



## Spokane Park Board Agenda

3:30 p.m. July 11, 2019

City Council Chambers, lower level City Hall  
808 W. Spokane Falls Blvd., Spokane, Washington

### Park Board Members:

Nick Sumner – President  
Jennifer Ogden – Vice President  
Garrett Jones – Secretary  
Ted McGregor  
Rick Chase  
Greta Gilman  
Sally Lodato  
Gerry Sperling  
Jamie SiJohn  
Bob Anderson  
Barb Richey  
Mike Fagan – Council Liaison

### Agenda

1. **Roll Call:** *Pamela Clarke*
2. **Minutes:** [June 13, 2019, Regular Park Board meeting minutes](#)
3. **Additions or Deletions to the Agenda:**
  - A.
4. **Special Guests:**
  - A.
5. **Claims:** [Claims for the month of June 2019](#) – *Bob Anderson*
6. **Financial Report & Budget Update:** *Megan Qureshi*
7. **Special Discussion/Action Items:**
  - A. [Golf Committee appointment/Barb Richey](#) – *Nick Sumner*
  - B. [Finance and Joint Arts Committee appointments/Jamie SiJohn](#) – *Nick Sumner*
8. **Committee Reports – Action Items:**

**Urban Forestry Tree Committee:** July 2, 2019 – *Rick Chase*

  - A. Action items: None

**Golf Committee:** July 9, 2019 – *Gerry Sperling*

  - A. [Irrigation Technologies design contract amendment/Esmeralda Golf Course](#)  
(\$54,205, tax inclusive)
  - B. [Resolution for improvements to Downriver Golf Course](#)

**Land Committee:** July 8, 2019 – *Greta Gilman*

- A. [Avista Riverfront Park suspension bridge utility easement](#)
- B. [Cameron-Reilly LLC Concrete construction contract/Redband Park art plaza \(\\$75,534.91, tax inclusive\)](#)
- C. Inter-local cooperation agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Parks and Recreation
- D. Shadle Library branch land lease and use agreement
- E. Liberty Library branch land lease and use agreement

**Recreation Committee:** July 8, 2019 – *Sally Lodato*

- A. [Joint use agreement with Spokane Public Schools](#)
- B. [Joint use agreement with Spokane Libraries](#)
- C. [Athletic tournament fees increase](#)

**Riverfront Park Committee:** July 8, 2019 – *Ted McGregor*

- A. Riverfront Park redevelopment update
- B. [Values for donor recognition opportunities/Riverfront Spokane campaign](#)
- C. [Garco Construction change order #17/Pavilion and Promenade \(\\$179,470, plus tax\)](#)

**Finance Committee:** July 9, 2019 – *Bob Anderson*

- A. [Spokane Investment Pool \(SIP\) second installment resolution/Golf capital improvements](#)

**Bylaws Committee:** The committee did not meet. – *Jennifer Ogden*

- A. Action items: None

9. **Reports**

- A. Park Board President: *Nick Sumner*

- B. Liaison Reports:

- 1. Conservation Futures Liaison – *Nick Sumner*
  - 2. Parks Foundation Liaison – *Ted McGregor*
  - 3. Council Liaison – *Mike Fagan*

- C. Director's Report: *Garrett Jones*

10. **Executive Session:**

- A. None

11. **Correspondence:**

- A. Letters/emails: None

- B. Newsletters: Hillyard Senior Center

12. **Public Comments:**

13. **Adjournment:**

14. **Meeting Dates:**

- A. Next Committee meeting dates:  
Urban Forestry Committee: 4:15 p.m. July 30, 2019, Woodland Center, Finch

Arboretum

Land Committee: 3 p.m. July 31, 2019, Manito Park meeting room, Manito Park  
Recreation Committee: 5:15 p.m. Aug. 1, 2019, Park Operations lunchroom 2304  
E. Mallon

Riverfront Park Committee: 8:05 a.m. Aug. 5, 2019, City Council Briefing Center

Golf Committee: 8 a.m. Aug. 6, 2019, Woodland Center, Finch Arboretum

Finance Committee: 3 p.m. Aug. 6, 2019, City Conference Room Lobby - Tribal,  
first floor City Hall

- B. Next Park Board: 3:30 p.m. Aug. 8, 2019, City Council Chambers
- C. Park Board Study Session: No session scheduled at this time.

*Agenda is subject to change*

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. 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 Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [jsaxon@spokanecity.org](mailto:jsaxon@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



## Spokane Park Board

3:30 p.m. June 13, 2019

City Council Chambers, lower level City Hall  
808 W. Spokane Falls Blvd., Spokane, Washington

### Park Board Members:

- X Nick Sumner – President
- X Jennifer Ogden – Vice President
- X Garrett Jones – Acting Secretary
- X Ted McGregor
- X Rick Chase
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Jamie SiJohn
- X Bob Anderson
- X Barb Richey
- X Mike Fagan – Council Liaison

### Parks Staff:

Jason Conley  
Mark Buening  
Garrett Jones  
Al Vorderbrueggen  
Jennifer Papich  
Angel Spell  
Jonathan Moog  
Berry Ellison  
Mark Poirier  
Edward Pinos

### Guests:

Don Higgins

## MINUTES

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

1. **Roll Call:** *Edward Pinos*  
See above

2. **Minutes:**  
A. May 9, 2019, Park Board meeting minutes

**Motion No. 1:** *Nick Sumner* moved to approve the May 9, 2019, Park Board meeting minutes.

*Bob Anderson* seconded.  
Motion carried unanimously.

3. **Additions or Deletions to the Agenda:**  
A. None

4. **Special Guests:**  
A. None

5. **Claims:** Claims for the month of May 2019 – *Bob Anderson*

**Motion No. 2:** *Bob Anderson* moved to approve claims for the month of May 2019 in the amount of \$4,872,212.98.

*Jennifer Ogden* seconded.  
Motion carried unanimously.

6. **Financial Report & Budget Update:** – *Mark Buening* provided the May Financial Report &



Budget Update. Park Fund revenue is tracking at 132% of the projected budget. Parks and Recreation expenditures are tracking at 107% of the projected budget; this is largely due to the Carnation property. The Golf Fund revenue is tracking at 110% of the projected budget. The Golf Fund expenditures are at \$830,000 which is status quo with the same time last year. Of the \$68.06 million Riverfront Park Bond, \$2.6 million has been expended in May which adds to the \$55.9 million expended/committed, leaving a \$12.2 million budget balance.

7. **Special Discussion/Action Items:**

A. None

8. **Committee Reports:**

**Urban Forestry Tree Committee:** June 4, 2019, *Rick Chase*

A. Action Item: None

B. The next regularly scheduled meeting is 4:15 p.m. July 2, 2019, at the Woodland Center, Finch Arboretum.

**Golf Committee:** April 9, 2019, *Gerry Sperling*

A. **Military Retiree Rack Rate** – *Mark Poirier* presented a proposal to add a retired/former military personnel \$5 discount to either the rack greens fee or the players pass discount card. This would require that the individual show identification that verifies their veteran's status.

**Motion No. 3:** *Gerry Sperling* moved to approve the Military Retiree Rack Rate.

*Rick Chase* seconded.

Motion carried unanimously.

B. **Indian Canyon Irrigation Change Order #3 for \$24,705.00 + tax** – *Nick Hamad* presented Change Order #3 for the Indian Canyon Irrigation project. This change order fixed asphalt pathways on the course that needed improvements, and additional sod to help the golf course open sooner.

**Motion No. 4:** *Gerry Sperling* moved to approve Indian Canyon Change Order #3 in the amount of \$24,705.00 + tax.

*Rick Chase* seconded.

Motion carried unanimously.

C. **Indian Canyon Change Order #4 for \$21,973.06 + tax** – *Nick Hamad* presented Change Order #4 for Indian Canyon Golf Course. This change order is an incentive for the contractor to finish the project early. This amount is 3% of the total contract value. The ability to open the course earlier will allow for more revenue that will offset the costs of this incentive, and allow the course to be fully open.

**Motion No.5:** *Gerry Sperling* moved to approve Indian Canyon Change Order #4 in the amount of \$21,973.06 + tax.

*Mike Fagan* seconded.

Motion carried unanimously.

D. **Esmeralda Golf Course Irrigation Renovation Contract for \$2,158,379.59** – *Nick Hamad* presented the new irrigation project for Esmeralda golf course. This project is similar in

size and scope to the Indian Canyon irrigation project. The project is planned to start in September and be completed at the end of May in 2020. Low bid work was awarded to lexicon, Inc., dba Heritage Links from Houston Texas. The contract specifies that 16 holes will remain open during construction.

**Motion No.6:** *Gerry Sperling* moved to approve the Esmeralda Golf Course Irrigation Renovation Contract in the amount of \$2,158,379.59.

*Mike Fagan* seconded.  
Motion carried unanimously.

- E. Esmeralda Golf Course Irrigation Pump Station Purchase for \$106,186.21 – *Nick Hamad* presented the sole source purchase of a pump station for the Esmeralda Golf Course. The current pump station cannot provide the optimal pressure for the new irrigation system. The new pump station is the only product available which will communicate with the irrigation control system so that water will circulate at the proper pressure minute by minute throughout the course. It will also be easier to maintain than all other pump stations.

**Motion No.7:** *Gerry Sperling* moved to approve the Esmeralda Golf Course sole source Irrigation Pump Station Purchase for \$106,186.21.

*Rick Chase* seconded.  
Motion carried unanimously.

- F. The next scheduled meeting is 8 a.m. July 9, 2019, Manito Park conference room, Manito Park

**Land Committee:** June 5, 2019, *Greta Gilman*

- A. Dutch Jake's Park Change Order #1 with ERRG – *Nick Hamad* presented the first change order for the Dutch Jake's Park renovation. This change seeks to add walkways throughout the park in order to keep people away from the busy streets that surround the park. Park Board approval is contingent upon City Council approving the WQTIF funding that would finance this project change.

**Motion No.8:** *Greta Gilman* moved to approve the Dutch Jake's Park Change Order #1 with ERRG.

*Mike Fagan* seconded.  
Motion carried unanimously.

- B. Agreement Renewal with Fire District 10 EMS/Fire protection at Palisades Park (\$1,000 per year) – *Al Vorderbrueggen* explained the agreement to provide emergency service coverage within Palisades Park even though it is outside of city limits. The agreement has been done before; this is a renewal of the previous 5 year contract. Both Spokane Fire Chief, and District 10 Fire Chief are in agreement on the contract.

**Motion No.9:** *Greta Gilman* moved to approve the Agreement Renewal with Fire District 10 EMS/Fire protection at Palisades Park (\$1,000 per year).

*Sally Lodato* seconded.  
Motion carried unanimously.

- C. Don Higgins WCCC Memorial in Kendall Yards – *Al Vorderbrueggen* presented the proposal to name an overlook in Kendall Yards after Don Higgins; an outstanding member of the community who has dedicated years of service to the West Center Community Center. In addition, the Spokane Foundation of Realtors will be providing grant money to help in the naming of the overlook.

**Motion No.10:** *Greta Gilman* moved to approve the Don Higgins WCCC Memorial in Kendall Yards.

*Mike Fagan* seconded.

Motion carried unanimously.

- D. Sportsplex Inter-local Agreement Amendment – *Garrett Jones* presented the amendment to Section 4.1.3, and it is to revise the date to finalize the joint use agreement to be by December, 2019.

**Motion No.11:** *Greta Gilman* moved to approve the Sportsplex Inter-local Agreement Amendment.

*Jennifer Ogden* seconded.

Motion carried unanimously. *Barb Richey* abstained.

- E. The next scheduled meeting is 3 p.m. July 3, 2019, Park Operations Complex, 2304 E. Mallon

**Recreation Committee:** June 6, 2019, *Sally Lodato*

- A. Action Item: None

- B. The next scheduled meeting is 5:15 p.m. July 4, 2019, Park Operations Complex, 2304 E. Mallon

**Riverfront Park Committee:** June 10, 2019, *Ted McGregor*

- A. US Pavilion Naming Rights Eligibility – *Jonathan Moog* presented the request for approval to pursue an RFP for naming rights for the US Pavilion along with a list of eligible items in the US Pavilion to pursue corporate sponsorships as well as a list of eligible items for non-corporate donor sponsorship.

**Motion No.12:** *Ted McGregor* moved to approve the US Pavilion Naming Rights Eligibility.

*Jennifer Ogden* seconded.

Motion carried unanimously.

- B. Donor Recognition Opportunities, the Campaign for Riverfront Spokane – *Fianna Dickson* presented the proposal for Donor Recognition Opportunities. The locations proposed for these opportunities include: 1) adopting a Carrousel horse and having a plate put below the horse on the Carrousel deck, 2) existing or planned park benches, 3) three specific shelters in Riverfront, 4) tags on the dog park fence or similar fence, 5) specific event rooms in the Pavilion and Numerica Skate Ribbon building, and 6) pavers in locations in Riverfront.

**Motion No.13:** *Ted McGregor* moved to approve the Donor Recognition Opportunities, the

Campaign for Riverfront Spokane.

*Sally Lodato* seconded.

Motion carried unanimously.

- C. Riverfront Redevelopment Budget amendment – *Berry Ellison* presented the Riverfront Redevelopment Budget amendment proposal and outlined the major line item reconciliations that were being made with this amendment. As certain portions of the project are closing out, the remaining funds are being moved to open projects, as well as correcting a line item that was proactively adjusted last fall and now being appropriately reconciled to the correct line item for the funds spent.

**Motion No.14:** *Ted McGregor* moved to approve the Riverfront Redevelopment Budget amendment.

*Jennifer Ogden* seconded.

Motion carried unanimously.

- D. Garco Change Order #16 for Pavilion & Promenade \$311,363.00 (plus tax) – *Berry Ellison* presented Garco Change Order #16, of which a majority was for unforeseen conditions, rock, and value-added improvements at the Pavilion and Promenade.

**Motion No.15:** *Ted McGregor* moved to approve Garco Change Order #16 for Pavilion and Promenade in the amount of \$311,363.00 plus tax.

*Rick Chase* seconded.

Motion carried unanimously.

- E. Specialty Environmental Group contract for North Bank Hazardous Material Abatement \$154,339.23 (including tax) – *Berry Ellison* presented the contract pertaining to the necessary abatement for the upcoming demolition of the CPM building and restrooms on the North Bank containing asbestos, lead, and mercury.

**Motion No.16:** *Ted McGregor* moved to approve the Specialty Environmental Group contract for North Bank Hazardous Material Abatement in the amount of \$154,339.23 including tax.

*Jennifer Ogden* seconded.

Motion carried unanimously.

- F. Compunet contract for Pavilion IT Equipment \$58,267.13 (including tax) – *Berry Ellison* presented the contract for a partial purchase of the IT equipment necessary for the Pavilion offices.

**Motion No.17:** *Ted McGregor* moved to approve the Compunet contract for Pavilion IT Equipment in the amount of \$58,267.13.

*Jennifer Ogden* seconded.

Motion carried unanimously.

- C. The next scheduled meeting is 8:05 a.m. July 8, 2019, in the City Council Briefing Center.

**Finance Committee:** June 11, 2019, *Bob Anderson*

A. Resolution Supporting City Council to Allocate WQTIF Funds - *Garrett Jones* presented the Resolution Supporting City Council to Allocate WQTIF Funds. This resolution recommends that City Council allocate the West Quadrant Tax Increment Financing funds to the Riverfront Park North Suspension bridge repair project. This would link Riverfront Park to the North Bank and to the Dutch Jake's Park renovation project.

**Motion No.18:** *Bob Anderson* moved to approve the Resolution Supporting City Council to Allocate WQTIF Funds.

*Jennifer Ogden* seconded.

Motion carried unanimously.

B. The next regularly scheduled meeting is 3 p.m. July 9, 2019, City Conference Room Lobby  
- Tribal, first floor City Hall

**Bylaws Committee:** Did not meet.

9. **Reports:**

**Park Board President:** *Nick Sumner*

1. Nick Sumner reminded the Park Board that the Park Board retreat is on June 14<sup>th</sup> from 12-5 p.m.

**Liaison reports:**

1. Conservation Futures Liaison – *No report given.*
2. Parks Foundation Liaison – *Ted McGregor* reported that the Riverfront campaign has raised \$2,047,711. The public outreach has not begun, but they expect the goal to be reached easily considering its current total.
3. Council Liaison – *No report given.*

**Director's report:** *Garrett Jones*

1. Garrett Jones reported that the pilot program for the Spokane Youth Card has begun. This card provides free bus passes for kids to get around. The card also provides free library activities, free parks and Rec activities, and free skate rentals at the Skate Ribbon. This card can be picked up at any city library. The Dutch Jake's park groundbreaking also took place with a huge neighborhood presence and a presence from Spokane Police as well. Pool's also opened on Monday.

10. **Executive Session:**

A. None

11. **Correspondence:**

A. Letters/emails: None

B. Newsletters: Corbin Senior Activity Center

12. **Public Comments:** None

13. **Adjournment:** 5:20 p.m.

14.

**Meeting Dates:**

- A. Next Committee meeting dates:
  - Urban Forestry Committee: 4:15 p.m. July 2, 2019, Woodland Center, Finch Arboretum
  - Land Committee: 3 p.m. July 3, 2019, Manito Park meeting room, Manito Park
  - Recreation Committee: 5 p.m. July 4, 2019, Park Operations Complex, 2304 E. Mallon
  - Riverfront Park Committee: 8:05 a.m. July 8, 2019, City Council Briefing Center
  - Golf Committee: 8 a.m. July 9, 2019, Finch Arboretum, Woodland Center
  - Finance Committee: 3 p.m. July 9, 2019, City Conference Room Lobby - Tribal, first floor City Hall
- B. Next Park Board: 3:30 p.m. July 11, 2019, City Council Chambers
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:

  
Garrett Jones, Acting Director of Parks and Recreation

**CITY OF SPOKANE PARK AND RECREATION DEPARTMENT  
JUNE 2019 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - JULY 11, 2019**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	973,168.00
MAINTENANCE & OPERATIONS	\$	480,649.68
CAPITAL OUTLAY	\$	17,467.22
PARK CUMULATIVE RESERVE FUND	\$	178.05

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY	\$	2,043,325.22
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**GOLF:**

SALARIES & WAGES	\$	154,317.74
MAINTENANCE & OPERATIONS	\$	146,116.06
CAPITAL OUTLAY	\$	2,030.00

<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>3,817,251.97</b>
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# CITY OF SPOKANE PARKS & RECREATION

The logo is a dark blue circle containing a white stylized figure of a person running or jumping. A white flower is positioned above the figure, and a white leaf-like shape is to the right. The entire logo is part of the main title graphic.

Financial Reports  
June 2019



# City of Spokane Parks & Recreation

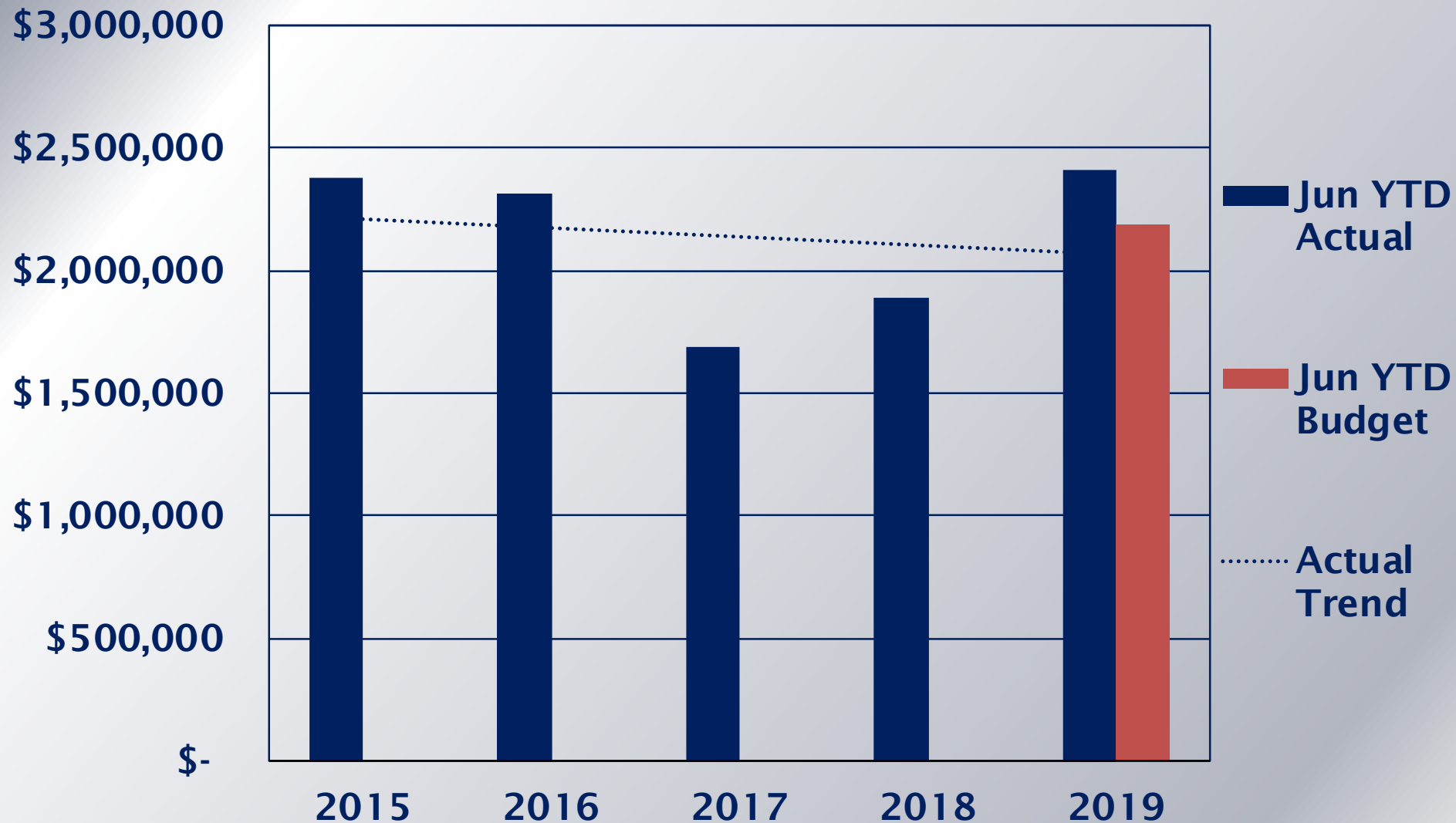
## PARK FUND – Revenues & Expenditures

As of June 2019 (in millions)	2019 Budget	YTD Budget	YTD Actual	% YTD Budget
Park Revenue	5.86	2.19	2.18	99.53%
Transfers In	17.05	8.32	7.78	93.48%
<b>Funds Available</b>	<b>22.91</b>	<b>10.51</b>	<b>9.95</b>	<b>94.74%</b>
Expenditures	-20.31	-8.09	-8.25	101.95%
Transfers Out	-5.11	-2.26	-0.45	19.77%
<b>NET</b>	<b>- 2.51</b>	<b>0.15</b>	<b>1.26</b>	
<b>Beg. Noncommitted Bal*</b>	<b>- 0.67</b>			
<b>End Noncommitted Bal</b>	<b>0.28</b>			

\*For clarification purposes, the 7% Reserve is a reduction against the Beginning Balance.

# Park Fund Revenue

## 5 Year Trend & YTD Budget



# City of Spokane Parks & Recreation

## GOLF FUND – Revenues & Expenditures

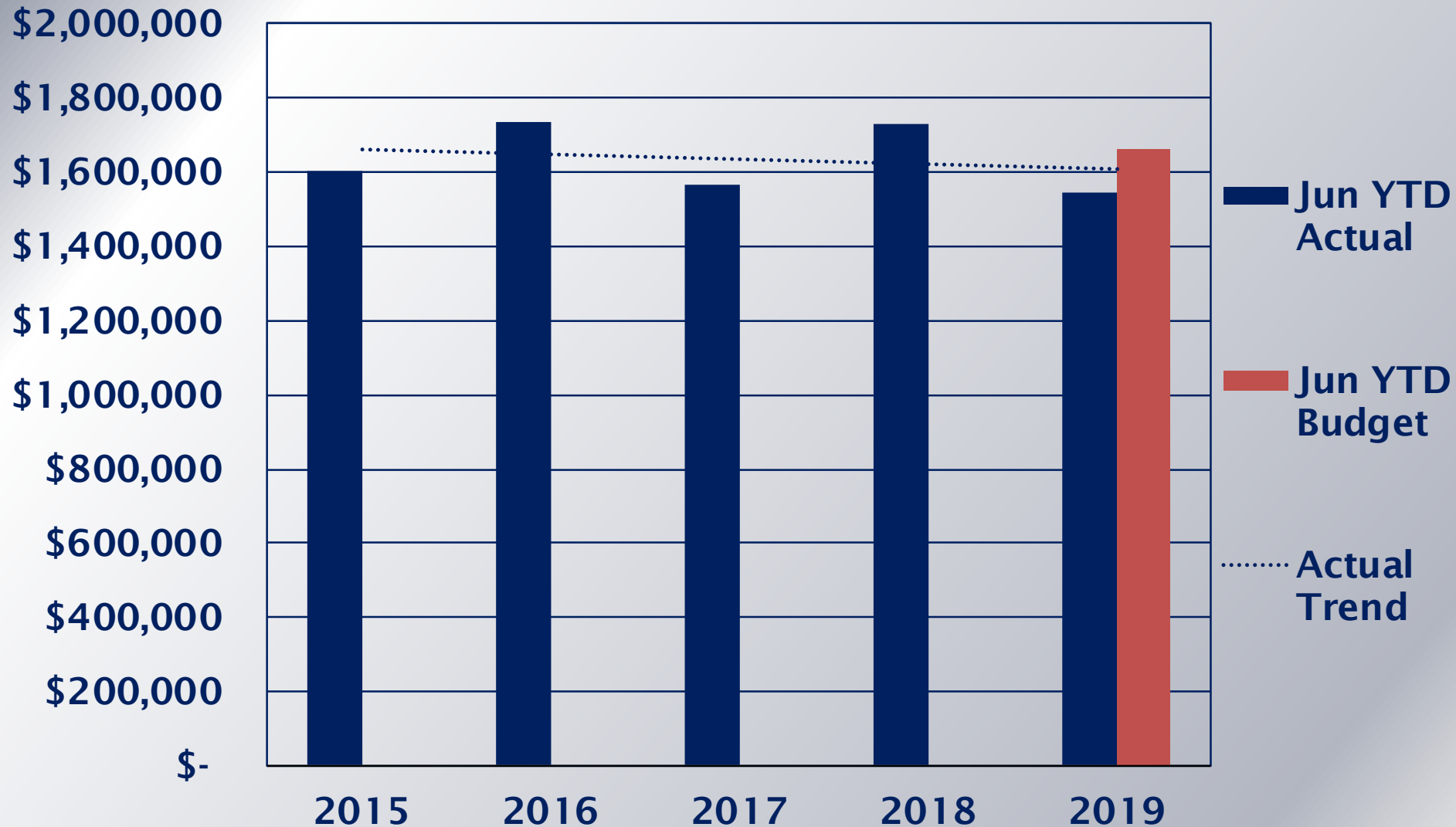
As of June 2019 (in millions)	2019 Budget	YTD Budget	YTD Actual	% YTD Budget
Golf Revenue	3.81	1.66	1.81	109.36%
Transfers In	0.00	0.00	0.00	0.00%
Funds Available	3.81	1.66	1.81	109.36%
Expenditures	-3.26	-1.14	-1.13	98.50%
Transfers Out	-0.28	0.00	-0.11	0.00%
Capital Outlay	-0.27	-0.02	-0.10	100.00%
NET	0.00	0.50	0.48	
Beg. Noncommitted Bal*	- 0.55			
End Noncommitted Bal**	- 0.07			

\*For clarification purposes, the 7% Reserve is a reduction against the Beginning Balance.

\*\* Does not include \$45,000 transfer from Park Fund

# Golf Fund Revenue

## 5 Year Trend & YTD Budget



# Riverfront Park Bond Fund

Project Component	Budget Adopted June 2019	Expended as of June 30, 2019	Committed to Date	Budget Balance
1. South Bank West	10,412,530	10,412,530	-	-
2. South Bank Central	11,743,839	11,624,047	118,515	1,277
3. Howard St. SC Bridge	-	-	-	-
4. Promenades & Cent. Trail	7,979,273	4,847,038	1,080,429	2,051,806
5. Havermale Island	22,619,788	14,395,505	7,494,801	729,482
6. snxw meneo	1,741	1,741	-	-
7. North Bank	9,454,662	836,202	772,195	7,846,265
8. South Bank East	160,364	156,847	-	3,517
Program Level	5,690,175	3,885,974	302,783	1,501,418
<b>Total</b>	<b>68,062,372</b>	<b>46,159,884</b>	<b>9,768,722</b>	<b>12,133,766</b>

<b>Spokane Park Board</b> July 2019 - February 2020	Term Ends	Riverfront	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Riverfront Park Executive Team	Joint Arts	Liaisons
<b>Sumner, Nick – President</b> nsumner@spokanecity.org	2020		✓					✓	✓	✓	CF
<b>Ogden, Jennifer – Vice President</b> jmogden@spokanecity.org	2021	✓		✓			✓	Chair		✓	
<b>Ted McGregor</b> tmcgregor@@spokanecity.org	2020	Chair			✓				✓	✓	PF
<b>Greta Gilman</b> ggilman@spokanecity.org	2023			Chair	✓	✓			✓		
<b>Bob Anderson</b> banderson@spokanecity.org	2022		✓			Chair	Alternate				
<b>Sally Lodato</b> slodato@spokanecity.org	2022			✓	Chair			✓			
<b>Rick Chase</b> rchase@spokanecity.org	2022	✓	✓				Chair				
<b>Gerry Sperling</b> gsperling@spokanecity.org	2024	✓	Chair			✓			✓		
<b>Jamie SiJohn</b> jsijohn@spokanecity.org	2023	✓				✓					
<b>Barb Richey</b> brichey@spokanecity.org	2024		✓								
<b>Mike Fagan</b> mfagan@spokanecity.org	N/A			✓					✓		Council

PF = Spokane Parks Foundation

CF = Conservation Futures

City Clerk's No. OPR 2018-0476



**City of Spokane**  
**Parks and Recreation Department**

**CONTRACT AMENDMENT**

**Title: IRRIGATION REDESIGN AT  
ESMERELDA GOLF COURSE**

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 **Irrigation Technologies, Inc.**, whose address is 10395 West Ottawa Avenue, Littleton, Colorado, 80127 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

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

*WHEREAS, this amendment will is for the implementation of Phase II of this project, 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 original Contract dated July 19, 2018, 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 TERM.**

This Contract Amendment shall become effective on July 12, 2019 and shall run through September 30, 2020.

**3. ADDITIONAL WORK.**

The scope of work under this Contract Amendment shall be amended to include Phase II, consisting of Layout, Supervision, As-Built, Programming, and Punch list, and Reimbursable. Per Phase & Development plan dated 7/16/2018.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY FOUR THOUSAND TWO HUNDRED FIVE AND NO/100 DOLLARS (\$54,205.00)** 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.

**IRRIGATION TECHNOLOGIES, INC.**

By B.D. K. 6-28-2019  
Signature Date

Brian D. Kerhin  
Type or Print Name

President  
Title

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

19-115



**Irrigation Planning ,Design  
and Construction Services for  
Esmerelda Golf Course  
Spokane, WA**

**Prepared for:**

**Mr. Nicholas Hamad, Landscape Architect  
City of Spokane Parks & Recreation  
2304 E. Mallon Ave.  
Spokane WA 99202**

**Presented By:**



**10395 W. Ottawa Ave  
Littleton, Colorado 80127  
Phone 720.240.6208  
[www.IrrigationTechnologies.biz](http://www.IrrigationTechnologies.biz)**

## Schedule of Fees

<u>Phase I – Design, Planning, Development and Bid</u>	<u>Fee</u>	<u>Accepted by Initial</u>
1. GPS Feature Mapping, Base Map Development	\$3,600	_____
2. Design Meeting and Report	\$700	_____
3. 60% Design Process	\$10,200	
4a. 95% & 100% Design Process	\$6,500	
4b. Pre-bid meeting attendance and bid tabulation	\$2,200	

Phase I Total \$23,200 -

### Phase II – Layout, Supervision, As-built, Programming, Punch List

5. Construction Staking Service to include eight (8) site visits	\$17,600	_____
6. Post Construction		
• Central Computer Programming	\$12,000	_____
• Digital Map Development for the Central Computer	\$2,150	_____
• Construction Record Drawing	\$9,900	_____
• Punch List (2 visits)	\$4,600	_____

Phase II Total \$46,250

**Phase I & II Total                      \$69,450**

### Estimated Travel Expenses – 12 trips are estimated for the project

Roundtrip Air Travel Denver to Spokane (\$450/trip)	\$5,400
15 nights lodging (Hampton Inn or similar hotel, \$200/night)	\$3,000
Rental Car	\$1,200
Rental Car Fuel	\$480
Meals	\$1,200
Denver Airport Parking	\$375
<b>Total Estimated Travel Expenses</b>	<b>\$11,655</b>

### Conditions of Agreement:

- Plan/Report set production; (noted quantities) are included in the proposed items.
- Grading and topography data will need to be provided in an AutoCAD compatible .dwg format.
- Plan/Report set shipping costs are not included in the proposed items and will be billed at cost.

Resolution # \_\_\_\_\_

CITY OF SPOKANE  
PARK BOARD RESOLUTION

A RESOLUTION, for Improvements to the Downriver Golf Course

WHEREAS, the City of Spokane owns and operates four municipal golf courses open to the public, providing opportunity for residents and visitors to actively recreate and connect to the unique cultural, historical and environmental heritage of our region; and

WHEREAS, the City of Spokane Parks and Recreation Department is currently rectifying deferred maintenance of golf course assets through strategic investment in capital repairs and improvements to the Downriver Golf Course;

WHEREAS, Parks staff is seeking additional funding to augment strategic investment on courses through sponsorships, grants, partnerships, etc.; and

WHEREAS, the City of Spokane and its consultants are conducting extensive planning and public outreach to create a golf course refinements master plan, collaborating with the golfing public, golf course professionals, and golf course superintendents; and

WHEREAS, the Parks department has an existing memorandum of understanding with the City of Spokane Utilities Division, dated May 15<sup>th</sup>, 2015 that, if and where appropriate, Spokane park land may be used for storm water facilities in exchange for physical improvements and an annual payment from the Utilities Division; and

WHEREAS, the City of Spokane department of Integrated Capital Management is developing the scope of extensive improvements to manage storm water within the Cochran Basin, which encompasses Downriver Golf Course; and

WHEREAS, it is beneficial to the City's storm water management efforts to construct storm water improvements on the Downriver Golf Course, including but not limited to storm water conveyance piping, conveyance channels, infiltration basins, etc.; and

WHEREAS, the Park Board recognizes that continued and expanded use of golf course land for the proposed storm water facilities will not negatively impact citizen's recreational use of Downriver Golf Course, and will improve the citizens' use of the course; and

WHEREAS, proposed storm water improvements shall be consistent with the golf course refinements master plan; and

WHEREAS, during the design process, a licensed golf course architect or professional landscape architect specializing in golf course design and construction shall be retained to prepare the on-course landscape and irrigation restoration documents; and

WHEREAS, the project team will solicit feedback from the course superintendent, Park planning staff, and course golf professional and incorporate that feedback into proposed improvements as appropriate; and

WHEREAS, The City of Spokane and its partners shall construct proposed storm water improvements concurrently with the planned on-course capital repairs and improvements; and

WHEREAS, storm water improvements shall be completed in coordination with other golf course construction and as required to minimize disruption to golfers; and

WHEREAS, the Utilities Division shall accept all financial responsibility for installing, maintaining, and removing (as necessary) the proposed storm water facilities;

NOW, THEREFORE,

BE IT RESOLVED by the Parks and Recreation Division of the City of Spokane that it hereby authorizes the City of Spokane Department of Integrated Capital Management and its consultants to study, design, and construct storm water facilities on the Downriver Golf Course; and

BE IT FURTHER RESOLVED that the detailed design of the storm water facilities, appurtenances, associated on-course improvements, and a maintenance frequency schedule for the proposed storm water facilities shall be reviewed and authorized by the Park Board prior to implementation.

ADOPTED BY THE PARK BOARD ON \_\_\_\_\_

Attest:

\_\_\_\_\_  
Park Board President  
Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

City of Spokane  
Parks and Recreation  
808 W. Spokane Falls Blvd.  
Spokane WA 99201

### **EASEMENT, LICENSE AND PERMIT AGREEMENT**

This Easement, License and Permit Agreement (hereinafter "Agreement"), is made by and between the Park and Recreation Department of the CITY OF SPOKANE, a municipal corporation of the State of Washington, hereinafter "City", and AVISTA CORPORATION, whose address is 1411 E. Mission Ave., Spokane, Washington 99202, hereinafter referred to as "Avista", jointly referred to as "Parties".

WHEREAS, City, through its Parks and Recreation Department owns and manages real property in the City of Spokane known as Riverfront Park, and

WHEREAS, City owns two suspension bridges crossing the north and south channels of the Spokane River within Riverfront Park which are used for pedestrian travel and also carry utility lines north and south through Riverfront Park, and

WHEREAS, the City desires to replace both the North and South suspension bridges, including vaults, as soon as possible, but the bridge deck of the North suspension bridge is in immediate need of replacement and the South suspension bridge is in immediate need of short-term repairs or replacement, which replacement and short-term repairs City desires to complete in calendar year 2019, and

WHEREAS, Avista and others own and maintain utility lines which run through conduit affixed to the undersides of the suspension bridges and which will need to be removed and replaced as part of the repair and replacement of the bridge deck, and

WHEREAS, City is also in the process of demolishing and replacing the Post Street Bridge, which carries pedestrian traffic as well as Avista and other utility lines across the Spokane River, and which lines will have to be removed and replaced as part of the replacement of the Post Street Bridge, and

WHEREAS, City intends to begin demolition of the Post Street Bridge in January 2020, which will require Avista and others to temporarily remove their utility lines from the Post Street Bridge and which will interrupt the flow of pedestrian traffic across the Spokane River, and

WHEREAS, Avista needs to retain either its Post Street Bridge utility lines or its North and South suspension bridge utility lines across the Spokane River at all times in order to deliver utility services to thousands of City residents, and

WHEREAS, the Parties desire to work collaboratively to assure that the North suspension bridge deck is designed and replaced and the South suspension bridge deck is designed and either replaced or receives short-term repairs prior to the start of demolition of the Post Street Bridge and that Avista retains either its Post Street Bridge utility lines or its North and South suspension bridge utility lines across the Spokane River at all times, and

WHEREAS, Avista is willing to conduct a request for proposal process, organize and host project design reviews and vendor selection (in collaboration with the City) with all such activities constituting and culminating in a complete set of bridge repair construction documents for the two Riverfront Park suspension bridges ("Construction Documents") delivered to the City, in return for which the City will use its best efforts to assure construction of the new bridge deck is completed on time and will assure that construction work is scheduled to ensure Avista will retain either its Post Street Bridge utility lines or its North and South suspension bridge utility lines across the Spokane River at all times, and the City will further grant a perpetual license to Avista to utilize conduit constructed by the City for utility lines under the suspension bridges, and City will further grant perpetual easements across Park property from the Upper Falls Powerhouse on the south bank, including the Lower West Havermale parking and staging area, to the south bridge, between the south and north bridges, and from the north end of the north bridge to Broadway Avenue sufficient to accommodate Avista's needs,

NOW THEREFORE, in consideration of the recitals set forth above, and the terms, conditions, and covenants hereafter the Parties agree as follows:

1. **LICENSE AND PERMIT.** The City hereby grants to Avista a License and Permit to use, occupy, and encroach upon the Park property in order to enter vaults and utilize conduit on the North and South suspension bridges to access, assess, install, repair and maintain its utility lines as necessary, as shown specifically in Exhibit "A" attached hereto ("Permit Area"). This License and Permit shall be for the benefit of Avista's

adjacent property and shall be perpetual and run with said property. Avista's use of the Permit Area shall be non-exclusive.

2. **EASEMENT.** The City hereby grants to Avista easements across Park property as shown in Exhibit "A" from the Upper Falls Powerhouse on the south bank, including the lower West Havermale parking and staging area, to the South suspension bridge, between the South and North suspension bridges, and from the North end of the North suspension bridge to Broadway Avenue sufficient to accommodate Avista's needs. Avista's use of the Easement Areas shall be non-exclusive.

3. **PURPOSE.** Avista, through its officers, employees, contractors, affiliates, assigns and agents, shall have the right to utilize, access, assess, install, construct, maintain, remove, replace and repair utility lines which are located on the North and South suspension bridges as shown on Exhibit "A" hereto, consistent with the terms of this Agreement.

3. **COMPENSATION.** As compensation to the City, Avista shall endeavor to provide the Construction Documents to the City no later than September 2019. While not required for this Agreement, as part of its continuing support for Riverfront Park, Avista may also provide additional monetary or in-kind contributions now or in the future.

4. **INSTALLATION OF THE PERMITTED ENCROACHMENT.** The City shall construct the improvements to the North and South suspension bridges (including conduit, vault lids and necessary structural components of existing vaults), and Avista will install therein its utility lines, which utility lines are hereinafter referred to as the "Permitted Encroachment". The Permitted Encroachment shall not create a hazard to persons or property or violate any City Ordinance or State law; provided, that the Permitted Encroachment shall in all events meet or exceed the minimum standards of all applicable governmental entities. Avista shall not erect or place any permanent structures or other obstructions in the Permit Area that materially interfere with the public's use of Riverfront Park without the prior written consent of the Spokane Parks and Recreation Director.

5. **MAINTENANCE OF THE PERMITTED ENCROACHMENT.**

(a) Except as otherwise stated herein, Avista shall restore the Permit Area to the condition in which it was found immediately following any of Avista's permitted activities hereunder, so that the City and the public shall have the free and unobstructed use of the Permit Area, subject to the rights of Avista herein provided.

(b) Except as otherwise stated herein, Avista, upon the initial installation of the Permitted Encroachment, and upon each and every occasion that the same are installed, repaired, maintained, removed and/or replaced, shall restore the Permit Area and the City's surrounding property, if any, and any improvements disturbed, to a condition as they were prior to any such installation or work, including the restoration of any concrete and/or asphalt, to the extent any damage or disturbance of the Permit Area and the City's surrounding property and improvements was caused by Avista's installation, repair, maintenance, removal and/or replacement of the Permitted Encroachment.

(c) If, in an emergency, it shall become necessary for the City to promptly make any repairs that otherwise would have been the responsibility of Avista as defined or set forth herein, or if Avista shall fail to adequately repair or maintain the Permitted Encroachments as provided herein and after thirty (30) days prior written notice from the City, then the City, at its sole option, may proceed forthwith to have the maintenance and/or repairs made and pay the cost thereof, and to receive reimbursement therefore from Avista within thirty (30) days after a written request for same; provided, that in no case shall the City be required to perform such maintenance and/or repairs.

## **6. INDEMNIFICATION AND INSURANCE.**

(a) The City, its successor and assigns, will not be responsible for damage by others to the Permitted Encroachment. Avista shall indemnify, defend and hold harmless the City, its officers, agents, and employees for any damages or liability to persons or property that might arise from, or by reason of, the installation, maintenance, operation, or repair of the Permitted Encroachment or any of the easements allowed herein, or use of the Permit Area pursuant to this Permit, including the enjoyment of all privileges of Avista hereunder, unless caused by the City's negligence. This hold harmless provision is part of the consideration upon which this Permit and Agreement is granted.

(b) Avista, its successor and assigns, shall have no liability whatsoever relating to or arising out of the Construction Documents or the construction of the improvements to the North and South suspension bridges. The City shall indemnify, defend and hold harmless Avista, its officers, agents and employees for any damages or liability to persons or property that is related to, might arise from, or by reason of, the construction, maintenance, operation, or repairs contemplated by the Construction Documents. This hold harmless provision is part of the consideration which is necessary for Avista to enter this Agreement.



(c) During the term of this License and Permit, Avista shall maintain in force at its own expense, a commercial general liability insurance policy with a combined single limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate for Bodily Injury and Property Damage ("Policy"), and which is primary to any policy which the City may otherwise carry ("Primary Coverage"). The Policy shall include, at least, Premises, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability coverage for the indemnity provided under this Permit to Enter. The Policy shall name the City, its officers, employees, contractors, and agents as Additional Insureds. Avista shall provide the City with a copy or satisfactory evidence that the Policy has been purchased and is in full force. Notice of cancellation shall be sent to the City thirty days prior to any insurance cancellation. Limits set forth herein may be met with a combination of self-insured retention and excess coverage.

7. **HAZARDOUS MATERIALS.** Avista, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto Avista's adjacent property, the Permit Area or any easements granted to Avista, or City property adjacent to the Permit Area or any easements granted to Avista. For the purposes of this Permit, "Hazardous Substance" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials", "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". Avista (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold the City, its successors and assigns, harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the City, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined herein) resulting from Permittee's use of the Permit Area, including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the

Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

8. **SIGNAGE**. The City will provide at least one dedication plaque mounted on or near the North and South suspension bridges commemorating Avista's contribution to the bridge rehabilitation project. The City and Avista will work together on an appropriate design, including but not limited to shape, style, color, graphics, content and location.

9. **DURATION**. The easements, license and permit granted hereunder shall be in perpetuity or until such time as Avista abandons the easements. The Permit to use the bridges for electrical transmission through lines attached to the undersides of the suspension bridges shall also be in perpetuity, or as long as the bridges can safely maintain the use.

10. **INSPECTIONS**. The City reserves the right to access and inspect the Permit Area for any reason, including, without limitation, inspection of its general condition, making or observing installation, maintenance, alteration, and/or repairs of the Permitted Encroachment. With respect to the conduit and vaults of the North and South suspension bridges, Avista reserves the right to review and approve the Construction Documents, as well as the right to review and comment on construction of the same to ensure the conduit and vaults meet Avista's needs for its utility lines.

11. **SEVERANCE**. If any portion or provision of this Agreement is held invalid by a court, the validity and enforceability of the remainder of this Agreement shall not be affected thereby.

12. **NOTICES**. All notices to the City shall be made to:

CITY OF SPOKANE  
PARKS Department  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

and copies to:

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

Notices directed to Permittee shall be made to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. **TAXES.** Avista is responsible for and shall pay all real and personal taxes which may be assessed as a result of the rights and privileges granted under this Agreement, including, without limitation, the Leasehold Excise Tax.

14. **RECORDING.** The License and Permit and Easements in granted under this Agreement may be recorded by either party.

15. **HEADINGS.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

CITY OF SPOKANE PARK DEPARTMENT

\_\_\_\_\_  
Director

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

[INSERT NAME OF PERMITEE]

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

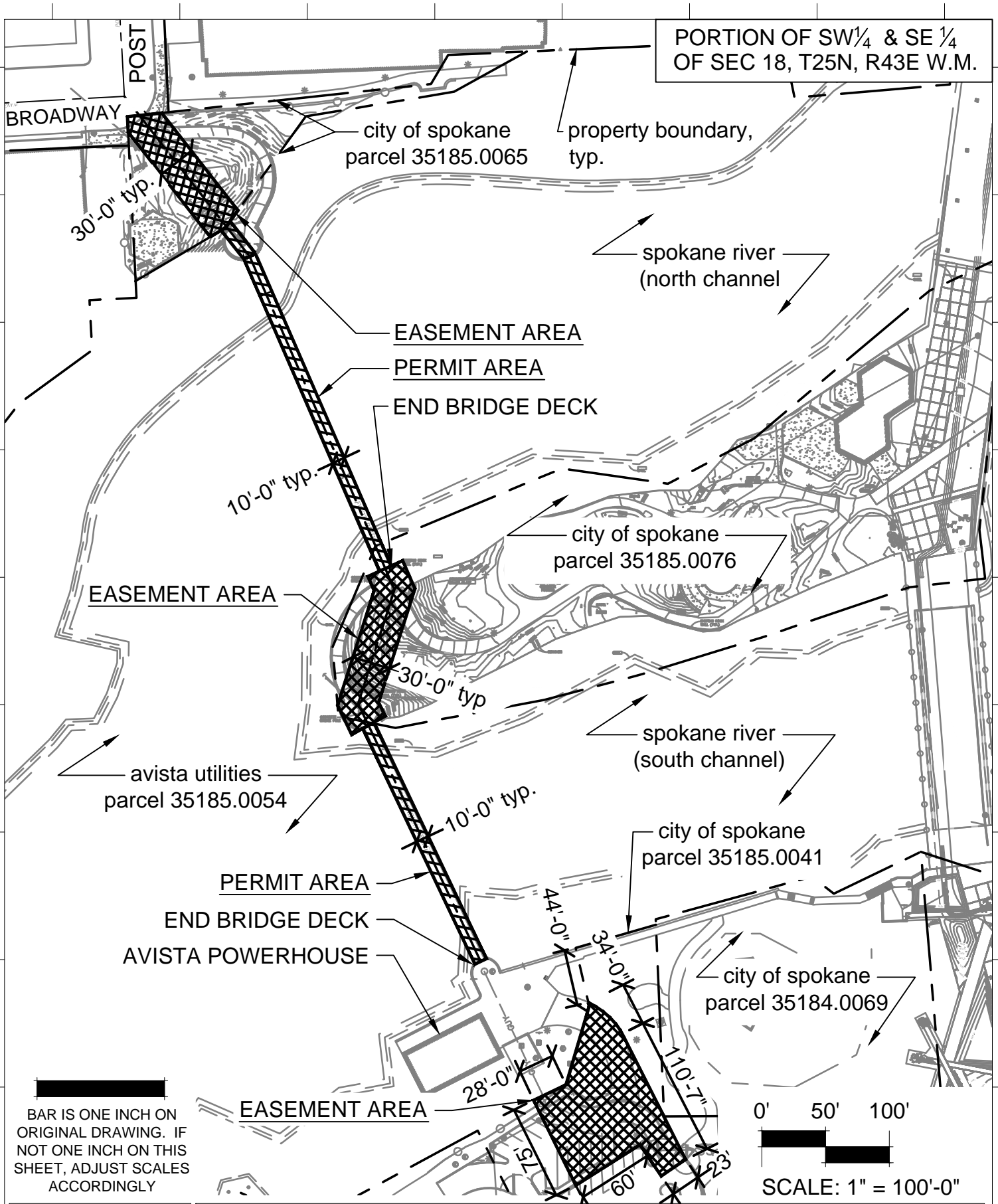
Its:\_\_\_\_\_

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

Its: \_\_\_\_\_

[Notary blocks]

## **EXHIBIT “A”**



DATE:  
2019.06.26

## EXHIBIT "A" | EASEMENT & LICENSE AREA



2019.07.02

Estimated schedule 1 (base bid - pathways): \$ 47,000.00  
 Estimated schedule 2 (seeded glass install): \$ 3,264.00  
 Estimated schedule 3 (landscape repair): \$ 12,566.40  
 Estimated schedule 5 (): \$ -

REDBAND PARK ART PLAZA							Estimated Total Price (PARKS): \$ 62,830.40				
CONTRACTOR		BASE BID (PLAZA BUILD)	% of estimate	ALT. 1 (SEED GLASS)		% of estimate	ALT 2. (LANDSCAPE)		% of estimate	TOTAL BID	% of estimate
Cameron-Reilly	\$	72,594.92	154%	\$	2,940.00	90%	\$	14,615.01	116%	\$ 90,149.92	143%
Marsh General Contractors	\$	94,743.00	202%	\$	763.00	23%	\$	7,840.01	62%	\$ 103,346.00	164%
	\$	-	0%	\$	-	0%	\$	-	0%	\$ -	0%
-	\$	-	0%	\$	-	0%	\$	-	0%	\$ -	0%
-	\$	-	0%	\$	-	0%	\$	-	0%	\$ -	0%

# Project Outline

- Sept. 2018: Glover Field Park renamed to Redband Park
- Sept 2018-Feb 2019: Neighborhood outreach for Redband sculpture
- Feb 2019: Peaceful Valley Trail Wayfinding Master Plan approved by park board.
- Feb 2019: Redband Art sculpture resolution approved by park board.
- April 2019: Redband Art Plaza Contribution agreement with Spokane River Forum approved by park board.
- April 2019: Peaceful Valley Neighborhood approved Art Plaza.
- June 2019: Design completed & project permits received
- July 2019: Project bids received.

## **Redband Park**

### **Art Plaza Development**





**Redband Sculpture Model**

**INTERLOCAL AGREEMENT BETWEEN  
SPOKANE PUBLIC SCHOOLS AND  
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT  
REGARDING JOINT USE OF FACILITIES**

**1. Parties.** This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 (“District”), a Washington state municipal corporation, whose address is 200 North Bernard Street, Spokane, WA 99201, and the City of Spokane Parks and Recreation Department (“City”), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201.

**2. Authority and Purpose.** The Revised Code of Washington, Chapter 39.34, recognizes and authorizes local government units to make agreements for joint performance of functions and activities which they have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the City and District within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of schools and parks.

**3. Administration.** The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the District Superintendent or designee and the Director of Parks and Recreation or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

**3.1 Meetings.** District and City staff involved with the direct provision of services will meet a minimum of three times a year, in person, to address issues regarding delivery of services under this Agreement.

**3.2 Coordinator of Services.** Each party hereby designates the following persons to be its Coordinator of Services:

District: Associate Superintendent, School Support Services (509-354-7272)

City: Director of Parks and Recreation (509-625-6204)

The parties agree that Coordinator of Staff duties can be delegated to staff as appropriate by notice in writing to the other party.

**4. Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2119, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Section 12 below.

5. **Definitions.**

5.1 **“Campus Schools”** shall mean schools which are located adjacent to City park property and utilize City park property for regular school activities. The following is a list of “Campus Schools” including but not limited to:

Schools/Parks

Bemiss/Courtland Park  
Finch/Audubon Park  
Grant/Grant Park  
Hamblen/Hamblen Park  
Indian Trail/Indian Trail Park  
Madison/Franklin Park  
Garry Middle/Nevada Park  
Shadle Park High/Shadle Park

5.2 **“City Facilities”** shall mean those park and recreation open spaces and facilities on City property which includes: ball fields, tennis courts, swimming pools/splash pads, golf courses and conservation lands. Riverfront Park facilities are based on availability and include open spaces and the North Bank and Forestry Shelters. Current policy is available on the City website at [www.spokaneparks.org](http://www.spokaneparks.org).

5.3 **“Class I Organization Sanctioned School Sponsored Activities”** shall mean those activities defined in Section III. A. 2. a., School District Procedure 4260 as now or hereafter amended. Current Policy/Procedure 4260 (Use of School Facilities) is available on the District website at [www.spokaneschools.org](http://www.spokaneschools.org).

5.4 **“Direct Cost”** shall mean costs incurred solely as a result of the other party’s specific use of a facility or grounds such as labor, supervision or custodial costs, equipment maintenance costs.

5.5 **“District Facilities”** shall refer to both “School Grounds” and “School Buildings”.

5.6 **“Exhibits”** shall include the following:

- A. Joint Use Scheduling Procedures
- B. SPRD/SPS Annual August Meeting Agenda
- C. GSL Golf Joint Use Agreement Protocol
- D. Shared Maintenance of Grounds at Designated Location Drawings

5.7 **“Joint Use Partner”** shall mean any entity that has a reciprocal agreement with either party to this Agreement.

5.8 **“School Buildings”** shall refer to the physical school building including the gyms, the multi-purpose rooms, the classrooms, libraries, auditoriums, conference rooms, kitchens and cafeterias.

5.9 **“School Grounds”** shall refer to grounds, tennis courts, and playfields owned by the District.

6. **Priority of Use.**

**6.1 First Priority Use.** The Property owner has first priority for scheduling their facilities.

**6.2 Second Priority Use.** Second priority is given to the joint use partner under this agreement as described in **Exhibit A and B.**

**6.3 Limitation.** Each entity reserves the right to limit Joint Use to no more than fifty percent (50%) of an area (e.g., room or field) at any given facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests may result in denial of such requests.

**6.4 Third and Lower Priority Use.** Shall be at the discretion of the entity.

7. **Use of Facilities.**

**7.1 Usage and Facility Availability.** District Facilities available for use are primarily elementary and middle schools; high schools gyms may be requested but availability is extremely limited. During the usual and regular school year, all City property adjacent to a District school site, and all other City park property not adjacent, but which is used by District for school activities as allowed by this Agreement, shall be considered to be operated and controlled by the District for purposes of RCW 28A.635.020 until 5 p.m. or at such time each day when the school activity is completed. Additional details are available in **Exhibit A** to this Agreement.

**7.2 Scheduling.**

**7.2.1 Scheduling of School Buildings.** Scheduling shall be in accordance with the details identified in **Exhibit A: "Schools/Park & Recreation Scheduling Procedures"** as mutually agreed upon between the parties. Site approval is needed for scheduling high school gyms, multi-purpose rooms and auditoriums. Nutrition Services approval is required for kitchens.

**7.2.2 Scheduling Fields and Other Facilities.** Scheduling shall be in accordance with the details identified in **Exhibits A, B, and C** as mutually agreed upon between the parties.

**7.2.3 Non-school Day and Holiday Use.** Either party can request use of the other party's facilities for non-school days and holiday use in the same manner as above providing the user shall pay all Direct Costs incurred by the facility owner.

**7.2.4 Cancellation.** Either party will provide minimum notice as provided for in **Exhibit A.** Alternate sites will be provided as available. If no alternate site is available, the cancelled party will be afforded a make-up day

**7.2.5 Play Equipment Availability.** Play equipment on parks adjacent to Campus Schools will be available to the public during school hours except where the District desires exclusive use. When exclusive use is desired, the District shall either post notice of the District's exclusive use in the Park or otherwise provide notice to the public of the District's exclusive use.

**8. Shared Maintenance.**

**8.1 Grounds Maintenance.** The District and City shall share ground maintenance at Bemiss, Cooper, Finch, Grant, Indian Trail, Madison, Garry, and Shadle Schools in accordance with **Exhibit D**.

**8.2 Facility Improvement Requests.** Any requests by District to modify or improve City Facilities shall be submitted to the City's Director of Parks and Recreation for advance approval. This would include cutting and removing sod, relocation of backstops, installation of batting cages, buildings and other improvements.

**9. Rights and Responsibilities of Both Parties.**

**9.1 Compliance with Rules and Laws.** The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. The District is a tobacco free, drug free, and weapon free environment. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

**9.2 Supervision and Inspection.**

**9.2.1** With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

**9.2.2** Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

**9.3 Fees, Maintenance and Custodial Service.**

**9.3.1** No fees except for Direct Costs shall be charged the other party for use of District and City Facilities.

**9.3.2** Routine maintenance of the properties shall be the responsibility of the owning party. Pre-game dragging, in-field watering or lining, etc. will be the responsibility of the using party. In no circumstances shall any entity other than the equipment owner or owner's vendor make repairs or alterations to the owning party's equipment.

**9.3.3** Custodial services shall be provided by the owner of the facility, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by using party only when such maintenance involves extra costs to the owning party.

**9.4     Utilities.** The party owning the facility shall furnish all necessary utilities.

**9.5     Equipment and Supplies.**

**9.5.1** The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. District-owned or City-owned equipment which is not easily moved (for example, tumbling mats, volleyball standards, baseball bases, field liners, permanently mounted time clocks), may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is returned to a condition as good as or better than the condition prior to damage.

**9.5.2** Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.

**9.5.3** The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.

**9.6     Manner of Financing, Budgeting, and Billing.** One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost'. This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.

**9.7     No Dual Employment.** Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or privileges of employment with the other party. Each party assumes exclusive responsibility for any and all actions, rights and obligations of its respective officers, agents, employees or volunteers.

**9.8     Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

**9.9 ADA Requirements.** Each party is responsible for its own facilities' compliance with ADA requirements. If the District receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility complaints.

**9.10 Damage to Property.** When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.

**10. Assignment/Binding Effect.** Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

**11. Integration/Modification/Supersession.** This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 12.2 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery. This Agreement shall specifically supersede the Joint Use Agreement entered into between Spokane School District No. 81 and the City of Spokane on August 27, 1997. Albi Stadium shall not be considered property subject to this Agreement under the August 27, 1997 Joint Use Agreement, or any other prior joint use agreements previously entered into between the District and the City.

**12. Termination/Written Notice.**

**12.1 Termination.** This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 12 of this Agreement prior to termination of the Agreement.

**12.2 Recipients of Termination Notices.** Notice shall be sent to the parties as follows:

<b>District:</b>	Office of School Support Services Associate Superintendent, School Support Services Spokane Public Schools 200 North Bernard Street Spokane, WA 99201-0282
<b>City:</b>	Spokane Parks and Recreation Department Director City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201-3317

**12.3 Financial Crisis.** In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserves the right to terminate this Agreement upon one hundred eighty (180) day notice to the other party.

**13. Mandatory Dispute Resolution.** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

**14. Governing Law/Venue.** The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

**15. Exhibits.** Exhibits A – D attached hereto are a part of this Agreement.

**16. Authority to Sign and Obligate.** The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

**17. Effective Date of Agreement.** This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.

**18. RCW 39.34 Required Clauses.**

**18.1 Purpose.** See Section 2 above.

**18.2 Duration.** See Section 4 above.

**18.3 Organization of Separate Entity and Its Powers.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**18.4 Administration.** See Section 3 above.

**18.5 Responsibilities.** See provisions herein.

**18.6 Agreement to be Filed.** The City shall file this Agreement with its City Clerk and file it with the Spokane County Auditor or place it on its web site or other electronically retrievable public source in accordance with state law. The District shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.

**18.7 Financing.** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

**18.8 Termination.** See Section 12 above.

**18.9 Property Upon Termination.** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.



**SPOKANE PUBLIC SCHOOLS**

\_\_\_\_\_  
Dr. Linda McDermott  
Associate Superintendent, School Support Services

\_\_\_\_\_  
Date

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

\_\_\_\_\_  
Garrett Jones  
Director

\_\_\_\_\_  
Date

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

## EXHIBIT A

### Spokane Public Schools (SPS) Spokane Parks & Recreation Department (SPRD) Joint Use of Facilities

#### Scheduling Procedures

##### **I. SPS/SPRD Scheduling Procedures for Joint Use**

The SPS/SPRD Joint Use agreement is a partnership between SPS and SPRD to allow reciprocal use of facilities owned by both parties.

##### **II. Authorization Protocol**

- a. SPRD Director of Recreation or designated staff are authorized to make requests on behalf of SPRD or approve requests.
- b. SPS staff authorized to make requests on behalf of SPS or approve requests from SPRD are the Event Services Team or designated staff.

##### **III. SPS and SPRD Facilities & Availability**

- a. Property owner has first priority for scheduling their facilities. Second priority is given to the joint use partner under this agreement.
- b. *During the academic school year*, sites having Express After-School Child Care programs are available at 6:15 pm in the multipurpose rooms and 6:00 pm in the gyms (if the gym and multipurpose room are separate from each other.) All other sites are available at 5:15 pm. Express site information is available online at: <http://spokaneschools.org>
- c. The latest that an activity at an SPS Facility can be scheduled to end is 9:30 pm unless otherwise approved by SPS Event Services. The latest that an activity can be scheduled at an SPRD Facility is 11:00pm.
- d. SPRD may request building use on a non-student day however use may be limited to custodial staffing hours. If the event is outside of regular custodial hours direct costs will apply. In general, custodial coverage is available until 3:00 pm on non-student days; after 3:00 pm on non-student days a fee for custodial services is charged.

##### **IV. Required Time Line**

There will be a required annual meeting no later than the first week of August to establish deadlines for the year. An agenda with required topics is included as **Exhibit C**.

##### **V. Facility Use Cancellations or Changes**

- a. Cancellation and changes of scheduled events must be communicated to the facility owner at least three (3) working days prior to the event.
- b. In the event of a scheduling conflict, the facility owner must notify the user and relocate or reschedule the cancelled event. Cancellation for a conflict should be communicated at least five (5) days prior to an event.
- c. For SPS facilities changes to scheduled events shall be submitted through e-mail to the Event Services Team at [eventservices@spokaneschools.org](mailto:eventservices@spokaneschools.org). In the event of a later cancellation a call must be made to Event Services at 354-7167.
- d. For SPRD facilities changes to scheduled events shall be submitted through e-mail to the scheduler at [athleticfieldallocations@spokanecity.org](mailto:athleticfieldallocations@spokanecity.org).
- e. If schools are closed due to weather all scheduled usage is cancelled.

##### **VI. Scheduling**

- a. SPS programs to take priority in SPS facilities and SPRD programs to take priority in SPRD facilities.
- b. SPS shall be responsible for scheduling all high school, middle school and Libby fields; however, Garry Middle School fields on SPRD property are scheduled by SPS until 5:00 pm on school days. Scheduling after 5:00 pm on a school day and non-school days is through SPRD.

- c. SPRD shall schedule all remaining fields within the City including elementary fields after **6:00 pm** during the school year at Express sites and after **5:15 pm** at all sites that do not have after-school programs.
- d. When scheduling a continuing event, at least one make-up day shall be designated in case of cancellation.

**VII. Field Playability**

- a. Each party will reserve the right to limit the amount of scheduled and non-scheduled play on athletic fields on an annual basis to prevent excessive damage to turf.
- b. Field Closure -- During periods of inclement weather, field maintenance, or scheduled improvements, field closures may be required.
- c. Closures may also result from poor playing conditions or damage. Notice of field closure will be sent by email.
- d. If a field is closed, no practice, games or other organized use will be allowed.

**VIII. Field Use General Rules and Regulations**

- a. The rules and regulations are in place to preserve the integrity of the fields for the best interests of all users. Both parties reserve the right to immediately terminate the use of fields and agrees to immediately vacate the premises upon notification of termination for failure to adhere to the rules and regulations. Failure to comply with these rules and regulations may jeopardize future use of fields and facilities.
- b. Rules for use will be reviewed annually at the August meeting.

**IX. Fees.**

- a. There will be no rental fees between the parties.
- b. There will be charges for direct costs outside of regular custodial hours.
- c. Additional fees for equipment replacement, extraordinary maintenance costs, or other infrequently occurring costs we be funded as mutually agreed upon.

**X. Sign-up Process to be Eligible to Use Facilities**

Rules for facility usage must be completed by the requestor prior to the scheduled start date. In order to gain access to facilities instructors/coaches are required to have a copy of their signed documents available while utilizing the facilities. Without these documents instructors/coaches may not be allowed access into the facility.

**EXHIBIT B**  
**SPRD/SPS Annual August Meeting**  
**Agenda**

Meeting to be held no later than the first week of August year

1. Update contact list
2. Review school calendar
3. Discuss needs of each program and problems solve any challenges
4. Review deadlines for priority submission of schedules
5. Review scheduling details
6. Review rules for use and process for collection of signed rules
7. Review current rate schedules for direct costs
8. Facility/field projects that impact availability
9. Discuss any program changes that may impact other programs
10. Changes to facility/program hours
11. Equipment, maintenance and other needs
12. Discuss any operational changes or concerns
13. Other

**Agenda meeting notes to be distributed to all meeting participants by e-mail and retained as documentation of operating protocols.**

**Exhibit C**  
**GSL Golf Joint Use Agreement Language**

SPS has five (5) high school golf teams that use four (4) City golf courses.

**The City has agreed to:**

1. Provide at no cost to SPS eight (8) practice tee times per school per week on the two (2) days specified by the City with four (4) practice tee times per school per day. The total quantity of tee times include both the boys and girls teams.
2. Provide at no cost to SPS three (3) events annually: two (2) during the regular season and one (1) during the post season. In addition, there will be one paid post-season event with date and course to be negotiated between Parties.
3. Finalize the SPS team schedules designating the specific dates for receipt by SPS no later than January 31 of each year.
4. Reschedule events canceled due to weather whenever feasible. This shall be a communication between the high school golf coach and the course pro directly.
5. WIAA and GSL Event charges will be the current junior golf rate (e.g., 2019 rate of \$13.00 per round, per participant; 80 golfers on Day 1 and 40 golfers on Day 2).

**SPS has agreed to:**

1. Have golf coaches be responsible for setting up and using the eight (8) tee times as assigned with no more than four (4) players per tee time.
  2. Have golf teams pay for range balls used in practice.
  3. Have the golf teams help clean up/pick up balls on range or perform other necessary jobs the golf professional deems appropriate.
  4. Submit schedule requests to the City not later than June 15 of each year. See note above- Pros and Courses have said that they are not able to create a schedule prior to the fall.
  5. S) Abide by the latest version of the attached Parks & Recreation Board adopted High School Golf Rules.
  6. Make every effort to make the public, parents and constituents aware of the benefits SPS students are receiving from the donations of the course professional and from the golf division under the umbrella of our Joint Use Agreement with the City Parks and Recreation Department.
    - a. SPS provide SPRD an outlined plan as to how they intend on sharing this message
    - b. Encourage school booster clubs who hold annual golf tournaments to support the City courses.
  7. For WIAA Event Practice Rounds charges will be the current junior golf rate (e.g., 2012 rate of \$13 per round) per participant and the adult golf rate (e.g., 2012 rate of \$25 per round) per coach. Any additional event activities such as a barbecue at the course following practice rounds for players and coaches shall be charged over and above the course fees.
-

**INTERLOCAL AGREEMENT BETWEEN  
SPOKANE PUBLIC SCHOOLS AND  
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT  
REGARDING JOINT USE OF FACILITIES**

1. **Parties.** This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 (“District”), a Washington state municipal corporation, whose address is 200 North Bernard Street, Spokane, WA 99201, and the City of Spokane Parks and Recreation Department (“City”), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201.

2. **Authority and Purpose.** The Revised Code of Washington, Chapter 39.34, recognizes and authorizes local government units to make agreements for joint performance of functions and activities which they have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the City and District within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of schools and parks.

3. **Administration.** The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the District Superintendent or designee and the Director of Parks and Recreation or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

3.1 **Meetings.** District and City staff involved with the direct provision of services will meet a minimum of three times a year, in person, to address issues regarding delivery of services under this Agreement.

3.2 **Coordinator of Services.** Each party hereby designates the following persons to be its Coordinator of Services:

**District:** Associate Superintendent, School Support Services (509-354-7272)

**City:** Director of Parks and Recreation (509-625-6204)

The parties agree that Coordinator of Staff duties can be delegated to staff as appropriate by notice in writing to the other party.

4. **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2119, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Section 12 below.

5. **Definitions.**

**5.1 “Campus Schools”** shall mean schools which are located adjacent to City park property and utilize City park property for regular school activities. The following is a list of “Campus Schools” including but not limited to:

Schools/Parks

Bemiss/Courtland Park  
Finch/Audubon Park  
Grant/Grant Park  
Hamblen/Hamblen Park  
Indian Trail/Indian Trail Park  
Madison/Franklin Park  
Garry Middle/Nevada Park  
Shadle Park High/Shadle Park

**5.2 “City Facilities”** shall mean those park and recreation open spaces and facilities on City property which includes: ball fields, tennis courts, swimming pools/splash pads, golf courses and conservation lands. Riverfront Park facilities are based on availability and include open spaces and the North Bank and Forestry Shelters. Current policy is available on the City website at [www.spokaneparks.org](http://www.spokaneparks.org).

**5.3 “Class I Organization Sanctioned School Sponsored Activities”** shall mean those activities defined in Section III. A. 2. a., School District Procedure 4260 as now or hereafter amended. Current Policy/Procedure 4260 (Use of School Facilities) is available on the District website at [www.spokaneschools.org](http://www.spokaneschools.org).

**5.4 “Direct Cost”** shall mean costs incurred solely as a result of the other party’s specific use of a facility or grounds such as labor, supervision or custodial costs, equipment maintenance costs.

**5.5 “District Facilities”** shall refer to both “School Grounds” and “School Buildings”.

**5.6 “Exhibits”** shall include the following:

- A. Joint Use Scheduling Procedures
- B. SPRD/SPS Annual August Meeting Agenda
- C. GSL Golf Joint Use Agreement Protocol
- D. Shared Maintenance of Grounds at Designated Location Drawings

**5.7 “Joint Use Partner”** shall mean any entity that has a reciprocal agreement with either party to this Agreement.

**5.8 “School Buildings”** shall refer to the physical school building including the gyms, the multi-purpose rooms, the classrooms, libraries, auditoriums, conference rooms, kitchens and cafeterias.

**5.9 “School Grounds”** shall refer to grounds, tennis courts, and playfields owned by the District.

**6. Priority of Use.**

**6.1 First Priority Use.** The Property owner has first priority for scheduling their facilities.

**6.2 Second Priority Use.** Second priority is given to the joint use partner under this agreement as described in **Exhibit A and B.**

**6.3 Limitation.** Each entity reserves the right to limit Joint Use to no more than fifty percent (50%) of an area (e.g., room or field) at any given facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests may result in denial of such requests.

**6.4 Third and Lower Priority Use.** Shall be at the discretion of the entity.

**7. Use of Facilities.**

**7.1 Usage and Facility Availability.** District Facilities available for use are primarily elementary and middle schools; high schools gyms may be requested but availability is extremely limited. During the usual and regular school year, all City property adjacent to a District school site, and all other City park property not adjacent, but which is used by District for school activities as allowed by this Agreement, shall be considered to be operated and controlled by the District for purposes of RCW 28A.635.020 until 5 p.m. or at such time each day when the school activity is completed. Additional details are available in **Exhibit A** to this Agreement.

**7.2 Scheduling.**

**7.2.1 Scheduling of School Buildings.** Scheduling shall be in accordance with the details identified in **Exhibit A: "Schools/Park & Recreation Scheduling Procedures"** as mutually agreed upon between the parties. Site approval is needed for scheduling high school gyms, multi-purpose rooms and auditoriums. Nutrition Services approval is required for kitchens.

**7.2.2 Scheduling Fields and Other Facilities.** Scheduling shall be in accordance with the details identified in **Exhibits A, B, and C** as mutually agreed upon between the parties.

**7.2.3 Non-school Day and Holiday Use.** Either party can request use of the other party's facilities for non-school days and holiday use in the same manner as above providing the user shall pay all Direct Costs incurred by the facility owner.

**7.2.4 Cancellation.** Either party will provide minimum notice as provided for in **Exhibit A.** Alternate sites will be provided as available. If no alternate site is available, the cancelled party will be afforded a make-up day

**7.2.5 Play Equipment Availability.** Play equipment on parks adjacent to Campus Schools will be available to the public during school hours except where the District desires exclusive use. When exclusive use is desired, the District shall either post notice of the District's exclusive use in the Park or otherwise provide notice to the public of the District's exclusive use.

**8. Shared Maintenance.**



**8.1 Grounds Maintenance.** The District and City shall share ground maintenance at Bemiss, Cooper, Finch, Grant, Indian Trail, Madison, Garry, and Shadle Schools in accordance with **Exhibit D**.

**8.2 Facility Improvement Requests.** Any requests by District to modify or improve City Facilities shall be submitted to the City's Director of Parks and Recreation for advance approval. This would include cutting and removing sod, relocation of backstops, installation of batting cages, buildings and other improvements.

**9. Rights and Responsibilities of Both Parties.**

**9.1 Compliance with Rules and Laws.** The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. The District is a tobacco free, drug free, and weapon free environment. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

**9.2 Supervision and Inspection.**

**9.2.1** With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

**9.2.2** Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

**9.3 Fees, Maintenance and Custodial Service.**

**9.3.1** No fees except for Direct Costs shall be charged the other party for use of District and City Facilities.

**9.3.2** Routine maintenance of the properties shall be the responsibility of the owning party. Pre-game dragging, in-field watering or lining, etc. will be the responsibility of the using party. In no circumstances shall any entity other than the equipment owner or owner's vendor make repairs or alterations to the owning party's equipment.

**9.3.3** Custodial services shall be provided by the owner of the facility, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by using party only when such maintenance involves extra costs to the owning party.

**9.4 Utilities.** The party owning the facility shall furnish all necessary utilities.

## **9.5     Equipment and Supplies.**

**9.5.1**   The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. District-owned or City-owned equipment which is not easily moved (for example, tumbling mats, volleyball standards, baseball bases, field liners, permanently mounted time clocks), may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is returned to a condition as good as or better than the condition prior to damage.

**9.5.2**   Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.

**9.5.3**   The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.

**9.6     Manner of Financing, Budgeting, and Billing.** One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost'. This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.

**9.7     No Dual Employment.** Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or privileges of employment with the other party. Each party assumes exclusive responsibility for any and all actions, rights and obligations of its respective officers, agents, employees or volunteers.

**9.8     Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

**9.9 ADA Requirements.** Each party is responsible for its own facilities' compliance with ADA requirements. If the District receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility complaints.

**9.10 Damage to Property.** When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.

**10. Assignment/Binding Effect.** Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

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**12. Termination/Written Notice.**

**12.1 Termination.** This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 12 of this Agreement prior to termination of the Agreement.

**12.2 Recipients of Termination Notices.** Notice shall be sent to the parties as follows:

<b>District:</b>	Office of School Support Services Associate Superintendent, School Support Services Spokane Public Schools 200 North Bernard Street Spokane, WA 99201-0282
<b>City:</b>	Spokane Parks and Recreation Department Director City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201-3317

**12.3 Financial Crisis.** In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserves the right to terminate this Agreement upon one hundred eighty (180) day notice to the other party.

13. **Mandatory Dispute Resolution.** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

14. **Governing Law/Venue.** The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

15. **Related Agreements.** This Agreement incorporates **Exhibits A – D** attached hereto to this Agreement and to the extent this Agreement conflicts with an attached Exhibit, the attached Exhibit shall prevail. The following agreements remain in effect:

15.1 May 18, 1979 Agreement between Spokane School District No. 81 and the City of Spokane regarding Grant Elementary School and Grant Park property exchange.

15.2 July 25, 1979 Agreement between Spokane School District No. 81 and the City of Spokane regarding District prototype school gymnasium construction.

15.3 August 1, 1979 School Use Agreement between Spokane School District No. 81 and Washington Community College District 17.

15.4 August 4, 1981 Agreement between Spokane School District No. 81 and the City of Spokane for Woodridge and Regal gymnasium construction.

15.5 February 2, 1993 Lease Agreement between Spokane School District No. 81 and the City of Spokane for Loma Vista and Shadle Park property.

15.6 July 27, 2000 Joint Use Agreement between the Young Men's Christian Association of Spokane and Spokane Public Schools.

15.7 December 16, 2004 Facility Use Agreement between Spokane Public Schools and Community Colleges of Spokane.

16. **Authority to Sign and Obligate.** The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

17. **Effective Date of Agreement.** This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.

18. **RCW 39.34 Required Clauses.**

18.1 **Purpose.** See Section 2 above.

18.2 **Duration.** See Section 4 above.

18.3 **Organization of Separate Entity and Its Powers.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

18.4 **Administration.** See Section 3 above.

**18.5    Responsibilities.** See provisions herein.

**18.6    Agreement to be Filed.** The City shall file this Agreement with its City Clerk and file it with the Spokane County Auditor or place it on its web site or other electronically retrievable public source in accordance with state law. The District shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.

**18.7    Financing.** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

**18.8    Termination.** See Section 12 above.

**18.9    Property Upon Termination.** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

**SPOKANE PUBLIC SCHOOLS**

\_\_\_\_\_  
Dr. Linda McDermott  
Associate Superintendent, School Support Services

\_\_\_\_\_  
Date

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

\_\_\_\_\_  
Garrett Jones  
Director

\_\_\_\_\_  
Date

**CITY OF SPOKANE**

\_\_\_\_\_  
David A. Condon  
Mayor

\_\_\_\_\_  
Date

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

## **EXHIBIT A**

### **Spokane Public Schools (SPS) Spokane Parks & Recreation Department (SPRD) Joint Use of Facilities**

#### **Scheduling Procedures**

##### **I. SPS/SPRD Scheduling Procedures for Joint Use**

The SPS/SPRD Joint Use agreement is a partnership between SPS and SPRD to allow reciprocal use of facilities owned by both parties.

##### **II. Authorization Protocol**

- a. SPRD Director of Recreation or designated staff are authorized to make requests on behalf of SPRD or approve requests.
- b. SPS staff authorized to make requests on behalf of SPS or approve requests from SPRD are the Event Services Team or designated staff.

##### **III. SPS and SPRD Facilities & Availability**

- a. Property owner has first priority for scheduling their facilities. Second priority is given to the joint use partner under this agreement.
- b. *During the academic school year*, sites having Express After-School Child Care programs are available at 6:15 pm in the multipurpose rooms and 6:00 pm in the gyms (if the gym and multipurpose room are separate from each other.) All other sites are available at 5:15 pm. Express site information is available online at: <http://spokaneschools.org>
- c. The latest that an activity at an SPS Facility can be scheduled to end is 9:30 pm unless otherwise approved by SPS Event Services. The latest that an activity can be scheduled at an SPRD Facility is 11:00pm.
- d. SPRD may request building use on a non-student day however use may be limited to custodial staffing hours. If the event is outside of regular custodial hours direct costs will apply. In general, custodial coverage is available until 3:00 pm on non-student days; after 3:00 pm on non-student days a fee for custodial services is charged.

##### **IV. Required Time Line**

There will be a required annual meeting no later than the first week of August to establish deadlines for the year. An agenda with required topics is included as **Exhibit C**.

##### **V. Facility Use Cancellations or Changes**

- a. Cancellation and changes of scheduled events must be communicated to the facility owner at least three (3) working days prior to the event.
- b. In the event of a scheduling conflict, the facility owner must notify the user and relocate or reschedule the cancelled event. Cancellation for a conflict should be communicated at least five (5) days prior to an event.
- c. For SPS facilities changes to scheduled events shall be submitted through e-mail to the Event Services Team at [eventservices@spokaneschools.org](mailto:eventservices@spokaneschools.org). In the event of a later cancellation a call must be made to Event Services at 354-7167.
- d. For SPRD facilities changes to scheduled events shall be submitted through e-mail to the scheduler at [athleticfieldallocations@spokanecity.org](mailto:athleticfieldallocations@spokanecity.org).
- e. If schools are closed due to weather all scheduled usage is cancelled.

##### **VI. Scheduling**

- a. SPS programs to take priority in SPS facilities and SPRD programs to take priority in SPRD facilities.
- b. SPS shall be responsible for scheduling all high school, middle school and Libby fields; however, Garry Middle School fields on SPRD property are scheduled by SPS until 5:00 pm on school days. Scheduling after 5:00 pm on a school day and non-school days is through SPRD.

- c. SPRD shall schedule all remaining fields within the City including elementary fields after **6:00 pm** during the school year at Express sites and after **5:15 pm** at all sites that do not have after-school programs.
- d. When scheduling a continuing event, at least one make-up day shall be designated in case of cancellation.

**VII. Field Playability**

- a. Each party will reserve the right to limit the amount of scheduled and non-scheduled play on athletic fields on an annual basis to prevent excessive damage to turf.
- b. Field Closure – During periods of inclement weather, field maintenance, or scheduled improvements, field closures may be required.
- c. Closures may also result from poor playing conditions or damage. Notice of field closure will be sent by email.
- d. If a field is closed, no practice, games or other organized use will be allowed.

**VIII. Field Use General Rules and Regulations**

- a. The rules and regulations are in place to preserve the integrity of the fields for the best interests of all users. Both parties reserve the right to immediately terminate the use of fields and agrees to immediately vacate the premises upon notification of termination for failure to adhere to the rules and regulations. Failure to comply with these rules and regulations may jeopardize future use of fields and facilities.
- b. Rules for use will be reviewed annually at the August meeting.

**IX. Fees.**

- a. There will be no rental fees between the parties.
- b. There will be charges for direct costs outside of regular custodial hours.
- c. Additional fees for equipment replacement, extraordinary maintenance costs, or other infrequently occurring costs we be funded as mutually agreed upon.

**X. Sign-up Process to be Eligible to Use Facilities**

Rules for facility usage must be completed by the requestor prior to the scheduled start date. In order to gain access to facilities instructors/coaches are required to have a copy of their signed documents available while utilizing the facilities. Without these documents instructors/coaches may not be allowed access into the facility.

**EXHIBIT B**  
**SPRD/SPS Annual August Meeting**  
**Agenda**

Meeting to be held no later than the first week of August year

1. Update contact list
2. Review school calendar
3. Discuss needs of each program and problems solve any challenges
4. Review deadlines for priority submission of schedules
5. Review scheduling details
6. Review rules for use and process for collection of signed rules
7. Review current rate schedules for direct costs
8. Facility/field projects that impact availability
9. Discuss any program changes that may impact other programs
10. Changes to facility/program hours
11. Equipment, maintenance and other needs
12. Discuss any operational changes or concerns
13. Other

**Agenda meeting notes to be distributed to all meeting participants by e-mail and retained as documentation of operating protocols.**



**Exhibit C**  
**GSL Golf Joint Use Agreement Language**

SPS has five (5) high school golf teams that use four (4) City golf courses.

**The City has agreed to:**

1. Provide at no cost to SPS eight (8) practice tee times per school per week on the two (2) days specified by the City with four (4) practice tee times per school per day. The total quantity of tee times include both the boys and girls teams.
2. Provide at no cost to SPS three (3) events annually: two (2) during the regular season and one (1) during the post season. In addition, there will be one paid post-season event with date and course to be negotiated between Parties.
3. Finalize the SPS team schedules designating the specific dates for receipt by SPS no later than January 31 of each year.
4. Reschedule events canceled due to weather whenever feasible. This shall be a communication between the high school golf coach and the course pro directly.
5. WIAA and GSL Event charges will be the current junior golf rate (e.g., **2019** rate of \$13.00 per round, per participant; 80 golfers on Day 1 and 40 golfers on Day 2).

**SPS has agreed to:**

1. Have golf coaches be responsible for setting up and using the eight (8) tee times as assigned with no more than four (4) players per tee time.
  2. Have golf teams pay for range balls used in practice.
  3. Have the golf teams help clean up/pick up balls on range or perform other necessary jobs the golf professional deems appropriate.
  4. Submit schedule requests to the City not later than June 15 of each year. See note above- Pros and Courses have said that they are not able to create a schedule prior to the fall.
  5. S) Abide by the latest version of the attached Parks & Recreation Board adopted High School Golf Rules.
  6. Make every effort to make the public, parents and constituents aware of the benefits SPS students are receiving from the donations of the course professional and from the golf division under the umbrella of our Joint Use Agreement with the City Parks and Recreation Department.
    - a. SPS provide SPRD an outlined plan as to how they intend on sharing this message
    - b. Encourage school booster clubs who hold annual golf tournaments to support the City courses.
  7. For WIAA Event Practice Rounds charges will be the current junior golf rate (e.g., 2012 rate of \$13 per round) per participant and the adult golf rate (e.g., 2012 rate of \$25 per round) per coach. Any additional event activities such as a barbecue at the course following practice rounds for players and coaches shall be charged over and above the course fees.
-

**JOINT USE AGREEMENT BETWEEN SPOKANE PUBLIC LIBRARY AND  
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT  
REGARDING JOINT USE OF FACILITIES**

1. **Parties.** This Agreement is entered into by and between Spokane Public Library (“Library”), a department of the City of Spokane organized under Chapter 27.12 RCW, whose address is 906 West Main Ave. Spokane, WA 99201, and the City of Spokane Parks and Recreation Department of the City of Spokane (“City”), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201.
2. **Authority and Purpose.** The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the City and Library within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the taxpayer.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of libraries and parks.

3. **Administration.** The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the Library Executive Director or designee and the Director of Parks and Recreation or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:
  - 3.1 **Meetings.** Library and City staff involved with the direct provision of services will meet a minimum once a year, in person, to address issues regarding delivery of services under this Agreement.
  - 3.2 **Coordinator of Services.** Each party hereby designates the following persons to be its Coordinator of Services:

**Library:** Executive Director; (509-444-5305)

**City:** Director of Parks and Recreation; (509-625-6204)

The parties agree that Coordinator or Staff duties can be delegated to staff appropriate by notice in writing to the other party.

4 **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2019, with automatic annual renewals thereafter from September 1<sup>st</sup> through August 31<sup>st</sup> unless terminated earlier as provided for in Section 14 below.

5 **Definitions.**

5.1 **“Branch Locations”** shall mean libraries which are located adjacent or in close proximity to City park property. The following is a list of ‘Branch Locations’ including but not limited to:

Libraries/Parks

Downtown/Riverfront Park

Eastside/Liberty Park

Hillyard/AM Cannon Park

Shadle/Shadle Park

Indian Trail/Indian Trail Park

South Hill/Comstock Park

5.2 **“City Facilities”** shall mean those park and recreation open spaces and facilities on City property. Riverfront Park facilities are based on availability and include open spaces, the North Bank and Forestry Shelters. Current policy is available on the City website at [www.spokaneparks.org](http://www.spokaneparks.org).

5.3 **“Direct Cost”** shall mean costs incurred solely as a result of the other party’s specific use of a facility or grounds such as labor, supervision or custodial costs, equipment maintenance costs.

5.4 **“Library Facilities”** shall refer to both “Library Grounds” and “Library Buildings”.

5.5 **“Exhibits”** shall include the following:

A. Joint Use Scheduling Procedures

B. SPRD/SPL Annual August Meeting Agenda

5.6 **“Joint Use Partner”** shall mean any entity that has a reciprocal agreement with either party to this Agreement.

6 **Priority of Use.**

6.1 **First Priority Use.** The Property owner has first priority for scheduling their facilities.

6.2 **Second Priority Use.** Second priority is given to the joint use partner under this agreement as described in **Exhibit A.**

6.3 **Limitation.** Each entity reserves the right to limit Joint Use to no more than fifty percent (50%) of an area (e.g., room or open space) at any given facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests may result in denial of such requests.

6.4 **Third and Lower Priority Use.** Shall be at the discretion of the entity.

## **7 Use of Facilities.**

7.1 **Usage and Facility Availability.** Additional details are available in **Exhibit A** to this Agreement.

7.1.1 **Library Facilities** available for use are: spaces at all Spokane Public Libraries, primarily program rooms, class rooms, and conference rooms. Other library spaces (including staff, computer, and collection areas) have limited availability, but can be requested.

7.1.2 **Park Facilities** available for use are: spaces at Spokane Park facilities, including open spaces, playgrounds and picnic shelters.

### **7.2 Scheduling.**

7.2.1 **Scheduling of Library Buildings and Park Facilities.** Scheduling shall be in accordance with the details identified in **Exhibit A**: “Library/Park & Recreation Scheduling Procedures” as mutually agreed upon between the parties.

7.2.2 **Cancellation.** Either party will provide a minimum of 5 days’ notice of any cancellation. Alternate sites will be offered as available. If no alternate site is available, the cancelled party will be afforded a make-up day.

7.2.3 **Play Equipment Availability.** Play equipment on parks adjacent to Libraries will be available to the public except when the Library desires exclusive use. When exclusive use is desired, the Library shall either post notice of the Library’s exclusive use in the Park or otherwise provide notice to the public of the Library’s exclusive use in coordination with the designated SPRD staff member.

## **8 Rights and Responsibilities of Both Parties.**

8.1 **Compliance with Rules and Laws.** The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

8.2 **Supervision and Inspection.**

8.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

8.2.2 Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

8.3 **Fees, Maintenance and Custodial Service.**

8.3.1 No fees except for Direct Costs shall be charged the other party for use of Library or City Facilities.

8.3.2 Routine maintenance of the properties shall be the responsibility of the owning party. In no circumstances shall any entity other than the equipment owner or owner's vendor make repairs or alterations to the owning party's equipment.

8.3.3 Custodial services shall be provided by the owner of the facility, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by using party only when such maintenance involves extra costs to the owning party.

8.4 **Utilities.** The party owning the facility shall furnish all necessary utilities.

8.5 **Equipment and Supplies.**

8.5.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. Library-owned or City-owned equipment which is not easily moved may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is

returned to a condition as good as or better than the condition prior to damage.

- 8.5.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.
- 8.5.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.
- 8.6 **Manner of Financing, Budgeting, and Billing.** One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost'. This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.
- 8.7 **Background Checks.** The City and the Library will comply with the requirements of RCW 43.43.830 requiring background checks for any prospective employee or volunteer who will or may have unsupervised access to children under sixteen years of age or developmentally disabled persons or vulnerable adults during the course of the prospective employee's employment or volunteer opportunity. Both parties will use their best efforts to assure that no employee or volunteer with an adverse conviction record will or may have access to children under sixteen years of age or developmentally disabled persons or vulnerable adults during the course of the employment or volunteer activity. Any failure to comply with this section shall be grounds for immediate termination of this Agreement and immediate termination of any use of facilities by the other party or its agents.
- 8.8 **No Dual Employment.** Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or

privileges of employment with the other party. Each party assumes exclusive responsibility for any and all actions, rights and obligations of its respective officers, agents, employees or volunteers. Each party's employees and students do not, by this Agreement, become agents or employees of the other party, and shall not be entitled to any rights and privileges established for employees of the other party, such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this Agreement.

- 8.9 **Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.
- 8.10 **ADA Requirements.** Each party is responsible for its own facilities' compliance with ADA requirements. If the Library receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility issues.
- 8.11 **Damage to Property.** When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.
- 9 **Assignment/Binding Effect.** Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.
- 10 **Integration/Modification/Supersession.** This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 12.3 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.
- 11 **Indemnification/Hold Harmless/Duty to Defend.** Each party to this Agreement is responsible for its own acts and omissions of its officers, employees, and agents. Each party agrees to defend, indemnify, and hold the other party harmless from and against any claim, demand, suit, or cause of action, (hereafter "claim"), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, reasonable attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the parties based on actual or alleged concurrent or shared fault of the parties, a party

shall not be required to indemnify the other party for that party's own proportionate share of fault. Reasonable attorney fees and litigation expenses incurred by a party in successfully enforcing the indemnification provisions of this section shall be paid by the party against whom the provision was enforced. The parties agree that these indemnification obligations shall apply to claims made by their own employees against an indemnitee, and the parties therefore knowingly and expressly waive any immunity that they otherwise might have been entitled to invoke under Title 51 RCW.

- 12 **Insurance.** During the term of this Agreement, each party shall maintain in force at its own expense, the following insurance:

12.1 Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance.

12.2 General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this contract.

12.3 There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the cancelling party or its insurer(s) to the non-cancelling party.

12.4 In lieu of the above cited insurance, either party may provide documentation demonstrating its self-insured status

- 13 **Amendment.** This Agreement may be amended only by mutual written agreement signed by authorized officials and not by course of performance

14 **Termination/Written Notice.**

14.1 **Termination.** This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach within the 180 day time period. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 16 of this Agreements prior to termination of the Agreement.

14.2 **Recipients of Termination Notices.** Notice shall be sent to the parties as follows:

**Library:** Spokane Public Library  
Executive Director  
906 W Main Ave,



**City:** Spokane Parks and Recreation Department – City Hall  
Parks and Recreation Director  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3317

- 14.3 **Shared Facilities Disposition.** In the event of cancellation of this Agreement, the parties shall agree to negotiate in good faith for the use of shared facilities or facilities in which the party has invested.
- 15 **Financial Crisis.** In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserved the right to terminate this Agreement upon one hundred eighty (180) day notice to the other party.
- 16 **Mandatory Dispute Resolution.** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.
- 17 **Governing Law/Venue.** The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.
- 18 **Related Agreements.** This Joint Use Agreement does not supersede any other use agreement between the parties and to the extent this agreement conflicts with other pre-existing agreements the other agreements shall prevail.
- 19 **Authority to Sign and Obligate.** The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.
- 20 **Effective Date of Agreement.** This Agreement shall not become effective unless and until it is properly executed by the parties.
- 21 **Organization of Separate Entity and Its Powers.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**SPOKANE PUBLIC LIBRARY:**

\_\_\_\_\_  
Andrew Chanse  
Executive Director

\_\_\_\_\_  
Date

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

\_\_\_\_\_  
Garrett Jones  
Director

\_\_\_\_\_  
Date

CITY OF SPOKANE

\_\_\_\_\_  
David A. Condon  
Mayor

\_\_\_\_\_  
Date

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

## **EXHIBIT A**

### **Spokane Public Library (SPL) Spokane Parks & Recreation Department (SPRD) Joint Use of Facilities Scheduling Procedures**

#### **I. SPL/SPRD Joint Use Agreement**

The SPS/SPRD Joint Use agreement is a partnership between SPS and SPRD to allow reciprocal use of facilities owned by both parties.

#### **II. Authorization Protocol**

- a. SPRD Director of Recreation or designated staff are authorized to make requests on behalf of SPRD or approve requests.
- b. SPL staff authorized to make requests on behalf of SPL or approve requests from SPRD are the Community Engagement Managers or designated staff.

#### **III. SPL and SPRD Facilities & Availability**

- a. Property owner has first priority for scheduling their facilities. Second priority is given to the joint use partner under this agreement.
- b. Activities at an SPL Facility can be scheduled to end up until the location's standard closing time, unless otherwise approved by SPL staff. The latest that an activity can be scheduled at an SPRD Facility is 11:00pm.

#### **IV. Required Time Line**

There will be a required annual meeting no later than the first week of August to establish deadlines for the year if SPRD is planning on utilizing SPL space for programming. An agenda with required topics is included as Exhibit B.

#### **V. Facility Use Cancellations or Changes**

- a. Instructors are responsible for adhering to the Library's Meeting Room Policy which can be found at [www.spokanelibrary.org/meeting-rooms](http://www.spokanelibrary.org/meeting-rooms).
- b. Cancellation and changes of scheduled events must be communicated to the facility owner at least three (3) working days prior to the event.
- c. In the event of a scheduling conflict, the facility owner must notify the user and relocate or reschedule the cancelled event. Cancellation for a conflict should be communicated at least five (5) days prior to an event.
- d. For SPL facilities changes to scheduled events shall be submitted through e-mail at [ask@spokanelibrary.org](mailto:ask@spokanelibrary.org). In the event of a later cancellation a call must be made to 444-5300.
- e. For SPRD facilities changes to scheduled events shall be submitted through e-mail to the scheduler at [parkopsreservations@spokanecity.org](mailto:parkopsreservations@spokanecity.org).
- f. If facilities are closed due to weather all scheduled usage is cancelled.

**VI. Scheduling**

- a. SPL programs to take priority in SPL facilities and SPRD programs to take priority in SPRD facilities.

**VII. Fees.**

- a. There will be no rental fees between the parties.
- b. There will be charges for direct costs outside of regular custodial hours.
- c. Additional fees for equipment replacement, extraordinary maintenance costs, or other infrequently occurring costs we be funded as mutually agreed upon.

**EXHIBIT B**  
**SPRD/SPL Annual August Meeting**  
**Agenda**

Meeting to be held no later than the first week of August each year

1. Update contact list
2. Discuss needs of each program and problems solve any challenges
3. Review deadlines for priority submission of schedules
4. Review scheduling details
5. Review rules for use and process for collection of signed rules
6. Review current rate schedules for direct costs
7. Facility/park projects that may impact availability
8. Discuss any program changes that may impact other programs
9. Changes to facility/program hours
10. Equipment, maintenance and other needs
11. Discuss any operational changes or concerns
12. Other

**Agenda meeting notes to be distributed to all meeting participants by e-mail and retained as documentation of operating protocols.**

### Proposed Tournament Fees

<i>Tournaments</i>	Type	Notes	2012	2013	2014 -2019	2020 Proposed		2021 Proposed		2022 Proposed	
<b>Dwight Merkel</b>											
Adult											
Softball/Baseball	Full Day	8am-11pm	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,250.00	\$150.00	\$2,400.00	\$150.00	\$2,550.00	\$150.00
	Half Day	8a-3p;3p-11p	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$1,350.00	\$150.00	\$1,500.00	\$150.00	\$1,650.00	\$150.00
Youth											
Softball/Baseball	Full Day	8am-11pm	\$ 1,000.00	\$ 1,250.00	\$ 1,500.00	\$ 1,650.00	\$150.00	\$1,800.00	\$150.00	\$1,950.00	\$150.00
	Half Day	8a-3p;3p-11p	\$ 500.00	\$ 650.00	\$ 800.00	\$ 950.00	\$150.00	\$1,100.00	\$150.00	\$1,250.00	\$150.00
<b>Dwight Merkel</b>					2014 -2019	2020 Proposed		2021 Proposed		2022 Proposed	
Adult	Full Day	8am-11pm			\$3,500.00	\$3,600.00	\$100.00	\$3,700.00	\$100.00	\$3,800.00	\$100.00
Soccer	Half Day	8a-3p;3p-11p			\$1,800.00	\$1,900.00	\$100.00	\$2,000.00	\$100.00	\$2,100.00	\$100.00
Youth	Full Day	8am-11pm			\$900.00	\$1,000.00	\$100.00	\$1,100.00	\$100.00	\$1,200.00	\$100.00
Soccer	Half Day	8a-3p;3p-11p			\$500.00	\$600.00	\$100.00	\$700.00	\$100.00	\$800.00	\$100.00
<b>Franklin</b>											
Adult											
Softball/Baseball	Full Day	8am-11pm	\$ 1,400.00	\$ 1,450.00	\$ 1,500.00	\$ 1,625.00	\$125.00	\$1,750.00	\$125.00	\$1,875.00	\$125.00
	Half Day	8a-3p;3p-11p	\$ 700.00	\$ 750.00	\$ 800.00	\$ 925.00	\$125.00	\$1,050.00	\$125.00	\$1,175.00	\$125.00
Youth											
Softball/Baseball	Full Day	8am-11pm	\$ 800.00	\$ 850.00	\$ 900.00	\$ 1,025.00	\$125.00	\$1,150.00	\$125.00	\$1,275.00	\$125.00
	Half Day	8a-3p;3p-11p	\$ 400.00	\$ 450.00	\$ 500.00	\$ 625.00	\$125.00	\$750.00	\$125.00	\$875.00	\$125.00



THE CAMPAIGN FOR  
**riverfront  
spokane**

## Gift Recognition Opportunities

Dollar values in gray pending PB approval

### Looff Carrousel



#### Adopt a Carrousel Animal (54 available)

**\$5,000 each for 10 years**

- Donors can “adopt” a carrousel animal
- There are 54 animals available
- Horses are not available for naming, only adoption
- A plaque will be placed on the wood deck below the animal stating “Adopted by (name of donor)”



#### Looff Carrousel Gathering Spaces (4)

**\$150,000 for all or \$50,000 each space**

- Donor’s name on a plaque above the main doorway to each of three party rooms and the patio entry
- Names must be either a family or individual name. This is not available for corporate donors.

### Shelters



#### North, South, and North Bank Picnic Shelters (3)

**\$50,000 each – pending Park Board approval**

- Donor’s name on a plaque hanging from the top of the shelter
- The plaque is approximately 12”x 42” and will include the donor’s name and a quote, if requested. Quotes must be approved by the Director of Parks and Recreation.

### U.S. Pavilion



#### SkyRoom and Meeting Rooms (3)

**\$150,000/SkyRoom – pending Park Board approval & \$50,000 each Meeting Room**

- Donor’s name on a plaque above the main doorway to the SkyRoom and balcony (1) and meeting rooms (2)
- Names must be either a family or individual name. This is not available for corporate donors.

#### Terraced Seating (10)

**\$15,000 each row – pending Park Board approval**

- A plaque placed on a row of outdoor terrace seating.
- Names must be either a family or individual name. This is not available for corporate donors.

## Numerica Skate Ribbon & SkyRide



### Numerica Skate Ribbon Party Room (1) \$50,000

- Donor's name on a plaque above the main doorway to the party room
- Name(s) must be either a family or individual name. This is not available for corporate donors.

## Benches



### Park Benches (27) \$5,000 each

- Donor's name engraved on a 2" x 10" plaque attached to the back or base of the bench
- There are two styles of bench in the park

## Pavers



### Promenade Pavers Gifts of \$1,000 or more depending on size of paver

- Donor's name etched in a concrete paver
- Sizes range from 4" x 8" to 9" x 9"

## Fence Tags



### Fence Tags TBD (\$100 - \$150 range)

- Donor name etched on tag hanging from fence
- Possibly around the dog park
- Image from Pike Place Market Foundation



## CAMPAIGN GIFT COUNTING AND RECOGNITION GUIDELINES

In January 2018, the Spokane Parks Foundation Board of Directors approved a \$3 million capital campaign to supplement the \$64 million bond redevelopment of Riverfront Spokane.

The following definitions are used in this document:

**Counting** is the numeric summary of activity, results, and progress towards goal.

**Reporting** is the process of conveying with clarity and transparency what has happened during a specific timeframe.

**Recognition** is Riverfront Spokane specific and represents the way the Spokane Parks Foundation will recognize donors to the Campaign for Riverfront Spokane.

**Naming** is the opportunity given to a donor to associate their name with a project or item.

### CAMPAIGN FUNDRAISING, REPORTING AND PLEDGE PERIOD

- Campaign fundraising period: The fundraising period for the campaign officially begins on January 1, 2018. At this time, Spokane Parks Foundation begins to recognize specific gifts that can be allocated to the campaign. The fundraising period will continue through December 31, 2019, or as adjusted by the board of directors.
- Campaign reporting period: The reporting period allows for multiyear pledges to be fully paid within 3 years of pledge (no later than December 31, 2021).
- Spokane Parks Foundation may elect to accept pledges with longer payment periods if warranted by special circumstances.

### ACKNOWLEDGING AND RECORDING CAMPAIGN GIFTS AND PLEDGES

Outright gifts to the campaign (cash) will be acknowledged and recorded upon receipt. A pledge will be acknowledged and recorded when it is confirmed in writing (by email, on a campaign pledge form, or in a personalized gift agreement). Verbal pledges may be tracked and recognized informally, but they may not be recorded or counted toward the campaign goal until confirmed in writing or paid in full.

Once a pledge is received, a staff member will follow up with the donor to confirm his/her intentions for paying the pledge (amount and timing of payments, sources of funds, etc.). Unless otherwise specified by the donor, pledges will be invoiced quarterly (e.g., January 1, April 1, etc.).

## TYPES OF GIFTS ACCEPTED FOR THE CAMPAIGN

- Outright gifts of cash, securities, and property that comply with SPF Gift Acceptance Policy
- Donor advised funds (payments made through donor advised funds cannot be used to fulfill a pledge)
- Employer matching gifts (will count toward the donor's total gift)
- Pledges up to three years (see criteria above) can be paid with cash, stocks, bonds, mutual funds, etc.
- Planned gifts realized/paid by December 31, 2021

## CAMPAIGN GIFT COUNTING

- A signed commitment for an outright gift or pledge made during the campaign fundraising period will count toward the goal
- Gifts made to the Foundation under conditions set forth in the MOU and FSA with the City of Spokane
- Planned gifts that meet specific conditions, and are realized *during* the campaign, can count toward the campaign goal; planned gifts that are pledged during the campaign fundraising period, but not realized during the campaign pledge period do not count towards campaign goal

## CAMPAIGN GIFT RECOGNITION

Spokane Parks Foundation is committed to recognizing every donor to the campaign in an appropriate manner. Anonymity (name, amount of gift, terms of gift, and/or purpose of gift) will be observed based on the donor's request. Responsibility for reviewing and approving recognition guidelines, including terms of naming opportunities, will be vested in the Campaign Steering Committee and Spokane Parks Foundation Board of Directors. Revising the guidelines will be considered by the Board of Directors upon the recommendation of the Campaign Manager or Executive Director of the Foundation.

Generally speaking, donor recognition will include printed and electronic communication. Information regarding campaign naming and recognition opportunities will be updated as the campaign evolves.

### GENERAL RECOGNITION

All donors will be included on lists of campaign donors and recognized in campaign publications unless they request to be anonymous or make anonymous gifts. All such requests will be honored across all publications and published campaign lists.

### MATCHING GIFTS

For the purposes of donor recognition, a donor's matching gift will be included in their gift total. For example, Jane Doe gives \$5,000, and her company match is \$5,000 so she would be recognized as a \$10,000 donor. The matching gift company will be recognized, at the matching gift level if a written pledge is received. If no pledge is received from the company, it will be recognized for the cash total of its match, which could increase over the time period of the campaign.

### RECOGNITION BASED UPON GIFT SIZE

Donors will receive recognition for their gifts following the Spokane Parks Foundation's Campaign Naming & Recognition Guidelines.

## CAMPAIGN NAMING & RECOGNITION OPPORTUNITIES

Spokane Parks Foundation is very grateful to the many generous donors to the Campaign for Riverfront Spokane. To honor their generosity, donors will receive special recognition as outlined below.














### LEAD GIFT NAMING OPPORTUNITIES (*Named for the Useful Life of the Amenity*)

\$1,000,000	<b>EXCLUSIVE RIGHTS TO NAME THE HAVERMALE PLAYGROUND</b> <i>Located on West Havermale Island with interactive play pieces, solid surfaces for wheelchairs and walkers, this inclusive playground will mirror the quality and spirit of the park itself, inviting, engaging &amp; playful</i>
\$ 500,000	<b>HAVERMALE PLAYGROUND NAMING RIGHTS</b> Additional opportunities will be available to other donors throughout the playground
\$ 500,000	<b>TOUR TRAIN EXCLUSIVE (Engine &amp; 3 Box Cars) *</b> <i>Showcasing the park while giving visitors informational tours</i>
\$ 250,000	<b>DOG PARK</b> <i>A place for dogs to exercise and play off-leash in a controlled environment under the supervision of their owners</i>
\$ 250,000	<b>BASKETBALL COURT</b> <i>Outdoor basketball court providing a safe place for family fun and serious games</i>
\$ 50,000 @	<b>MEETING ROOMS &amp; PATIO</b> <i>For public use in the Looff Carrousel (4), Pavilion (7) &amp; Skate Ribbon (2)</i>







### LEAD GIFT RECOGNITION OPPORTUNITIES

\$150,000	<b>TOUR TRAIN ENGINE</b>
\$100,000 @	<b>TOUR TRAIN BOX CARS— 3 opportunities</b>
\$125,000 @ <b>2 opportunities</b>	<b>BUTTERFLY RESTORATION</b> <i>Carries the legacy of Expo '74 forward. These iconic sculptures will greet visitors on the north and south ends of the park</i>
\$50,000 @ <b>Several potential opportunities</b>	<b>HAVERMALE PLAYGROUND FEATURE</b> <i>There will be several spaces or pieces within the playground. These will be made available when the design phase is completed</i>
\$50,000 @ <b>6+ opportunities</b>	<b>INTERPRETIVE SIGNAGE</b> <i>Will be woven invitingly throughout the park. Storytelling stations that share these histories via print, braille, and digital app will keep our shared past alive for generations to come</i>

## MAJOR GIFT RECOGNITION OPPORTUNITIES

	\$25,000 +	\$10,000	\$5,000	\$1000
Thank you in Spokesman Review				
Recognition on Social Media (FB, Twitter, etc.)				
Inclusion on donor recognition in Riverfront Park				
Invitation to special event for major donors				
Recognition at Grand Opening of Named Feature and/or completed park renovation				

## OTHER OPTIONS

2 Sentinels – Naming Opportunity (Picnic Shelters)				
Adopt a Carrousel animal (58 opportunities)		**	***	
Recognition on park bench or bike rack (limited number throughout the park)				
Promenade and dog park tiles or pavers (various sizes and locations)				
Gathering spaces				

\*\* 10 Years

\*\*\* 5 years



# Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: <b>17</b>	Change Order Effective Date: <b>7/15/19</b> (date when executed by both parties)
Project: <b>PAVILION DESIGN-BUILD PROJECT</b>	Design-Builder's Project No: 172100
	Date of Agreement: <b>APRIL 13, 2017</b>
Owner: <b>CITY OF SPOKANE - PARKS &amp; RECREATION DIVISION</b>	Design-Builder: <b>GARCO CONSTRUCTION, INC.</b>

	<u>AREA</u>	<u>DESCRIPTION OF CHANGE</u>	<u>AMOUNT</u>
Item 1	PAV	<b>RFP#18 Owner Walk Through Changes</b>	\$ 9,042
Item 2	PAV	<b>Add back Curb at edges of Central Plaza</b>	\$ 18,000
Item 3	PROM	<b>Rock &amp; Unforeseen for the Mid Promenade</b>	\$ 149,265
Item 4	PROM	<b>Modify Mounding – Add Planting for Safety</b>	\$ 3,163
		<b>TOTAL AMOUNT</b>	<b>\$ 179,470</b>

Original Contract Price: \$ 14,500,000

Net Change by Previous Change Orders: \$ 5,572,302

Net Change by GMP Amendment: \$ 4,150,000

Net Change by Change Order No 17: \$ 179,470

New Contract Price: \$ 24,401,772

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Original Contract Substantial  
Completion Date:

**May 30, 2019**

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Adjustments by Previous Change Orders:           **64**           (calendar days)

Adjustments by Change Order No.   17  :           **0**           (calendar days)

Revised Scheduled Substantial Completion Date for Site Only           **August 2, 2019**

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By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

**OWNER:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DESIGN-BUILDER:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# RIVERFRONT PARK MODERIZATION

## Request for Proposal (RFP)

<b>Project Name:</b>	PAVILION	<b>RFP No:</b>	PAV 18
<b>Project No.</b>	SC6B0322000	<b>Date:</b>	2/21/19
<b>Owner:</b>	Spokane Parks & Recreation		
<b>Contractor:</b>	Garco Construction	<b>Architect/Eng:</b>	NAC/Berger/Jacobs

Please furnish your proposal for performing the changes outlined below and/or detailed on the attachments if applicable. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, and equipment. It should also include any schedule impact if applicable.

**Description:** Provide design (if specified) and pricing for the following items discussed at the Owner Move-In Meeting and Walk Through on 2/12/19.

1. Per the Service Yard Review:
  - a. Provide design and pricing to add lighting to the SW side of the Service Yard to provide adequate lighting when vehicles are in the yard.
2. Per the Walk Through of the Building:
  - a. Provide pricing to add power and data for 3 computers above the counter on the west wall of the security room/ranger office. Please also add backing so they can mount monitors on the walls to accommodate the following notes.
    - i. Add data to west wall to ranger office.
    - ii. Add backing for wall mounted monitors ranger office west wall.
    - iii. Add data and power above counter range office west wall.
  - b. Make the following No Cost Changes:
    - i. Add Backing on Column in kitchen for racks and shelves.
    - ii. Changing SS table size to maximize table space but fitting within the column configuration.
    - iii. Add backing north conference room wall.
    - iv. Raise or add more backing for the sky room monitor on the south wall.



# RIVERFRONT PARK MODERIZATION

## Request for Proposal (RFP)

- v. Frame and add drywall to the north Skyroom wall. (If any Vinyl Wall Covering is to be added, it will be identified as part of the graphic design package.)
- c. Provide pricing and Parks will split the cost for the following:
  - i. Raise and angle soffit at reception to maximize ceiling height.



Owner Walk Through Change CO  
RFP #18

7/1/2019



Phase	Description	Quan. Unit	UNIT PRICES				TOTALS				
			Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Modern Drywall adjustment of Soffit to match roof pitch	1.0 LS				820.00	-	-	-	820	820
	Power City Electric Mod 56, Add lighting to service yard. Provide power and data to 3 computers in Ranger Room	1.0 LS				7,685.00	-	-	-	7,685	7,685
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
<b>SUB-TOTALS</b>							-	-	-	8,505	8,505
<b>ADD-ONS:</b>							OH&P: on Garco (as subcontractor) self-performed work.				-
							OH&P: on Garco (as subcontractor) subcontracted work				340
							15.00% (of Labor, Material & Equip.)				-
							4.00% (of Subcontract)				340
							<b>SUB-TOTAL</b>				<b>8,845</b>
							Insurance				88
							Bond Premium				66
							<b>SUB-TOTAL</b>				<b>9,000</b>
							B & O Tax				42
							0.47% (of Subtotal)				42
							<b>TOTAL - CHANGE ORDER REQUEST</b>				<b>\$ 9,042</b>

SPECIFIC EXCLUSIONS:

1. WSST



E. 3327 OLIVE  
SPOKANE, WA 99202  
PHONE: (509) 535-8500  
FAX: (509) 535-4665

### Proposal

PROPOSAL SUBMITTED TO <b>Garco Construction</b>	DATE <b>4/19/19</b>
STREET <b>4114 E Broadway</b>	JOB NAME <b>MOD-56-RFP-18 rev 1 Owner walk through comments</b>
CITY, STATE, AND ZIP CODE <b>Spokane WA 99202</b>	JOB LOCATION <b>507 N Howard St Spokane, WA 99201</b>
ATTN: <b>Rob Decker</b>	PHONE: <b>509-535-4688</b>

Rob,  
Thank you for the opportunity to provide pricing for the above mentioned project. Our proposal is detailed as follows.

#### General Inclusions

- Includes installation of Qty(3) owner provided lights.
- Includes Data and power as requested in the RFP.

#### General Exclusions

- Tax.
- Excavation.
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Bond.
- Engineering Fee's
- Scope added or modified after engineers design.

**Price \$7,685.00**

Thank you for the opportunity,

Steve Gilbertz  
509-481-0465  
PM/Estimator

**DESCRIPTION OF WORK;**

**JOB #2014: ID** RFP Pavillion1  
**JOB NAME** RIVERFRONT PARK-PAVILION  
**EST. #26: ID** RFP Pav  
**ESTIMATE** RFP-18 Added wall packs in ser  
**PRINTED** 2/26/2019 11:45:01 AM  
**DATA SET #1:** Comm Indust UPC\_EST\_NECA ...

RFP-18  
Power City Electric, Inc  
3327 E. Olive Ave.  
Spokane, WA 99202  
509.535.8500  
FAX: 509.535.8598  
sgilbertz@powercityelectric.com

**NOTES**

Item				Material	Labor
Size	Item Desc	Qty	UOM	Mat Ext	Lbr Ext
(LABOR ITEM)	HPS WALL MOUNT	4.00	EACH	60.00	7.0000
3/4"	GRC 90 ELBOW	16.00	EACH	86.76	6.4000
4-11/16 SQ BOX	2-1/8D 3/4 & 1 KO	3.00	EACH	15.66	1.3500
4-11/16	1D 2G PLASTER RING	3.00	EACH	9.00	0.4500
3/4"	GRC COUPLING	16.00	EACH	31.33	0.0000
3/4"	GRC	80.00	FEET	145.60	4.8000
20A	DX REC HUBBELL CR20I	6.00	EACH	9.45	1.8000
1"	EMT	30.00	FEET	34.50	1.6500
1/4"	#10-12X1-1/4 ANCHKIT	16.00	EACH	16.00	0.0160
	CADDY MSF SNAP ON	6.00	EACH	5.80	0.3000
4 SQ BOX	2-1/8D 1/2 & 3/4 KO	6.00	EACH	5.20	1.8000
3/4"	UNISTRUT STRAP	16.00	EACH	10.97	0.4800
4 SQ	5/8D 2G PLASTER RING	6.00	EACH	3.92	0.9000
	#12 GRD PIGTAIL	6.00	EACH	3.63	0.1200
	CADDY FAR SIDE SUPT	6.00	EACH	2.81	1.2000
#12-2/C	MC CABLE W/GRN GRD	60.00	FEET	28.20	2.1000
1"	EMT STEEL SS CONN	3.00	EACH	1.26	0.3600
1"	PLASTIC BUSHINGS	2.00	EACH	0.69	0.5000
1G	IVORY PLATE 1 DUPLEX	9.00	EACH	2.58	0.9000
3/4"	PVC SCH 40 UGRD	150.00	FEET	36.57	4.5000
3/4"	PVC ADPT/FEMALE	16.00	EACH	3.89	2.5600
1"	EMT 1 HOLE STRAP	6.00	EACH	1.26	0.2400
3/4"	LOCKNUT	32.00	EACH	6.20	0.9600
1/2"	EMT STEEL SS CONN	12.00	EACH	1.64	0.9600
12	THHN STR CU	700.00	FEET	75.61	4.9000
SMALL	WIRE TERM-LABOR ONLY	24.00	EACH	2.40	2.8800
	SCOTCHLOCKS-YELLOW	24.00	EACH	2.35	0.7200
3/4"	CUT/THREAD-LABOR	8.00	EACH	0.00	1.4400
1"	EMT FIELD BENDS	3.00	EACH	0.00	0.7500
Grand Totals				603.30	52.0360

## CHANGE ORDER #04

Date: 2/28/19 \_\_\_\_\_

To: Power City Electric  
Spokane, WA  
\_\_\_\_\_

Job Name: Pavilion

P.O. Number: \_\_\_\_\_

PC Job Number: 420820

### SCOPE OF CHANGE: RFP PAV-18

Add 12 each Cat 6 plenum cables (3 locations of 4 cables each). All pathway except j-hooks to be furnished by Power City Electric.

**TOTAL ADDITION** \$2,341.00.00

### ACCEPTED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Department

## CHANGE ORDER PROPOSAL (COP)

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JOB NAME Power City Electric-Pavilion

COP #	<u>                    </u>	Date	<u>2/28/2019</u>
RFI #	<u>                    </u>	PowerCom JOB #	<u>420820</u>
	<u>RFP-18</u>	PowerCom COP #	<u>                    </u>

### PROPOSAL DESCRIPTION: RFP PAV-18

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LABOR COST		\$ 1,349
MATERIAL COST		\$ 635
EQUIPMENT COST		\$ -
SUBTOTAL		<u>\$ 1,984</u>
PERMIT		\$ -
SUB TOTAL		<u>\$ 1,984</u>
OVERHEAD	12%	\$ 238
PROFIT	6%	\$ 119
SUB TOTAL		<u>\$ 2,341</u>
SUB CONTRACTORS QUOTE		\$ -
OVERHEAD/PROFIT	4%	\$ -
SUB TOTAL		<u>\$ -</u>
B & O TAX	0.0000%	\$ -
SELLING PRICE		<u>\$ 2,341</u>

- NOTE** 1) Proposal valid for acceptance within 30 days.  
2) Costs associated with the impact of multiple changes have not been included in this proposal. Those costs will be submitted separately once their magnitude has been determined.

**POWERCOM CHANGE ORDER COST PROPOSAL**

**Description:** Added Cables

<b>FA #</b>	<b>0</b>	<b>DATE</b>	<b>01/29/19</b>
<b>RFI #</b>	<b>0</b>	<b>PowerCom JOB #</b>	<b>420820</b>
		<b>PowerCom COP #</b>	

***DIRECT LABOR COSTS***

Technician labor (per attached)	<u>25</u>	Hours @	\$	45.18	1119
Safety 2.0% labor hours	0	Hours @	\$	45.18	22
Direct Supervision 15.0% labor hours	4	Hours @	\$	38.21	142
Field Engr	0	Hours @	\$	36.83	0
Cad Operator	0	Hours @	\$	22.50	0
Estimator	1	Hours @	\$	65.00	65
Clerical	0	Hours @	\$	22.25	0
Shift & Overtime premium					0
		<i>Total Direct Labor Cost</i>	\$		<b>1,349</b>

***Material Costs (per attached)***

Material (per attached)			\$	541
Storage 0.0% of material				0
Consumables 2.0% of craft labor				27
Small Tools 5.0% of craft labor				67
		<i>Total Material Cost</i>	\$	<b>635</b>

***Equipment Cost (per attached)***

	\$	-
	\$	-
<i>Total Equipment Cost</i>	\$	-
Total Sub Quotes		0

# Top Sheet

Job Name Power City Electric-Pavilion

Scope of Work: RFP-18

Description	Qty	Price	Per	Ext	Labor	Per	Ext
Cat6 Plenum	720	\$ 0.50	E	\$ 360.00	0.014	E	10.08
Cat 6 Jacks	12	\$ 6.10	E	\$ 73.20	0.3	E	3.60
Faceplates	3	\$ 8.35	E	\$ 25.05	0.1	E	0.30
Copper Testing	12		E	\$ -	0.5	E	6.00
Patch Panel Termination	12	\$ 6.88	E	\$ 82.56	0.2	E	2.40
Copper Labeling	12	\$ -	E	\$ -	0.2	E	2.40
	0	\$ -	E	\$ -	0	E	-
	0	\$ -	E	\$ -	0	E	-
	0	\$ -	E	\$ -	0	E	-
		\$ -	E	\$ -		E	-
		\$ -	E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
Document Review and Generation			E	\$ -		E	-
				\$ -			0
				\$ 540.81			
							24.78
							Labor Rate \$ 45.18
							Total Labor Cost \$ 1,119.44
							Total Material Cost \$ 540.81





MODERN DRYWALL, INC. E. 9516 First Ave., Spokane, WA 99206(509) 926-7554 Fax (509) 927-0439

# Project Changes Log

6/13/2019 - 3:49 PM

Project:		Riverfront Park Pavilion											
Log Items:													
No.	ARCH. Ref. No.	GC Ref. No.	MDI Ref. No.	Date Originated	DESCRIPTION	Date Responded (Priced)	Date Approved	Estimated Costs	Estimated Profit	Amount Quoted	Amount Paid	Amount Outstanding	C/O NO.
					Original Contract Amount:			\$ 405,500.00				\$ 405,500.00	
1	Revised Plans			11/15/18	Revised Plan Proposal Deduct from Contract Amount			\$ 25,500.00				\$ 25,500.00	
2	AWA#10759			09/28/18	Added Exterior Framing and Sheathing in Separate Area from Pavilion			\$ 1,231.30				\$ 1,231.30	
3	AWA#18062			02/14/19	Reframe Operable Wall and Door Alcoves (Submittal Discrepancies)			\$ 2,527.40				\$ 2,527.40	
4	AWA#18063			02/14/19	Furr Out South Wall in Break 115 with Hat Channel and Gypsum Board Finish			\$ 1,521.44				\$ 1,521.44	
5	AWA#18065			03/05/19	Remove Drywall Previously Installed, Reframe, Rehang, Refinish in the 74 Room 110 at Operable Wall.			\$ 1,077.14				\$ 1,077.14	
6	RFI#036			01/28/19	Remove Gypsum Board Previously Installed to Create Air Plenum per			\$ 1,170.00				\$ 1,170.00	
7	ASI#036			02/01/19	Revised Storage Room 101 per ASI#036			\$ 965.00				\$ 965.00	
8	RFP#18_1			07/24/18	Owner Walk Through-Raise and Angle Soffit at Reception			\$ 820.00				\$ 820.00	
9	RFP#18_2			07/24/18	Owner Walk Through-Added Furring, Gypsum Board, and Finishes Rooms 203 and 210			\$ 3,985.00				\$ 3,985.00	
10	Revised Plan			03/14/19	Revised Corridor 117 and 118 Ceilings			\$ 3,400.00				\$ 3,400.00	
11	AWA#18066			04/01/19	Rework Operable Wall and Door Alcove from Incorrect Installation			\$ 2,524.00				\$ 2,524.00	
12	AWA#18067			04/30/19	Added Furring, Gypsum Board, and Level 4 Finish at South Wall Stair 1			\$ 3,202.80				\$ 3,202.80	
13	Labor Credit			05/22/19	Soundscape Cloud Installation Labor Credit			\$ 3,600.00				\$ 3,600.00	
14	FRP Package			06/07/09	FRP Package at Kitchen			\$ 6,800.00				\$ 6,800.00	
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													
32													
Totals:								\$ 405,624.08				\$ 124.08	
Original Contract Amount:											\$ 405,500.00		
Contract Sum Including Approved Changes:											\$ 405,624.08		
Contract Including Outstanding Changes :											\$ 124.08		

## Mead, Lorraine

---

**From:** Jack Schneider <JSchneider@nacarchitecture.com>  
**Sent:** Thursday, June 27, 2019 10:35 AM  
**To:** Mead, Lorraine  
**Cc:** Rob Kuffel  
**Subject:** RE: RFP #18 CO

Hello Lorraine,

I have reviewed the electrical component of the CO and find it appropriate.

Thanks  
Jack

**Jack Schneider** PE, LC, LEED AP  
**NAC Engineering**

---

**From:** Mead, Lorraine <LorraineMead@hillintl.com>  
**Sent:** Monday, June 17, 2019 8:44 AM  
**To:** Jack Schneider <JSchneider@nacarchitecture.com>; Nathon O'Neel <NONeel@nacarchitecture.com>  
**Subject:** FW: RFP #18 CO

Team,

Can you review the electrical portion of this change? I attached RFP#18 so you could see the scope.

Thanks,  
Lorraine

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**From:** Scott Battaglia <[scottb@garco.com](mailto:scottb@garco.com)>  
**Sent:** Friday, June 14, 2019 8:32 AM  
**To:** Mead, Lorraine <[LorraineMead@hillintl.com](mailto:LorraineMead@hillintl.com)>  
**Cc:** Robert Decker <[robertd@garco.com](mailto:robertd@garco.com)>  
**Subject:** RFP #18 CO

Lorraine,

See attached for your review.

Thanks,

Scott Battaglia  
**Garco Construction**  
[scottb@garco.com](mailto:scottb@garco.com)  
509-370-8767



# RIVERFRONT PARK MODERIZATION

## Request for Proposal (RFP)

<b>Project Name:</b>	PAVILION	<b>RFP No:</b>	PAV 05
<b>Project No.</b>	SC6B0322000	<b>Date:</b>	5/14/18
<b>Owner:</b>	Spokane Parks & Recreation		
<b>Contractor:</b>	Garco Construction	<b>Architect/Eng:</b>	NAC/Berger/Jacobs

Please furnish your proposal for performing the changes outlined below and/or detailed on the attachments if applicable. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, and equipment. It should also include any schedule impact if applicable.

**Description:** Provide pricing for the following proposed changes that were part of the 90% CD review. Please provide a separate price for each items so that each can be evaluated and chosen separately.

- Add 4 more Utility Posts with water, for a total of 7 in the under the Cable Net Structure.
- Provide Design and Price to change the Pavilion Floor from Asphalt to Concrete.
- Provide Design and Price to allow 3 spot lights be placed on the Elevation Experience Platform for Events.
- Provide Design and Price to add the Ring Stairs back into the Project:
  - Lower Stairs
  - Upper Stairs
- Provide Design and Price to add a Dock Leveler with raised platform and ramp.
- Provide Design and Price to add another Exit on the east end of the ring.
- Omit Concrete Band in asphalt area west of the Administration Building.

**The Edging was also deleted by mistake and needed to be added back to the project.**

# Riverfront Park Pavilion



RFP# 5 - Add 1' x 8" Exposed Aggregate Concrete Band  
back into project scope

## Garco Construction, Inc.

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Delete 1'x8" Exposed Aggregate Concrete Band	1.0	LS				21,270	-	-	-	21,270	21,270
<b>SUB-TOTALS</b>								-	-	-	21,270	21,270
<b>ADD-ONS:</b>								15.00% (of Labor, Material & Equip.)				-
OH&P: on Garco (as subcontractor) self-performed work.								4.00% (of Subcontract)				851
OH&P: on Garco (as subcontractor) subcontracted work												
<b>SUB-TOTAL</b>											<b>22,121</b>	
Insurance								1.00% (of Subtotal)				221
Bond Premium								0.75% (of Subtotal)				166
<b>SUB-TOTAL</b>											<b>22,508</b>	
B & O Tax								0.47% (of Subtotal)				104
<b>TOTAL - POTENTIAL CHANGE ORDER</b>											<b>\$ 22,612</b>	
<b>AGREED UPON PRICE</b>											<b>\$ 18,000</b>	

### SPECIFIC EXCLUSIONS:

1. WSST,

per LM + CW  
6/24/19



[www.cameron-reilly.com](http://www.cameron-reilly.com)

309 N Park Rd, Spokane Valley, WA 99212  
509.466.5555 fax 509.468.3719  
WA LIC#: CAMERRL942NU  
ID LIC#: PWC-C-12153-AAA-4  
OR LIC#: 202351

## Quote

Date: 5/8/2018

Job Name: US Pavilioin Site Concrete - 90% Plans  
Garco

Item #	Description	Unit	Quantity	Price Per	Total
	1' Wide Exposed Aggregate Band - 1' x 8"	lf	806	\$26.39	\$21,270.34

\*This quote may be withdrawn if not accepted within 14 days\*

### Notes:

Price above includes the following mobilizations:

0.00

Additional mobilization:

Price excludes staking, testing, restoration, traffic control, cold weather protection, joint sealing and gravel. Subgrade for curb machine to be 5' wide at grade of trimmable material. Otherwise, subgrade on grade. Final quantities to be field measured. General or Owner to provide wash-out tubs if required.

# ITEM #3

RFP - Howard Street Promenade Project



Garco Construction, Inc.

Time/Material  
Mid Promenade Unforeseen Conditions

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
02001-00	Misc. Equipment/Fuel Charges	1.0	MO	-	-	68,879		-	-	68,879	-	68,879
02001-00	Action Materials (Import Material Needed) See attached invoices	1.0	LS	-	51,469			-	51,469	-	-	51,469
02001-00	Unforeseen Conditions- Labor	✓ 338.0	MH	54.48	-			18,415	-	-	-	18,415
02017-00	Sick Leave Allocation	✓ 338.0	MH	0.875				296	-	-	-	296
				-				-				-
SUB-TOTALS								18,711	51,469	68,879	-	139,059
ADD-ONS:								OH&P: on Garco (as subcontractor) self-performed work.				
								5.00% (of Labor, Material & Equip.)				6,953
								OH&P: on Garco (as subcontractor) subcontracted work				-
								4.00% (of Subcontract)				-
SUB-TOTAL												146,012
Insurance								1.00% (of Subtotal)				1,460
Bond Premium								0.75% (of Subtotal)				1,095
SUB-TOTAL												148,567
B & O Tax								0.47% (of Subtotal)				698
TOTAL - POTENTIAL CHANGE ORDER												\$ 149,265

## SPECIFIC EXCLUSIONS:

WSST, Mid Howard Street or Pavilion  
Unforeseen conditions

Report

Job:  
Phase:172100  
0200200Job Status:  
Phase Status:Active  
Active, Inactive, Complete

## GARCO CONSTRUCTION INC

## Job Cost History Report From Inception To 06/04/19

UnPosted?

Including P.O. Receipts and Payroll in Progress

Unit of

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Job: 172100 US PAVILION/PROMENADE							
Phase: 02002-00 MID HOWARD PROMENADE Cost Type: E Equipment							
07/30/18	AP	GMEHEA	GMEINER HEAVY HAUL LLC	Invoice 1460 dated 7/23/18			
07/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0828986 dated 7/27/18			
07/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0829086 dated 7/30/18			
08/31/18	EQ	DDR003	Drum Roller, 66 smooth "	Rate: 0.00			
08/31/18	EQ	DME002	Mini Excavator	Rate: 0.00			
08/31/18	EQ	DTH001	Trackhoe Excavator 225LC	Rate: 0.00			
08/31/18	EQ	DTH004	Trackhoe Excavator PC400LC-7	Rate: 0.00			6,324.71 ✓ Aug
08/31/18	EQ	DTR001	PETERBUILT TRACTOR	Rate: 0.00			
08/31/18	EQ	DWT002	Water Truck 740	Rate: 0.00			
08/31/18	EQ	GPG063	Gas Generator 6500 watt	Rate: 0.00			
08/31/18	AP	STAREN	STAR RENTALS	Invoice 303683C-13 dated 8/ 8/18			
08/31/18	AP	STAREN	STAR RENTALS	Invoice 311965B-13 dated 8/ 9/18			
08/31/18	AP	UNIREN	UNITED RENTALS, INC.	Invoice 157107691-006 dated 8/15/18			3,878.07 ✓ Aug
08/31/18	JC	EQ Use Tax	Use Tax on Aug. EQ rentals				693.93 ✓
08/28/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0829702 dated 8/ 6/18			
08/28/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0829940 dated 8/ 8/18			
08/30/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0829311 dated 8/ 1/18			
08/30/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0831358 dated 8/27/18			
08/30/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0831607 dated 8/29/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0301671 dated 8/31/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830177 dated 8/10/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830270 dated 8/13/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830465 dated 8/15/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830545 dated 8/15/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830715 dated 8/17/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830807 dated 8/21/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0831205 dated 8/23/18			
09/17/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0831912 dated 9/ 4/18			
09/17/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0832144 dated 9/ 6/18			
09/17/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0832338 dated 9/10/18			
09/30/18	AP	STAREN	STAR RENTALS	Invoice 283873G-13 dated 9/ 4/18			

Rock Hammer



09/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 303683D-13 dated 9/ 5/18		
09/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 311965C-13 dated 9/14/18		
09/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 327841A-13 dated 9/14/18		
09/30/18	AP <u>UNIREN</u>	UNITED RENTALS, INC.	Invoice 157107691-007 dated 9/12/18	Hammel	3,878.07 ✓ Sept
09/30/18	EQ DME002	Mini Excavator	Rate: 0.00		
09/30/18	EQ DTH001	Trackhoe Excavator 225LC	Rate: 0.00		
09/30/18	EQ DTH004	Trackhoe Excavator PC400LC-7	Rate: 0.00	partial \$550/mo	1,649.93 ✓
09/30/18	EQ DTR001	PETERBUILT TRACTOR	Rate: 0.00		
09/30/18	EQ DWT002	Water Truck 740	Rate: 0.00		
09/30/18	EQ GPG063	Gas Generator 6500 watt	Rate: 0.00		
09/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0301795 dated 9/19/18		
09/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0826896 dated 9/ 1/18		
09/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0832575 dated 9/12/18		
09/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0832796 dated 9/14/18		
09/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0832887 dated 9/17/18		
09/30/18	JC Sept EQ UT	Record use tax on equip rental			288.20 ✓
10/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 345382-13 dated 10/ 2/18		
10/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 303683E-13 dated 10/ 3/18		
10/30/18	AP <u>UNIREN</u>	UNITED RENTALS, INC.	Invoice 157107691-008 dated 10/10/18	Hammel	3,878.07 ✓ Oct
10/31/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 303683F-13 dated 10/31/18		
10/31/18	EQ DDT005	Dump Truck, Diesel, 12 yard	Rate: 0.00		3,881.25 ✓ Oct
10/31/18	EQ DLP013	LIGHT TOWER, DIESEL	Rate: 0.00		
10/31/18	EQ DME002	Mini Excavator	Rate: 0.00		
10/31/18	EQ DPG008	Generator, Diesel	Rate: 0.00		
10/31/18	EQ DTH001	Trackhoe Excavator 225LC	Rate: 0.00		
10/31/18	EQ DTH004	Trackhoe Excavator PC400LC-7	Rate: 0.00		6,324.71 ✓ Oct
10/31/18	EQ DTR001	PETERBUILT TRACTOR	Rate: 0.00		
10/31/18	EQ DWT002	Water Truck 740	Rate: 0.00		
10/31/18	EQ GAC021	Gas Air Compressor	Rate: 0.00		
10/31/18	EQ GPG063	Gas Generator 6500 watt	Rate: 0.00		
10/31/18	EQ RTS001	Robotic Total Station	Rate: 0.00		
10/31/18	EQ TRLD002	Trailer, Side Dump, 35' Tub	Rate: 0.00		
10/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0834755 dated 10/10/18		
10/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0834963 dated 10/12/18		
10/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0834998 dated 10/12/18		
10/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0836099 dated 10/26/18		
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0301905 dated 10/31/18		
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0835286 dated 10/17/18		1,034.30 ✓
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0835552 dated 10/19/18		
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0835584 dated 10/22/18		
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0835829 dated 10/24/18		1,116.77 ✓
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0836159 dated 10/29/18		702.39 ✓



10/31/18	JC Oct. EQ UT	Record Use Tax in Oct. EQ rent		887.04	✓
11/30/18	AP <u>ACMCPA</u>	ACME CONCRETE PAVING INC	Invoice 2018-203 dated 11/28/18	19,000.00	✓ 40%
11/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 348092-13 dated 11/ 5/18	2,121.60	✓
11/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 303683G-13 dated 11/28/18	2,067.20	✓
11/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 311965E-13 dated 11/ 1/18	179.52	✓
11/30/18	AP <u>UNIREN</u>	UNITED RENTALS, INC.	Invoice 157107691-009 dated 11/ 7/18	3,878.07	✓
11/30/18	EQ DLP013	LIGHT TOWER, DIESEL	Rate: 0.00	1,012.00	✓ Nov
11/30/18	EQ DPG008	Generator, Diesel	Rate: 0.00	371.25	✓ Nov
11/30/18	EQ GPU130	Dodge, 1/2T 4X4 Quadcab	Rate: 0.00	402.75	✓ 1/2 month
11/30/18	EQ RTS001	Robotic Total Station	Rate: 0.00	450.00	✓
11/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0836926 dated 11/ 7/18	455.83	✓
11/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0837488 dated 11/14/18	1,138.84	✓
12/31/18	EQ DLP017	LIGHT PLANT, DIESEL	Rate: 0.00	966.00	✓ Dec
01/31/19	EQ DFL024	Forklift, JLG, 10,000 lbs.	Rate: 0.00	2,299.43	✓ Jan

Loader 7/9 - 11/28  
\$ 50,048

Subtotal for Phase: 02002-00 MID HOWARD PROMENADE Cost Type: E Equipment

0.00

0.00

68,879.93

Phase: 02002-00 MID HOWARD PROMENADE Cost Type: M Material

07/30/18	AP <u>ACMCPA</u>	ACME CONCRETE PAVING INC	Invoice 2018-107 dated 7/26/18	2,896.25	✓
07/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46430 dated 7/16/18	65.00 LS	
07/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46686 dated 7/25/18	350.00 LS	
07/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46801 dated 7/26/18	175.00 LS	
07/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180727 dated 7/27/18		
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46841 dated 8/ 1/18	377.86 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46949 dated 8/ 1/18	101.44 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46984 dated 8/ 1/18	439.09 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47127 dated 8/ 6/18	450.73 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47171 dated 8/ 7/18	217.48 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47217 dated 8/ 8/18	102.99 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47261 dated 8/ 9/18	36.89 LS	
08/30/18	AP <u>GMEHEA</u>	GMEINER HEAVY HAUL LLC	Invoice 1478 dated 8/ 3/18		
08/30/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180801 dated 8/ 1/18		
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47455 dated 8/15/18	400.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47488 dated 8/16/18	248.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47615 dated 8/21/18	50.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47665 dated 8/22/18	220.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47708 dated 8/23/18	500.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47784 dated 8/24/18	200.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47825 dated 8/27/18	500.00 LS	
08/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180823 dated 8/23/18		
08/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180827 dated 8/27/18		
08/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180828 dated 8/28/18		

08/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180828 dated 8/28/18				
08/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180828 dated 8/28/18				
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48555 dated 9/18/18	250.00 LS			
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48619 dated 9/19/18	210.00 LS			
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48662 dated 9/20/18	240.00 LS			
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2135 dated 9/17/18		1,000.00		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2151 dated 9/18/18		2,531.25		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2170 dated 9/19/18		425.00		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2191 dated 9/20/18		600.00		✓
09/30/18	AP <u>ROLROC</u>	ROLLING ROCK EXCAVATING, INC.	Invoice 134 dated 9/28/18		1,264.80		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47584 dated 9/ 1/18	150.00 LS	1,575.10		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48199 dated 9/ 7/18	210.00 LS	2,120.30		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48273 dated 9/10/18	230.00 LS	2,339.80		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48310 dated 9/11/18	232.00 LS	2,327.90		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48473 dated 9/14/18	56.00 LS	565.90		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48512 dated 9/17/18	240.00 LS	2,417.20		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48586 dated 9/11/18	6.75 LS	911.25		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48768 dated 9/24/18	225.00 LS	2,250.00		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48818 dated 9/25/18	396.00 LS	3,529.64		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48818 dated 9/25/18		432.18		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48880 dated 9/26/18	47.00 LS	237.75		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48922 dated 9/27/18	62.00 LS	4,632.73		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2009 dated 9/ 5/18		1,600.00		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2021 dated 9/ 6/18		2,000.00		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2037 dated 9/ 7/18		400.00		✓
10/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 49086 dated 10/ 2/18	300.00 LS	3,322.60		✓
10/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 49299 dated 10/ 8/18	220.00 LS	2,204.16		✓
10/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 49362 dated 10/ 9/18	190.00 LS	1,976.80		✓
10/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 49952 dated 10/24/18 idk if you	79.29 LS	503.40		✓
10/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 49999 dated 10/25/18	330.00 LS	3,314.18		✓
10/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 50136 dated 10/29/18	50.00 LS	117.26		✓
11/27/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180904 dated 11/ 1/18		440.00		✓
11/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 50745 dated 11/14/18	330.00 LS	3,533.87		✓

Subtotal for Phase: 02002-00 MID HOWARD PROMENADE Cost Type: O Other

0.00 5,134.48 51,469.32

✓

## Report Selections:

Equipment ALL  
 Equipment type: ALL  
 Job: 172100  
 Phase: 0200200

Cost type: ALL  
 Status: ALL  
 Revenue type: Job and Rental  
 Status type: Active, Inactive

From transaction date: 08/01/18  
 To transaction date: 01/31/19  
 Cost Group : ALL

## GARCO CONSTRUCTION INC

### Equipment Revenue History Report

Transaction Date	Revenue Type	Rate Type	Usage Hours	Stand-By Hrs / Qty	Rate	Extension	Job / Description	Phase / Description	Cost Type
Equipment: DDR003 04 INGERSOLL RAND SD-77DX Drum Roller, 66 smooth "									
08/31/18	Job	Month		1.15	2,925.00	3,363.75	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.15		3,363.75			
Equipment: DDT005 99 KENWORTH T80 Dump Truck, Diesel, 12 yard									
10/31/18	Job	Month		1.15	3,375.00	3,881.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.15		3,881.25			
Equipment: DFL024 JLG G10-55A Forklift, JLG, 10,000 lbs.									
01/31/19	Job	Month		1.15	1,999.50	2,299.43	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.15		2,299.43			
Equipment: DGH002 THAWZALL 12HU Heater, Ground Thaw & Concrete									
01/31/19	Job	Month		0.60	5,850.00	3,510.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	0.60		3,510.00			
Equipment: DLP013 09 ALLMAND NL8 LIGHT TOWER, DIESEL									
10/31/18	Job	Day		1.00	77.00	77.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
11/30/18	Job	Month		1.10	920.00	1,012.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	2.10		1,089.00			
Equipment: DLP017 MAGNUM PRO MLT3060K LIGHT PLANT, DIESEL									
12/31/18	Job	Month		1.05	920.00	966.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.05		966.00			
Equipment: DME002 HITACHI Z50U Mini Excavator									
08/31/18	Job	Month		1.15	2,801.25	3,221.44	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	2,801.25	2,801.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E

**GARCO CONSTRUCTION INC**  
**Equipment Revenue History Report**

Transaction Date	Revenue Type	Rate Type	Usage Hours	Stand-By Hrs / Qty	Rate	Extension	Job / Description	Phase / Description	Cost Type
10/31/18	Job	Month		1.15	315.00	362.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.15		362.25			
Equipment: GCC006 TARGET PAC IV Concrete Saw									
09/30/18	Job	Month		0.60	438.75	263.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	0.60		263.25			
Equipment: GML006 SKYJACK SJ3220 Man(Scissor Lift) Elec, 20FT									
12/31/18	Job	Month		1.00	350.25	350.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
01/04/19	Job	Month		0.20	350.25	70.05	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.20		420.30			
Equipment: GML018 GENIE INDUSTRIES GS1930 Man(Scissor)Lift, Elec, 19FT									
01/31/19	Job	Month		1.00	350.25	350.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.00		350.25			
Equipment: GPG063 15 HONDA EB6500XAT Gas Generator 6500 watt									
08/31/18	Job	Month		1.15	337.50	388.13	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	337.50	337.50	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	337.50	388.13	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	3.30		1,113.76			
Equipment: GPU127 15 DODGE RAM 2500 Dodge, 3/4T 4X4 Crewcab									
10/31/18	Job	Month		1.15	824.50	948.18	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.15		948.18			
Equipment: GPU130 15 DODGE RAM 1500 Dodge, 1/2T 4X4 Quadcab									
09/30/18	Job	Week		2.00	268.50	537.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Week		2.50	268.50	671.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
11/30/18	Job	Week		1.50	268.50	402.75	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	6.00		1,611.00			
Equipment: GUV001 JOHN DEERE GATOR TS 4X2 Utility Vehicle, 4X2									

# GARCO CONSTRUCTION INC

## Equipment Revenue History Report

Transaction Date	Revenue Type	Rate Type	Usage Hours	Stand-By Hrs / Qty	Rate	Extension	Job / Description	Phase / Description	Cost Type
10/31/18	Job	Month		1.15	2,801.25	3,221.44	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	3.30		9,244.13			
Equipment: DPG008 GENERAC MAGNUM MMG25IF4 Generator, Diesel									
10/31/18	Job	Month		1.15	337.50	388.13	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
11/30/18	Job	Month		1.10	337.50	371.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	2.25		759.38			
Equipment: DTH001 06 JOHN DEERE 225LC Trackhoe Excavator 225LC									
08/31/18	Job	Month		1.15	4,800.00	5,520.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	4,800.00	4,800.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	4,800.00	5,520.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	3.30		15,840.00			
Equipment: DTH004 05 KOMATSU PC400LC Trackhoe Excavator PC400LC-7									
08/31/18	Job	Month		1.15	5,499.75	6,324.71	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		0.30	5,499.75	1,649.93	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	5,499.75	6,324.71	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	2.60		14,299.35			
Equipment: DTR001 96 PETERBILT 385 PETERBUILT TRACTOR									
08/31/18	Job	Month		0.25	1,350.00	337.50	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	1,350.00	1,350.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		0.50	1,350.00	675.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.75		2,362.50			
Equipment: DWT002 06 INTERNATIONAL STK 33.4751, 7400 Water Truck 740									
08/31/18	Job	Month		1.15	2,200.50	2,530.58	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	2,200.50	2,200.50	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	2,200.50	2,530.58	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	3.30		7,261.66			
Equipment: GAC021 Gas Air Compressor									

**GARCO CONSTRUCTION INC**  
**Equipment Revenue History Report**

Transaction Date	Revenue Type	Rate Type	Usage Hours	Stand-By Hrs / Qty	Rate	Extension	Job / Description	Phase / Description	Cost Type
08/31/18	Job	Month		1.15	249.75	287.21	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	249.75	249.75	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	249.75	287.21	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
<b>Equipment Total:</b>			<b>0.00</b>	<b>3.30</b>		<b>824.17</b>			
<b>Equipment: RTS001 SOKKIA SRX-5 Robotic Total Station</b>									
09/30/18	Job	Week		2.00	300.00	600.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Week		2.50	300.00	750.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
11/30/18	Job	Week		1.50	300.00	450.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
<b>Equipment Total:</b>			<b>0.00</b>	<b>6.00</b>		<b>1,800.00</b>			
<b>Equipment: SWP006 CE ATTACHMENT INC SWEEPER ATTACHMENT</b>									
08/31/18	Job	Month		1.15	750.00	862.50	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
<b>Equipment Total:</b>			<b>0.00</b>	<b>1.15</b>		<b>862.50</b>			
<b>Equipment: GPU150R 16 DODGE RAM 1500 Dodge 1/2T 4X4 Quadcab</b>									
08/31/18	Job	Month		1.15	824.51	948.19	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	824.51	824.51	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	824.51	948.19	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
<b>Equipment Total:</b>			<b>0.00</b>	<b>3.30</b>		<b>2,720.89</b>			
<b>Equipment: TRLD002 08 SDI TRI-AXLE Trailer, Side Dump, 35' Tub</b>									
08/31/18	Job	Month		0.25	499.50	124.88	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	499.50	499.50	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		0.50	499.50	249.75	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
<b>Equipment Total:</b>			<b>0.00</b>	<b>1.75</b>		<b>874.13</b>			
<b>Report Total:</b>			<b>0.00</b>	<b>53.60</b>		<b>77,027.13</b>			



Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS								
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL				
	Clearwater Summit adding Burberry Bushes to Existing Mounds for safety.	1.0	LS				2,974.90	-	-	-	2,975	2,975				
			LS					-	-	-	-	-				
			LS					-	-	-	-	-				
			LS					-	-	-	-	-				
			LS					-	-	-	-	-				
SUB-TOTALS								-	-	-	2,975	2,975				
ADD-ONS:												Mim				
								OH&P: on Garco (as subcontractor) self-performed work.				15.00% (of Labor, Material & Equip.)				-
								OH&P: on Garco (as subcontractor) subcontracted work				4.00% (of Subcontract)				119
								SUB-TOTAL				3,094				
Insurance								1.00% (of Subtotal)				31				
Bond Premium								0.75% (of Subtotal)				23				
								SUB-TOTAL				3,148				
B & O Tax								0.47% (of Subtotal)				15				
TOTAL - CHANGE ORDER REQUEST												\$ 3,163				

SPECIFIC EXCLUSIONS:

1. WSST

**6/4/2019****RE: Install plantings Atop Mounds**

Cut and remove sod, install 2 gallon barberry (18" o.c.) to create barrier at edge of turf and basalt slopes. Onsite meeting with Berry, Scott, Pete and myself was held to go over the layout and agreed that the irrigation for the barberries would come from the existing rotors that were installed. the rotors would be moved to the front of the barberries and opened up to overshoot the bed area. Basalt chip to be used for mulch in beds and shovel cut edge between turf and bed.

<b>Materials</b>	<b>QTY</b>	<b>Unit Measur</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Plants	140	EA	\$ 15.00	\$ 2,100.00
Basalt Chip 5/8"	1	CY	\$ 15.21	\$ 15.21
<b>Total Material Cost</b>				<b>\$2,115.21</b>

**Labor**

Working Foreman	1	Hrs	\$ 55.00	\$ 55.00
Landscape Labor	9	Hrs	\$ 45.00	\$ 405.00
<b>Total Labor Cost</b>				<b>\$ 460.00</b>

**Equipment**

Skid Steer	0.25	Hrs	\$ 46.63	\$ 11.66
Mini Excavator		Hrs	\$ 46.76	\$ -
Crew Truck		Days	\$ 120.00	\$ -
<b>Total Equipment Cost</b>				<b>\$ 11.66</b>

**Total Material, Labor & Equipment** **\$2,586.87**

**Subtotal** **\$2,586.87**  
Overhead & Profit - 15% **\$ 388.03**

**Total** **\$2,974.90**

**Project Manager**

Carlos Lima

Email: [Clima@clearwatersummitgroup.com](mailto:Clima@clearwatersummitgroup.com)

Cell: 208-818-4073





# **Hill International**

**6/28/19**

## **Mid-Promenade Safe Mounding**

Based on the subcontractor quote - we believe this represents a fair and reasonable cost for this work.

Lorraine Mead

## **CITY OF SPOKANE PARK BOARD**

### **RESOLUTION**

A Resolution from Spokane Parks and Recreation Board of Directors, requesting a second installment from the Spokane Investment Pool (SIP) in the amount of \$2,500,000 to upgrade four City golf course irrigation systems, and other on-course and off-course improvements over the next four years.

WHEREAS, Spokane Parks and Recreation owns and operates four municipal golf courses open to the public, and

WHEREAS, after several decades of continuous operation, each City course is in need of major capital improvements, and

WHEREAS, the quality of the golf experience is directly correlated to course conditions, and

WHEREAS, Golf is operated as a City Enterprise Fund and must recover 100% of all expenditures each year, and

WHEREAS, Green fees paid by each golf participant account for Golf Fund revenues, and

WHEREAS, the Park Board desires to improve the condition of each course and improve the opportunity for additional revenue sources through both golf and non-golf opportunities, and

WHEREAS, Parks and Recreation has established a golf facility impact fee, earmarked to repay the SIP loan over the next 15 years of debt service, and

WHEREAS, the Park Board approved a \$7,500,000 SIP loan, with the first installment issued in 2018 at the amount of \$2,500,000 with future loan draw requests coming in the form of an annual Resolution, with the flexibility to adjust the schedule of borrowing, within the total amount stated above, and

WHEREAS, construction will continue in the fall of 2019, commencing with the installation of new irrigation system at Esmeralda golf course, along with the design of a new irrigation system at either Downriver or Qualchan golf course, and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board request a second installment from the Spokane Investment Pool (SIP) in the amount of \$2,500,000, said loan to be repaid over a 15-year term, with facility impact fees attached to the green fees associated with each round of golf to provide revenue for debt service of the SIP loan.

IT IS FURTHER RESOLVED, the Park Board, by way of Resolution, will request future loan disbursements for golf course improvements, as needed, with the total loan not to exceed \$7,500,000.

Dated this \_\_\_\_ day of July 2019.

\_\_\_\_\_  
Park Board President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

02/12/18  
**AGENDA SHEET FOR PARK BOARD MEETING OF:** Feb. 8, 2018



Submitting Division  
Parks & Recreation

Contact Person  
Jason Conley

Phone No.  
625-6211

OPR 2018-0094

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

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

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

Beginning date: \_\_\_\_\_ Expiration date: \_\_\_\_\_ Open ended ☐

CLERKS' FILE \_\_\_\_\_  
RENEWAL \_\_\_\_\_  
CROSS REF \_\_\_\_\_  
ENG \_\_\_\_\_  
BID \_\_\_\_\_  
REQUISITION \_\_\_\_\_

**AGENDA WORDING:**

Approval of resolution requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000, said to be repaid over a 15-year term, with facility impact fees attached to the green fees associated with each round of golf, with the 2018 loan disbursement to be in the amount of \$2,500,000 with disbursements and debt services to be generally in conformance with Exhibit A.

**BACKGROUND:**

(Attach additional sheet if necessary)

Request for a (SIP) loan in the amount of \$7,500,000 to upgrade four City golf course irrigation systems and other on-course and off-course improvements.

**RECOMMENDATION:**

Approve the resolution seeking a (SIP) loan in the amount of \$7,500,000 with the 2018 loan disbursement in the amount of \$2,500,000.

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

Park Board Resolution and associated Exhibit.

**SIGNATURES:**

Requester - Jason Conley

Dept. Manager

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Qureshi

Legal Dept. - Pat Dalton

RECEIVED

**DISTRIBUTION:**

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant

Requester: \_\_\_\_\_

FEB 12 2018

CITY CLERK'S OFFICE

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

Feb. 8, 2018

**Fiscal Impact****Expenditure:**


**Revenue:**


**Budget Account**


☐

Existing vendor

☐

New vendor – If so, please include vendor packet

☐**Supporting documents:**☐

Quotes/Solicitation (RFP, RFQ, RFB)

☐

Contractor is on the City's A&amp;E Roster City of Spokane

☐

Spokane Business registration expiration date: \_\_\_\_\_

☐

W-9 (for new contractors/consultants/vendors) ACH Forms

☐

(for new contractors/consultants/vendors) Insurance

☐

Certificate (minimum \$1 million in General Liability)

**CITY OF SPOKANE PARK BOARD****RESOLUTION**

A Resolution from the Spokane Park Board, requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000 to upgrade four City golf course irrigation systems and other on-course and off-course improvements over the next five years.

WHEREAS, Spokane Parks and Recreation owns and operates four municipal golf courses open to the public, and

WHEREAS, after several decades of continuous operation, each City course is in need of major capital improvements, and

WHEREAS, the quality of the golf experience is directly correlated to course conditions, and

WHEREAS, Golf is operated as a City Enterprise Fund and must recover 100% of all expenditures each year, and

WHEREAS, Green fees paid by each golf participant account for Golf Fund revenues, and

WHEREAS, the Park Board desires to improve the condition of each course and improve the opportunity for additional revenue sources through both golf and non-golf opportunities, and

WHEREAS, Parks and Recreation has established a golf facility impact fee, earmarked to repay the SIP loan over the next 15 years of debt service, and

WHEREAS, the Park Board is requesting a \$7,500,000 SIP loan, with the first installment to be issued in 2018 at the amount of \$2,500,000 with future loan draw requests coming in the form of annual Resolution, with the flexibility to adjust the schedule of borrowing, within the total amount stated above, and

WHEREAS, construction will start in the fall of 2018, commencing with the installation of new irrigation system at Indian Canyon golf course, along with the design of a new irrigation system at Esmeralda golf course, and

WHEREAS, Parks and Recreation staff have agreed to confirm the compensation to be paid each affected golf professional prior start of any construction, to identify the source of funds for such compensation, and to have such compensation approved by the Park Board prior to commencement of any construction, and

WHEREAS, the Golf Fund is hiring a Golf Manager who will work with the Park Board to seek out additional revenue funding sources by jointly creating a golf strategic plan that will explore sponsorships, event marketing, golf, and non-golf revenue activities at each course, and

WHEREAS, the Park Board will commit to review all Golf Fund expenditures and determine if the Park Fund is incorrectly appropriating internal expenditures to the Golf Fund, and

WHEREAS, the Park Board will commit to review all Park Fund revenues and determine if the Park Fund is correctly appropriating the proper pro rata share of revenues to the Golf Fund, and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board request a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000, said loan to be repaid over a 15-year term, with facility impact fees attached to the green fees associated with each round of golf to provide revenue for debt service of the SIP loan, and with the 2018 loan disbursement to be in the amount of \$2,500,000, with disbursements and debt services to be generally in conformance with attached Exhibit A, as circumstances dictate, and

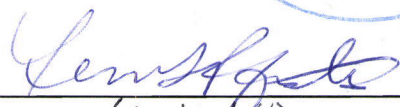
IT IS FURTHER RESOLVED, the Park Board, by way of Resolution, will request future loan disbursements for golf course improvements as needed, with the total loan not to exceed \$7,500,00, and


IT IS FURTHER RESOLVED, prior to commencement of any construction, Parks and Recreation staff shall confirm the compensation to be paid each affected golf professional and identify the source of funds for such compensation, and shall have such compensation approved by the Park Board.

Dated this 8<sup>th</sup> day of February 2018.

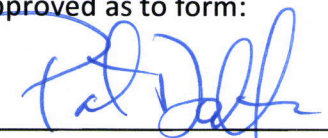


Attest:

  
\_\_\_\_\_  
City Clerk (02/12/18)

  
\_\_\_\_\_  
Park Board President

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney



Public Safety Capital

SIP Loan//	Annual	Semi-Annual	Rate Calc	2/5/2018	interpolated	add 75 bp's
Assumed Rate		3.60%	10 yr treasury	2.77%		
Periods	15	30	20 yr treasury	2.92%		
			15 yr treasury		2.85%	3.60%

Department Capital:

	2018	2019	2020	2021	Capital
Golf	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ -	\$ 7,500,000
Available Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Total to be Financed	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ -	\$ 7,500,000

Debt Service:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
2018 Borrowings	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ -	\$ -	\$ -
2019 Borrowings		\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ -	\$ -
2020 Borrowings			\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ -
2021 Borrowings				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\$ 217,082	\$ 434,163	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 434,163	\$ 217,082	\$ -
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# Rounds	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000
Cap Fac Fee	\$ 2.00	\$ 3.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Available Funding:	\$ 292,000	\$ 438,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000
Excess Available	\$ 74,918	\$ 3,837	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 295,837	\$ 512,918	\$ 730,000
Cumulative Excess		\$ 78,755	\$ 157,510	\$ 236,266	\$ 315,021	\$ 393,776	\$ 472,531	\$ 551,286	\$ 630,042	\$ 708,797	\$ 787,552	\$ 866,307	\$ 945,063	\$ 1,023,818	\$ 1,102,573	\$ 1,398,410	\$ 1,911,328	\$ 2,641,328