waterways or channels available for kayaking, canoeing, or rafting purposes pursuant to and in substantial compliance with a hydroelectric license issued by the federal energy regulatory commission, and making adjacent lands available for purposes of allowing viewing of such activities, does not create a known dangerous artificial latent condition and hydroelectric project owners under subsection (1) of this section shall not be liable for unintentional injuries to the recreational users and observers resulting from such releases and activities.

(b) Nothing in RCW **4.24.200** and this section limits or expands in any way the doctrine of attractive nuisance.

(c) Usage by members of the public, volunteer groups, or other users is permissive and does not support any claim of adverse possession.

(5) For purposes of this section, the following are not fees:

(a) A license or permit issued for statewide use under authority of chapter **79A.05** RCW or Title **77** RCW;

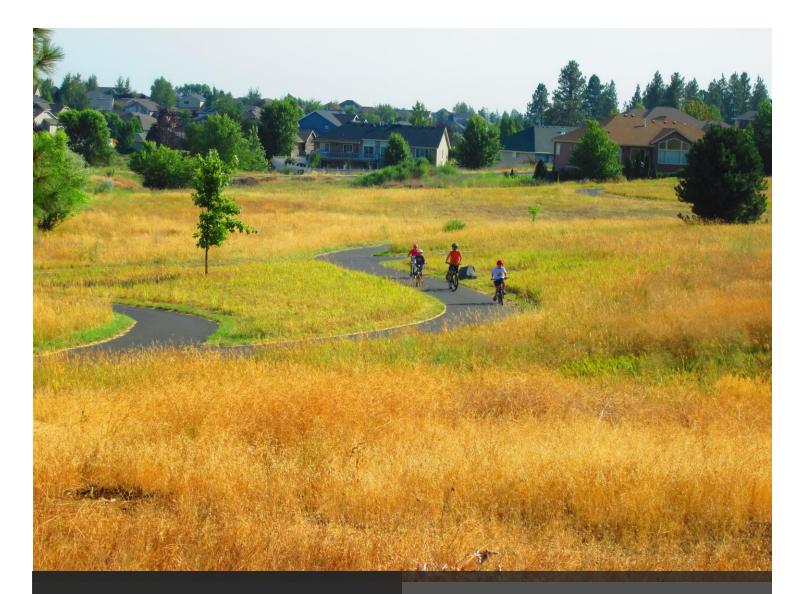
(b) A pass or permit issued under RCW 79A.80.020, 79A.80.030, or 79A.80.040; and

(c) A daily charge not to exceed twenty dollars per person, per day, for access to a publicly owned ORV sports park, as defined in RCW **46.09.310**, or other public facility accessed by a highway, street, or non-highway road for the purposes of off-road vehicle use.

# Appendix VII: Data Sources

The following data sources were used when compiling this master plan:

U.S. Census Bureau USGS National Map Viewer Washington State Department of Ecology City of Spokane Spokane County Google Earth Martee Snyder (Maps) Isaac Swanson (Maps, Photos) http://apps.leg.wa.gov (climbing bolder RCW)



# Sky Prairie Park

Master Plan September 2015

City Clerk's No. \_OPR # 2016-0549\_\_\_



# **City of Spokane**

# **CONTRACT AMENDMENT / EXTENSION #1**

Title: RFP Bond - Arborist Services for the Riverfront Park Redevelopment Project

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NORTHWEST PLANT HEALTH CARE, INC.**, whose address is P.O. Box 1978, Post Falls, Idaho, 83877, as ("Contractor").

WHEREAS, the parties entered into a Contract (OPR # 2016-0549) wherein the Contractor agreed to provide for the City **ARBORIST SERVICES FOR THE RIVERFRONT PARK REDEVELOPMENT PROJECT**; and

WHEREAS, a second (2<sup>nd</sup>) year, or renewal of the existing contract needs to be initiated, as well as a change or revision in the Contractor's hourly Fee Schedule Attachment has been requested, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

#### 1. CONTRACT DOCUMENTS.

The original Contract dated June 14, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

#### 2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on January 1, 2017, and run through December 31, 2017.

#### 3. AMENDMENT.

The Consultant's Fee Schedule Attachment in the original Contract is revised, and shall be supplanted by the new Fee Schedule Attachment, which is attached hereto, and will replace the original Fee Schedule Attachment document in the original Contract.

**4. COMPENSATION.** The City shall pay an additional amount not to exceed **ONE HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$128,625.00)** for everything furnished and done under this Contract Amendment / Extension #1, which includes the fee escalator called out for in the original Contract. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

The Consultant's Fee Schedule Attachment in the original Contract is revised, and shall be supplanted by the new Fee Schedule Attachment, which is attached hereto, and will replace the original Fee Schedule Attachment document in the original Contract.

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

NORTHWEST PLANT HEALTH CARE, INC.	CITY OF SPOKANE
By Signature Date	By Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Agreement:	
Amended Consultant Fee Schedule	

16-672a

# <u>4.5. Cost Proposal – for contract year 2017</u>

n

nw plant health care

### **Bid Items**

Tree Protection Zone	\$ 325 each
Root Treatment	\$ 575 each
Remove Tree Class 1	\$ 107.00/man hour
Remove Tree Class 2	\$ 107.00/man hour
Remove Tree Class 3	\$ 107.00/man hour
Remove Tree Class 4	\$ 107.00/man hour
Tree Pruning Class 1	\$ 107.00/man hour
Tree Pruning Class 2	\$ 107.00/man hour
Tree Pruning Class 3	\$ 107.00/man hour
Tree Pruning Class 4	\$ 107.00/man hour

Northwest Plant Health Care Inc PO Box 1978 Post Falls, ID 83877 NorthwestPlantHealthCare.com

509.892.0110 208.687.2884 509.892.3818 fax nphc@northwestplanthealthcare.com

# CITY OF SPOKANE PARK BOARD RESOLUTION

A Resolution regarding Naming and Redevelopment of Canada Island in Riverfront Park.

**WHEREAS**, the Spokane Tribal Business Council ("Tribal Council") is the duly constituted governing body of the Spokane Tribe of Indians ("Tribe") by authority of the Constitution of the Spokane Tribe ("Constitution); and

**WHEREAS**, under the Constitution of the Tribe, the Spokane Tribal Business Council is authorized to negotiate with and represent the Tribe before federal, state and local governments and their departments and agencies; and

**WHEREAS**, the Tribe's ancestral homelands encompass several million acres in northeastern Washington State, including the Spokane River in its entirety from the east near present day Liberty Lake, Washington, and to the confluence of the Spokane and Columbia Rivers; and

**WHEREAS**, large, permanent villages of the Tribe abounded at and around the great Spokane Falls, in an area currently known as downtown Spokane, Washington; and

**WHEREAS,** Spokane Falls lies at the heart of the Spokane Tribe's federally recognized, exclusive aboriginal territory; and

**WHEREAS,** Spokane Falls was the location of an abundant salmon fishery and, in years of abundance, the Spokane Tribe would invite friendly neighboring tribes to partake in the salmon harvest; and

**WHEREAS**, Spokane Falls was taken from the Spokane Tribe without the Tribe's consent when settlers overtook the area, even though the Tribe's aboriginal title had not been properly extinguished under federal law; and it was not until 1887 that the Tribe's forebears reluctantly ceded title to the Spokane Falls area, after having been actually dispossessed of the area for many years; and

**WHEREAS**, the Tribe maintains strong connections to its aboriginal homelands, including the great Spokane Falls; and

**WHEREAS**, within the Spokane Falls area lies an Island known to non-Indians as "Canada Island" or "Cannon Island"; and

WHEREAS, Canada Island remains an important Cultural Resource for the Tribe; and

**WHEREAS**, the Spokane Park Board is empowered by the City Charter to lay out, establish, purchase, procure, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways; and

**WHEREAS** the Spokane Park Board is empowered by the City Charter to make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations; and

**WHEREAS** the Spokane Park Board is empowered by the City Charter to improve and adorn parks and park property, and do all things necessary or proper to render the parks or other property of value to the public; including naming of all park land; and

**WHEREAS**, in 1974, the City of Spokane changed the name of Cannon Island to Canada Island as part of the 1974 International Environmental Exposition held in Riverfront Park ("Expo '74"); and

**WHEREAS**, after Expo '74, Canada Island and the rest of the exposition grounds were dedicated as a city park and thus under the exclusive control of the Spokane Park Board, which includes the power to rename the island; and

**WHEREAS**, in 2014, the citizens of Spokane approved a \$64.3 million bond to revitalize and redevelop Riverfront Park (the "Riverfront Redevelopment Project"); and

**WHEREAS**, as part of the Riverfront Redevelopment Project, the City of Spokane and the Spokane Park Board wish to promote awareness of its first inhabitants, the Spokane Tribe, and

**WHEREAS,** as part of the Riverfront Redevelopment Project, the City of Spokane and the Spokane Park Board wish to rename Canada Island to a name chosen by the Spokane Tribe and approved by the Spokane Park Board, and wish further that the Spokane Tribal place name (and its English translation) to serve as a dedication to the Spokane Tribe by the residents of the City of Spokane; and

**WHEREAS**, the Spokane Park Board is aware of the Tribe's cultural resources on Canada Island, and wishes to work cooperatively with the Tribe to avoid adverse effects to those resources during the Riverfront Redevelopment Project; and

WHEREAS, the Spokane Park Board in cooperation with the Canadian Government, Consul General of Canada James K. Hill recognizes "Small acts like renaming Canada Island to honor the original inhabitants of the Spokane area are symbolically important to the ongoing process in both Canada and the U.S."

**WHEREAS**, as part of the Riverfront Redevelopment Project, the Spokane Park Board wishes to work with the Tribe concerning the determination of appropriate land uses, activities, signage and public art displays on Canada Island; and

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane Park Board, hereby agrees to rename Canada Island to an appropriate place name selected by the Spokane Tribe, acting by and through its Spokane Business Council and in consultation with tribal elders and cultural resources staff; and

**BE IT FURTHER RESOLVED** that upon being provided with the selected place name, the Spokane Park Board shall either approve the selected place name or request the Spokane Tribe forward alternative place names, and upon approval of a selected place name, the Spokane Park Board shall take appropriate steps to formally rename Canada Island to the selected Spokane Tribal place name, and shall recommend to the Spokane City Council any further action that may be necessary to complete the renaming of Canada Island; and

**BE IT FURTHER RESOLVED** as part of the Riverfront Redevelopment Project, the Spokane Park Board requests that all staff, designers, and contractors associated with the Riverfront Redevelopment Project work with the Spokane Business Council's designated representatives to identify potential adverse effects to Tribal cultural resources located on Canada Island, and to further recommend to the Spokane Park Board methods for preserving said cultural resources or mitigating adverse effects on those cultural resources; and

**BE IT FINALLY RESOLVED** that the Spokane Park Board agrees to work with the Spokane Business Council concerning the determination of appropriate land uses, activities, signage and public art displays on Canada Island and throughout Riverfront Park, and to include the Spokane Business Council's designated representatives in all major design deliberations concerning Canada Island.

Adopted by the Spokane Park Board this \_\_\_\_\_ day of September 2016.

President, Spokane Park Board

On behalf of Spokane Tribe of Indians ("Tribe",) and by authority of the Constitution of the Spokane Tribe ("Constitution), I hereby acknowledge the foregoing resolution of the Spokane Park Board and agree to commit the resources of the Spokane Tribe to fulfill its stated intentions.

Carol Evans Date Chairwoman Spokane Business Council



AMENDMENT/CHANGE ORDER APPROVAL POLICY

October 24<sup>th</sup>, 2016

Amendments up to \$20,000.00

Reviewed by PMO/Owners Representative and signed by Planning Department Manager-Garrett Jones. Notify Executive Team.

Amendments greater than \$20,000 and/or collectively accumulating up to \$50,000.00 Reviewed by PMO/Owners Rep and approved by Executive Team. Over \$50,000.00 requires Board approval Amendments greater than 10% of original contract amount OR \$100,000 Approved by Executive Team and approved by Park Board.

All amendments will be tracked and regular updates provided to Executive Team, RFP Committee, and Park Board. Both Executive Team and Park Board will be notified in advance if contract change orders approach 10% of the contract total. PMO will add contract amendment history to agenda sheets, verify and state if budgeted or non-budgeted. Click HERE to view the proposed Promenade, South Bank East and North Bank 30% design as presented by Berger Partnership at the Oct. 13, 2016 Park Board study session.

#### November 7, 2016

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Riverfront Park Committee 808 W. Spokane Falls Blvd. Spokane, WA 99201

#### Dear Committee Members,

This letter is a summary of my plea for the Spokane Park Board to stop the design of the regional playground at this 30% stage and release this project, as originally planned, with a Request for Qualifications.

The current design for the playscape is a major deviation to the playscape as called out in the Ice Age Floods Playscape Pre-Design Study, which was approved by the Board prior to the bond passing. Thom Thompson, CPSI; Chris Cain, PLA; and I have concerns regarding the current design and firmly believe that this design falls drastically short of its potential and intended goals.

Our summarized concerns are as follows:

#### Ice Age Floods Story

- The Ice Age Floods are unique flood events. There has been no other flood events of their kind throughout history anywhere on this planet. We have a one-of-a-kind opportunity to develop a play and learning landscape that celebrates this story and communicates it to the public, especially children.
- The current design only references the Ice Age Floods story in an extremely limited, abstract capacity. Learning, educational, or interpretive activities are not emphasized.
- There's a possibility to associate the playscape with the Ice Age Floods National Geologic Trail if the playscape offered a meaningful interpretation of the story.

#### Safety

- The current design relies heavily on manufactured equipment for the play experience. This is a prescriptive play experience where there are only so many ways children can play on the equipment in a safe manner.
- This equipment caters to an older age range of children and excludes younger children.
- The steel slides would be unusable in the Park's peak months due to thermal heat retention.
- Young children cannot use the slides safely for developmental reasons, and they are the primary users of this sort of equipment.
- No provision for shade in an exposed site. Shade is a critical component in children's play environments.

#### Inclusivity

- The equipment caters to able-bodied, typically-developing children in the 8-12 age range. Younger children, or children with physical or cognitive impairments, social and/or emotional issues, or children with sensory conditions like autism would not find equal play experiences or play value in the current design. Every child has a right to play.
- The design focuses on providing primarily active play experiences. Imaginative play or any other types of play, and their benefits, are minimally provided for.

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 Any design needs to consider how to better integrate possibilities for parents, grandparents, caregivers to interact with their children during their play and learning experiences to deepen bonds and create memories (intergenerational opportunities).

Again, I urge the Park Board to stop the design of the regional playground at this 30% stage and release this project, as originally planned, with a Request for Qualifications so that a qualified team, one that understand child development, designing destination play environments, and the complexities and beauty of the Ice Age Floods Story can have a chance to provide the City and the public with a destination playscape that will be an incredible asset to Riverfront Park and a truly special place for our children and community members.

Included in this packet is the draft conceptual plan developed by Art + Environment (dated 03.17.14), which was contracted work for during the park's master plan process; and a professional evaluation of the current design by playground safety specialist, Thom Thompson, M.S., CPSI.

I thank the Board for its consideration.

Sincerely,

Jena Ponti Jauchius, PLA, ASLA, EDAC, LEED AP BD+C Principal, Art + Environment, LLC

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# THOMPSON & ASSOC. CONSULTANTS

700 NW Gilman Blvd., #375, Issaquah, WA 98027 Phone (425) 427 – 2988 / FAX (425) 427 – 9677 E-mail: thomplaysite@msn.com

# ICE AGE FLOOD - PROPOSED DESIGN

I have been familiar with the proposal to develop a themed environment and play area as part of the renovation of Spokane's Riverfront Park for some time. I have contributed my initial suggestions as to relevant safety consideration, accessibility issues and integrating natural play events to enhance the learning-while-playing opportunity for children. I was taken aback at the design suggestions recently proposed by the current architect. I am offering the following response to the over-all concept and proposed selection of play events as a professional expert in children's play with 25 years' experience in the field.

#### Opinion:

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The proposed design and event selection demonstrates a general lack of knowledge of children's developmental play behavior, safety requirements based on environmental conditions and the inclusion of what creates "play value" in child-centered recreational activities.

#### **Proposed Equipment:**

The proposed design suggests using a series of inter-connected rope webbing as a major play structure. This type of event is best suited for children 8 to 12 years old (CPSC, 5.3.2.3). Younger children have not developed the necessary physical skills of balance, coordination, and planning (CPSC, Sec. 2.3). For safety reasons they should be excluded, through signage for appropriate age group (CPSC, 2.2.5), because the stronger more aggressive play of older children presents a foreseeable, known hazard to young children (CPSC, Sec. 2.2.2). There is a failure here to understand that behaviorally older children are moving away from using equipment for its intended purpose and engage in high risk "creative use" and that they prefer peer-related activities. The sand/water table is a stand-alone event. It will accommodate about 6 children in per play session. A well designed sand-water area with supporting built-in design accessories will accommodate a dozen or more children each engaged in several different compatible small scale activities. To propose long extensive stainless steel slides ignores the local environment. I am very familiar with the local seasons. I was raised and educated, through college, in Spokane. Stainless steel slides will be unusable from late May through August because they are a source of severe burns in children due to thermal heat and violate federal requirements (CPSC, Sec. 2.1.1, 2.5.3) unless they are completely shaded. The significant length of the slide would not be suitable for young children who are the primary users of such equipment. Their slides need to be short with little or no curves because they lack the muscle control in the back to keep them upright and they cannot adjust to the high speed of fast, long slide beds. In all, the proposed design serves a limited older child age range and is not in the developmental interest, ability or safety of the widest age group of children play sites are intended for.

### Play Value:

We are all familiar with the angst parents feel when their child discards that expensive new toy and plays for three hours with the box it came in, i.e. play value. Play value has nothing to do with a large financial expenditure in equipping a site. It has everything to do with what you put on the site. The driving forces in play value are *novelty* and *complexity*. Play value is measured by how long a child plays during a session and how often they return to use and re-use the events in different, self-directed ways. This is not done by installing "only one right way" play structures. It is accomplished by providing open-ended, multi-use opportunities to experiment with, do differently and reinvent as they want. This proposed design is closed-end prescriptive play. It is the thing they know from every school and park they have gone to. They have mastered its intended use. Unique, novel play areas designed around a theme provide new experiences, help the child learn and conquer their world and give them a feeling of accomplishment and worth. Their experience is different today than yesterday and can be different tomorrow. They can't use it up. The site as proposed has little play value for children and they will soon lose interest. If they experiment beyond the intended use then they risk injury.

#### General Safety:

CPSC has been gathering injury data from playgrounds since the 1970's. There are three consistent facts regarding the causes of those injuries. Children are injured when they fall from excessive heights from the equipment to the surface below (CPSC, 1.7), children are injured when they use the equipment in ways not intended (CPSC, 2.3) and children are injured when there is a failure to properly maintain the play environment (CPSC, 4.). Nature driven open-ended, low to the ground play events side step the first two causes of injury. Children can experiment at an elevation that does not put them at risk. Well thought out, custom open-ended nature driven sites also change the dynamics of maintenance requirements. In most cases protective surfacing is less of an issue. Therefore, the site does not require daily, monthly and semi-annually grooming and replacement. The site, as proposed, is exactly the type of area CPSC has been monitoring for injuries for the last thirty years. It is exactly what Spokane already has on its docket to take care of. It is more of the same. It does not enhance play value, a child centered approach and a unique experience people drive miles to enjoy again and again.

Thank you for your attention to this important matter for the children of Spokane and I am certain most of the northwest.

Thom Thompson, President, MS.Ed, CDS, C.P.S.I.

# THOMPSON & ASSOC. CONSULTANTS

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700 NW Gilman Blvd., #375, Issaquah, WA 98027 Phone (425) 427 – 2988 E-mail: thomplaysite@msn.com

# SPECIFIC PROJECTS

As play site design safety consultants we bring the technical and safety intent of the ASTM standards to project designers to facilitate their creative approach. Following is a list of unique, custom play environments for a variety of clients.

Since 2005 for Dillon Works, Mukilteo, WA

- Turner Field, Tooner Pavilion; Indoor cartoon theme play area, Atlanta, GA
- Point Defiance Park; Indoor animal awareness area, Seattle, WA
- Woodland Park Zoo; "Zoonasium" Indoor natural regions interactive play, Seattle, WA
- Children's Hospital; Outdoor moderate to severe ADA play area, Seattle, WA
- Metro Center Mall Sky Park; Indoor space theme play area, Phoenix, AZ
- Minute Maid Park; Outdoor themed play at Astro Dome, Houston, TX
- Momentum Science & Health Park; Indoor human organ area, Asheville, NC
- STAR Center; Indoor extreme play area at public center, Tacoma, WA
- First Baptist Church; 3 indoor travel themed areas for Ed. center, Dallas, TX
- Seattle Children's Hospital, Indoor imaginative play area, Bellevue, WA
- Pencil Sculpture, Outdoor artistic feature for public mall, Everett, WA
- Domain II, Outdoor mall SW fauna themed custom play events, Austin, TX
- Del Amo Mall, Outdoor mall custom berms with play events, Torrance, CA
- Yorktown Mall, Indoor custom events for 2-12 years, Lombard, IL
- Two indoor SCPE with add-on custom events for church schools

Since 2009 for Woodland Park Zoo, Seattle, WA

- Penguin Exhibit; Outdoor play and viewing area, Seattle, WA
- Meerkat Exhibit; Outdoor Meerkat play mound, Seattle, WA
- Sponsor's Panel; Evaluate metal sculptures by artist for safety, Seattle, WA
- Dino Exhibit; Outdoor interactive exhibit with play opportunity, Seattle, WA
- Kid's Camp; Outdoor Asian themed play at Asian Otter Exhibit, Seattle, WA

Since 2011 for Turner Exhibits, Lynnwood, WA

- Aerie Climber; Indoor play area at Hands on Children's Museum, Olympia, WA
- Indoor play area/climber for private dental office, Olympia, WA
- In-door Kids Quest Children's Museum, Bellevue, WA

Since 2012 for Studio Hanson Roberts, Bainbridge Island, WA

- Kid's Camp; Design changes for Woodland Park Zoo, Seattle, WA
- Two outdoor custom play themed areas for park dept. Bainbridge, WA
- "Meltwater Play Area" indoor custom play at Arctic Exhibit, Vancouver, B.C.

# THOM THOMPSON, M.S., C.P.S.I. Playground Safety Specialist 700 NW Gilman Blvd. #375 Issaquah, WA 98027 Phone (425) 427-2988 E-mail thomplaysite@msn.com

Thom Thompson has provided safety and design consulting services for owners / operators of outdoor recreation facilities for 25 years. The clients have included developers wanting unique, custom parks for adult and children's use at multi-family housing projects and city and school agencies looking for innovative concepts for play site development or remodel projects.

Mr. Thompson has provided safety and design consultation services regionally and nationally to park departments, school districts, architects, equipment manufacturers, day care providers and insurance companies. His clients have included Everett City Parks, Portland Parks, Great American Insurance, Beaverton Schools, Bellingham Schools, EPIC Head Start Management services, Spokane Parks, Corvallis School District and Crawford Risk Management.

As a designer he has created playgrounds for numerous schools, day cares and multi-family housing complexes. These have included Bellingham School District, Beaverton School District, St. George Academy (Spokane), Portland French School, Lent School in Portland, several multifamily apartment complexes in Washington and Oregon for the Seattle branch of the national firm Simpson Housing Ltd. Partnership (SHLP), several for Seattle based Children's Early World Schools, Portland Providence Hospital Montessori Child Care Center, Woodland Park Zoo, Seattle based Studio Hanson Roberts, NW Trek Wildlife Park, The Portico Group, Dillon Works.

He served for 5 years as the Playground Safety Specialist for the Washington State Department of Health. His duties included writing and implementing the state safety guidelines for school and daycare playgrounds, training county health personnel in hazard identification and conducting statewide research on the causes of school injuries. His position was funded and sponsored by the Centers for Disease Control and Prevention (CDC). He also served for 6 years as the playground safety consultant for Great American Insurance Oregon school clients and brokers.

Mr. Thompson is often requested as a presenter for state and regional conventions. These have included PTA, Trail Lawyers Assoc., child-care licensers and school administration groups. Mr. Thompson was selected in a 25-nation competition to present his playground safety research results at the <u>Third International Conference on Injury Prevention and Control</u> in Melbourne, Australia. As a qualified national expert he provides court testimony on site design compliance in Washington, California, Oregon, Florida, Georgia, Missouri, Arizona, New Mexico and Illinois.

Mr. Thompson is a widely published author on playground safety and the legal aspects related to playgrounds with articles appearing since 1989 in such journals as <u>Executive Educator</u>, <u>School</u> <u>Business Affairs</u>, <u>PTA Today</u>, <u>The Child Advocate</u>, <u>Oregon Principal</u>, <u>The Washington State Bar</u> News and <u>The Play Book</u> for the National Playground Contractors Assoc.

He serves as a working group member on the American Society for Testing and Materials (ASTM) F-1487 industry standards committee for public use playground equipment. He was a participant in the 1990, 1997 and 2010 revisions of the U.S. CPSC federal guidelines <u>Handbook for Public Playground Safety</u>. He is a member of several ASTM playground related committees and a National Park & Recreation trained Certified Playground Safety Inspector (C.P.S.I.).



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1. COI, Work Plan, Schedule	Upon Signature	\$5,000.00
2. Preliminary Design and Arts Plan Development	4/2017-6/2017	\$10,000.00
3. Completed Art Plan, Concept Design and presentation	7/2017-9/2017	\$10,000.00
4. Final Design and presentation	10/2017-12/2017	\$15,000.00
5. Construction documents, final schedule and coordination	1/2018-4/2018	\$10,000.00
TOTAL PAYMENTS		\$50,000.00

City Clerk's No. OPR 2016-322



# City of Spokane Parks and Recreation Department

# **CONTRACT AMENDMENT #3**

Title: Riverfront Park Project Management Services 2016 and 2017 Budget Allocation

This Contract Amendment is made and entered into by and between the **City of Spokane Parks and Recreation Department** as ("City"), a Washington municipal corporation, and **Hill International, Inc.**, whose address is 818 West Riverside Avenue, Suite 350, Spokane, Washington, 99201 as ("**CONSULTANT**").

WHEREAS, the parties entered into a Contract wherein the **CONSULTANT** agreed to provide for the City Management Support Services; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

#### 1. CONTRACT DOCUMENTS.

The Contract, dated March 10, 2016 and April 4, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

# 2. EFFECTIVE DATE.

This Contract Amendment shall become effective on November 10, 2016.

#### 3. ADDITIONAL WORK.

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

Adjust contract scope and budget as follows:

2016	\$330,000	Program/Project Support; HSSB CM; & Pavilion PDB Procurement
2017	\$290,000	Program/Project Support; HSSB CM; & Pavilion PDB Procurement
2018	\$135,000	Program Support; & Pavilion PDB Management
2019	\$ 45,000	Program Support; & Pavilion PDB Management
Total	\$800,000	Original Contract Amount Unchanged

#### 4. COMPENSATION.

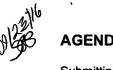
The City shall pay an additional amount not to exceed **ZERO AND NO/100 DOLLARS (\$0.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

HILL INTERNATIONAL, 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 Ag	greement:

Consultant's proposal dated October 31, 2016.

16-XXX



# AGENDA SHEET FOR PARKBOARD MEETING OF: September 8th, 2016

AGENDA SHEET FOR PA	RKBOARD MEETING OF:	September 8th, 2016	CITY OF SPOKANE
Submitting Division Parks & Recreation	Contact Person Carl Strong	<u>Phone No.</u> 363-5415	PARKS SO
DEPARTMENT Finance Operations Recreation/Golf Riverfront Park Parks & Recreation	COMMITTEE Riverfront Golf Recreation Land Urban Forestry Finance	CLERK'S FILE RENEWS CROSS REF ENG BID REQUISITION	<u>OPR 2016-076</u> 8

#### **AGENDA WORDING:**

Approve contract with TD & H Engineering in the amount of \$51,200 for project management, RECEIVED inspection and administrative services of the Witter Pool deck construction project. SEP 23 2016

Cap. Proj. # 16-17

#### **BACKGROUND:**

(Attach additional sheet if necessary)

The deck at Witter pool has sunk and been fixed numerous times with superficial remedies. The contract with TD & H is for project management, inspection and administration of the construction work on the Witter Pool Deck.

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RECOMMENDAT	ION:	Expenditure: \$5 Revenue:		Budget Account: 1400-54100-94000-56501	
	Include in Packets: in Office of City Clerk	N/	A		ļ
Requestor ear Strop	Kas i	gr Al Vorderbrueggen	Director	of Parks and Recreation	/
DISTRIBUTION:	Parks: Accounting Parks: Pamela Clarke Budget Manager: Tim Dunivant Requester:	Thea Prince		Nicole Edwards Connie Wahl	
					_

PARK BOARD ACTION:

APPROVED BY ANE PARK BOARD:

2023

**CITY CLERK'S OFFICE** 

City Clerks No. 0PR 2016-0768



# <u>City of Spokane Parks and Recreation</u> <u>Department</u>

# CONSULTANT AGREEMENT

Title: Project Management Services

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 **TD&H Engineering**, whose address is 303 East 2<sup>nd</sup> Avenue, Spokane, Washington 99212, as ("Consultant").

WHEREAS, the purpose of this Agreement is to provide oversite inspections and administration for the Witter Pool Deck Repair; and

WHEREAS, the Consultant was selected from the Architectural and Engineering Roster under Project #AE137-16.

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

#### 1. TERM OF AGREEMENT.

The term of this Agreement begins on September 13, 2016, and ends on December 31, 2016 unless amended by written agreement or terminated earlier under the provisions.

#### 2. TIME OF BEGINNING AND COMPLETION.

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

#### 3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Exhibit A, which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant 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 Consultant's progress.

#### 4. PAYMENT.

Total compensation for Consultant's services under this Agreement shall not exceed **FIFTY ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$51,200.00)**, unless modified by a written amendment to this Agreement.

#### 5. REIMBURSABLES

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "<u>Incidental</u>" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation*. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. Lodging: Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Service Administration (GSA) Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant**: Subconsultant expenses will be reimbursed and may include a four percent (4%) mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.

#### 6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

	CITY OF SPOKANE
	PARKS AND RECREATION DEPARTMENT
	5th Floor – City Hall
	808 West Spokane Falls Boulevard
	Spokane, WA 99201
ln co	voices under this Contract shall clearly display the following information (sub- onsultants' invoices shall also include this information):
•	Invoice Date and Invoice Number
•	PARKS AND RECREATION DEPARTMENT
	Project Coordinator: Carl Strong
	(Please do not put name in the address portion of the invoice)
٠	Department Contract No. OPR #
٠	Contract Title: Project Management Services
٠	Period covered by the invoice
٠	Employee's name and classification
٠	Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked
•	Total labor costs per Project
•	Itemization of direct, non-salary costs (per Project, if so allocated)
•	The following Sub-Consultant payment information will be provided [ <i>if needed</i> ] (attach Sub-Consultant invoices as backup):
	<ul> <li>Amount Paid to all Sub-Consultants for the invoice period (list separate tota for each Sub-Consultant).</li> </ul>
	<ul> <li>Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).</li> </ul>
•	Cumulative costs per Project and for the total Agreement

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

# 8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 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.

# 9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Parks and Recreation Department - City of	TD&H Engineering
Spokane	Contact:
5th Floor – City Hall	TD&H Engineering
808 West Spokane Falls Boulevard	303 E. 2 <sup>nd</sup> Avenue
Spokane, Washington 99201	Spokane, Washington 99202

#### **10. SOCIAL EQUITY REQUIREMENTS.**

A. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### 11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant 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 indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

#### 12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

#### 13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

#### 14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### 15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

### 17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### 18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

#### **19. ERRORS AND OMMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

#### 20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant

grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

#### 21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are *public records*. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

**Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary):** You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

**Contract Work Products:** If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does <u>not redact (black out)</u> exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

#### 22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not

agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

#### 23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### 24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call

contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

#### 25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- 1. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit C. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT Date 9/19 By Signature

Steven Marsh, Type or Print Name

Vice Tresiden

By\_\_\_\_\_ Signature <u>9/20//6</u> Date

LEROY EADLE Type or Print Name

CITY OF SPOKANE

Parles & Ree. Directo

Attest:

City Clerk

Approved as to form:

Assistant City ornev

Attachments: Consultants Proposal dated September 6, 2016



16-2079

OPR 2016-0768

EXHIBIT A



September 6<sup>th</sup>, 2016

VIA E-MAIL

Mr. Carl Strong Assistant Director of Recreation City of Spokane Parks & Recreation 2304 East Mallon Ave Spokane, WA 99202

### RE: Witter Swimming Pool Deck Repair Construction Survey, Inspection and Administration Scope of Work and Cost Proposal

Dear Mr. Strong:

TD&H Engineering is pleased to submit this proposal for construction inspection and administration for the Witter Swimming Pool Deck Repair. Our proposal is based on the project criteria, scope of services, deliverables, and assumptions made as described in the following sections of the proposal. Please review this carefully and let us know if we need to modify our proposal.

#### **Project Criteria**

The Witter Swimming Pool will close around Labor Day and construction will commence after the pool closes. The total contract time is 30 work days, which is 6 weeks.

#### Scope of Work

TD&H Engineering will provide the following:

- 1. Attend, participate, and take the lead role in the pre-construction meeting.
- 2. Review and approve material submittals
- 3. Attend weekly construction meetings and required safety meetings.
- 4. Provide weekly statement of working days.
- 5. Complete Inspector's Daily Report (IDR) for everyday inspection takes place for detailed documentation of construction and construction methods.
- 6. Take numerous photographs during construction to develop a photo log of construction.
- 7. Provide 16 hours of construction staking and surveying.
- 8. Provide one, full time construction representatives for a 6 week construction contract.
- 9. Provide necessary materials testing.
- 10. Prepare change orders for the City's authorization.
- 11. Prepare pay estimates.
- 12. Provide supervision and administration as necessary.
- 13. Prepare record drawings.

Mr. Carl Strong September 6<sup>th</sup>, 2016 Page 2 of 2

14. Provide final inspections and records.

The total estimated fee for construction inspection and administration is \$51,200.

Please contact me if you have any questions.

Sincerely,

**TD&H ENGINEERING, INC.** 

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Steven N. Marsh, PE Vice President / Regional Manager

S16-027 Witter Pool Repa	SÌF					9/6/2016
Activity Type/ Task	Туре	Project Status/ Resource	PM / Reference	Resource Hours/ Units		
Witter Pool Repair						
CONSTRUCTION ADMINISTR	RATION &	Work Hold	SNM	431.0		51,200
Labor	Registered Land Surveyor	Darryl F. Witter		20.0	115.00	2,300
Construction Staking	Registered Land Surveyor	Darryl F. Witter				
Labor	Engineer III	Harlan S. Engberg		342.0	115.00	39,330
Pre-Construction Meeting	Engineer III	Harlan S. Engberg		16.0		
Submittal Review and Approval	Engineer III	Harlan S. Engberg		16.0		
Full Time Inspection (30 days @ 9 hrs/day)	Engineer III	Harlan S. Engberg		270.0		
Project Closeout	Engineer III	Harlan S. Engberg		40.0		
Labor	Engineer IV	Steven N. Marsh		29.0	160.00	4,640
Project Management (10% of Construction Budget)	Engineer IV	Steven N. Marsh		29.0		
Labor	Engineering Technician			40.0	95.00	3,800
As-Built Drawings	Engineering Technician			40.0		
Expense	Travel - TD&H vehicle mileage			150.0	0.70	105
Expense	Computer Usage - CAD			40.0	10.00	400
Expense	Total Station - Robotic - Hourly			20.0	30.00	600
Expense	Contingency					25

EXHIBIT B