



Spokane Park Board Special Meeting Agenda

3:30 p.m. Dec. 19, 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. **Additions or deletions to the agenda:**
3. **Special Guests:**
 - A. City Administrator Theresa Sanders – *Garrett Jones*
 - B. [Spokane Parks Foundation Campaign Manager Carol Neupert](#) – *Fianna Dickson*
 - C. Remembering Marian Herzer/Hal McGlathery – *Garrett Jones*
4. **Consent agenda**
 - A. Administrative and committee-level items:
 - 1) [Nov. 14, 2019, regular Park Board meeting minutes](#)
 - 2) [Claims – November 2019 \(\\$2,373,032.80\)](#)
 - 3) [Engineering Remediation Resources Group change order #3/Dutch Jakes Park \(\\$127,061.25, tax inclusive\)](#)
 - 4) [Ditches Unlimited change order #2/Mirror Pond \(\\$27,609.85, tax inclusive\)](#)
 - 5) [2020-2022 Athletic tournament fees correction](#)
 - 6) [Recreation/community centers annual contracts \(\\$638,578, no tax\)](#)
 - 7) [Strata Engineering amendment #5/West Havermale Island material testing \(\\$22,581, no tax\)](#)
 - 8) [Berger Partnership amendment #16/West Havermale and north bank wayfinding and signage graphics \(\\$11,000, no tax\)](#)
 - 9) [Garco Construction change order #22/Pavilion and Promenade \(\\$7,988, plus tax\)](#)
 - 10) [PlayCreation/West Havermale playground equipment purchase \(\\$326,655.13, tax inclusive\)](#)
 - 11) [Heritage Links change order #2/Esmeralda Golf Course \(\\$39,666, tax inclusive\)](#)
 - 12) [Spokane Parks Foundation Memorandum of Understanding no-cost extension](#)

5. **Financial report and budget update:** *Mark Buening*
6. **Special action items:**
- A. [Riverfront Park budget amendment #9](#)
 - B. [LaRiviere Inc. construction contract/North bank \(\\$9,260,989, tax inclusive\)](#)
 - C. [Bacon Concrete construction contract/West Havermale \(\\$2,120,713, tax inclusive\)](#)
 - D. [Goric Marketing Group/West Havermale playground equipment purchase \(\\$50,524.16, freight and tax inclusive\)](#)
7. **Committee reports – action items:**
- Urban Forestry Tree Committee:** Dec. 3, 2019 – *Rick Chase*
- A. Action items: None
- Golf Committee:** Dec. 10, 2019 – *Gerry Sperling*
- A. Action items: None
- Land Committee:** Dec. 4, 2019 – *Jennifer Ogden*
- A. [AM Landshaper irrigation renovation contract/Manito Park \(\\$601,858.72, tax inclusive\)](#)
 - B. [Great Gorge Park concept](#)
 - C. [Spokane Public Facilities District land lease/SportsPlex](#)
- Recreation Committee:** Dec. 4, 2019 – *Sally Lodato*
- A. [Spokane Public Facilities District Joint Use Agreement/SportsPlex](#)
- Riverfront Park Committee:** Dec. 9, 2019 – *Ted McGregor*
- A. [Spokane Public Facilities District stormwater facilities general maintenance agreement/North bank](#)
- Finance Committee:** Dec. 10, 2019 – *Bob Anderson*
- A. Action items: None
8. **Reports**
- A. Park Board President: *Nick Sumner*
 - B. Liaisons:
 - 1. Conservation Futures Liaison – *Nick Sumner*
 - 2. Parks Foundation Liaison – *Ted McGregor*
 - 3. Council Liaison – *Mike Fagan*
 - C. Director: *Garrett Jones*
9. **Executive Session:**
- A. Litigation matters
10. **Correspondence:**
- A. Letters/emails: None
 - B. Newsletters: None

11. **Public Comments:**
12. **Adjournment:**
13. **Meeting Dates:**
 - A. Next Committee meeting dates:
 - Urban Forestry Committee: 4:15 p.m. Feb. 4, 2020, Woodland Center, Finch Arboretum
 - Land Committee: 4 p.m. Feb. 5, 2020, Woodland Center, Finch Arboretum
 - Recreation Committee: 5:15 p.m. Feb. 5, 2020, Woodland Center, Finch Arboretum
 - Riverfront Park Committee: 8:05 a.m. Feb. 10, 2020, Pavilion conference room, Riverfront Park
 - Golf Committee: 8 a.m. Feb. 11, 2020, Woodland Center, Finch Arboretum
 - Finance Committee: 3 p.m. Jan. 7, 2020, Pavilion conference room, Riverfront Park
 - B. Next Park Board: 3:30 p.m. Jan. 9, 2020, 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. 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.



CAMPAIGN REPORT FOR SPOKANE PARK BOARD

December 19, 2019

The attached dashboard shows the current status of the Campaign for Riverfront Spokane.

- Campaign is currently at 80% of the \$3M goal, having raised \$2,394,763 to date; leaving \$605,237 dollars left to raise
- Almost 100% participation with all the "Insider" groups; the goal for these groups was \$200K and the amount raised was \$549K
- In the Lead Gift Category we have exceeded the \$2.05M goal by \$100,000
- In the Major gift category we are short of the \$750K goal having raised \$138,362 so far

Also included with this report is the Gift and Pledge Overview showing donations made to date and the remaining pledge amounts. Besides the Campaign projects, the special recognition items are also included.

The contract for the Campaign Manager is ending; however, the Campaign activities will go on and continue to be managed by the Foundation staff – Terri Fortner, Executive Director and Yvonne Trudeau, Development/Campaign Assistant. My intention is to be available through Jan 20th, 2020. There are still donor proposals to complete. Hopefully these will be wrapped up by the end of the year. I estimate there is around \$500,000 in this pipeline. Following that, I will be available as a volunteer on the Ad Hoc Playground/Campaign Committee and generally available to consult with staff and Board.

There will be ongoing opportunities to support this campaign and the remaining campaign projects: an off-leash dog park, interpretive signage, second butterfly and tour train/people mover. Needless to say, there is still a lot of untapped potential out there and as long as there are potential donors and people willing to make connections with a prospect or an outright ask down, the major gift phase of the campaign will go on - at least through the end of 2020. Now that the park's renovation is so close to being complete and people are seeing what a remarkable transformation is taking place, they are more likely to be interested in making significant donations.

The Campaign Steering Committee has formally disbanded but many of the members have indicated they will continue to promote the campaign, connect with potential donors and hold events to showcase the renovation of Riverfront Park and the availability of philanthropic opportunities.

We have recently launched the final phase of the campaign that is focused on getting the general public involved and offering recognition for gifts of \$100 - \$5000. In this public phase we are reaching out to the community through brochures, newsletters, advertisements in print media and our social media outlets, Facebook, Twitter and Instagram. We are working with Berry Ellison and Jon Moog to create a portable display for the charms that can be strategically placed in the park displaying the butterfly and dog bone charms and signage to show what they are and how to acquire them. Our social media presence is strong and is focused mainly on the benches, pavers, charms and carousel horses. People who go to our website spokaneparksfoundation.org can see other recognition opportunities as well.

Looking back on the campaign thus far, here are some of my observations:

- It gave us the opportunity to strengthen the relationship of the Foundation with Spokane Parks and Rec, the Spokane Park Board and others within the City government
- Raised our visibility as a Foundation and gave us an opportunity to share our story and our impact over the 69 years we've been in existence
- Validated our capability to fund raise, only serving to raise the bar for future park projects throughout the County
- Demonstrated that the Foundation is a credible organization with a mission worth supporting
- Significantly increased our social media presence and 'followers'
- Significantly increased revenue to the foundation which funded the inclusive playground, the basketball court on the North Bank, and hopefully a dog park in the near future. The revenue from the Campaign for Riverfront Spokane will stay with the Foundation until utilized by Riverfront Park for enhancements and programming
- Understanding and appreciating the City's structure and processes for decision making

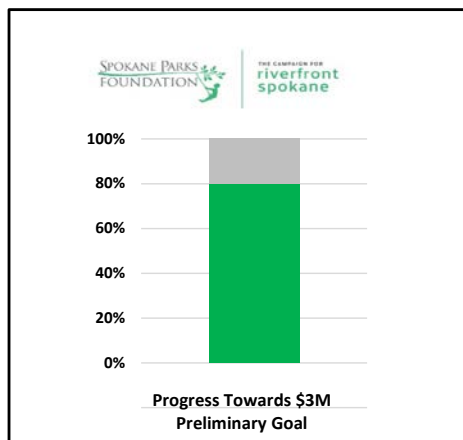
Spokane Parks Foundation is looking forward to continuing its work with the City on behalf of the beautiful parks throughout Spokane.

Submitted by Carol Neupert
Campaign Manager

Attachments: Campaign Dashboard
Gift & Pledge Overview

Summary of \$3M Campaign	
Campaign Goal	\$3,000,000
Pledged to Date	\$2,394,763
Balance to Raise	\$605,237
Percent Pledged	79.8%

Insiders Campaign	
Percent Participation	
Foundation Board/Staff	100%
Campaign Steering Comm	88%
Spokane Park Board	92%



Insiders Campaign	
Completed by 9/1/2018	
Benchmark Goal	\$200,000
Amount Raised	\$549,235

Lead Gifts	
Completed by 6/1/2019	
Benchmark Goal	\$2,050,000
Amount Raised	\$2,150,000

Major Gifts	
Completed by 6/1/2019	
Benchmark Goal	\$950,000
Balanced to be Raised	\$811,638

Summary of Gifts by Giving Level						Summary of Pipeline by Giving Level				
Gift Size	Gifts Needed	Category Total	% of Total	Gifts to Date	\$ Raised	Prospects Needed	Balance Remaining	<u>Solicitations Made</u>	Low Estimate from <u>Qualified</u> Prospects	High Estimate from <u>Qualified</u> Prospects
Lead Gifts			68%							
\$1,000,000	1	\$1,000,000		1	\$1,250,000	4	goal met		\$500,000	\$1,000,000
\$500,000	1	\$500,000		1	\$500,000	4	goal met		\$500,000	\$1,500,000
\$250,000	1	\$250,000		1	\$250,000	4	goal met		\$250,000	\$1,000,000
\$100,000	3	\$300,000		1	\$150,000	12	\$150,000		\$200,000	\$400,000
Major Gifts										
\$50,000	8	\$400,000	25%	0	\$0	24	\$400,000		\$200,000	\$500,000
\$25,000	10	\$250,000		0	\$0	30	\$250,000		\$150,000	\$500,000
\$10,000	10	\$100,000		9	\$138,362	30	goal met		\$50,000	\$150,000
Community Gifts										
\$5,000	15	\$75,000	7%	10	\$55,792	15	\$19,208		\$25,000	\$50,000
\$1,000	30	\$30,000		20	\$36,254	30	goal met		\$20,000	\$50,000
Up to \$999	Many	\$95,000		83	\$14,405	Many	\$80,595		\$50,000	\$100,000
TOTAL	100+	\$3,000,000	100%	126	\$2,394,763		\$605,237		\$1,945,000	\$5,250,000



THE CAMPAIGN FOR
**riverfront
spokane**

Campaign Gift and Pledge Overview 12.12.19

Riverfront Park Project or Fund	\$ Received to Date	Pledge Balance
Riverfront Park Havermale Playground	\$212,425.00	\$1,060,025.00
Riverfront Park Basketball Court		\$250,000.00
Riverfront Park Dog Park	\$6,655.00	
Riverfront Park Interpretive Signage		
Riverfront Park Butterflies	\$6,831.37	
Riverfront Park Tour Train	\$150,000.00	
Riverfront Park Future Fund	\$21,500.00	
Riverfront Park Campaign Unrestricted	\$189,110.00	\$352,782.41
Riverfront Park Benches	\$30,742.00	\$5,000.00
Riverfront Park Butterfly Fence Charms	\$830.00	
Riverfront Park Pavers	\$4,000.00	\$11,000.00
Riverfront Park Dog Bone Fence Charms	\$500.00	
Riverfront Park Carrousel Animals	\$35,000.00	
Riverfront Park Art	\$38,362.22	
Riverfront Park Promenade Fund	\$20,000.00	
TOTALS	\$715,955.59	\$1,678,807.41

Spokane Park Board

Briefing Paper



Committee			
Committee meeting date			
Requester	Pamela Clarke	Phone number: 625-6241	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	n/a		
Item title: (Use exact language noted on the agenda)	Nov. 14, 2019, regular Park Board meeting minutes		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: Park Board minutes for the Nov. 14, 2019, regular Park Board meeting			
Motion wording: Move to approve the Park Board minutes as presented as a consent agenda item.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ n/a			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



Spokane Park Board

3:30 p.m. Nov. 14, 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 – Interim Secretary
- X Ted McGregor
 - Rick Chase (Absent/excused)
- X Greta Gilman
 - Sally Lodato (Absent/excused)
- X Gerry Sperling
- X Jamie SiJohn
- X Bob Anderson
- X Barb Richey
- X Mike Fagan – City Council Liaison

Parks Staff:

Jason Conley
Fianna Dickson
Mark Buening
Al Vorderbrueggen
Jennifer Papich
Angel Spell
Jonathan Moog
Berry Ellison
Megan Qureshi
Mark Poirier
Pamela Clarke

Guests:

Jerry Unruh
Melissa Huggins
Carol Neupert
Yvonne Trudeau
Terri Fortner
Karen Mobley

MINUTES

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

1. **Roll Call:** *Pamela Clarke*
See above

2. **Additions or deletions to the agenda**
A. None

3. **Consent agenda**
A. **Administrative consent agenda items** – Nick Sumner presented the following administrative consent agenda items:

- 1) Oct. 10, 2019, regular Park Board meeting minutes – *Administrative*
- 2) Claims for the month of October 2019 (\$3,344,799.55) – *Administrative*
- 3) Bacon Concrete change order #1/Park Pathways (\$19,667.34, tax inclusive) – *Land Committee*
- 4) Garco Construction change order #21/Pavilion and Promenade (\$148,380, plus tax) – *Riverfront Park Committee*
- 5) Hill International amendment #9/Park-wide program and north bank construction management support (\$60,500, no tax) – *Riverfront Park Committee*
- 6) Desautel Hege Communications contract extension (\$147,000, no tax) – *Finance Committee*

Motion No. 1: Nick Sumner moved to approve Consent Agenda items #1 - #6, as presented.

Jennifer Ogden seconded.

Motion carried with unanimous consent (9-0 vote).

4. **Special Guests:**

A. Spokane Youth and Senior Centers' Association quarterly update – *Jerry Unruh*, Hillyard Senior Center executive director, presented a recap of the activities, fundraising accomplishments and participation hours for the third quarter of 2019 at Spokane's 10 youth, senior and community centers.

5. **Financial report and budget update:** – *Mark Buening* provided the October financial report and budget update. Parks Fund revenue is tracking at 126.99% of the projected budget. Parks Fund expenditures are tracking at 104.04% of the projected budget. The Golf Fund revenue is tracking at 111.79% of the projected budget. The Golf Fund expenditures are tracking at 96.38% of the projected budget. Of the \$68.06 million Riverfront Park Bond, \$53.77 million has been expended and \$3.59 million committed, leaving a \$10.7 million budget balance.

6. **Committee Reports:**

Urban Forestry Tree Committee: (The Nov. 5 meeting was canceled.) *Rick Chase*

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. Dec. 3, 2019, at the Woodland Center, Finch Arboretum.

Golf Committee: Nov. 12, 2019, *Gerry Sperling*

A. Action items: None

B. The next scheduled meeting is 8 a.m., Dec. 10, 2019, Finch Arboretum, Woodland Center.

Land Committee: Nov. 6, 2019, *Greta Gilman*

A. Release of private road easement/Palisades Park – *Al Vorderbrueggen* presented the proposed release of a private road adjacent to Palisades Park. Parks currently maintains a private road easement through property adjacent to Palisades Park owned by the estate of Celeste Gusman. In 2010, the Park Board approved an agreement that Parks would eventually vacate the easement when other access became available. Recently, another access became available so staff is requesting the release of this private road easement.

Motion No. 2: Greta Gilman moved to vacate the road easement, as presented.

Barb Richey seconded.

Motion carried with unanimous consent (9-0 vote).

B. The next scheduled meeting is 4 p.m. Dec. 4, 2019, Woodland Center, Finch Arboretum.

Recreation Committee: (The Nov. 6 meeting was canceled.) *Sally Lodato*

A. Action Item: None

B. The next scheduled meeting is 5:15 p.m. Dec. 4, 2019, Woodland Center, Finch Arboretum.

Riverfront Park Committee: Nov. 11, 2019, *Jennifer Ogden*

A. Höweler + Yoon Architects consultant contract/Stepwell art sculpture (\$390,000, tax inclusive) – *Berry Ellison* presented the proposed Höweler + Yoon Architects consultant contract which is Phase 3 of the Lead Artist project at Riverfront Park. Initially, the proposal

was to include engineering, fabrication, delivery and installation of the Stepwell, as well as the contingency, tax, and insurance, in amount of \$440,000. Just prior to this Park Board meeting, Artist Meejin Yoon, who designed the art piece, requested the proposal be reduced to \$390,000 with the \$50,000 difference to be designated for the constructor to erect the artwork near the Bill Fearn Conservation Area on West Havermale Island. Spokane Arts Executive Director *Melissa Huggins* provided a brief report regarding the description and design of the artwork. The Stepwell is constructed of laminated layers of solid Alaskan yellow cedar, beams and a concealed steel structure anchored to concrete footings and piles. She explained the art piece does not have to be sealed as it naturally ages from its initial yellow tone to a silvery gray. If Parks chooses to seal it, the cost is estimated at \$6,000 per sealant treatment and could be sealed every four to five years.

Motion No. 3: Jennifer Ogden moved to approve the Höweler + Yoon Architects consultant contract, as presented, for the fabrication of the Stepwell art sculpture in the amount of \$390,000, tax inclusive.

Greta Gilman seconded.

Motion carried with unanimous consent (9-0 vote).

B. Spokane Arts consulting contract/Riverfront Park signature art piece (\$100,000, tax inclusive) – *Berry Ellison* presented the Spokane Arts consulting contract relating to the Riverfront Park signature art piece in the amount of \$100,000, tax inclusive. The proposal involves commissioning Spokane Arts to manage and administer a new art piece at Riverfront Park. The Joint Arts and Riverfront Park committees, recommend the call to artists be issued specifically to artists in the Inland Northwest and the scope of work should include an art marker.

Motion No. 4: Jennifer Ogden moved to approve the consulting contract to commission Spokane Arts to manage and administer the new art project in Riverfront Park in the amount of \$100,000 with a scope of work to include an art marker and the Call to Artists be specifically to artists in the Inland Northwest.

Jamie SiJohn seconded.

Motion carried with unanimous consent (9-0 vote).

C. Riverfront Park revenue stabilization resolution (\$200,000, no tax) – *Jonathan Moog* presented the Riverfront Park revenue stabilization resolution. Mr. Moog outlined the contributing factors for this year's \$590,000 shortfall, including the delayed opening of the Pavilion preventing significant revenue generation, non-bond supported FFE purchases, and the move of the Maintenance and Operations facility in anticipation of construction. Revenue from attractions and catering, which exceeded budget projections, helped reduce the shortfall to about \$200,000.

Motion No. 5: Jennifer Ogden moved to approve the Riverfront Park revenue stabilization resolution in the amount of \$200,000, no tax.

Gerry Sperling seconded.

The motion passed with unanimous consent (9-0 vote).

D. The next regularly scheduled meeting is at 8:05 a.m. Dec. 9, 2019, in the Pavilion conference room, Riverfront Park.

Finance Committee: Nov. 12, 2019, *Bob Anderson*

A. Spokane Parks Foundation Memorandum of Understanding/Riverfront Park all-inclusive playground funding plan – *Jason Conley* presented the proposed memorandum of understanding with the Spokane Parks Foundation which outlines the funding agreement for a \$900,000 Spokane Investment Pool (SIP) loan to fund the construction of a \$1.3 million, all-inclusive playground in Riverfront Park. Mr. Conley introduced special guest and foundation executive director *Terri Fortner*. In 2017, Parks partnered with the Parks Foundation to raise monies, through private donations, to be used to fund the completion of the Riverfront Park Master Plan. This year, the foundation secured a \$1.3 million donation from Providence Health Care to fully fund an inclusive playground in Riverfront Park. The donor has committed 20% of the project funds per year, for a five-year period. To leverage bond construction in this quadrant of the park, along with mitigating future construction cost escalation, Parks is seeking SIP funds to construct the playground in 2020 which is before the donation funds are available. The donation funds would then be used to repay the SIP loan. Mr. Conley explained a SIP loan may only be granted to a city department. The foundation agreed to contribute \$400,000 as a down payment to the total project cost. Of the \$1.3 million, approximately \$250,000 will be set aside as contingency as a safe guard against any unknown factors.

Motion No. 6: Bob Anderson moved to adopt the Memorandum of Understanding with Spokane Parks Foundation which outlines the funding agreement to construct an all-inclusive playground on Havermale Island in Riverfront Park.

Barb Richey seconded

Motion carried with unanimous consent (9-0 vote).

B. SIP loan resolution/Riverfront Park all-inclusive playground construction (not to exceed \$900,000) – *Jason Conley* presented the proposed Spokane Investment Pool (SIP) loan resolution outlining the funding mechanism to construct an all-inclusive playground on Havermale Island in Riverfront Park. The proposed resolution requests a SIP loan in the amount of \$900,000 to cover costs to construct the Shane's Inspiration Inclusive Playground. Recently, the foundation secured a \$1.3 million donation, to be dispersed over a five-year period, from Providence Health Care. Since the donation funds are disbursed to the foundation over a five-year period, the necessary funds will not be available in time to begin construction and complete the project in 2020. Delaying construction in this area would increase costs and completion of the playground would not align with the completion of adjacent bond-funded projects. These donation funds, received by the foundation, will be used to cover the SIP loan which will be taken out by Parks. The resolution states the foundation will make a \$400,000 down payment to Parks next month towards the playground project and will make biannual payments to Parks to cover the cost of the loan. The first draw from the \$900,000 loan will be \$650,000. The exact amount on the loan may not be determined until the loan closes. The estimated amount is \$900,000. Construction is scheduled to begin in the spring.

Motion No. 7: Bob Anderson moved to adopt the SIP loan resolution, not to exceed \$900,000, to fund the construction of an all-inclusive playground on Havermale Island in Riverfront Park.

Jennifer Ogden seconded

Motion carried with unanimous consent (9-0 vote).

C. The next regularly scheduled meeting is a joint meeting with the Executive Team at 3 p.m.

Dec. 10, 2019, Conference Room 5A, 5th floor City Hall.

8. **Reports:**

Park Board President: *Nick Sumner*

1. Nick Sumner reported he recently met with the mayor elect. He said they had a very good conversation regarding Parks and Recreation and he looks forward to a continued positive relationship with the mayor's office.

Liaisons:

1. Conservation Futures Liaison – *No report was given.*
2. Parks Foundation Liaison – *Ted McGregor* expanded on the progress of the all-inclusive playground project in Riverfront Park. Through creative thinking and a strong partnership, this huge community project is on-course for completion in 2020.
3. Council Liaison – *No report was given.*

Director: *Garrett Jones*

1. Garrett Jones announced Amy Lindsey was recently awarded the Employee of the Quarter for the City of Spokane. He reported Spokane is scheduled to host the 2021 Washington Recreation and Park Association annual conference, and the event will be co-chaired by Carissa Ware and Josh Oakes. Mr. Jones gave a shout out to Al Vorderbrueggen and his team for their hard work relating to the Higgins Point Overlook Project in Kendall Yards. The city unveiled the overlook in the West Central Neighborhood Oct. 17 in honor of the former, long-time director of West Central Community Center. Last month, the Spokane Tribal flag was raised on snx^w mene[?], an island in Riverfront Park. Mr. Jones believes this tribute to the tribe is a reflection of a strong and growing relationship with the Spokane Tribe.

9. **Executive Session:**

A. None

10. **Correspondence:**

A. Letters/emails: None

B. Newsletters: Hillyard Senior Center

11. **Public Comments:** None

12. **Adjournment:** The meeting was adjourned at 4:43 p.m.

13. **Meeting Dates:**

A. Next Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. Dec. 3, 2019, Woodland Center, Finch Arboretum

Land Committee: 4 p.m. Dec. 4, 2019, Woodland Center, Finch Arboretum

Recreation Committee: 5:15 p.m. Dec. 4, 2019, Woodland Center, Finch Arboretum

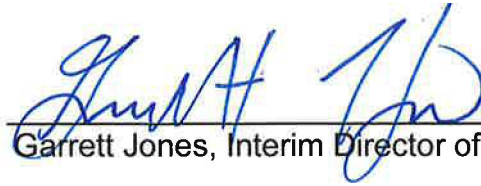
Riverfront Park Committee: 8:05 a.m. Dec. 9, 2019, Pavilion conference room, Riverfront Park

Golf Committee: 8 a.m. Dec. 10, 2019, Woodland Center, Finch Arboretum

Finance Committee and Executive Team: 3 p.m. Dec. 10, 2019, 5A conference room, 5th floor City Hall

- B. Next regular Park Board meeting: 3:30 p.m. Dec. 12, 2019, City Council Chambers
- C. Next special Park Board meeting: 4 p.m. Dec. 19, 2019, Conference room 5A, 5th floor City Hall
- D. Park Board Study Session: No session scheduled at this time.

Minutes approved by:



Garrett Jones, Interim Director of Parks and Recreation

Spokane Park Board

Briefing Paper



Committee			
Committee meeting date			
Requester	Pamela Clarke	Phone number: 625-6241	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	n/a		
Item title: (Use exact language noted on the agenda)	Claims – November 2019		
Begin/end dates	Begins: 10/01/2019	Ends: 10/31/2019	<input type="checkbox"/> Open ended
Background/history: Claims for the month of November 2019 in the amount of \$2,373,032.80.			
Motion wording: Move to approve claims for the month of November 2019 as a consent agenda item.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: n/a Budget code: _____			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

**CITY OF SPOKANE PARK AND RECREATION DIVISION
NOVEMBER 2019 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - DECEMBER 19, 2019**

PARKS & RECREATION:

SALARIES & WAGES	\$	828,823.58
MAINTENANCE & OPERATIONS	\$	641,939.64
CAPITAL OUTLAY	\$	87,501.20
PARK CUMULATIVE RESERVE FUND	\$	136,202.80

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	474,348.90
----------------	----	------------

GOLF:

SALARIES & WAGES	\$	115,596.80
MAINTENANCE & OPERATIONS	\$	88,619.88
CAPITAL OUTLAY	\$	-

TOTAL EXPENDITURES:	\$	<u>2,373,032.80</u>
---------------------	----	---------------------

Spokane Park Board

Briefing Paper



Committee	Land Committee								
Committee meeting date	Dec. 4, 2019								
Requester	Nick Hamad								
Requester phone number	509.363.5452								
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action								
Type of contract	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other								
City Clerks file (OPR or policy #)	OPR 2019-0418								
Item title: (Use exact language on the agenda)	ERRG change order #3/ Dutch Jakes Park (\$127,061.25, tax inclusive)								
Begin/end dates	Begins: Dec. 19, 2019 Ends: June 1, 2020 <input type="checkbox"/> Open ended								
Impact if not approved at this time	Delay to construction completion								
Background/history: Dutch Jakes Park change order #3 changes the contractor's scope of work to remove additional soil from the lawn area within the park to improve visibility and park safety, modify the playground to provide temporary wood fall protection surfacing to enable a fall 2019 park opening to the public, and provide several additions to park appurtenances, including painting of the play equipment, the addition of (1) ADA curb ramp, new crosswalk striping on Broadway Avenue and additional irrigation where omitted from bid plans. Soil removal and regrading and playground temporary surfacing changes will be invoiced on a time and materials basis, not to exceed the amounts listed on the change order.									
Recommendation/motion wording: Recommend approval of change order #3 with Engineering Remediation Resources Group for work on the Dutch Jakes Park project in the amount of \$127,061.25, tax inclusive.									
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: <u>ERRG</u> Email address: <u>ryan.bormann@errg.com</u> Phone: <u>1.858.349.1502</u>									
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: <u>Nick Hamad</u> Grant Management Department/Name: _____		<u>Thea Prince</u> <u>ryan.bormann@errg.com</u> _____ _____							
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$127,061.25 Budget code: 1400 30210 94000 56501									
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <table border="0"> <tr> <td><input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)</td> <td><input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors)</td> </tr> <tr> <td><input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane</td> <td><input checked="" type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)</td> </tr> <tr> <td><input checked="" type="checkbox"/> Business license expiration date: 602-556-027; exp: 12/31/2019</td> <td><input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)</td> </tr> </table>				<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors)	<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input checked="" type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	<input checked="" type="checkbox"/> Business license expiration date: 602-556-027; exp: 12/31/2019	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors)								
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input checked="" type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)								
<input checked="" type="checkbox"/> Business license expiration date: 602-556-027; exp: 12/31/2019	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)								

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 3**

NAME OF CONTRACTOR: Engineering Remediation Resources Group

PROJECT TITLE: Dutch Jake's Park Renovation

CITY CLERK CONTRACT NUMBER: OPR2019-0418

<u>DESCRIPTION OF CHANGE:</u>	<u>AMOUNT:</u>
Item 1: Berm Removal & lawn regrading (billed T&M NTE)	\$35,677.00
Item 2: Playground temporary wood safety surfacing (billed T&M NTE)	\$65,282.00
Item 3: Added Park Appurtenances (paint, curb ramp, re-striping, irrigation)	\$15,718.00

TOTAL AMOUNT: \$116,677.00

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$339,536.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 83,280.00
CURRENT CONTRACT AMOUNT	\$422,816.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$116,677.00
REVISED CONTRACT SUM	\$539,493.00

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	01/31/2020
CURRENT COMPLETION DATE	01/31/2020
REVISED COMPLETION DATE	06/01/2020

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

Approved as to form: _____ Assistant City Attorney

CHANGE ORDER FORM ITEM 1

Engineering Remediation/Resources Group Inc				Change Order Proposal				4		Date		11/1/19	
Name of Project:				Dutch Jakes Park Renovation									
ITEM	DESCRIPTION	QUANT	U/M	UNIT PRICE				LABOR	MATERIAL	EQUIP	SUBS	TOTAL	
				Labor	Matl	Equip	Subs						
1	P.M. Hours for C.O. Preparation	8	HR	\$59.30	\$0.00	\$0.00	\$0.00	\$474.40	\$0.00	\$0.00	\$0.00	\$474.40	
2	Onsite Supervision for Finish Grade Layout	24	HR	\$59.30	\$0.00	\$0.00	\$0.00	\$1,423.20	\$0.00	\$0.00	\$0.00	\$1,423.20	
3	Berm Removal & Re-Grade of Area	1	LS	\$8,342.80	\$0.00	\$4,516.90	\$8,437.50	\$8,342.80	\$0.00	\$4,516.90	\$8,437.50	\$21,297.20	
4	Irrigation Changes	1	LS	\$1,092.80	\$547.50	\$1,443.90	\$0.00	\$1,092.80	\$547.50	\$1,443.90	\$0.00	\$3,084.20	
5													
6													
7													
8													
SUBTOTAL								\$11,333.20	\$547.50	\$5,960.80	\$8,437.50	\$26,279.00	
A & E Design				0.00%	NA							\$0.00	
Sales Tax				8.90%				\$1,008.65	\$48.73	\$530.51	\$750.94	\$2,338.83	
Overhead and Fee - Labor				29.00				\$3,286.63				\$3,286.63	
Overhead and Fee - E uiment, aterials, Subs				15.00					\$82.13	\$894.12	\$1,265.63	\$2,241.87	
SUBTOTAL												\$34,146	
B O Taxes				0.484								\$165.27	
Bond Insurance				4.00								\$1,365.85	
TOTAL COST PROPOSAL												\$35,677	
Change Order Proposal For: Removing berm and re-grading sod area where berm was located per ASI Memo dated 10/29/19. Includes removal and installation of irrigation, haul and disposal of unsuitable material.													
Please add 15 working days for this change.													
Prepared By:		Ryan Bormann					Approved By:						

CHANGE ORDER FORM ITEM 2

Engineering Remediation/Resources Group Inc				Change Order Proposal				5		Date 11/9/19		
Name of Project:				Dutch Jakes Park Renovation								
ITEM	DESCRIPTION	QUANT	U/M	UNIT PRICE				LABOR	MATERIAL	EQUIP	SUBS	TOTAL
				Labor	Matl	Equip	Subs					
	<u>Mulch Installation</u>											
1	P.M. Hours for C.O. Preparation	8	HR	\$59.30	\$0.00	\$0.00	\$0.00	\$474.40	\$0.00	\$0.00	\$0.00	\$474.40
2	Onsite Supervision	24	HR	\$59.30	\$0.00	\$0.00	\$0.00	\$1,423.20	\$0.00	\$0.00	\$0.00	\$1,423.20
3	Excavate Playground Area for Mulch Install	1	LS	\$5,464.00	\$10,339.50	\$3,162.50	\$0.00	\$5,464.00	\$10,339.50	\$3,162.50	\$0.00	\$18,966.00
4	T&D Rock @ playground	1	LS	\$1,696.80	\$0.00	\$3,148.15	\$1,724.35	\$1,696.80	\$0.00	\$3,148.15	\$1,724.35	\$6,569.30
	<u>Mulch Removal (Spring)</u>											
5	Remobilization/Travel	1	LS	\$0.00	\$0.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	\$6,500.00
6	Onsite Supervision	24	HR	\$59.30	\$0.00	\$0.00	\$0.00	\$1,423.20	\$0.00	\$0.00	\$0.00	\$1,423.20
7	Remove Mulch	1	LS	\$2,502.84	\$0.00	\$2,553.20	\$4,127.55	\$2,502.84	\$0.00	\$2,553.20	\$2,240.00	\$7,296.04
8	Install New Base Rock	1	LS	\$2,502.84	\$969.90	\$2,553.20	\$0.00	\$2,502.84	\$969.90	\$2,553.20	\$0.00	\$6,025.94
	SUBTOTAL							\$15,487.28	\$11,309.40	\$11,417.05	\$10,464.35	\$48,678.08
	A & E Design			0.00%	NA							\$0.00
	Sales Tax			8.90%				\$1,378.37	\$1,006.54	\$1,016.12	\$931.33	\$4,332.35
	Overhead and Fee - Labor			29.00				\$4,491.31				\$4,491.31
	Overhead and Fee - E uiment, aterials, Subs			15.00					\$1,696.41	\$1,712.56	\$1,569.65	\$4,978.62
	SUBTOTAL											\$62,480
	B O Taxes			0.484								\$302.40
	Bond Insurance			4.00								\$2,499.21
	TOTAL COST PROPOSAL											\$65,282
<p>Change Order Proposal For: Installation of 9" temporary Engineered Wood Fiber due to insufficient weather to install spec'd playground surfacing. Delay caused by shipping delays in owner-provided play ground equipment. CO Pricing includes Removal of Engineered Wood Fiber and re-prep for playground surfacing in the Spring.</p> <p>Please add 15 working days for this change and note that contract time will need to be suspended over the winter until temps allow for playground surfacing installation in the Spring. Final surfacing date to be determined by subcontractor schedule/availability.</p>												
Prepared By:		Ryan Bormann		Approved By:								

CHANGE ORDER FORM ITEM 3

Engineering Remediation/Resources Group Inc				Change Order Proposal				6		Date: 11/14/19		
Name of Project:				Dutch Jakes Park Renovation								
ITEM	DESCRIPTION	QUANT	U/M	UNIT PRICE				LABOR	MATERIAL	EQUIP	SUBS	TOTAL
				Labor	Matl	Equip	Subs					
1	P.M. Hours for C.O. Preparation	8	HR	\$59.30	\$0.00	\$0.00	\$0.00	\$474.40	\$0.00	\$0.00	\$0.00	\$474.40
2	Onsite Supervision	24	HR	\$59.30	\$0.00	\$0.00	\$0.00	\$1,423.20	\$0.00	\$0.00	\$0.00	\$1,423.20
3	ADA Ramp	1	LS	\$0.00	\$0.00	\$0.00	\$2,450.00	\$0.00	\$0.00	\$0.00	\$2,450.00	\$2,450.00
4	Curb @ Utility Pedestals	1	LS	\$0.00	\$0.00	\$0.00	\$810.00	\$0.00	\$0.00	\$0.00	\$810.00	\$810.00
5	Irrigation Addition not shown on plans	1	LS	\$470.00	\$200.00	\$200.00	\$0.00	\$470.00	\$200.00	\$200.00	\$0.00	\$870.00
6	Restripe Crosswalk w/ traffic control	1	LS	\$940.00	\$0.00	\$0.00	\$1,500.00	\$940.00	\$0.00	\$0.00	\$1,500.00	\$2,440.00
7	Paint Basketball Hoop Pole and Playground Net Structure	1	LS	\$0.00	\$0.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$0.00	\$3,300.00	\$3,300.00
8				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL								\$3,307.60	\$200.00	\$200.00	\$8,060.00	\$11,767.60
A & E Design				0.00%	NA							\$0.00
Sales Tax				8.90%				\$294.38	\$17.80	\$17.80	\$717.34	\$1,047.32
Overhead and Fee - Labor				29.00%				\$959.20				\$959.20
Overhead and Fee - Equipment, Materials, Subs				15.00%					\$30.00	\$30.00	\$1,209.00	\$1,269.00
SUBTOTAL												\$15,043
B & O Taxes				0.484%								\$72.81
Bond & Insurance				4.00%								\$601.72
TOTAL COST PROPOSAL												\$15,718
<p>Change Order Proposal For: Misc Minor Change Items completed at Dutch Jakes Park per direction of the City of Spokane</p> <p>Please add 5 working days for this change.</p>												
Prepared By:				Ryan Bormann				Approved By:				

Five Star Concrete Inc.
4307 S Fossean Rd
Spokane WA 99224



Estimate

Date	Estimate #
9/17/2019	4963

Name / Address
Engineering Remediation Group 3915 E. Francis Ave. Unit B1 Spokane Wa. 99217

Description	Units	Qty	Cost	Total
Dutch Jakes Park - ADA Ramp Change Order Construct new 4" ADA ramp (includes removal and replacement of curb, gravel placement/compaction as needed, truncated dome, concrete labor and material) Excludes cold weather placement/compaction. General to provide adequate survey, staking/layout, testing and traffic control.	LS	1	2,450.00	2,450.00
Thank you for the opportunity!			Subtotal	\$2,450.00
			Sales Tax ()	\$0.00
			Total	\$2,450.00

Signature _____

Phone #	Fax #	E-mail
509-226-1189	509-226-1159	barb@5starconcrete.com

INVOICE

Tom Rogers Painting

4804 N. Sunnyvale Dr., Spokane Valley, WA 99216

(509)209-6877 tomrogerspaint@gmail.com

Licensed, Bonded & Insured

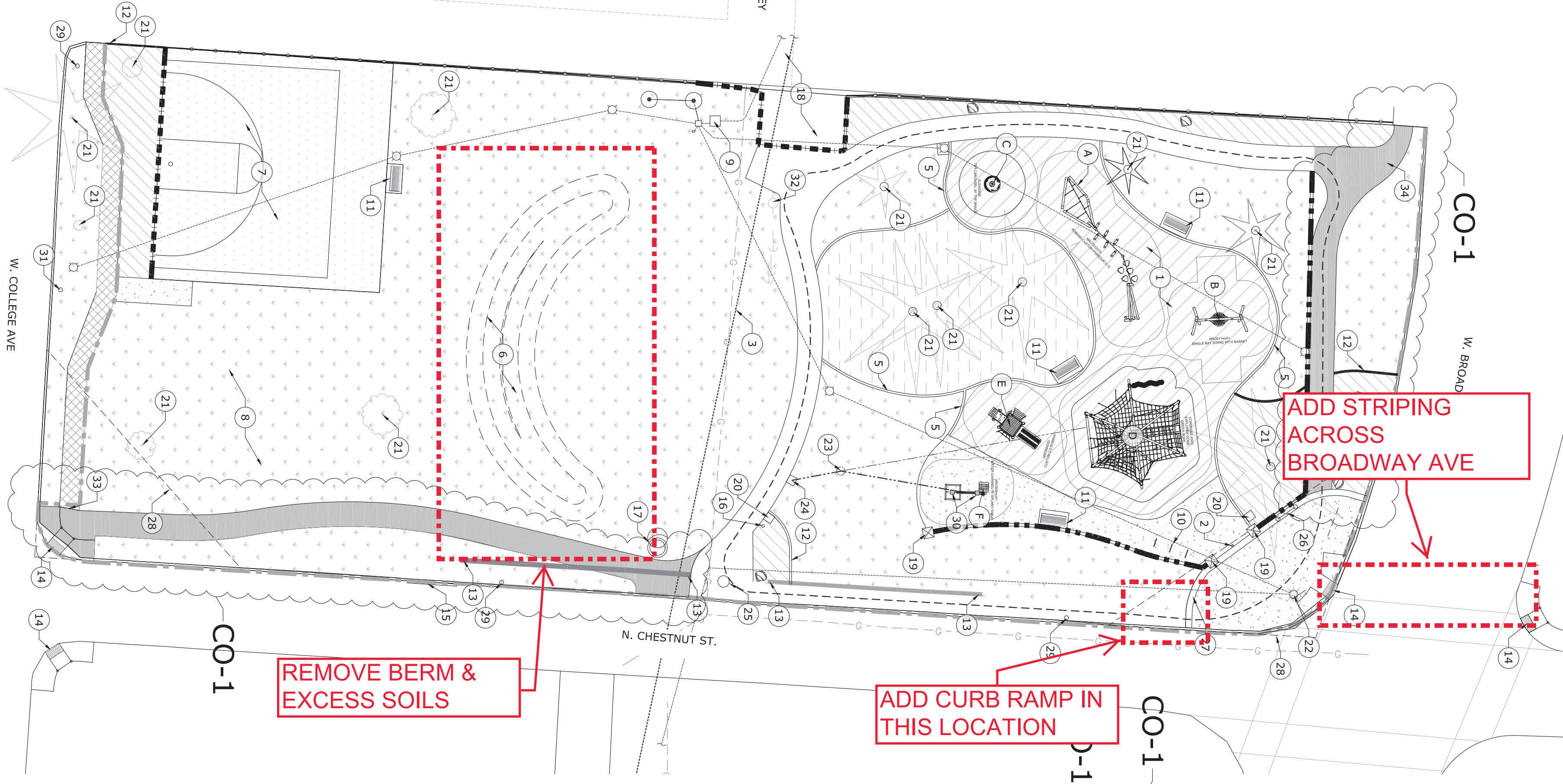
Lic#: CC TOMRORP844JN

Invoice #: 2085

Billing Date: 10-28 -2019

Due upon receipt

	Name of project: Dutch Jake's Park Renovation		
	Contact Name: Ron Marsh		
	Billing To: ERRG		
Project # / Intent #106951454	Details	Retainage	Cost
Contract Amount:	\$1,500.00		\$1,500.00
#1 Billing: inv #2085			
Balance Forward:			
Balance Forward:			
Balance Forward:			
Total Due:			\$1,500.00
Thank You for your business.			





Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	Dec. 4, 2019		
Requester	Nick Hamad		
Requester phone number	509.363.5452		
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2019-0925		
Item title: (Use exact language on the agenda)	Ditches Unlimited change order #2/Mirror Pond (\$27,609.85, tax inclusive)		
Begin/end dates	Begins: Dec. 19, 2019 Ends: May 1, 2020 <input type="checkbox"/> Open ended		
Impact if not approved at this time	Delay to construction completion		
Background/history: Manito Park Mirror Pond change order #2 adds to the contract scope additional pond de-watering due to groundwater constantly entering the pond site, the construction of an additional containment berms at the on-site soil stockpiles, and the installation of safety fencing around both soil stockpile locations. Total cost for added work is \$27,609.85, including all applicable taxes.			
Recommendation/motion wording: To approval change order #2 with Ditches Unlimited for work on the Manito Park Mirror Pond project in the amount of \$27,609.85, tax inclusive.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: <u>Ditches Unlimited Inc.</u> Email address: <u>ditchesunlimited@gmail.com</u> Phone: <u>208.666.1650</u>			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: <u>Nick Hamad</u> Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$27,609.85 Budget code: 1400-30210-94000-56410			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input checked="" type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Business license expiration date: 602-860-344; exp: 9/30/2020 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 2

NAME OF CONTRACTOR: DITCHES UNLIMITED, INC.

PROJECT TITLE: MANITO PARK MIRROR POND RENOVATION

CITY CLERK CONTRACT NUMBER: OPR2019-0925

DESCRIPTION OF CHANGE:	AMOUNT:
Additional Pond Dewatering Due to Groundwater (billed daily)	NTE \$15,953.40
Construct Berm for Stockpile B per Proposal	\$ 5,100.00
Install safety fencing around both stockpile locations	\$ 4,300.00

TOTAL AMOUNT: \$25,353.40

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$244,046.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$6,106.24
CURRENT CONTRACT AMOUNT	\$250,152.24
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$25,353.40
REVISED CONTRACT SUM	\$275,505.64

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	05/01/2020
CURRENT COMPLETION DATE	05/01/2020
REVISED COMPLETION DATE	05/01/2020

Contractor's Acceptance: _____ Date: _____

City Approval:  _____ Date: 12/2/19

Attest: _____ City Clerk

Approved as to form:  _____ Assistant City Attorney

Ditches Unlimited Inc.

18089 S Watson Rd
Coeur d Alene
ID 83814
208-666-1650

Estimate

Date	Estimate #
10/22/2019	201

Name / Address
City of Spokane Parks and Rec Nick Hamad 808 Spokane Falls Blvd 5th Floor Spokane WA 99201

P.O. No.	Other
Mirror Pond	1016041

Description	Qty	Cost	Total
Mobilization and administration	1	25,000.00	25,000.00
Erosion and Safety control	1	6,300.00	6,300.00
Import rock for construction entrance	1	2,500.00	2,500.00
Pond dewatering	1	9,800.00	9,800.00
Electrical-New pump hook up	1	42,769.48	42,769.48
Pond recirculating pump and associated apertures	1	31,952.63	31,952.63
Trenching system	1	10,000.00	10,000.00
Truck time	480	100.00	48,000.00
Pond Dredging	2,420	22,338.36	54,058.82
Tax on Base Bid	1	20,385.16	20,385.16
Alternate #1			
Additional pond excavation	1	15,000.00	15,000.00
Change Order #1 11/2019			
Labor hours to clean/pressure wash rock walls around pond	78	75.00	5,850.00
Hydrant use permit	1	256.24	256.24
~~~~~ CHANGE ORDER ~~~~~ November 7, 2019 > Added 78 Labor. (+\$5,850.00) > Added 1 01 Plans and Permits. (+\$256.24) Total change to estimate +\$6,106.24			
~~~~~ Change Order #2 Additional de-watering due to ground water infiltrating pond (price per day) Estimated 30 days	30	531.78	15,953.40
Construct earth berm around stock pile area B, to include clearing debris and ecology blocks	1	5,100.00	5,100.00
Install safety fence around stock pile area A and stock pile area B TAX EXCLUDED	1	4,300.00	4,300.00
		Total	

add this to scope

Customer Signature

From: [Arvistis McKinnie](#)
To: [Hamad, Nicholas](#)
Subject: CO #2
Date: Monday, December 02, 2019 6:12:24 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good morning Nicholas, I hope you had a great holiday weekend. Our cost per day for de-watering is based off of 2 laborers @ the previously discussed rate of \$75.00 per hour. We are averaging 2.625 hours per day. Comes to 393.75 for labor plus 134.53 per day for the pump and 3.50 per day for fuel for a total of \$531.78 Please let me know if you would like for me to have Laura correct what she had previously sent or if this email is sufficient. Thanks!

Arvistis McKinnie

President/CEO

Ditches Unlimited Inc.

208-666-1650

www.ditchesunlimited.com

CONFIDENTIALITY NOTICE: This e-mail transmission (and the materials attached to it) are private and confidential. The information contained in the material is privileged and is intended only for the use of the individual(s) or entity named above. If you are not the intended recipient, be advised that the unauthorized use, disclosure, copy, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail transmission in error, please immediately notify us by telephone to arrange for the return of the transmitted document(s).

INSTALL TEMPORARY FENCE &
CONSTRUCT ADDITIONAL
BERMS AROUND THIS
STOCKPILE



INSTALL TEMPORARY FENCE &
CONSTRUCT ADDITIONAL
BERMS AROUND THIS
STOCKPILE



Spokane Park Board

Briefing Paper



Committee	Recreation Committee		
Committee meeting date	Dec. 4, 2019		
Requester	Jennifer Papich	Phone number: 509-363-5420	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2019-0557		
Item title: (Use exact language noted on the agenda)	2020-2022 Athletic Tournament Fees correction		
Begin/end dates	Begins: 01/01/2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: There was a typo discovered in the approved Athletic Tournament Fees that were approved at the July 2019 Recreation Committee and Park Board. The current and proposed Dwight Merkel Soccer Tournament rates for full-day and half-day tournaments were listed incorrectly. This action item is to formally correct those fees so Recreation Committee and Park Board may approve the accurate rates.			
Motion wording: Motion to approve the Athletic Tournament Fees with the correction to the Dwight Merkel Soccer Tournament rates for full-day and half-day tournaments, that was previously listed incorrectly.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Papich Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ n/a			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

Approved Field Use Fees for 2020

Facility Use Fee	Type	2011	2012	2013	2014-2018	2015	2019	2020	2021	2022
Per Hour Fee			Approved	Approved	Approved	Approved	Approved			
Dwight Merkel										
	Adult Softball	\$16.67	\$24.00	\$27.00	\$30.00		\$32.00	\$32.00		
	Youth Softball	\$10.00	\$14.00	\$17.00	\$17.00		\$19.00	\$19.00		
	Adult Soccer Turf	\$55.00	\$55.00	\$55.00	\$55.00		\$57.00	\$57.00		
	Youth Soccer Turf	\$45.00	\$45.00	\$45.00	\$45.00		\$47.00	\$47.00		
	Adult Soccer Grass	\$30.00	\$35.00	\$35.00	\$35.00		\$37.00	\$37.00		
	Youth Soccer Grass	\$20.00	\$25.00	\$25.00	\$25.00		\$27.00	\$27.00		
SE Complex										
	Adult Softball	\$10.00	\$14.00	\$17.00	\$20.00					
	Youth Softball	\$6.67	\$10.00	\$12.00	\$12.00		\$13.00			
	Adult Soccer Grass	\$20.00	\$25.00	\$25.00	\$25.00					
	Soccer Grass	\$15.00	\$20.00	\$20.00	\$20.00		\$21.00	\$21.00		
Franklin										
	Adult Softball	\$10.00	\$14.00	\$17.00	\$20.00		\$21.00	\$21.00		
	Youth Softball	\$6.67	\$10.00	\$12.00	\$12.00		\$13.00	\$13.00		
	Adult Soccer Grass	\$0.00	\$15.00	\$15.00	\$15.00		\$16.00	\$16.00		
	Youth Soccer Grass	\$0.00	\$10.00	\$10.00	\$10.00		\$11.00	\$11.00		
Lights: All Complexes	Lights (per hour)	\$10.00	\$10.00	\$10.00	\$10.00	\$12.00	\$14.00	\$14.00		
Tier II Parks	Youth Baseball		\$50/100 Hours	\$1	\$1		\$2.00	\$2.00		
	Adult Baseball			\$2.00	\$2.00		\$3.00	\$3.00		
Tier III Parks	Youth Fields		\$8/year	\$0.25	\$0.25		\$0.50	\$0.50		
	Adult Fields		\$10/year	\$0.25	\$0.25		\$0.50	\$0.50		
Tournaments	Type	Notes	2012	2013	2014 -2019		2019	2020	2021	2022
Dwight Merkel								Approved	Approved	Approved
Adult										
Diamond	Full Day	8am-11pm	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00		\$2,100.00	\$2,250.00	\$2,400.00	\$2,550.00
	Half Day	8a-3p;3p-11p	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00		\$1,200.00	\$1,350.00	\$1,500.00	\$1,650.00
Youth										
Diamond	Full Day	8am-11pm	\$ 1,000.00	\$ 1,250.00	\$ 1,500.00		\$1,500.00	\$1,650.00	\$1,800.00	\$1,950.00
	Half Day	8a-3p;3p-11p	\$ 500.00	\$ 650.00	\$ 800.00		\$800.00	\$950.00	\$1,100.00	\$1,250.00
Dwight Merkel	Type	Notes	2012	2013	2014 -2019		2019	2020	2021	2022
Adult	Full Day	8am-11pm			\$3,500.00		\$3,500.00	\$3,600.00	\$3,700.00	\$3,800.00
FB/Soccer	Half Day	8a-3p;3p-11p			\$1,800.00		\$1,800.00	\$1,900.00	\$2,000.00	\$2,100.00
Youth FB/Soccer	Full Day	8am-11pm	Correct Numbers for Approval			\$2,400.00	\$2,400.00	\$2,500.00	\$2,600.00	\$2,700.00
	Incorrect amounts listed when approved in July 2019					\$900	\$900	\$1,000	\$1,100	\$1,200
	Half Day	8a-3p;3p-11p	Correct Numbers for Approval			\$1,300.00	\$1,300.00	\$1,400.00	\$1,500.00	\$1,600.00
	Incorrect amounts listed when approved in July 2019					\$600	\$600	\$700	\$800	\$900
Franklin	Type	Notes	2012	2013	2014 -2019		2019	2020	2021	2022
Adult										
Diamond	Full Day	8am-11pm	\$ 1,400.00	\$ 1,450.00	\$ 1,500.00		\$1,500.00	\$1,625.00	\$1,750.00	\$1,875.00
	Half Day	8a-3p;3p-11p	\$ 700.00	\$ 750.00	\$ 800.00		\$800.00	\$925.00	\$1,050.00	\$1,175.00
	Full Day	8am-11pm	\$ 800.00	\$ 850.00	\$ 900.00		\$900.00	\$1,025.00	\$1,150.00	\$1,275.00
Diamond	Half Day	8a-3p;3p-11p	\$ 400.00	\$ 450.00	\$ 500.00		\$500.00	\$625.00	\$750.00	\$875.00

Spokane Park Board

Briefing Paper



Committee	Recreation Committee										
Committee meeting date	Dec. 4, 2019										
Requester	Jennifer Papich	Phone number: 509-363-5420									
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action										
Type of contract/agreement	<input type="radio"/> New <input checked="" type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other										
City Clerks file (OPR or policy #)											
Item title: (Use exact language noted on the agenda)	2020 Recreation Centers contract renewal for the combined amount of \$638,578.										
Begin/end dates	Begins: 01/01/2020	Ends: 12/31/2020	<input type="checkbox"/> Open ended								
Background/history: Corbin Senior Center, MLK Jr. Center at ECCC, West Central CC, Project Joy, MidCity Concerns, Southside CC, Southwest Spokane CC, Northeast Youth Center, Sinto Senior Center and the Hillyard Senior Center provide recreational services and opportunities to the community in partnership with SPRD. Parks provides partial funding to these Centers to help pay for their recreational programming costs. The combine amount of \$638,578 is accounted for in the approved 2020 Recreation Budget. This amount is less than previous years due to the Southside Community Center refinancing loan that Park Board approved in Jan. 2018, the amount deducted goes to the repaying the principal of the loan to the Water Department decreasing the SSCC amount from \$115,758 to \$106,563. Centers are required to provide monthly recreation program reports to SPRD and presented quarterly to Park Board.											
Motion wording: Approval of the 2020 Recreation Centers Contract Renewal for the combined amount of \$638,578.											
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Signatures from each of the centers Name: _____ Email address: _____ Phone: _____											
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Papich Grant Management Department/Name: _____											
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue All expenditures below charged to: 1400-54180-76902-54201 Amount: <table border="0"> <tr> <td>\$18,525 Mid City Concerns</td> <td>\$30,970 Project Joy / \$72,675 West Central Community Center</td> </tr> <tr> <td>\$31,350 Corbin Senior Center</td> <td>\$106,563 Southside Community Center</td> </tr> <tr> <td>\$77,210 Sinto Senior Center</td> <td>\$39,947 Southwest Community Center</td> </tr> <tr> <td>\$80,000 Hillyard Senior Center</td> <td>\$139,538 Northeast Youth Center / \$41,800 MLK Center</td> </tr> </table>				\$18,525 Mid City Concerns	\$30,970 Project Joy / \$72,675 West Central Community Center	\$31,350 Corbin Senior Center	\$106,563 Southside Community Center	\$77,210 Sinto Senior Center	\$39,947 Southwest Community Center	\$80,000 Hillyard Senior Center	\$139,538 Northeast Youth Center / \$41,800 MLK Center
\$18,525 Mid City Concerns	\$30,970 Project Joy / \$72,675 West Central Community Center										
\$31,350 Corbin Senior Center	\$106,563 Southside Community Center										
\$77,210 Sinto Senior Center	\$39,947 Southwest Community Center										
\$80,000 Hillyard Senior Center	\$139,538 Northeast Youth Center / \$41,800 MLK Center										
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <table border="0"> <tr> <td><input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)</td> <td><input type="checkbox"/> W-9 (for new contractors/consultants/vendors)</td> </tr> <tr> <td><input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane</td> <td><input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)</td> </tr> <tr> <td><input checked="" type="checkbox"/> UBI: * Business license expiration date: *</td> <td><input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)</td> </tr> </table>				<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	<input checked="" type="checkbox"/> UBI: * Business license expiration date: *	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)										
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)										
<input checked="" type="checkbox"/> UBI: * Business license expiration date: *	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)										

***SEE OTHER SIDE FOR UBI # AND EXPIRATION DATES**

UBI #s and expiration dates

Mid-City	601-141-611	Expires: 11/30/2019
Corbin	601-138-602	Expires: 10/31/2020
Sinto	600-261-820	Expires: 06/30/2020
Hillyard	600-170-203	Expires: 02/29/2020
Project Joy	601-594-598	Expires: 11/30/2020
Southside	601-298-234	Expires: 08/31/2020
Southwest	601-948-085	Expires: 04/30/2020
Northeast	602-205-146	Expires: 05/31/2020
West Central	600-409-809	Expires: 12/31/2020
MLK	601-237-277	Expires: 03/31/2020

Year to Date Center Attendance and Volunteer Hrs.

Center	Q1	Q2	Q3	YTD Volunteer Hrs.
Corbin Sr. Center	22,271	22,006	23,369	6,203
MLK Jr.	34,686	80,162	85,575	364
Hillyard Sr. Center	19,563	19,807	20,731	8,868
MidCity Sr. Center	7,568	7,848	5,518	1,012
Northeast Youth Center	37,142	43,767	71,953	2,603
Southwest Spokane Community Center	6,906	7,911	9,960	1,154
Project Joy	6,767	7,123	4,345	8,512
Sinto Sr. Center	11,442	11,520	8,865	6,949
Southside Community Center	31,870	33,177	20,009	5,120
West Central Community Center	21,057	14,862	46,447	1,226
TOTAL 734,227	189,272	248,183	296,772	42,011 =\$504,132 if paid

Association Members	Amount of Parks Financial Support
Corbin Senior Activity Center	\$31,350
MLK Jr. Center	\$41,800
Hillyard Sr Center	\$80,000
MidCity Sr Center	\$18,525
Northeast Youth Center	\$139,538
Southwest Community Center	\$39,947
Project Joy	\$30,970
Sinto Sr Center	\$77,210
Southside Community Center	\$106,563
West Central CC	\$72,675
TOTAL	\$638,578

These Centers provide meaningful recreational services and opportunities to the community – a task that the Parks Division alone couldn't do without their partnership.

SYSCA

Spokane Youth & Senior Centers Association 2020 Contract Renewals

Association Members

Corbin Senior Activity Center

**East Central Community Center
(MLK Jr. Center)**

Hillyard Senior Center

MidCity Concerns Senior Center

Northeast Youth Center

**Southwest Spokane Community
Center**

Project Joy

Sinto Senior Activity Center

Southside Community Center

West Central Community Center





City of Spokane
Parks and Recreation Division

CONTRACT

Title: *"Name of Community or Senior Center"*

THIS CONTRACT is between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION**, a Washington State municipal corporation, as ("City"), and ***"Name of Community or Senior Center"***, a 501(C)(3) non-profit corporation, whose address is _____, Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the ***"Name of Community or Senior Center"*** provides broad-based recreational services to the community; and

WHEREAS, it is the desire of the City to work with the ***"Name of Community or Senior Center"*** in partnership to deliver recreational services to citizens; - Now, Therefore,

The parties agree as follows:

1. **PERFORMANCE.** The ***"Name of Community or Senior Center"*** shall provide recreational services to the community. The ***"Name of Community or Senior Center"*** shall mention in all of its advertising, brochures, and schedules distributed to the public, that the services are co-sponsored by the Spokane Parks and Recreation Division.

2. **USE OF PREMISES BY CITY.** The City shall have the option to use the ***"Name of Community or Senior Center"*** premises for Park and Recreational programs when the ***"Name of Community or Senior Center"*** is not utilizing the premises. The premises shall not be used for any other purpose without the consent of the ***"Name of Community or Senior Center"***. The City's use of the premises shall in no way be exclusive, and shall not infringe upon the ***"Name of Community or Senior Center"*** primary usage of the premises. City's use of the premises shall be at no cost. Any additional costs incurred by the ***"Name of Community or Senior Center"*** will be agreed upon prior to the use, and shall be billed to the City.

2. **COMPENSATION.** The City shall pay the ***"Name of Community or Senior Center"*** ***Specific Dollar Amount for that Center (\$)***, from available City funds to help pay recreational programming costs. Any expenditures exceeding that amount will be billed to the ***"Name of***

Community or Senior Center". The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the **"Name of Community or Senior Center"** thirty (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding. Any additional cost incurred by the **"Name of Community or Senior Center"** will be agreed upon prior to use and shall be billed to the City.

3. PAYMENT. The **"Name of Community or Senior Center"** shall send monthly applications of one-twelfth (1/12) of the total Contract to the City's Community and Neighborhood Services Director, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment should be made via direct deposit/ACH within thirty (30) days after receipt of the **"Name of Community or Senior Center"** application except as provided by state law. Invoices should be sent electronically to the Director of Recreation or designee with the monthly report for the month being invoiced. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TERM. This Contract shall begin January 1, 2020 and run through December 31, 2020, unless terminated earlier.

5. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The **"Name of Community or Senior Center"** agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the **"Name of Community or Senior Center"**.

6. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

7. TAXES. The **"Name of Community or Senior Center"** shall be solely responsible for all taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

8. INSURANCE. During the term of the Contract, the **"Name of Community or Senior Center"** shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the **"Name of Community or Senior Center"** services to be provided under this Contract;

- i. Acceptable supplementary Umbrella insurance coverage, combined with the ***"Name of Community or Senior Center"*** General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty five (45) days written notice from the ***"Name of Community or Senior Center"*** or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the ***"Name of Community or Senior Center"*** shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M Best. Copies of all applicable endorsements shall be provided. The ***"Name of Community or Senior Center"*** shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. AUDIT. The ***"Name of Community or Senior Center"*** shall maintain for a minimum of three (3) years following final payment, all records related to its performance of the Contract. The ***"Name of Community or Senior Center"*** shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such records. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

10. INTERNAL AUDITING CONTROL. The ***"Name of Community or Senior Center"*** shall establish and maintain a system of internal accounting control which complies with applicable generally accepted accounting principles and non-profit accounting and financial reporting standards.

11. REPORTS AND MEETINGS.

- A. The ***"Name of Community or Senior Center"*** shall communicate with the Parks and Recreation Division through the City's Director of Parks and Recreation, or designee.
- B. The ***"Name of Community or Senior Center"*** shall submit to the City's Director of Parks and Recreation, or designee, monthly reports on or before the 10th of every month for the previous month, detailing its contractual performance including:
 - A. Monthly Attendance Reports for Activities conducted at the center Funded by Parks Funds.
 - B. Staff and Volunteer hours (unique number of volunteers with hours for each); and
 - C. List of Recreation Activities – not meals; actual activities.
- C. The Director of Parks and Recreation, or designee, shall be welcome to attend all board meetings of the ***"Name of Community or Senior Center"***.
- D. At the end of the calendar year, the ***"Name of Community or Senior Center"*** shall

submit an annual financial statement to the City's Director of Parks and Recreation, or designee, showing all expenditures and revenues of the non-profit corporation for the prior year.

- E. The ***"Name of Community or Senior Center"*** shall submit a 2019 annual Financial Statement to the Spokane Parks and Recreation Division on or before March 31, 2020. In addition to the Annual Financial Statement, the following needs to be submitted:
 - A. A copy of the first two pages of the IRS Form 990 when filed each year.
- F. The Spokane Parks and Recreation Division will provide the opportunity for the ***"Name of Community or Senior Center"*** to list activities in the Spokane Parks and Recreation's seasonal Activity Guide. The type and number of programs allowed will be decided upon by the City's Director of Parks and Recreation, or designee.
- G. The Director of the ***"Name of Community or Senior Center"***, or designee, is required to attend quarterly Recreation Supervisor meetings and any other mandatory meetings established by the City's Director of Parks and Recreation, or designee.

12. LIABILITY.

- A. The ***"Name of Community or Senior Center"*** shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the ***"Name of Community or Senior Center"***, its officers, employees and agents in connection with the Contract, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third part is directed at work or action taken by the ***"Name of Community or Senior Center"*** solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the ***"Name of Community or Senior Center"*** from any expenses connected with the defense, settlement, or monetary judgement ensuring from such actions, claims, or proceedings.
- B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. AMENDMENT. This Contract may be amended at any time by mutual written agreement.

14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

15. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

16. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.

17. ENTIRE AGREEMENT. This written Contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

18. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

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

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

Dated: _____

CITY OF SPOKANE PARKS AND
RECREATION DIVISION

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

"Name of Community or Senior Center"

Email Address: _____

By: _____

Title: _____

Attachments that are part of this Contract:
Attachment A – Certificate Regarding Debarment

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	Dec. 9, 2019		
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2016-0695		
Item title: (Use exact language noted on the agenda)	Strata Engineering amendment #5/West Havermale Island material testing (\$22,581, no tax)		
Begin/end dates	Begins: 12/20/2019	Ends: 12/31/2020	<input type="checkbox"/> Open ended
Background/history: Strata Engineering has performed special construction material testing per a master services agreement. This amendment will provide the budget necessary to perform this work for the West Havermale project.			
Motion wording: Move to approve Strata Engineering amendment #5 for West Havermale material testing in the amount of \$22,581, no tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Strata Name: Paxton Anderson Email address: PAnderson@stratageotech.com Phone: 509-981-1904			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke DLarnold@spokanecity.org Requester: Berry Ellison AnnaValdez@hillintl.com Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: 22,581.00 Budget code: 3346 49574 94000 56522 48117			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601 187 858 Business license expiration date: 6.30.20 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



November 12, 2019

File: SPP16512J

Ms. Jo-Lynn Brown
Project Coordinator
City of Spokane Parks and Recreation
City Hall Fifth Floor
808 West Spokane Falls Boulevard
Spokane, Washington 99201

RE: **PROPOSAL AND FEE ESTIMATE**
Special Inspection & Construction Materials
Testing Services
Riverfront Park Redevelopment
West Havermale Island
Spokane, Washington

Greetings Ms. Brown:

STRATA appreciates the opportunity to provide you the following proposal and fee estimate (Estimate) for special inspection (SI) and construction materials testing (CMT) services. We are confident that our firm can provide you with the required inspection and testing services in a cost-effective, timely, and professional manner.

This proposal contains information regarding our project understanding, anticipated scope of services, details of our unit fees, and an estimate of the special inspection and materials testing investment. We have prepared our proposal based on:

- The project plans and specifications issued by City of Spokane Parks and Recreation, dated November 4, 2019;
- Electronic mail dated November 8, 2019; and
- The special inspection and testing requirements established in the 2015 *International Building Code* (IBC 2015).

PROPOSED CONSTRUCTION

We understand the project consists of reconstruction of a new bridge across the Upper Falls intake channel on Havermale Island. Bridge construction includes structural fill below bridge abutment foundations, cast in place concrete footings, abutment walls, wing walls, and diaphragms, pre-stressed triple T bridge girders, guard rail curb, and steel guardrails. Site construction includes reconstructed hot mixed asphalt (HMA) parking area and pedestrian paths and construction of a new sculpture feature.

On this project, we anticipate our primary scope of services will consist of the following activities:

- Observation and field-testing during earthwork, preparing subgrades for slab-on-grade areas, and placing base course material associated with the maintenance building;
- Special inspection of reinforced concrete for bridge foundations, walls and diaphragms; building;
- Observations and field-testing during placement of HMA;
- Special inspection of high strength bolts; and
- If required, special inspection of sculpture fasteners and epoxy.

We elaborate on our anticipated scope of services and our approach to providing The City of Spokane Parks and Recreation with professional special inspection and construction materials testing services in the following sections.

SCOPE OF SERVICES

Project Team

Ms. Heidi Brouwer will be the Project Manager and your main point of contact for the coordination of our special inspections, field observation, and laboratory services. In general, requests for scheduling our inspection and testing services, meeting attendance and routine communications will be handled through our Spokane office (phone 509.891.1904). We request that scheduling calls be made a minimum of 24 hours in advance to allow the appropriate response time for requested inspections and testing.

Meetings

Our Project Manager will attend a pre-construction conference with your representative, the general contractor, appropriate subcontractors, and the local jurisdictional agency to review the special inspection and materials testing requirements for the project, and to establish report distribution protocol.

Earthwork Observation and Testing Services

We will provide a field professional to perform soil moisture and in-place density testing services during subgrade preparation, and crushed gravel base below HMA. We will perform in-place density testing in reference to the requirements established in the previously referenced project documents using a nuclear densometer. Our personnel will sample and transport to our laboratory for appropriate testing, any on-site and imported materials used for structural fill, sub-base course, and base course.

Special Inspection of Reinforcing Steel and Embedded Items

We will provide an International Code Council (ICC) certified special inspector to verify the placement of reinforcing steel and embedded items prior to placing concrete at foundation structures, retaining walls, and slabs-on-grade for the maintenance building and retaining walls. Our reinforcing steel and embedded item inspection will include verifying type, grade, size, cleanliness, lap splice, clearance, coverage, and general placement of reinforcing steel/embedded items, with reference to project plans and specifications. Observed discrepancies will be reported to the contractor for correction prior to the placement of concrete. If discrepancies are uncorrected, we will notify you and other designated persons of non-compliant conditions. We anticipate the contractor will supply the required



reinforcing steel documentation (mill certification reports) directly to the design team for approval, eliminating the need for us to perform compliance testing. However, we request copies of the mill certificates be made available for our verification of materials delivered as required by project specifications and IBC 2015.

Concrete Observation and Testing Services

Our special inspector will observe the placement of concrete for the cast-in-place footings, and foundation walls. Our field services will include testing for slump, temperature, air content, unit weight, and casting of compression test specimens. Concrete compressive strength specimens will initially cure on site for up to 24 hours and subsequently be transported to our laboratory for appropriate storage, curing and testing.

We have estimated the test requirement based on frequency of one test per 150 cubic yards, or fraction thereafter, or day's placement for each type of concrete placed. Additionally, we will cast one set of five, 4-inch by 8-inch concrete compressive strength cylinders for each sample obtained. We will test 1 concrete compressive strength specimen at 7-days, 3 at 28-days and we will hold the 5th cylinder and break it at 56-days if the average 28-day test results fail to meet the specified strength. We will notify you via telephone or email should the test results of the 7-day test achieve less than 70-percent of the design strength (f'_c) or if 28-day specimens fail to meet f'_c . Results of concrete compressive strength testing will be distributed via electronic mail to the distribution list established during the preconstruction meeting, unless directed otherwise.

Our proposal is based on the assumption that a PCCA certified pre stressed concrete plant will be utilized in the construction of the triple T girders and that special inspection of pre stressed concrete will not be required. We can perform these services at an additional fee if they are required.

Structural Steel Bolting Observation

We will provide an ICC certified special inspector to perform periodic observation during installation and tightening of high-strength bolts as dictated on the approved project plans. Our field services will include the observation of faying surfaces, fit-up, visual observation, and bolt tensioning as required by the project documents.

We anticipate the manufacturer will supply the required documentation for the structural steel and ASTM A325 bolts (mill certifications reports) to the design team for approval. However, we request copies of the mill certificates be made available for our verification of materials delivered as required by project specifications and IBC 2015.

Sculpture Fasteners

The documents used as a basis for this proposal do not indicate if special inspection of the fasteners used for construction of the sculpture will be required. We anticipate, based on the nature of the sculpture for public use, special inspection may be required. We have included as a separate category, special inspection of the fasteners and epoxy for the sculpture. This category can be subtracted from the estimated project total if not required.



Technical Management and Reports

Our project manager will review the daily field activities (DFA's) generated by our field staff during construction. These daily field activities will be delivered to you electronically.

We will bring to the immediate attention of the project superintendent and other designated individuals, items found in non-compliance with the project requirements. These items will be documented and the information forwarded to you periodically for appropriate follow-up action. Items that do not conform to the project documents will be delineated if unresolved during construction. As reinspection or retesting items can have a serious impact on our budget, we will review the DFA's to monitor items requiring reinspection.

SAFETY

We are committed to providing a safe work environment and take actions to prevent injury to our employees. We recognize that the most important element in the success of our business is our individual employees. We encourage our employees to increase their awareness of the hazards that lead to occupational injury and illness, to think about their safety and well-being, and the safety of their fellow employees and co-workers.

LIMITATIONS

The above scope of services is for construction materials testing, special inspection, and laboratory services. Our services do not include a geotechnical evaluation of any kind. We are not assuming the geotechnical engineer-of-record for the project. Our construction materials testing, special inspection, and laboratory services are limited to verifications of the plans and specifications. We do not represent or warrant that we have reviewed the construction documents (plans, specifications, etc.) for accuracy, appropriateness and whether the documents meet the standard of care at the time of our services in the north Idaho and eastern Washington area.

FEE ESTIMATE

We propose to perform the above Scope of Services on a time-and-expense basis, as detailed on the enclosed *Preliminary Fee Estimate*. Based on our current project understanding, as conveyed throughout this proposal, we estimate our fees for this project will be **\$22,581.00**. Provided it is required, overtime will be invoiced at 1½ times the hourly rate for all time before 7:00 AM, after 5:00 PM, over 8 hours per day, weekends or holidays. A two-hour minimum charge, including travel, will be invoiced for field testing. Time and vehicle charges will be invoiced portal to portal from our office.



SUMMARY

We sincerely appreciate the opportunity to continue working with the City of Spokane Parks and Recreation, and the design team, and look forward to successful project construction and completion. We will perform the testing and special inspection services in accordance to the Consultant Agreement in place with the City of Spokane Parks and Recreation Department. If you have any questions or if we can be of further assistance, please do not hesitate to call.

Sincerely,
STRATA



Heidi Brouwer
Construction Services Manager



Rick Woodworth
Senior Project Manager

HLB/RJW/kh

Attachment: *Preliminary Fee Estimate*





PRELIMINARY FEE ESTIMATE

West Havermale Island

SP16512J

Project Manager: Heidi Brouwer

	Quantity	Unit	@	Rate	Totals
Earthwork Testing					
Field Professional	60.00	hours	@	\$48.00	\$2,880.00
<i>--Estimate 15 site visits at 4 hours each for density testing.</i>					
Field Professional	4.00	hours	@	\$48.00	\$192.00
<i>--Estimate 2 site visits at 2 hours each for soil/aggregate sample retrieval.</i>					
Moisture Density Relationship Curve	2.00	each	@	\$175.00	\$350.00
Density Gauge - Day	15.00	each	@	\$40.00	\$600.00
Vehicle Charge	17.00	each	@	\$35.00	\$595.00
ESTIMATED FEE:					\$4,617.00
Concrete Testing					
Special Inspector	50.00	hours	@	\$60.00	\$3,000.00
<i>--Estimate 10 visits at 5 hours each for reinforcing steel inspection and concrete placement.</i>					
Field Professional	20.00	hours	@	\$48.00	\$960.00
<i>--Estimate 10 site visits at 2 hours each for cylinder sample retrieval.</i>					
Compressive Strength - Cylinder - 4x8	55.00	each	@	\$22.00	\$1,210.00
Vehicle Charge	20.00	each	@	\$35.00	\$700.00
ESTIMATED FEE:					\$5,870.00
Structural Steel					
Special Inspector - Bolting	8.00	hours	@	\$65.00	\$520.00
<i>Estimate 2 site visits at 4 hours each for bolting inspections and embedded elements.</i>					
Vehicle Charge	2.00	each	@	\$35.00	\$70.00
ESTIMATED FEE:					\$590.00
Sculpture Fasteners					
Special Inspector	60.00	hours	@	\$65.00	\$3,900.00
<i>--Estimate 15 site visits at 4 hours each for fastener inspections.</i>					
Special Inspector	30.00	hours	@	\$60.00	\$1,800.00
<i>--Estimate 10 site visits at 3 hours each for epoxy inspection.</i>					
Compressive Strength - 2" Cube	60.00	each	@	\$20.00	\$1,200.00

Preliminary Fee Estimate for SP16512J West Havermale Island

Vehicle Charge	25.00	each	@	\$35.00	\$875.00
ESTIMATED FEE:					\$7,775.00
Asphalt Testing					
Field Professional	16.00	hours	@	\$48.00	\$768.00
<i>--Estimate 2 site visits at 8 hours each for Asphaltic Concrete density testing.</i>					
Field Professional	2.00	hours	@	\$48.00	\$96.00
<i>--Estimate 1 batch plant visits at 2 hours each for asphaltic concrete sample retrieval.</i>					
Extraction Gradation w/Moisture - Ignition Oven	1.00	each	@	\$200.00	\$200.00
Rice Max Theoretical Test	1.00	each	@	\$110.00	\$110.00
Density Gauge - Day	2.00	each	@	\$40.00	\$80.00
Vehicle Charge	3.00	each	@	\$35.00	\$105.00
ESTIMATED FEE:					\$1,359.00
Project Administration					
Project Manager	15.00	hours	@	\$85.00	\$1,275.00
Project Administrator	18.00	hours	@	\$45.00	\$810.00
Final Summary Letter	1.00	each	@	\$250.00	\$250.00
Vehicle Charge	1.00	each	@	\$35.00	\$35.00
ESTIMATED FEE:					\$2,370.00
Total Preliminary Fee Estimate:					\$22,581.00



Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	Dec. 9, 2019		
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2015-0823		
Item title: (Use exact language noted on the agenda)	Berger Partnership amendment #16/West Havermale and north bank wayfinding and signage graphics (\$11,000, no tax)		
Begin/end dates	Begins: 12/20/2019 Ends: 12/31/2020 <input type="checkbox"/> Open ended		
Background/history: Berger Partnership prepared our Wayfinding master plan. This amendment is for specific sign graphics for the West Havermale and north bank projects.			
Motion wording: Move to approve Berger Partnership amendment #16 for wayfinding and signage graphics for the West Havermale and north bank projects, in the amount of \$11,000, no tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Berger Partnership Name: Guy Michaelsen Email address: guym@bergerpartnership.com Phone: 206-325-6877			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke DLarnold@spokanecity.org Requester: Berry Ellison AnnaValdez@hillintl.com Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: 5,500.00 W Hav 3346 49574 94000 56522 48103 5,500.00 N Bank 3346 49577 94000 56522 48103			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 600 390 443 Business license expiration date: 11.30.20 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

SCOPE OF WORK OVERVIEW

The scope of this contract includes a set of design services required for successful execution of the defined project below. Services include development of a wayfinding system within the park.

Consultant shall coordinate all Scope of Work outlined in this document through City PMT.

All Consultant costs and expenses shall not exceed the total lump sum hourly allowance amount of ELEVEN THOUSAND AND 0/100 DOLLARS (\$11,000.00).

DEFINITIONS AND GENERAL ASSUMPTIONS:

Berger PMT - Berger Partnership's internal project management team that oversees the Scope of Work defined in this contract.

Brand - Not included in this scope.

Brand Guide - Not included in this scope.

City PMT - City's project management team consisting of members and organizations as designated by the City.

Consultant - Berger Partnership

Drawings - The annotated illustrative component of construction details.

Documents - Documents consist of Drawings and Graphic Package.

Graphics - Not included with this scope. The specific typology, font, size, color, alignment, and style of wayfinding information. Graphics have already been provided by others.

Graphic Package - A graphic package is a set of wayfinding drawings which can be used by a fabricator to print/prepare the actual wayfinding graphics. The graphic package will be prepared using Graphics already developed for the park.

Kit-of-Parts - A suite of physical wayfinding elements which together comprise the physical presence of the wayfinding system.

Program Manager - Internal City staff hired to manage City PMT and all communication between Park Board, City Staff, City PMT and citizen oversight process.

Project Areas - West Havermale, North Bank

Scope of Work - An accurate, detailed concise description of the work defined in DETAILED SCOPE OF WORK of this contract to be performed by the Berger PMT.

Specifications - Written requirements pertaining to building materials, equipment, and construction systems that outline the standards to be met in the construction of a project.

DEFINITIONS OF PHASES AND DESIGN DOCUMENTATION:

1. **30% Design:** 30% Documents are developed for the purpose of coordinating and confirming the quantity and type of wayfinding elements as well as the graphic package hosted on those elements.
 - a. **Wayfinding**
 - i. Wayfinding Details: Provide typical details for each type of wayfinding element.
 - ii. Graphic Package: Provide graphic layouts for each of the wayfinding elements.
 - b. **30% Cost Estimation:** Not included in this scope.
 - c. **Structural Design:** Structural design is not included as it has already been completed as part of a previous scope of work.
 - d. **Electrical:** Electrical design is not included.
2. **60% Design:** The 60% Documents phase will be initiated once the City PMT has provided all comments and approvals of the 30% Documents.

The 60% Documents will include all wayfinding details and graphic package prepared as part of this scope of work, and plans which identify the locations wayfinding elements. Plans identifying the location of elements are prepared by others.

- a. **Wayfinding**
 - i. Wayfinding Details: Provide typical details for each type of wayfinding element.
 - ii. Provide location assistance to Others in their preparation of plans locating each wayfinding element.

- iii. **Graphic Package:** Provide graphic layouts for each of the wayfinding elements.
 - b. **60% Cost Estimation:** Not included in this scope.
 - c. **Structural Design:** Structural design is not included as it has already been completed as part of a previous scope of work.
 - d. **Electrical:** Electrical design is not included.
3. **90% Design:** The 90% Documents are developed based on final approval from City of Spokane on 60% Documents. Documents will be developed to meet City of Spokane standard 90% Documents, permitting needs, and approval requirements with the noted exclusions and assumptions. Written specifications will be included in the drawing set on drawing sheets. Review comments at the 90% milestone are to be limited to QA/QC issues of life safety, local code compliances, and constructability. Changes to the plans/designs at 90% as a result of additional design review process will be considered an additional service.
- a. **Wayfinding:**
 - i. **Wayfinding Details:** Provide typical details for each type of wayfinding element.
 - ii. Provide location assistance to Others in their preparation of plans locating each wayfinding element.
 - iii. **Graphic Package:** Provide graphic layouts for each of the wayfinding elements.
 - b. **90% Cost Estimation:** Not included in this scope.
 - c. **Structural Design:** Structural design is not included as it has already been completed as part of a previous scope of work.
 - d. **Electrical:** Electrical design is not included.
4. **Bid Documents:** Any updates based on comments from the City review of the 90% submittal will be incorporated into an electronic deliverable of the signed-and-sealed, bid-ready documents. The documents will be prepared to a level at which a sign/wayfinding element manufacturer can bid on the elements and develop their own shop drawings.
5. **Bid Assistance and Construction Administration:**
- Bid Assistance:** Not included with this scope
 - Shop Drawing Review:** An hourly allowance totaling \$1,200.00 is included for shop drawing review.
 - Construction Observation:** An hourly allowance totaling \$800.00 is included for construction observation.

6. **Permitting:** Permitting will be led by the City PMT, utilizing 90% Documents prepared as part of this scope of work.

DETAILED SCOPE OF WORK

Task XXX: Wayfinding Documentation

This Wayfinding task involves utilizing a complete wayfinding system which has already been developed for Riverfront Park and adapting that system to the project areas. The system includes a functional system of waypoint and destination signage, and physical design of wayfinding elements. Wayfinding elements will be located within project areas. The wayfinding system, a “kit of parts,” will be designed to be adaptive and to carry primarily navigational content but may be designed to carry elements of interpretation and history taking the wider context into account.

Subtask:

- 30% Design Submittal
- 60% Design Submittal
- 90% Design Submittal
- Bid Documents
- Construction Administration

Meetings for Task:

- (2) Progress Review meetings in parallel with 30% and 60% submittals. Assumed to be conducted remotely via GoToMeeting.
- (2) Visits to the project site to review construction progress.

Cost/Fee: \$10,000.00

Reimbursable Allowances

1. **Typical reimbursable:** May include, but not limited to, printing, reprographic expenses, CAD plots, supplies, and materials.
2. **Travel reimbursable:** Travel is typically same-day travel and occasional multi-day visits. Reimbursable may include airfare, vehicle mileage, rental car, meals, and lodging in conformance with city travel reimbursable policy.

Berger Allowance: \$1,000.00

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	Dec. 9, 2019		
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2017-0373		
Item title: (Use exact language noted on the agenda)	Garco Construction change order #22/Pavilion and Promenade (\$7,988, plus tax)		
Begin/end dates	Begins: 12/20/2019 Ends: 12/31/2020 <input type="checkbox"/> Open ended		
Background/history: Included in this CO is Pavilion owner requested changes for the ice machine, data, and electrical for TV monitors and electrical rough in for reader board. Promenade includes the replacement of two sugar maples adjacent to the Ram Building.			
Motion wording: Move to approve Garco Construction change order #22 for work on the Pavilion and Promenade project in the amount of \$7,988, plus tax			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Garco Construction Name: Clancy Walsh Email address: clancy@garco.com Phone: 509-535-4688			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke DLarnold@spokanecity.org Requester: Berry Ellison AnnaValdez@hillintl.com Grant Management Department/Name: LorraineMead@hillintl.com			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: 7089. (Pav) 3346 49575 94000 56203 48114 899 (Prom) 3346 49574 94000 56301 48120			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: Business license expiration date: 3.31.20 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



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: 22	Change Order Effective Date: 12/20/19 (date when executed by both parties)
Project: PAVILION DESIGN-BUILD PROJECT	Design-Builder's Project No: 172100
	Date of Agreement: APRIL 13, 2017
Owner: CITY OF SPOKANE - PARKS & RECREATION DIVISION	Design-Builder: GARCO CONSTRUCTION, INC.

	<u>AREA</u>	<u>DESCRIPTION OF CHANGE</u>	<u>AMOUNT</u>
Item 1	PAV	Add Rough In & Connection of Owner Ice Machine	\$ 4,622
Item 2	PAV	ASI#35 – Change/Add Data & Electrical for TVs	\$ 1,879
Item 3	PAV	Extend Rough In for Reader Board	\$ 588
Item 4	PROM	Replace 2 Sugar Maples at Ram Building	\$ 899
		TOTAL AMOUNT	\$ 7,988

Original Contract Price: \$ 14,500,000

Net Change by Previous Change Orders: \$ 6,125,068

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

Net Change by Change Order No 22 : \$ 7,988

New Contract Price: \$ 24,783,056

Original Contract Substantial Completion Date: May 30, 2019

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

Adjustments by Change Order No 22 : **0** (calendar days)

Revised Scheduled Substantial Completion Date

August 2, 2019

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: _____

Added Ice Machine CO

12/5/2019

ITEM #1



Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	PCE to Install Ice Machine as Noted In the Conformed Set	1.0	LS				4,348.00	-	-	-	4,348	4,348
			LS					-	-	-	-	
SUB-TOTALS								-	-	-	4,348	4,348
ADD-ONS:								15.00% (of Labor, Material & Equip.)				-
								4.00% (of Subcontract)				174
SUB-TOTAL											4,522	
Insurance								1.00% (of Subtotal)				45
Bond Premium								0.75% (of Subtotal)				34
SUB-TOTAL											4,601	
B & O Tax								0.47% (of Subtotal)				21
TOTAL - CHANGE ORDER REQUEST											\$	4,622

SPECIFIC EXCLUSIONS:

1. WSST

OK
DE



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

Proposal

PROPOSAL SUBMITTED TO Garco Construction	DATE 3/4/19
STREET 4114 E Broadway	JOB NAME MOD-57 Added Ice Machine
CITY, STATE, AND ZIP CODE Spokane WA 99202	JOB LOCATION 507 N Howard St Spokane, WA 99201
ATTN: Rob Decker	PHONE: 509-535-4688

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

General Inclusions

- Includes electrical connection of owner supplied Ice machine that is not shown on the conformed set of drawings.
- Includes up to 150' of raceway and conductors.
- Includes a new 40/2 breaker for ice machine.
- Includes local disconnects as required.

General Exclusions

- Tax.
- Excavation.
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Bond.
- Engineering Fee's
- Scope added or modified after engineers design.
- Roof penetration.
- Start up of machine, mechanical connections and placement of unit

Price \$4,348.00

Thank you for the opportunity,

Steve Gilbertz
509-481-0465
PM/Estimator

DESCRIPTION OF WORK;

JOB #2014: ID RFP Pavillion1

Combined All - Job File Pricing

JOB NAME RIVERFRONT PARK-PAVILION

Power City Electric, Inc

EST. #27: ID RFP PAV

3327 E. Olive Ave.

ESTIMATE ADDED ICE MACHINE

Spokane, WA 99202

PRINTED 3/4/2019 1:08:34 PM

509.535.8500

DATA SET #1: Comm Indust UPC_EST_NECA ...

FAX: 509.535.8598

sgilbertz@powercityelectric.com

NOTES

Item				Material	Labor
Size	Item Desc	Qty	UOM	Mat Ext	Lbr Ext
1"	EMT	150.00	FEET	172.50	8.2500
8	THHN STR CU	495.00	FEET	143.55	5.4450
	Constructibility review to date by Todd	1.00		0.00	4.0000
	core drill	2.00		50.00	3.0000
60A	HD 3PNF 600V NEMA 1	1.00	EACH	317.20	3.0000
(LABOR ITEM)	SMALL EQUIP TO CONN	2.00	EACH	7.00	2.5000
30A	HD 3PNF 600V NEMA 3R	1.00	EACH	317.20	2.2000
10	THHN STR CU	165.00	FEET	27.26	1.4850
1"	EMT STEEL SS COUP	19.00	EACH	8.17	1.1400
40/2	CIRCUIT BREAKER	1.00	EACH	100.00	0.6400
1"	UNISTRUT STRAP	19.00	EACH	13.91	0.5700
1"	EMT 90 ELBOW	2.00	EACH	9.22	0.5000
1"	PLASTIC BUSHINGS	2.00	EACH	0.69	0.5000
1"	EMT STEEL SS CONN	4.00	EACH	1.69	0.4800
SMALL	WIRE TERM-LABOR ONLY	4.00	EACH	0.00	0.4800
1/2"	LIQUIDTITE CONDUIT	4.00	FEET	4.66	0.2400
	SCOTCHLOCKS-RED	6.00	EACH	0.71	0.2400
1/2"	LIQUIDTITE ANGLE CON	2.00	EACH	7.64	0.2400
1/2"	LIQUIDTITE STR CONN	2.00	EACH	4.69	0.2400
12	THHN STR CU	24.00	FEET	2.59	0.1680
12	THHN CU GREEN	8.00	FEET	1.03	0.0480
1/2"	GRC COUPLING	2.00	EACH	3.28	0.0000
Grand Totals				1,192.97	35.3660



Hill International

12/04/19

Pavilion – RI/Connect Owner Ice Machine

Based on the subcontractor pricing, this was negotiated and accept by Parks.

Lorraine Mead

Power City Electric
Added Receptacle and Data CO

12/5/2019

ITEM #2



Phase	Description			UNIT PRICES				TOTALS				
		Quan.	Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	PCE To Add Receptacle and Data	1.0	LS				1,767.55	-	-	-	1,768	1,768
			LS					-	-	-	-	
SUB-TOTALS								-	-	-	1,768	1,768
ADD-ONS:								OH&P: on Garco (as subcontractor) self-performed work.				-
								OH&P: on Garco (as subcontractor) subcontracted work				71
SUB-TOTAL											1,838	
								Insurance				18
								Bond Premium				14
SUB-TOTAL											1,870	
								B & O Tax				9
TOTAL - CHANGE ORDER REQUEST											\$	1,879

SPECIFIC EXCLUSIONS:

1. WSST

OK
BE



Supplemental Instruction

PROJECT NAME:	Riverfront Park Pavilion
PROJECT NUMBER:	111-17036
SUBJECT:	Owner Requested Outlet Location Revisions and Data Outlet Add
DUE DATE:	
ID:	ASI-035
SENDER ID:	
INITIATED BY:	Berry Ellison
REASONS:	Owner's Request/Action
DISCIPLINE:	Electrical
STATUS:	Draft
CONTRACT:	
DESCRIPTION:	Team,

Please see attached revised drawings and note the following revisions:

- *SHEET E3.02 & E4.02, FLOOR PLAN – WEST BLDG – SW – LOWER LEVEL*
 - *REVISE: The location of the TV provisions (rec & data) in EVENT PREP AREA room 114 from the north wall to the south wall as shown in the marked up drawings. Maintain the same mounting heights.*
 - *ADD: A new unswitched receptacle and data connection for a TV in BREAK room 115 on the west wall where the marker board is shown. Mount the new TV provisions at 60" above finished grade. Energize the new unswitched receptacle from panel SL3.*
- *Revise marker board location to be on south wall, adjacent to lockers.*

Thank you,

Rob Kuffel



FLOOR PLAN - WEST BLDG - SW - LOWER LEVEL - POWER
 Scale: 1/8" = 1'-0"

NAC
 ARCHITECTURE
 nacarchitecture.com

UPPER BRASS CAP ON CONCRETE WALL AT SW CORNER OF HOWARD STREET BRIDGE.
 CURRENT DESIGN STANDARDS
 CCS - ADOPTED 2005
 CITY DATUM
 SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY



CITY OF SPOKANE, WASHINGTON
 DEPARTMENT OF PARKS AND RECREATION
 808 WEST SPOKANE FALLS BLVD.
 SPOKANE, WASHINGTON 99204-3430
 (509) 325-4238

PROJECT TITLE: RIVERFRONT PARK US PAVILION
 CONFORMED SET
 SHEET TITLE: FLOOR PLAN - WEST BLDG - SW - LOWER LEVEL - POWER

CONFORMED SET



REVISIT DATE: 10/20/19
 DIGITALLY SIGNED: [Signature]
 TITLE OF SIGNATURE: ARCHITECTURAL
 CITY PURCHASING NUMBER: 0PR2011-0373
 DRAWING NUMBER: E3.02



FLOOR PLAN - WEST BLDG - SW - LOWER LEVEL - SYSTEMS
Scale 1/8" = 1'-0"

CONFORMED SET



DIGITALLY SIGNED: [Signature]
DATE OF SIGNATURE: [Date]
CITY PURCHASING NUMBER: [Number]
DRAWING NUMBER: E4.02

BY	AS/JS	12/19/18
REVISIONS		DATE

NAC
ARCHITECTURE
nacarchitecture.com

ELEVATION	REMARK	HORIZONTAL DATUM
DATE	REV. 001	VERTICAL DATUM
CITY DATUM	SCALE	

BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

CURRENT DESIGN STANDARDS
CCS-ADOPTED 2015



CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF PARKS AND RECREATION
800 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3340
(509) 825-4200

PROJECT TITLE: RIVERFRONT PARK US PAVILION
CONFORMED SET
SHEET TITLE: FLOOR PLAN - WEST BLDG - SW - LOWER LEVEL - SYSTEMS



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

Proposal

PROPOSAL SUBMITTED TO Garco Construction	DATE 1/8/19
STREET 4114 E Broadway	JOB NAME MOD-45 ASI-35 added recep and data
CITY, STATE, AND ZIP CODE Spokane WA 99202	JOB LOCATION 507 N Howard St Spokane, WA 99201
ATTN: Rob Decker	PHONE: 509-535-4688

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

Inclusions

- Qty(1) added uncontrolled Recep fed from panel SL3.
- Qty(1) added Data jack
- Relocated devices as shown

General Exclusions

- Tax.
- Excavation.
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Engineering Fee's and design

ASI #35
12/19/18

Total Price \$1,768.00

Thank you for the opportunity.

Steve Gilbertz
509-481-0465
PM/Estimator

Proposal Acceptance:		
Authorized Customer Signature	Printed Name	Date



JOB MOD45-Rough in only for relocated butterfly
PROJECT Riverfront Park Pavilion

MATERIAL TOTAL	\$641.21
LABOR TOTAL	\$803.40
JOB EXPENSE	\$92.39
SUBTOTAL	\$1,537.00
OH & P	\$230.55
TOTAL	\$1,767.55

DESCRIPTION OF WORK;



CHANGE ORDER #02

Date: 1/7/19

To: Power City Electric

Spokane, WA

Job Name: Pavilion

P.O. Number:

PC Job Number: 420820

SCOPE OF CHANGE: ASI-35

Add 2 each Cat 6 cables in Room 115. All pathway except j-hooks to be furnished by Power City Electric.

TOTAL ADDITION

\$524.00

ACCEPTED BY:

Signature

Date

Print Name/Title

Department

CHANGE ORDER PROPOSAL (COP)

JOB NAME Pavilion

COP # _____ DATE 1/7/2019
RFI # _____ PowerCom JOB # 420820
ASI-35 PowerCom COP # _____

PROPOSAL DESCRIPTION: Added Cabling

LABOR COST		\$	266
MATERIAL COST		\$	178
EQUIPMENT COST		\$	-
SUBTOTAL		\$	444
PERMIT		\$	-
SUB TOTAL		\$	444
OVERHEAD	12%	\$	53.29
PROFIT	6%	\$	26.65
SUB TOTAL		\$	524
SUB CONTRACTORS QUOTE		\$	-
OVERHEAD/PROFIT	4%	\$	-
SUB TOTAL		\$	-
B & O TAX	0.0000%	\$	-
SELLING PRICE		\$	524

- 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 Cabling

FA #	ASI-35	DATE	01/07/19
RFI #	0	PowerCom JOB #	420820
		PowerCom COP #	2

DIRECT LABOR COSTS

Technician labor (per attached)		4	Hours @	\$	45.18	172
Safety	2.0% labor hours	0	Hours @	\$	45.18	3
Direct Supervision	15.0% labor hours	1	Hours @	\$	45.71	26
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
Total Direct Labor Cost					\$	266

Material Costs (per attached)

Material (per attached)				\$	159	
Storage	0.0% of material				0	
Consumables	2.0% of craft labor				5	
Small Tools	5.0% of craft labor				13	
Total Material Cost					\$	178

Equipment Cost (per attached)

	\$	-
	\$	-
Total Equipment Cost	\$	-
Total Sub Quotes		0

Top Sheet

Job Name Pavilion

Scope of Work: ASI -35

Description	Qty	Price	Per	Ext	Labor	Per	Ext
Cat 6 Plenum	250	\$ 0.50	E	\$ 125.00	0.007	E	1.75
Cat 6 Jacks	2	\$ 6.10	E	\$ 12.20	0.3	E	0.60
Faceplate	1	\$ 8.35	E	\$ 8.35	0.05	E	0.05
Copper Testing	2	\$0.00	E	\$ -	0.5	E	1.00
Patch Panel Termination	2	\$ 6.88	E	\$ 13.75	0.2	E	0.40
	0	\$ -	E	\$ -	0	E	-
	0	\$ -	E	\$0.00	0	E	-
	0	\$ -	E	\$0.00	0	E	-
	0	\$ -	E	\$ -	0	E	-
	0	\$ -	E	\$ -		E	-
	0	\$ -		\$ -		E	-
	0	\$ -	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
				\$ 159.30			
							3.80
							Labor Rate \$ 45.18
							Total Labor Cost \$ 171.67
							Total Material Cost \$ 159.30

JOB #2014: ID RFP Pavillion1

JOB NAME RIVERFRONT PARK-PAVILION

EST. #21: ID RFP PAVilion

ESTIMATE ASI-35 added recep and data

PRINTED 1/8/2019 11:08:36 AM

DATA SET #1: Comm Indust UPC_EST_NECA ...

ASI-35 1/8/19

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
	core drill	1.00		20.00	2.0000
1"	EMT 90 ELBOW	2.00	EACH	8.78	0.5000
3/4"	EMT 90 ELBOW	2.00	EACH	5.55	0.4400
4-11/16 SQ BOX	2-1/8D 1/2 & 3/4 KO	1.00	EACH	1.71	0.4500
20A	DX REC HUBBELL CR20I	1.00	EACH	1.50	0.3000
	CADDY MSF SNAP ON	2.00	EACH	1.82	0.1000
4 SQ BOX	2-1/8D 1/2 & 3/4 KO	1.00	EACH	0.87	0.3000
1"	EMT	20.00	FEET	15.51	1.1000
1"	UNISTRUT STRAP	3.00	EACH	2.20	0.0900
3/4"	UNISTRUT STRAP	7.00	EACH	4.80	0.2100
	#12 GRD PIGTAIL	1.00	EACH	0.57	0.0200
3/4"	EMT	50.00	FEET	23.27	2.5000
	CADDY FAR SIDE SUPT	2.00	EACH	0.89	0.4000
4 SQ	5/8D 1G PLASTER RING	2.00	EACH	0.88	0.3000
1"	EMT STEEL SS COUP	6.00	EACH	2.58	0.3600
1"	EMT STEEL SS CONN	2.00	EACH	0.84	0.2400
1"	PLASTIC BUSHINGS	2.00	EACH	0.68	0.5000
1G	IVORY PLATE 1 DUPLEX	1.00	EACH	0.29	0.1000
3/4"	EMT STEEL SS COUP	9.00	EACH	2.47	0.4500
3/4"	EMT STEEL SS CONN	2.00	EACH	0.45	0.2000
3/4"	PLASTIC BUSHINGS	2.00	EACH	0.45	0.4000
12	THHN STR CU	180.00	FEET	20.19	1.2600
	SCOTCHLOCKS-YELLOW	4.00	EACH	0.39	0.1200
	TRUE TAPE	25.00	FEET	0.54	0.0250
SMALL	WIRE TERM-LABOR ONLY	3.00	EACH	0.00	0.3600
Grand Totals				117.21	12.7250



Hill International

12/04/19

Pavilion – ASI#35 Change/Add Data & Electrical for TVs

Based on the subcontractor pricing, this was negotiated and accept by

Parks. Lorraine Mead

Power City Electric Installation
Of Reader Board @ Ticket Booth



ITEM #3

12/5/2019

Phase	Description			UNIT PRICES				TOTALS				
		Quan.	Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	PCE to Install Reader Board	1.0	LS				553.53	-	-	-	554	554
			LS					-	-	-		
SUB-TOTALS								-	-	-	554	554
ADD-ONS:								OH&P: on Garco (as subcontractor) self-performed work.				-
								OH&P: on Garco (as subcontractor) subcontracted work				22
SUB-TOTAL											576	
Insurance								1.00% (of Subtotal)				6
Bond Premium								0.75% (of Subtotal)				4
SUB-TOTAL											586	
B & O Tax								0.47% (of Subtotal)				3
TOTAL - CHANGE ORDER REQUEST											\$	588

SPECIFIC EXCLUSIONS:

1. WSST

OK
[Signature]





Hill International

12/04/19

Pavilion – Extend Rough In for Reader Board

Based on the subcontractor pricing, this was negotiated and accept by Parks.

Lorraine Mead

Papillon Building Tree Replacement

11/21/2019



ITEM #4

Phase	Description		UNIT PRICES				TOTALS					
		Quan.	Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Clearwater Summit to Replace Sugar Maples Curbside of Howar and Mallon. Damaged During Demolition.	1.0	LS				845.25	-	-	-	845	845
			LS					-	-	-	-	
SUB-TOTALS								-	-	-	845	845
ADD-ONS:				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)				34
								SUB-TOTAL				879
Insurance								1.00% (of Subtotal)				9
Bond Premium								0.75% (of Subtotal)				7
								SUB-TOTAL				894
B & O Tax								0.47% (of Subtotal)				4
TOTAL - CHANGE ORDER REQUEST												\$ 899

SPECIFIC EXCLUSIONS:

1. WSST

ok
BE

**CLEARWATER • SUMMIT GROUP INC.**

Landscape Design & Construction

5/28/2019

RE: Install 2 Maples Outside of Scope

Remove 2 dead maples outside scope of work and replace with new. Excavate two maples from existing tree wells and dispose. prepare holes for new trees, backfill with suitable soil for new trees. No machine work allowed so existing concrete would not be damaged.

Materials	QTY	Unit Measur	Unit Cost	Total Cost
Sugar Maple (2")	2	EA	\$ 160.00	\$ 320.00
			\$ -	\$ -
Total Material Cost				\$320.00

Labor

Working Foreman	1	Hrs	\$ 55.00	\$ 55.00
Landscape Labor	8	Hrs	\$ 45.00	\$ 360.00
Total Labor Cost				\$ 415.00

Equipment

Skid Steer		Hrs	\$ 46.63	\$ -
Mini Excavator		Hrs	\$ 46.76	\$ -
Crew Truck		Days	\$ 120.00	\$ -
Total Equipment Cost				\$ -

Total Material, Labor & Equipment**\$735.00****Subtotal****\$735.00**

Overhead & Profit - 15%

\$ 110.25**Total****\$845.25****Project Manager**

Carlos Lima

Email: Clima@clearwatersummitgroup.com

Cell: 208-818-4073



Hill International

12/04/19

PROM – Replace 2 Sugar Maples at Ram Building

Based on the subcontractor pricing, this was negotiated and accept by Parks.

Lorraine Mead

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	Dec. 9, 2019		
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	PlayCreation/West Havermale playground equipment purchase (\$326,655.13, tax inclusive)		
Begin/end dates	Begins: 12/20/2019	Ends: 10/30/2020	<input type="checkbox"/> Open ended
Background/history: Purchase play equipment from PlayCreation using the state NASPO contract for West Havermale playground, a donor-funded project.			
Motion wording: Move to approve the PlayCreation equipment purchase for West Havermale playground in the amount of \$326,655.13, tax inclusive.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke AnnaValdez@hillintl.com Requester: Berry Ellison tprince@spokanecity.org Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: 326,655.13 Budget code: 5901 TBD			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input checked="" type="checkbox"/> UBI: 602 429 413 Business license expiration date: 9.30.20 </div> <div> <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

West Havermale - Shane's Inspiration
Quote #1912-7864R



Spokane Parks & Recreation
808 W. Spokane Falls Blvd # 5
Spokane, WA 99201
Jo-Lynn Brown | 509.625.6264
jlbrown@spokanecity.org

APPROVAL SIGNATURE

signature

print name

date

PO#

PROJECT LOCATION:

Please advise

Date	Lead Time	Terms	Quoted by
December 13, 2019	8 - 12 weeks	see attached	John Larson 206.940.1108

Quantity	Drawing / Model #		per unit	Total
1	1138563-01-06	Custom PlayBooster Playground per attached itemized sheet, manufactured by Landscape Structures		\$ 312,390.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		NASPO; Washington Master Contract No. 04216		\$ (24,991.20)
				\$ -

Issue Purchase Order to:
Landscape Structures, Inc.
attention: Misty Link
601 - 7th Street South
Delano, MN 55328-0198
MistyLink@playlsi.com
763.972.5591



Send Purchase Order for Processing to:
PlayCreation, Inc.
attention: John Larson
2104 SW 152nd Street, ste 1
Burien, WA 98166
JohnL@PlayCreation.com
206.932.5778 fax

Sub Total	\$ 287,398.80
Freight	\$ 12,560.00
Tax 8.9%	\$ 26,696.33
TOTAL	\$ 326,655.13

PlayCAD Quote

Date: 12/12/2019

Rep Organization: PlayCreation, Inc.
Contact John Larson

Design No: 1138563-01-06

Project Title: Riverfront Park - Shane's Inspiration

Location: Spokane, WA 99223

PlayBooster® (2-12 years)						
PHASE-1 Direct Bury Mixed Material			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2019)
PlayBooster®						
Custom						
1	CP012898	12" CURVED WOOD-GRAIN RPL BOAT SWAY FUN, Woodgrain dinghy themed Sway Fun. Cedar and Mink RPL planks curved to fit shape. RPL table w activities and post w post-mounted ships wheel by opposite bench. Includes 171539 ramp deck extension, 120325 concrete ramp berm exit plate, (4) 92" posts, CP002836 double extension deck and (2) permalene curbs			1740.0	35,345.00
1	CP010028	TSTF HEADLINE PANEL - NATURE THEME, Double-sided mounted 4i above grade. Includes (2) custom 80i deck post.			193.0	1,815.00
1	CP010029	TSTF WHY PANEL - NATURE THEME, Double-sided mounted 4i above grade. Includes (2) custom 80i deck post.			193.0	1,815.00
Motion & More Fun						
1	166809A	E-Pod Seat			11.0	280.00
Posts						
1	154883D	221" Steel Post (60" Bury) For CoolTopper Single Post Pyramid Roof			188.0	710.00
Roofs						
1	154884A	CoolToppers Single Post Pyramid Roof DB Only ¹			145.0	3,000.00
Freestanding Play						
Custom						
1	CP012822	GFRC CUSTOM BALANCE BEAM AND HANDRAIL BARRIER, Includes RPL beam, 2 basalt rock steppers at 8i and 16i, powdercoated handrail mesh barrier, No Configurable Colors			1200.0	9,550.00
1	CP012717	GFRC SAND TABLE, 3 Tier with wheelchair accesible section - River theme, No Configurable Colors			1200.0	29,990.00
1	CP012716	GFRC SENSORY WALL - SPOKANE RIVER, Approx 12ft L x 3ft W x 7ft H - includes K-			2500.0	84,900.00

PlayCAD Quote

Date: 12/12/2019

Rep Organization: PlayCreation, Inc.
Contact John Larson

Design No: 1138563-01-06

Project Title: Riverfront Park - Shane's Inspiration

Location: Spokane, WA 99223

PlayBooster® (2-12 years)						
PHASE-1 Direct Bury Mixed Material			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2019)
		scope, rainwheel, 3 gazing balls, No Configurable Colors				
3	CP014314	ROPE PULL CLIMBER FOR 3' ELEVATION CHANGE HILL, Approximately 9'6" in plan. Includes clamps, 4 roto knots and one post	192.0	1,840.00	576.0	5,520.00
1	CP001912	SHANES AGE SIGN 5-12, Double sided DigiFuse® Shanes sign with 5-12 age info on one side and logo and verbiage on the other. All in branded colors.			80.0	1,405.00
1	CP014568	SKYWAYS® HYPAR SAIL, 4 Columns +1 HDPE Top - w/ 8'-16' Entry - Approx. 840 Sq Ft - Est. Foundation 36" x 8' Deep Pier, No Configurable Colors			0.0	20,100.00
1	CP014569	SKYWAYS® JOINED SHADE SAILS, 7 Columns +3 HDPE Tops - w/ 8'-20' Entry - Approx. 1,990 Sq Ft - Est. Foundation 36" Diam. x 8' Deep Pier, No Configurable Colors			0.0	40,315.00
4	CP001490	SKYWAYS® RAPID RELEASE®, Shade Sail Rapid Release®, No Configurable Colors		1,270.00	0.0	5,080.00
1	CP006976	STRAIGHT 72" X 6" X 12" WOOD-GRAIN RPL BALANCE BEAM, 12" tall for 2-5 use.			19.0	630.00
Motion & More Fun						
1	247189A	Chill Spinner DB			92.0	1,850.00
1	249558A	We-Go-Round w/Nature DigiFuse Panels 2 Seats DB Only ¹			2107.0	27,500.00
1	158105A	Wobble Pod DB Only			122.0	1,390.00
Sensory Play						
1	168107A	Bongo Panel			33.0	900.00
1	168099A	Cozy Dome DB			247.0	4,025.00
1	168108A	Kaleidospin Panel			53.0	2,750.00
1	168104A	Optigear Panel			41.0	2,750.00
1	250341A	Rhapsody Tongue Drum Junior w/Mallet DB			36.0	2,450.00
1	176457A	Roller Table DB ¹			542.0	10,690.00
4	168100A	Sensory Play Center Wall DB	88.0	1,215.00	352.0	4,860.00
2	168101A	Sensory Play Center Wall End DB	38.0	810.00	76.0	1,620.00

PlayCAD Quote

Date: 12/12/2019

Rep Organization: PlayCreation, Inc.
Contact John Larson

Design No: 1138563-01-06

Project Title: Riverfront Park - Shane's Inspiration

Location: Spokane, WA 99223

PlayBooster® (2-12 years)						
PHASE-1 Direct Bury Mixed Material			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2019)
5	168661A	Sensory Play Station Plate			0.0	0.00
1	168106A	Xylofun Panel			29.0	2,010.00
Swings						
1	221292A	5" Arch Swing Frame 8' Beam Height Only			204.0	2,600.00
2	177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height	48.0	780.00	96.0	1,560.00
1	173592A	Oodle Swing DB Only ¹			395.0	4,980.00
SUMMARY						
		CONCRETE (cu-ft)	FOOTINGS (count)	LABOR* (man-hours)	WEIGHT (lb)	PRICE (2019)
PlayBooster® (2-12 years) PHASE-1		164.8	51	81.0	12,470.0	312,390.00
ALL PHASES						
	PlayBooster®	20.5	5	11.3	2,470.0	42,965.00
	Freestanding Play	144.3	46	69.8	10,000.0	269,425.00
	Total	164.8	51	81.0	12,470.0	312,390.00

- The Safety Zone was not specified.
- Estimated man-hours do not include hours for custom product installation or site preparation.
- ¹ This Quote has a total weight above 5,000 lbs or product(s) that require a freight quote. Freight tables cannot be used - Please contact LSI for a freight quote.
- SkyWays – This Quotation does not specify concrete requirements or labor hours for the installation of SkyWays products. Please contact your local Landscape Structures Sales Consultant or refer to the Installation Instructions for details.
- This quote is valid for 60 days. Purchase orders submitted with an expired quote are subject to price changes. Custom freight quotes are valid for 30. Expired custom freight quotes are subject to changes.
- Manufacturing time for this project will be 12 weeks from the time of LSI's order acceptance.
- *Labor is not included in this equipment quote.



Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2019 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2019



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (*inside the U.S.A.*)
763.972.5200 (*outside the U.S.A.*)
playlsi.com



Spokane Park Board

Briefing Paper



Committee	Golf Committee		
Committee meeting date	Dec. 10, 2019		
Requester	Nick Hamad		
Requester phone number	509.363.5452		
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2019-0675		
Item title: (Use exact language on the agenda)	Heritage Links change order #2/Esmeralda Golf Course (\$39,666.83, tax inclusive)		
Begin/end dates	Begins: 12/19/2020 Ends: 05/01/2020 <input type="checkbox"/> Open ended		
Impact if not approved at this time	Delay pipe installation until spring 2020, delaying project completion.		
Background/history: Change order #2 with Heritage Links for the Esmeralda Golf Course irrigation renovation project adds the installation of underground electric conduit for future driving range lighting wire, six new valves for future course perimeter plantings along Freya and Ray, and adjusts total payment for installed quantities of unit price irrigation equipment.			
Recommendation/motion wording: Recommend change order #2 with Heritage Links for the Esmeralda Golf Course irrigation renovation project in the amount of \$39,666.83, tax inclusive.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Name: <u>Heritage Links</u> Email address: <u>TimH@heritage-links.com</u> Phone: <u>281.866.0909</u>			
Distribution:			
Parks – Accounting		<u>Mark Poirier</u>	
Parks – Pamela Clarke		_____	
Requester: <u>Nick Hamad</u>		_____	
Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$39,666.83		Budget code: 5901-79214-94000-56314	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> Business license expiration date: 601-849-821; exp: 06/30/20		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 2**

NAME OF CONTRACTOR: Lexicon d/b/a/ Heritage Links

PROJECT TITLE: Esmeralda Golf Course Irrigation Renovation

CITY CLERK CONTRACT NUMBER: OPR2019-0675

=====	
DESCRIPTION OF CHANGE:	AMOUNT:
Driving Range Conduit Connection (Future Lighting)	\$13,867.00
Added Drip Zone Valves (Future Perimeter Plantings)	\$11,835.00
Installed Equipment Count Adjustment	\$10,723.00

=====

TOTAL AMOUNT: \$36,425.00

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$1,981,983.09
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 82,703.00
CURRENT CONTRACT AMOUNT	\$2,064,686.09
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 36,425.00
REVISED CONTRACT SUM	\$2,101,111.09

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	05/01/2020
CURRENT COMPLETION DATE	05/01/2020
REVISED COMPLETION DATE	05/01/2020

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

Approved as to form: _____ Assistant City Attorney

AIA DOCUMENT G701
CHANGE ORDER

OWNER []
ARCHITECT []
CONTRACTOR x
FIELD []
OTHER []

PROJECT: CHANGE ORDER NUMBER: 2
Esmeralda Golf Course
DATE: 11/18/2019
TO OWNER: PROJECT NO: 700-7326
City of Spokane Parks and Recreation
808 W. Spokane Falls Boulevard
Spokane, WA 99201
CONTRACT DATE: 6/13/2019
CONTRACT FOR: Irrigation Project

The Contract is changed as follows:

Description of Work - Additional Items	Quantity	Units	Unit Price	Total
Driving Range Lighting Connection	1	LS	\$ 13,867.00	\$ 13,867.00
Added Drip Zone Valves	1	LS	\$ 11,835.00	\$ 11,835.00
*Taxes Not included in Change Order Amount				
Additional Info:				

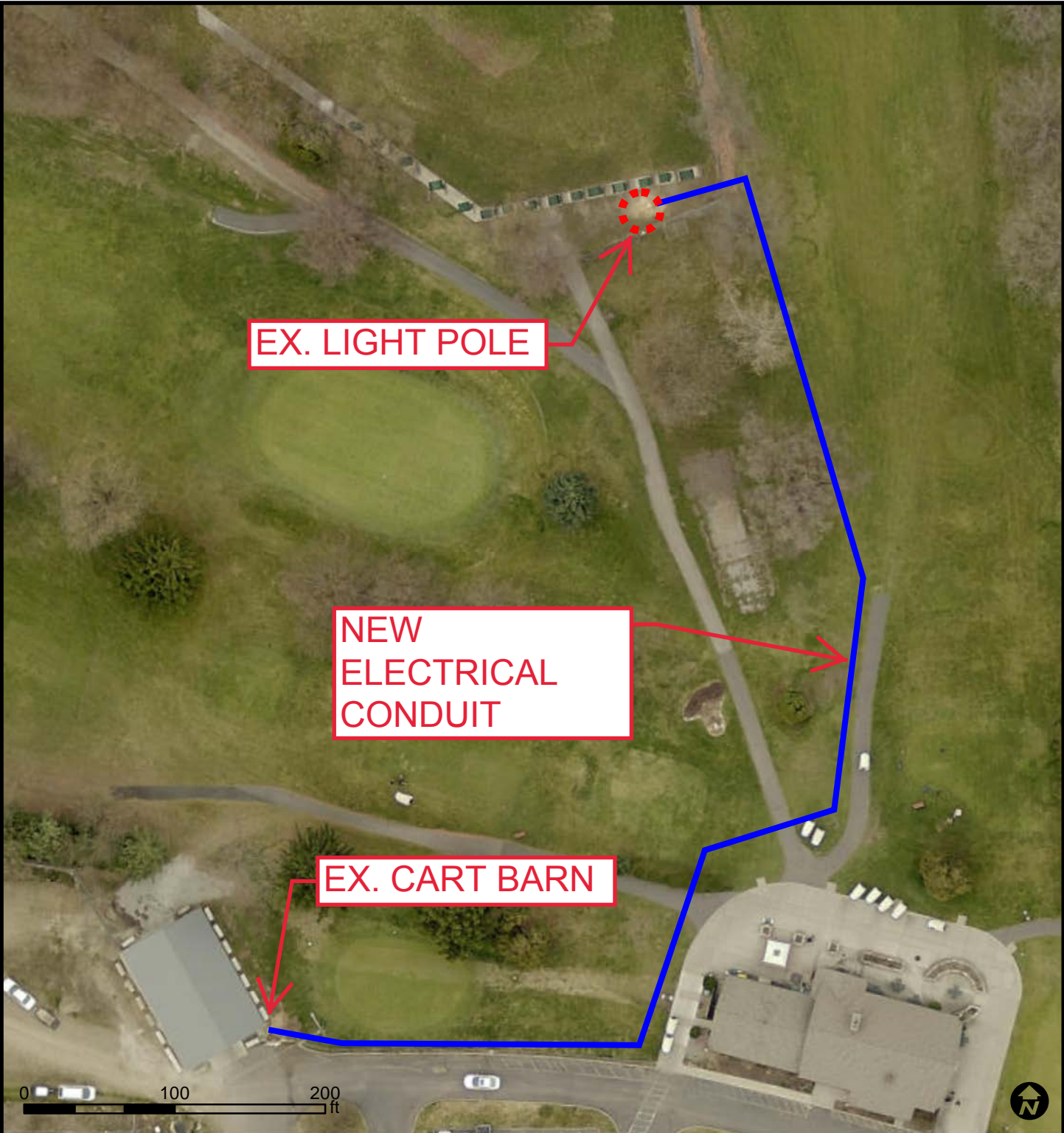
The original (**Contract Sum**) (Guaranteed Maximum Price) was..... \$ 1,981,983.09
Net change by previously authorized Change Orders..... \$ 82,703.00
The (**Contract Sum**) (Guaranteed Maximum Price) prior to this Change Order was..... \$ 2,064,686.09
The (**Contract Sum**) (Guaranteed Maximum Price) will be (**increased**) (decreased)
(unchanged) by this Change Order in the amount of..... \$ 25,702.00
The new (**Contract**) (Guaranteed Maximum Price) including this Change Order will be..... \$ 2,090,388.09

The Contract Time will be (increased) (decreased) (**unchanged**) by 0 days
The date of Substantial Completion as of the date of this Change Order therefore is

Not valid until signed by Owner, Contractor, and Subcontractor:

City of Spokane Parks & Recreation	Heritage Links, a Division of Lexicon, Inc.	
OWNER	CONTRACTOR	
808 W. Spokane Falls Boulevard	6707 Cypress Creek Parkway	
Address (Line 1)	Address (Line 1)	Address (Line 1)
Spokane, WA 99201	Houston, TX 77069	
Address (Line 2)	Address (Line 2)	Address (Line 2)
By (Signature)	By (Signature)	By (Signature)
Typed Name	Typed Name	Typed Name
Date	Date	Date

Driving Range Conduit Connection



Legend

 City of Spokane Boundary

City of Spokane GIS



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Esmeralda Golf Course Irrigation System Final Count November 25 ,2019						
Unit prices will be used to calculate any cost changes in the event equipment is added or deleted. As-builts will be used to determine final installed quantities.						
Line #	Equipment	Bid Quantity	Installed Quantity	Difference	Unit Price	Extended Amount
1	Full circle valve in head with swing joint & wire spaced at 65'	473	510	37	\$683.00	\$25,271.00
2	Part circle valve in head with swing joint and wire spaced at 65'	358	339	(19)	\$698.00	(\$13,262.00)
3	Part circle valve in head with tail nozzle, swing joint and wire spaced at 65'	287	275	(12)	\$708.00	(\$8,496.00)
4	Part circle valve in head short radius sprinkler with swing joint and wire spaced at 40'	75	81	6	\$705.00	\$4,230.00
5	Full circle/part circle block zone sprinkler with swing joint, spaced at 40'	11	16	5	\$180.00	\$900.00
7	Hunter rotary stream sprinkler and nozzle with swing joint for 15' and 30' end & center strip spacing - See Clubhouse	3	2	(1)	\$60.00	(\$60.00)
8	Owner supplied quick coupling valve, furnish and install new swing joint and valve box	62	64	2	\$120.00	\$240.00
9	1" Electric valve assembly for rotary stream sprinkler zones	19	20	1	\$975.00	\$975.00
10	Lateral isolation valve assembly on 4" mainline	114	115	1	\$450.00	\$450.00
11	Lateral isolation valve assembly on 6" mainline	79	80	1	\$475.00	\$475.00
Esmeralda Golf Course Irrigation System Final Count						\$10,723.00

ADDED VALVES FOR
WATER ALONG FREYA &
RAY STREET



Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	Dec. 10, 2019		
Requester	Jason Conley	Phone number: 625-6211	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input checked="" type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2014-0597		
Item title: (Use exact language noted on the agenda)	Spokane Parks Foundation Memorandum of Understanding no-cost extension		
Begin/end dates	Begins: 1/01/2020	Ends: 4/30/2020	<input type="checkbox"/> Open ended
Background/history: The existing MOU between Spokane Parks and Recreation and the Spokane Parks Foundation expires Dec. 31, 2019. It is the desire of both parties to update a new agreement to better reflect the current relationship, party responsibilities and expectations. To allow adequate time for a new agreement to be developed, both parties desire to extend the existing MOU for a period of time not to exceed four months, Jan. 1, 2020, through April 30, 2020. This is a no-cost extension, and allows the Spokane Parks Foundation to continue to support the City Park and Recreation Division's vision and mission as an independent tax exempt corporation to provide additional funding sources for select programs and projects.			
Motion wording: Move to approve a no-cost extension of the existing MOU with the Spokane Parks Foundation for a time not to exceed April 30, 2020.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Parks Foundation Name: Terri Fortner Email address: Terri@spokaneparksfoundation.org Phone: 509 326 5233			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley jkconley@spokanecity.org Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: Budget Neutral			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



City of Spokane
Parks and Recreation Division

**NO-COST EXTENSION TO
MEMORANDUM OF UNDERSTANDING
WITH SPOKANE PARKS FOUNDATION**

This MOU Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION** as ("City"), a Washington municipal corporation, and the **SPOKANE PARKS FOUNDATION**, a Washington State nonprofit, tax exempt corporation, located at 222 West Mission, Ste. 240, Spokane, Washington 99201 (Foundation), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a MOU wherein the Spokane Parks Foundation agreed to support the City Parks and Recreation Division's vision and mission and, as an independent tax exempt corporation, has the opportunity to accomplish more than public funding allows; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 20, 2014, and August 26, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on January 1, 2020.

3. EXTENSION.

The contract documents are hereby extended and shall run through April 30, 2020.

4. COMPENSATION.

There is no additional cost associated with this Extension, therefore, it will be considered a “no-cost Contract Extension”.

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

SPOKANE PARKS FOUNDATION

**CITY OF SPOKANE
PARKS AND RECREATION DIVISION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

12/07/16
83

AGENDA SHEET FOR PARKBOARD MEETING OF: Oct. 13, 2016



Submitting Division
Parks & Recreation

Contact Person
Fianna Dickson

Phone No.
509-625-6297

DEPARTMENT

- ☐ Finance
- ☐ Operations
- ☐ Recreation/Golf
- ☐ Riverfront Park
- ☒ Parks & Recreation

COMMITTEE

- ☐ Riverfront
- ☐ Golf
- ☐ Recreation
- ☐ Land
- ☐ Urban Forestry
- ☒ Finance

CLERK'S FILE
RENEWS
* CROSS REF
ENG
BID
REQUISITION

OPR 2014-0597

(DBA2CF / ~~non-renewal~~)
OPR 2014-0597

AGENDA WORDING:

Move to approve the amended Memorandum of Understanding between the City of Spokane Parks and Recreation Division, and the Spokane Parks Foundation.

RECEIVED

DEC 06 2016

BACKGROUND:

(Attach additional sheet if necessary)

CITY CLERK'S OFFICE

The Memorandum of Understanding with Spokane Parks Foundation (OPR-2014-0597) formalizes and solidifies the relationship, in addition to clarifying that the Foundation is not managed by Spokane Parks and Recreation Division. This amendment extends the existing MOU which expires Dec. 31, 2016.

RECOMMENDATION:

Approve the Finance Committee recommendation to approve the amended MOU between City of Spokane Parks and Recreation Division, and the Spokane Parks Foundation.

Fiscal Impact:

Expenditure: Budget neutral

Revenue:

Budget Account:

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk

SIGNATURES:

Fianna Dickson
Requestor - Fianna Dickson

Mark A. Buening
Dept. Mgr. - Mark Buening

Jan Carley
Director of Parks and Recreation

Nicole Edwards
Parks Accounting - Nicole Edwards

Hunt Whaley
Legal Dept. - Hunt Whaley

DISTRIBUTION: Parks: Accounting
Parks: Pamela Clarke
Budget Manager: Tim Dunivant
Requester: Fianna Dickson

PARK BOARD ACTION:

APPROVED BY
SPOKANE PARK BOARD:

Jan Carley
Oct. 13, 2016

RECEIVED

DEC 05 2016

CITY CLERK'S OFFICE



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPOKANE
AND
Spokane Parks Foundation**

THIS MEMORANDUM OF UNDERSTANDING is made by and between the City of Spokane Parks and Recreation Division, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (the City), and the Spokane Parks Foundation, a Washington State nonprofit, tax exempt corporation located at PO Box 2021, 315 W Mission, Ste 26, Spokane, Washington 99210-2021 (the Spokane Parks Foundation).

WHEREAS, City of Spokane Parks and Recreation Division owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services; and

WHEREAS, the Spokane Parks Foundation wishes to support the City's Parks and Recreation Division's vision and mission and, as an independent tax exempt corporation, has the opportunity to accomplish more than public funding allows; and

WHEREAS, the private independent nature of the Spokane Parks Foundation also provides the added advantage of dedicated donor and volunteer services; and

WHEREAS, the City wishes to support the fund raising activities of, and appropriately recognize, the Spokane Parks Foundation and promote a positive relationship with its staff and volunteer members; and

WHEREAS, the Spokane Parks Foundation wishes to assure the City and its Parks and Recreation Division that it will operate effectively and responsibly consistent with the reasonable expectations of both public and private interests on behalf of, *inter alia*, the City and its Parks and Recreation Division;

THEREFORE, based on the foregoing, the parties enter into the following Agreement:

Section 1. Spokane Parks Foundation Representations. The Spokane Parks Foundation represents and acknowledges the following with regard to its operation and purposes:

- A. The Spokane Parks Foundation operates in support of parks and park programs throughout Spokane County. The Foundation's work will be compatible with the City and its Park and Recreation Division's vision, mission, and goals, and it will support the master plan of the City's Parks and Recreation Division when the Foundation's work involves City Parks and/or Recreation programs.
- B. A major purpose of the Spokane Parks Foundation shall be to secure, purchase, manage and invest privately raised funds for the benefit of parks and park programs throughout Spokane County, including the City's Parks and Recreation Division's parks and programs.
- C. When the Foundation's work involves City parks and/or Recreation programs, the Spokane Parks Foundation shall recruit, manage and coordinate volunteer services in City Parks in such a manner with respect to the City's parks and programs as to maintain full compliance with the City's Parks and Recreation Division's policies and project requirements.
- D. The Spokane Parks Foundation shall obtain advance approval from the Park Board, or its designee, for all projects when the Foundation's work involves City Parks and/or Recreation parks or programs.
- E. Project proposals with respect to a capital project in a City Park shall include comprehensive information pertaining to construction, maintenance, and operation requirements; restrictions; and warranties. Proposals for projects in a City Park with future funding responsibility shall also include a funding plan to meet the obligation.
- F. The Spokane Parks Foundation will continue to operate as a private independent legal entity separate from the City and its Parks and Recreation Division.
- G. The Spokane Parks Foundation will use sound fiscal and auditing procedures.
- H. The Spokane Parks Foundation will not interfere with day-to-day City Parks and Recreation Division operations.
- I. The Spokane Parks Foundation will maintain its status as a 501(c)(3) charitable organization to which contributions are deductible under §§170, 2055, and 2522 of the Internal Revenue Code.

Section 2. Bond and Insurance. The Spokane Parks Foundation shall ensure that officers and staff members are bonded in an amount of not less than \$1,000,000. The premiums payable on the bonds shall be payable from the funds of the Spokane Parks Foundation. Further, the Spokane Parks Foundation shall obtain and maintain general liability and directors' and officers' liability insurance in a reasonable and appropriate amount as determined by the Spokane Parks Foundation Board. The Spokane Parks Foundation shall annually provide the City's Parks and Recreation Division documentation of its compliance with this Section.

Section 3. Accountability and Stewardship. As the City and the Spokane Parks Foundation want to maintain the highest levels of accountability and stewardship, subject to the Confidentiality Policies of the Spokane Parks Foundation and section 7, below, the Spokane

Parks Foundation agrees to share information with the City as reasonably requested, including quarterly reports to the Park Board. It shall develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds.

Section 4. Donor Solicitation.

4.1 Donor Communication. The Spokane Parks Foundation agrees to advise prospective donors of the following:

- A. The Spokane Parks Foundation is a separate legal and tax entity organized for the purpose of encouraging philanthropic support for the benefit of the parks and park programs throughout Spokane County, including City of Spokane parks and park programs.
- B. Responsibility for governance of the Spokane Parks Foundation, including investment of gifts and endowments, resides with the Spokane Parks Foundation's Board.
- C. The Spokane Parks Foundation will follow donor intent with all donations, ensuring that donations are used in the manner agreed upon between the donor, the Spokane Parks Foundation and, to the extent the City's parks or a City park program is the subject of such donation, the City's Parks and Recreation Division.
- D. The Spokane Parks Foundation shall keep donors informed on a timely basis regarding accomplishment of gift purpose. The City Parks and Recreation Division will assist with such communications by providing information regarding funded projects as reasonably requested by the Spokane Parks Foundation.

4.2 Conditions of Gift Acceptance. The Spokane Parks Foundation agrees that in accepting gifts of all kinds, it will:

- A. Advise donors that any restrictive terms and conditions they attach to gifts for the City's Parks and Recreation Division are subject to the City's Parks and Recreation Division approval.
- B. Ensure that gifts designated for specific purposes related to the City's parks or park programs are in compliance with the City's Parks and Recreation Division's master plans, vision, mission and philosophy.
- C. Ensure that gifts related to the City's parks or Park programs are promptly reported to, and to the extent such gifts seek to impose terms, condition, or obligations on the City Parks and Recreation Division, approved for acceptance by the Park Board as presented by the Spokane Parks Foundation in quarterly reports.

- D. Coordinate relevant funding goals, programs and campaigns with the City's Parks and Recreation Division when the Foundation's work involves City Parks and/or Recreation programs.
- E. Follow the Spokane Parks Foundation Donor Relations and Recognition Policy, as approved by the Spokane Parks Foundation Board, including protecting donor identities as requested by donors.

Section 5. Financial Procedures.

5.1 Standards. The Spokane Parks Foundation will hold and invest endowments and funds functioning as endowments on a long-term basis. For this purpose, it should ensure that the following standards are applied:

- A. Prudent Practices.
In general, Spokane Parks Foundation investment procedures should be conducted in accordance with applicable state and federal law. The investments must be consistent with the terms of the gift instrument.
- B. Administration of Income.
Income from investments, net of administrative fees, should be administered in accordance with pertinent Spokane Parks Foundation policies.
- C. Quarterly Reports.
The Spokane Parks Foundation shall include in their quarterly reports to the Park Board a summary of all funds transferred to the City, current program account balances, and any financial activity thereon. The City and the Spokane Parks Foundation shall provide each other with other reports as may be reasonably requested.

Section 6. Financial Statement. The Spokane Parks Foundation shall maintain financial records in accordance with generally accepted accounting principles. Copies of the financial statements and a current list of Spokane Parks Foundation officers and directors shall be made available to the City.

Section 7. Inspection of Spokane Parks Foundation Records. Because private funds are raised to support public projects, the Spokane Parks Foundation will permit, on reasonable notice, authorized City officials or their designees to inspect all Spokane Parks Foundation books and records, except to the extent the inspection violates rights to privacy, confidential donor information or any Spokane Parks Foundation Board policy.

Section 8. Compliance. To ensure donated funds are used in compliance with any Spokane Parks Foundation and/or donor purposes and restrictions, funds will be transferred to the City upon submission and review of a City invoice itemizing use of such funds. If another method of fund transfer is required, it will be mutually agreed upon in advance by the City and the Spokane Parks Foundation.

Section 9. Designation as a Gift. Funds received by the City shall only be accounted for as gifts where the appropriate donor intent is present. Amounts received solely in exchange for services or property shall not be accounted for as gifts.

Section 10. The City's Parks and Recreation Division's Assistance to the Spokane Parks Foundation. As long as the Spokane Parks Foundation complies with all provisions of this Memorandum, the City will assist the Spokane Parks Foundation in the following manner:

- A. Allow the Spokane Parks Foundation to use the name and images of the City's Parks and Recreation Division.
- B. Provide the Spokane Parks Foundation with assistance in Spokane Parks Foundation activities at the discretion of the Director of the Parks and Recreation Division, and consistent with what is permitted under state and federal law.
- C. Assist the Spokane Parks Foundation by suggesting and recommending donors and contributions to the Spokane Parks Foundation.
- D. Recognize Spokane Parks Foundation gifts in the City's Park and Recreation Division's annual report.
- E. Encourage other organizations which undertake activities the goal of which is to assist and improve City parks and/or City park programs to collaborate with the Spokane Parks Foundation.
- F. Provide Parks and Recreation Facilities to the Foundation on a case by case basis for Foundation fund raising purposes at either no cost or at a reduced cost as deemed appropriate by the Parks and Recreation Director.

Section 11. Notice of Non-Compliance – Opportunity to Cure. In the event of non-compliance with any provision of this Memorandum, the non-breaching party shall notify the other party in writing of the event or practice the non-breaching party believes does not comply with this Memorandum. The other party shall, within fifteen (15) days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the non-breaching party that the other party is in compliance. In the event the allegedly breaching party fails to comply within this time period, the non-breaching party may, at its option, terminate this Memorandum and the relationship described herein.

Section 12. Termination. In addition to the method of termination provided for in Section 11, this Memorandum may be terminated by either party by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination. In the event of termination, the Spokane Parks Foundation shall provide the City with an accounting of all funds restricted for City of Spokane Parks and Recreation purposes.

Section 13. Compensation. The City will provide no compensation to officers or employees of the Spokane Parks Foundation.

Section 14. Access to Worksites. The Spokane Parks Foundation will have access to observe and take pictures of project worksites during construction.

Section 15. Ownership / Use after Project Completion. All projects will be owned and maintained by the City and used according to City policies.

Section 16. Assignment. This Memorandum shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract, in whole or in part, its interest in this Memorandum without the prior written consent of the other Party.

Section 17. Anti-Kickback. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Memorandum shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Memorandum.

Section 18. Indemnification. Each party to this Memorandum shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this Memorandum.

Section 19. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

Section 20. Entire Agreement and Amendment. This Memorandum represents the parties' entire agreement with respect to the matters specified herein.

Section 21. Additional Terms and Conditions. Additional terms and conditions may be found in Appendix A.

Section 22. Governing Law and Venue. It is understood that this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this Memorandum shall be in the County of Spokane, Washington.

Section 23. Severability. Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 24. Attorney's Fees. In the event of litigation or arbitration over the terms or performance of this Memorandum, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Section 25. Mediation. Should any dispute arise out of or related to this Memorandum of Understanding or its performance by the parties hereto, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The parties shall select a mediator within ten (10) days of the notice by a party to mediate a claim. Mediation shall be concluded within sixty (60) days of the notice to mediate being made unless extended by the parties by mutual agreement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution of the claim(s). The costs of mediation shall be paid equally by

the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of obtaining attorney's fees and legal costs.

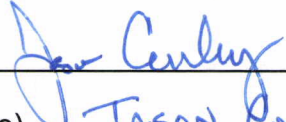
Section 26. Contact Information. Representatives and their contact information, for each party, are as follows:

A. For the City's Parks and Recreation Division contact: (Parks and Recreation Director, City of Spokane Parks and Recreation, 80 W Spokane Falls Blvd, Spokane, WA, 99201).

B. For the Spokane Parks Foundation contact: Executive Director, Spokane Parks Foundation, 222 West Mission Ave, Ste 10, Spokane, Washington, 99201-2341.

Section 27. Term. This Memorandum shall become effective upon execution by both parties and shall terminate on December 31, 2019, unless earlier terminated as provided in Section 12 or renewed by mutual consent of both parties.

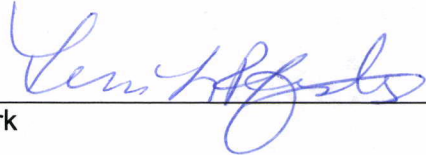
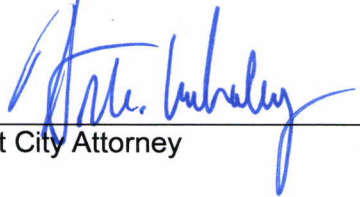
CITY OF SPOKANE PARKS AND RECREATION DIVISION

By  10/17/16
(Name) JASON CONLEY Date
(Title) Executive Officer




Attest:

Approved as to form:

 
City Clerk Assistant City Attorney

SPOKANE PARKS FOUNDATION

By:  11-29-2016
(Name) Heather Beebe-Stevens Date
(Title) Executive Director



City of Spokane
PARKS
& RECREATION

Financial Reports

November 2019



City of Spokane Parks & Recreation

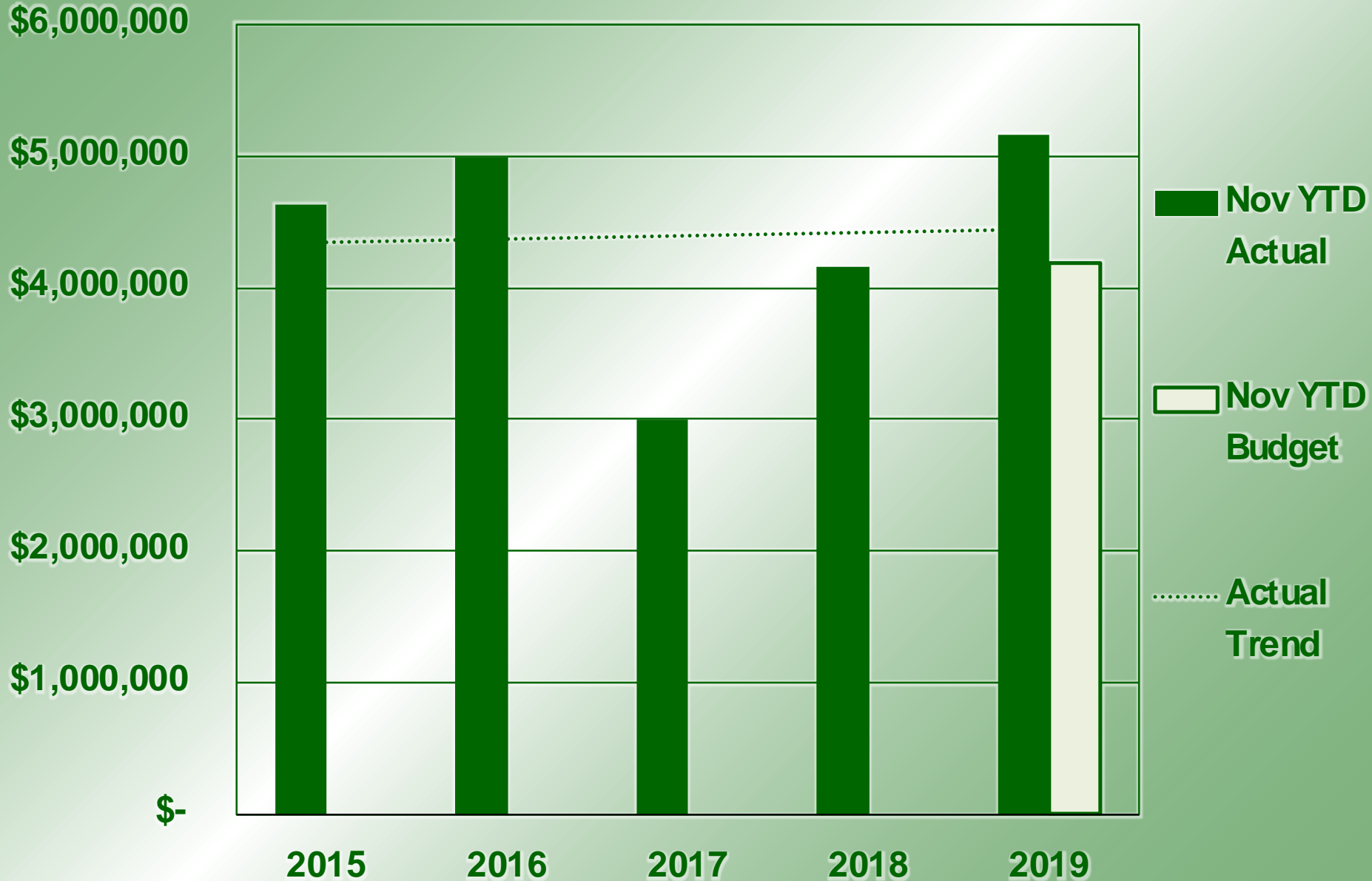
PARK FUND – Revenues & Expenditures

As of November 2019	2019	YTD	YTD	%YTD
(in millions)	Budget	Budget	Actual	Budget
Park Revenue	5.86	4.18	5.17	123.59%
Transfers In	17.05	15.29	14.43	94.37%
Funds Available	22.91	19.47	19.60	100.65%
Expenditures	-20.30	-18.03	-18.50	102.64%
Net Capital Outlay	-4.83	-0.13	-0.65	492.37%
Transfers Out	-0.29	-0.22	-0.15	64.70%
NET	-2.51	1.09	0.30	
Beg. Noncommitted Bal*			-0.20	
End Noncommitted Bal			-0.19	

*For clarification purposes, the 5% Reserve is a reduction against the Beginning Balance.

Park Fund Revenue

5 Year Trend & YTD Budget



City of Spokane Parks & Recreation

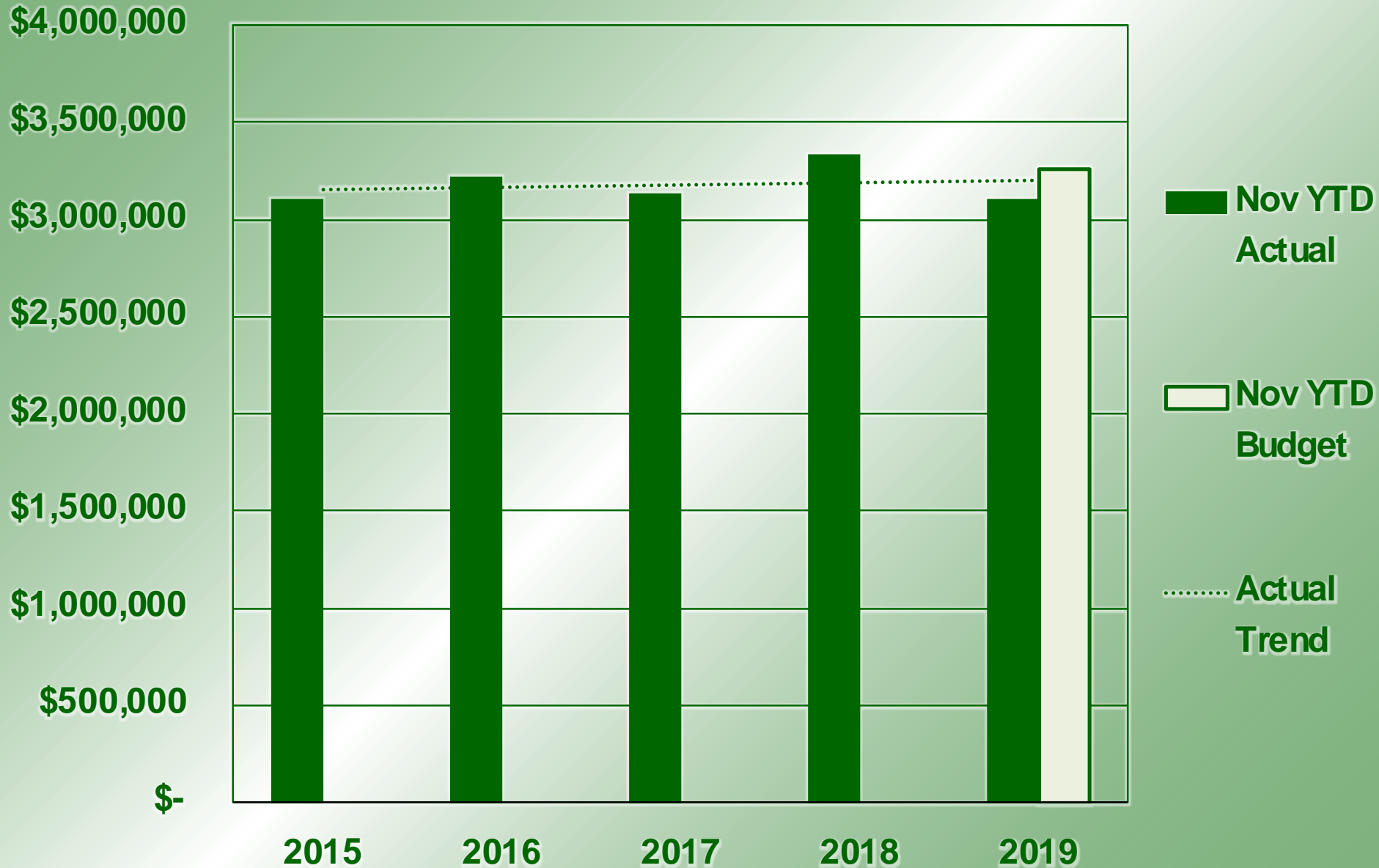
GOLF FUND – Revenues & Expenditures

As of November 2019	2019	YTD	YTD	% YTD
(in millions)	Budget	Budget	Actual	Budget
Golf Revenue	3.81	3.26	3.67	112.51%
Transfers In	0.00	0.00	0.00	0.00%
Funds Available	3.81	3.26	3.67	112.51%
Expenditures	-3.26	-2.96	-2.77	93.77%
Transfers Out	-0.28	-0.28	-0.11	40.94%
Capital Outlay	-0.27	-0.03	-0.10	100.00%
NET	0.00	0.00	0.69	
Beg. Noncommitted Bal*			-0.74	
End Noncommitted Bal**			-0.05	

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

Golf Fund Revenue

5 Year Trend & YTD Budget



Riverfront Park Bond Fund

Project Component	Budget Adopted October 2019	Expended as of November 30,	Committed to Date	Budget Balance
1. South Bank West	\$ 10,412,530.00	\$ 10,412,530.00	\$ -	\$ -
2. South Bank Central	\$ 11,743,839.00	\$ 11,717,325.00	\$ 27,289.68	\$ (775.68)
3. Howard St. SC Bridge	\$ -	\$ -	\$ -	\$ -
4. Promenades & Cent. Trail	\$ 8,179,273.00	\$ 5,929,487.00	\$ 528,149.64	\$ 1,721,636.36
5. Havermale Island	\$ 22,564,788.00	\$ 20,873,586.00	\$ 1,314,071.58	\$ 377,130.42
6. snxw mene?	\$ 1,741.00	\$ 1,741.00	\$ -	\$ -
7. North Bank	\$ 9,504,662.00	\$ 1,082,110.00	\$ 1,122,355.45	\$ 7,300,196.55
8. South Bank East	\$ 156,847.00	\$ 156,847.00	\$ -	\$ -
Program Level	\$ 5,498,692.00	\$ 4,070,523.00	\$ 246,912.44	\$ 1,181,256.56
Total	\$ 68,062,372.00	\$ 54,244,149.00	\$ 3,238,778.79	\$ 10,579,444.21

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee - discussion item at 12/9 meeting		
Committee meeting date	Dec. 9, 2019		
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2016-1022		
Item title: (Use exact language noted on the agenda)	Riverfront Park redevelopment budget amendment #9		
Begin/end dates	Begins: 12/20/2019	Ends: 12/31/2020	<input type="checkbox"/> Open ended
Background/history: The budget amendment is necessary to properly allocate funds to various project budgets. The proposed budget reallocations are based on actual costs-to-date, forecasts, commitments of the Master Plan, agreements with other departments and Park Board authorized additional expenditures.			
Motion wording: Move to approve Riverfront redevelopment budget amendment #9.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: _____ <div style="float: right; text-align: right;"> JLBrown@spokanecity.org dlarnold@spokanecity.org AnnaValdez@hillintl.com </div>			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

Budget Update Overview

Summary of Changes from October 2019 - December 2019

South Bank Central [Net Bond Change: Add of \$778]

- Added \$778 from Program Level contingency to closeout project

Promenades [Net Bond Change: \$0]

- Non-Bond: \$54,811 added for the waterline improvements
- Non-Bond: \$1,653 added for promenade and signage improvements

West Havermale [Net Bond Change: Add of \$128,000]

- Added \$50,000 for art installation from Program Level art budget
- Added \$78,000 for construction services from Program Level contingency
- Non-Bond: \$1,264,426 added for an all-inclusive playground & Sister Cities improvements

U.S. Pavilion [Net Bond Change: Deduct of \$178,714]

- Deducted **\$178,714** from unused project contingency to Program Level contingency
- Non-Bond: \$476 added for U.S. Pavilion improvements

North Bank [Net Bond Change: Add of \$388,714]

- Added \$204,734 to North Bank construction from Program level contingency
- Added \$184,000 to North Bank construction from Program Level construction contingency
- Non-Bond: \$1,220,260 for intersection improvements and signature basketball court

Program Level Costs [Net Bond Change: Add of \$5,878]

- Added \$332,920 to contingency for additional realized and forecasted interest
- Added \$178,714 to Program Level contingency from unused U.S. Pavilion project contingency
- Deducted **\$204,734** from Program Level contingency to North Bank construction
- Deducted **\$184,000** from Program Level construction contingency to North Bank construction
- Deducted **\$78,000** from Program Level contingency to West Havermale construction services
- Deducted **\$50,000** from Program Level art budget to North Bank for art piece installation
- Deducted **\$778** from Program Level contingency to South Bank Central to closeout project
- Non-Bond: **\$16,914** of Parks Foundation funds were deducted

No changes to South Bank West, South Bank East, Howard Street South Channel Bridge, and snx^w mene?

Overall Bond Budget Net Change: Add of \$332,920

Overall Non-Bond Budget Net Change: Add of \$2,524,712.

RIVERFRONT PARK REDEVELOPMENT BOND PROGRAM - DEC 2019 SUMMARY

PROJECT DESCRIPTION		Oct 2019 BASELINE BUDGET	CURRENT PROPOSED BL	VARIANCE to Oct 2019 BUDGET	COST THRU Nov 2019
1	CLOSED: RFP - SOUTH BANK WEST (REC RINK, GONDOLA MEADOW)	\$10,412,530	\$10,412,530	\$0	\$10,412,530
2	RFP - SOUTH BANK CENTRAL (LOOFF CARROUSEL)	\$11,743,838	\$11,744,616	\$778	\$11,717,325
3	CLOSED: RFP - HOWARD STREET SOUTH CHANNEL BRIDGE (HSBS)	\$0	\$0	\$0	\$0
4A	RFP - PROMENADES	\$5,566,400	\$5,566,400	\$0	\$5,525,505
4B	RFP - WEST HAVERMALE	\$2,612,873	\$2,740,873	\$128,000	\$403,983
5	RFP - US PAVILION	\$22,564,788	\$22,386,073	(\$178,714)	\$20,873,586
6	CLOSED: RFP - snxw mene?	\$1,741	\$1,741	\$0	\$1,741
7	RFP - NORTH BANK	\$9,504,662	\$9,893,396	\$388,734	\$1,082,110
8	CLOSED: RFP - SOUTH BANK EAST	\$156,847	\$156,847	\$0	\$156,847
SUBTOTAL		\$62,563,679	\$62,902,477	\$338,798	
9	RFP - PROGRAM LEVEL OWNER COSTS	\$5,498,693	\$5,492,815	(\$5,878)	\$4,431,698
TOTAL		\$68,062,372	\$68,395,292	\$332,920	\$54,605,325

Additional Budget Information

1	2015 Bond Amount	\$ 64,300,000			
2	Initial Recognized Bond Interest	\$ 1,500,000			
3	Bond SubTotal:	\$ 65,800,000			
4	Start with Baseline Budget	\$ 65,475,586			
5	Difference from Baseline Project to the Bond+Interest Total	\$ 324,414			
6	5/12/16 - Additional Bond Interest	\$ 125,000			
7	4/10/2017 - Additional Bond Interest	\$ 633,264			
8	7/27/2017 - Additional Bond Interest	\$ 1,955,000			
9	5/30/2018 - Adj to Bond Interest due to expedited spend rate	\$ (450,892)			
10	10/31/19 - Adj to Bond Interest	\$ 246,920			
11	03/31/2019 Forecasted Adj to Bond Interest	\$ 86,000			
12	Total Bond Budget (October 2019):	\$ 68,395,292			

RIVERFRONT PARK REDEVELOPMENT PROGRAM - DECEMBER 2019 - NON BOND FUNDING SUMMARY						
#	Description	Amount Received	Committed	Project	Date	Comment
1	Fund 1950 - Park Cumulative Reserve Fund	56,007	56,007	N BANK		Verified
2	Deadman Install (10.8k from Capital Budget to RR)	10,000	10,000	RR		Verified
3	Funds from Street Dept for lighting RR Alt#6	43,000	43,000	RR		Verified
4	Owner Scope - Skyride Relocation of Equipment	54,400	54,400	RR		Verified
5	Water Main Upgrade (10" to 18") MOU w_Uilities to HSBS (NTE 200k)	198,921	198,921	HSBS		Verified
6	Water Main Upgrade (10" to 18") MOU w_Uilities Promenades (NTE 570k)	624,811	624,811	PROM		Verified
7	Water Main Upgrades MOU w_Uilities to Looft (NTE 275k)	293,371	293,371	LOOFF		Verified
8	EPA Grant Funds for Brownfield Clean-up (200k less the AE Fee, based on dollars spent for Remediation in the 3 areas awarded in the Grant Scope)	177,500	177,500	PROM		Verified
9	EPA Grant Funds for Brownfield Clean-up (200k less the AE Fee, based on dollars spent for Remediation in the 3 areas awarded in the Grant Scope)	177,500	177,500	PAV		Verified
10	EPA Grant Funds for Brownfield Clean-up (200k less the AE Fee, based on dollars spent for Remediation in the 3 areas awarded in the Grant Scope)	150,000	0	N BANK		Funds available, to be committed
11	EPA Grant Funds for Brownfield Clean-up (AE Fee, based on dollars spent for Remediation in the 3 areas awarded in the Grant Scope)	0	0	PROGRAM		Duplice removed - verified
12	RCO Grant for Regional Playground	500,000	0	N BANK		Funds available, to be committed
13	Additional Funds - Rotary Group for Misters at Fountain	12,455	12,455	LOOFF		Verified
14	Rotary Fountain Contribution - Rotary Group for Donor Fish Engraving	7,567	7,567	LOOFF		Verified
15	Art in the Park - Foundation Funds; \$13,644	0	0	PROGRAM		Cancelled - verified
16	Riverfront Park - Foundation Funds; \$3,270	0	0	PROGRAM		Cancelled - verified
17	CO#17 Light pole Replacement	4,569	4,569	RR		Verified
18	RFP Promenades - Foundation Funds	18,000	18,000	PROM		Invoiced, not received
19	Entry Signage - Foundation Funds	1,000	1,000	PROM		Invoiced, not received
20	CCD 11 - Additional 2" tap for Café & water service to Café; connection inside bldg	33,095	33,095	LOOFF		Verified
21	CCD 25 Repair damage in rock wall at café; \$887	0	0	LOOFF		Cancelled - verified
22	Looft CO#11 - Added Lighting (\$5326 + WSST \$468.69)	5,795	5,795	LOOFF		Verified
23	CO#8 - Added Wi-Fi - Budget from City IT dept (\$58,805+WSST \$5,174.84)	63,980	63,980	PROM		Verified
24	Sister Cities Funds for hardscape & Art installations (91,300NBF + 8,125tax = 99,426-total); construction	99,426	99,426	W HAV		Verified
25	RFP Avista Rebates - Rec Rink	4,000	4,000	RR	19-Jun	Verified
26	N. Bridge Historical Restoration Funds (Promenades)	77,200	77,200	PROM	19-Jun	Verified
27	Berger Costs - Grant Support (Program level)	24,982	24,982	PROGRAM	19-Jun	Verified
28	Parks Foundation W. Havermale -SPVV	82,540	82,540	W HAV	19-Jun	Invoiced, not received
29	Sister cities grass pavers (West Havermale)	16,646	18,128	W HAV	19-Jun	Invoiced, not received (AVISTA)
30	Sister cities Avista Crane Pad (West Havermale)	33,822	33,822	W HAV	19-Jun	Invoiced, not received (AVISTA)
31	Sister city support/land expression non bond funding	5,000	5,000	W HAV	19-Jun	Verified
32	Skate Park	285,397	0	N BANK	19-Jun	Funds available, to be committed
33	Intersection improvements for North Bank	119,000	0	N BANK	19-Jun	Funds available, to be committed
34	Change Lockers, add light blade music interface (5,348 + 476tax = \$5,824)	5,824	5,824	PAV	19-Oct	Verified
35	Sound Testing	9,400	9,400	PAV	19-Oct	Under Contract, not invoiced
36	Parks Foundation Promenades Centennial Trail	1,353	1,353	PROM	19-Oct	Invoiced, not received (AVISTA)
37	Avista added concrete pavers in lieu of concrete slab, additional amount + tax	167	167	W HAV	19-Oct	Invoiced, not received (AVISTA)
38	Parks Foundation W. Havermale SPVV (restroom design)	22,500	22,500	W HAV	19-Oct	1,400 will be used
39	Arterial Street Fund (321,396 + 28,604 = \$350,000)	350,000	0	N BANK	19-Dec	Funds available, to be committed
40	1950 Parks Cumulative Funds (459,137 + 40,863 = \$500,000)	500,000	0	N BANK	19-Dec	Funds available, to be committed
41	Hooptown USA (\$340K + Tax)	370,260	0	N BANK	19-Dec	Funds available, to be committed
42	Parks Foundation for W Hav Playground (1,147,842 + 102,158 = \$1.25M)	1,250,000	0	W HAV	19-Dec	Funds available, to be committed
43						
44						
45						
46						
Total Program Non Bond Funds		\$ 5,689,488				
Total Program Bond Funds		\$ 68,062,372				
Total Program Funds		\$ 73,751,860				

\$5,689,488 NON BOND FUNDING

\$68,395,292 BOND FUNDING

\$74,084,780 TOTAL REDEVELOPMENT BUDGET

Data through: 12/18/2019

RIVERFRONT PARK REDEVELOPMENT PROJECT OVERVIEW
City of Spokane, Parks and Recreation

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	46,339,983	37,418,653	8,921,330	5,203,608	2,221,277	2,982,331	11,903,661
PROJECT DESIGN SUBTOTAL:	3,840,326	3,887,866	(47,540)	135,022	47,482	87,540	40,000
CONSTRUCTION SERVICES SUBTOTAL:	5,519,357	5,192,547	326,810	35,967	149,947	(113,980)	212,830
OTHER CAPITALIZED COSTS SUBTOTAL:	1,109,532	964,684	144,848				144,848
BOND FEE SUBTOTAL:	426,770	426,770	0				0
CONTINGENCY SUBTOTAL:	588,205	500,000	88,205				88,205
CLOSED PROJECTS	10,571,118	10,571,118	0	314,890	314,890	0	(0)
RIVERFRONT PARK GRAND TOTAL:	68,395,290	58,961,637	9,433,653	5,689,488	2,733,596	2,955,892	12,389,544

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - SOUTH BANK CENTRAL LOOFF CARROUSEL
49572

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	10,187,026	10,187,026	0	344,715	344,715		0
PROJECT DESIGN SUBTOTAL:	993,244	993,243	0				0
CONSTRUCTION SERVICES SUBTOTAL:	456,317	456,317	(0)	7,567	7,567		(0)
OTHER CAPITALIZED COSTS SUBTOTAL:	108,029	108,029	(0)				(0)
RFP SBC CARROUSEL GRAND TOTAL:	11,744,616	11,744,615	0	352,283	352,283	-	0

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - PROMENADE and WEST HAVERMALE
49574

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	6,748,214	5,272,138	1,476,076	2,344,905	1,637,231	707,674	2,183,750
PROJECT DESIGN SUBTOTAL:	607,376	674,915	(67,540)	110,040	22,500	87,540	20,000
CONSTRUCTION SERVICES SUBTOTAL:	490,993	256,615	234,378	19,000	132,980	(113,980)	120,398
OTHER CAPITALIZED COSTS SUBTOTAL:	460,691	435,691	25,000				25,000
RFP PROMENADE GRAND TOTAL:	8,307,273	6,639,358	1,667,915	2,473,945	1,792,711	681,234	2,349,149

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - PAVILION
49575

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	20,746,703	20,726,703	20,000	183,324	183,324		20,000
PROJECT DESIGN SUBTOTAL:	45,074	45,074	(0)				(0)
CONSTRUCTION SERVICES SUBTOTAL:	1,472,896	1,482,495	(9,599)	9,400	9,400		(9,599)
OTHER CAPITALIZED COSTS SUBTOTAL:	121,399	121,399	0				0
RFP PAVILION GRAND TOTAL:	22,386,073	22,375,671	10,401	192,724	192,724	-	10,401

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - NORTHBANK
49577

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	8,462,313	1,037,060	7,425,253	2,330,664	56,007	2,274,657	9,699,911
PROJECT DESIGN SUBTOTAL:	1,047,847	1,027,847	20,000				20,000
CONSTRUCTION SERVICES SUBTOTAL:	237,579	135,548	102,031				102,031
OTHER CAPITALIZED COSTS SUBTOTAL:	145,657	25,809	119,848				119,848
RFP NORTHBANK GRAND TOTAL:	9,893,396	2,226,265	7,667,132	2,330,664	56,007	2,274,657	9,941,789

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - PROGRAM LEVEL
49579

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	195,727	195,726	0				0
PROJECT DESIGN SUBTOTAL:	1,146,787	1,146,787	(0)	24,982	24,982		(0)
CONSTRUCTION SERVICES SUBTOTAL:	2,861,572	2,861,572	(0)				(0)
OTHER CAPITALIZED COSTS SUBTOTAL:	273,755	273,755					
BOND FEE SUBTOTAL:	426,770	426,770	0				0
CONTINGENCY SUBTOTAL:	588,205	500,000	88,205				88,205
RFP PROGRAM LEVEL GRAND TOTAL:	5,492,815	5,404,610	88,205	24,982	24,982	-	88,205

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process

Spokane Park Board

Briefing Paper



Committee			
Committee meeting date			
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	LaRiviere Inc. construction contract/North bank playground (\$9,260,989, tax inclusive)		
Begin/end dates	Begins: 12/20/2019	Ends: 04/30/2021	<input type="checkbox"/> Open ended
Background/history: In response to our request for bid, LaRiviere Inc. is the reasonable responsive low bidder for the Riverfront Park north bank construction project. Project Improvements include: Base Bid: General Site Improvements; Alternate 1&7: M&O Facility; Alternate 4: Wheels Park; Alternate 6a&6b: Basketball Court; and Administrative Reserve (10% of Contractor's Bid).			
Motion wording: Move to approve north bank construction contract with LaRiviere Inc. for \$8,452,258, plus administrative reserve of \$808,731 for a total contract amount of \$9,260,989, tax inclusive.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: LaRiviere Inc. Name: Matt James Email address: mattj@lariviere.co Phone: 208-683-2646			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke DLarnold@spokanecity.org Requester: Berry Ellison Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: \$6,182,912 (Redevelopment Bond) 3346 49577 94000 56301 48118 \$808,731 (Redevelopment Bond Reserve) 3346 49577 94000 56301 48118 \$2,269,346 (Non-Bond) TBD - Varies			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 602-764-461 Business license expiration date: 7/31/2020 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

RFP North Bank Playground														
	General Contractors													
Bid Price	Garco	LaRiviere	L&K											
Base Bid	\$5,675,000	\$5,756,302	\$5,768,000											
Trenching System	\$1,000	\$12,000	\$1											
Sales Tax (8.9%)	\$505,164	\$513,379	\$513,352											
Subtotal with Tax:	<u>\$6,181,164</u>	<u>\$6,281,681</u>	<u>\$6,281,353</u>											
ALTERNATE ITEMS (Tax not included)														
ALTERNATE 1: Operations and Maintenance Building														
	\$1,644,000	\$1,370,352	\$1,363,000											
ALTERNATE 2: Operations and Maintenance Building (Full Build Out - 2nd Floor Office)														
ALTERNATE 3: Operations and Maintenance Building cover Parking Structure														
ALTERNATE 4: Expanded Skate Park														
	\$242,000	\$201,876	\$263,000											
ALTERNATE 5: Additional Entry Sculpture and Sign														
ALTERNATE 6A: Standard Concrete Basketball Court														
	\$345,000	\$317,917	\$322,000											
ALTERNATE 6B: Post Tension Concrete Basketball Court														
	\$28,000	\$17,206	\$47,000											
ALTERNATE 7: Building Masonry & Restroom Canapopy														
	\$85,000	\$85,833	\$66,000											
	\$2,344,000	\$1,993,184	\$2,061,000											
tax	\$208,616	\$177,393	\$183,429											
	\$2,552,616	\$2,170,577	\$2,244,429											
Options w/ Base Total:	\$8,733,780	\$8,452,258	\$8,525,782											
Base + Alts (No Tax) - Parks funded	\$8,020,000	\$7,426,363	\$7,829,001											
Contingency 10%	\$802,000	\$742,636	\$782,900											
Tax	\$71,378	\$66,095	\$69,678											
Contingency 10% W/Tax	\$873,378	\$808,731	\$852,578											
With Contingency	\$9,607,158	\$9,260,989	\$9,378,360											

Alternates not recommended at this time

ALTERNATE 2: Operations and Maintenance Building (Full Build Out - 2nd Floor Office)

\$161,000 \$161,099 \$139,000

ALTERNATE 3: Operations and Maintenance Building cover Parking Structure

\$77,000 \$76,782 \$61,000

ALTERNATE 5: Additional Entry Sculpture and Sign

\$40,000 \$56,919 \$55,000

Spokane Park Board

Briefing Paper



Committee			
Committee meeting date			
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Bacon Concrete construction contract/West Havermale (\$2,120,713, tax inclusive)		
Begin/end dates	Begins: 12/20/2019	Ends: 12/31/2020	<input type="checkbox"/> Open ended
Background/history: In response to our request for bids Bacon Concrete is the reasonable responsive low bidder for the Riverfront Park West Havermale construction project. Project Improvements include: Base Bid: General Site Improvements; Alternate 1: All-Inclusive Playground; Alternate 2: Installation of Prefabricated Restroom Building; Alternate 3: Stepwell Site Improvements; and Administrative Reserve (10% of contractor's bid, for bond improvements only).			
Motion wording: Move to approve West Havermale construction contract with Bacon Concrete for \$1,975,936, plus administrative reserve of \$144,777, for a total contract amount of \$2,120,713, tax inclusive.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Bacon Concrete Name: Greg Bacon Email address: greg@baconconcrete.com Phone: 509-924-3900			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke DLarnold@spokanecity.org Requester: Berry Ellison Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: \$1,447,771 (Redevelopment Bond) 3346 49574 94000 56501 48117 \$144,777 (Redevelopment Bond Reserve) 3346 49574 94000 56501 48117 \$528,165 (SIP Loan) 5901 TBD			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601-398-658 Business license expiration date: 6/30/2020 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

West Havermale Playground			
	General Contractors		
	Bacon	LaRiviere	Leone & Keeble
Base bid	\$1,198,950.00	\$1,869,650.00	\$1,669,603.95
Trenching	\$100.00	\$2,500.00	\$1.00
Alt 1 - playground	\$460,000.00	\$429,988.00	\$385,500.00
Alt 2 - restroom	\$25,000.00	\$24,831.00	\$20,800.00
Alt 3 - Stepwell site	\$130,400.00	\$50,879.00	\$52,500.00
<u>Subtotal</u>	<u>\$1,814,450.00</u>	<u>\$2,377,848.00</u>	<u>\$2,128,404.95</u>
Tax	\$161,486.05	\$211,628.47	\$189,428.04
Total	\$1,975,936.05	\$2,589,476.47	\$2,317,832.99
10% Admin reserve on base bid	\$144,777.00		
	\$2,120,713.00		

Spokane Park Board

Briefing Paper



Committee			
Committee meeting date			
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Goric Marketing Group/West Havermale playground equipment purchase (\$50,524.16, freight and tax inclusive)		
Begin/end dates	Begins: 12/20/2019	Ends: 10/30/2020	<input type="checkbox"/> Open ended
Background/history: Purchase play equipment for West Havermale playground.			
Motion wording: Move to approve the Goric Marketing Group playground equipment purchase for the West Havermale playground in the amount of \$50,524.16, freight and tax inclusive			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: _____ <div style="text-align: right;">JLbrown@spokanecity.org</div>			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: 50,524.16 Budget code: 5901 TBD			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input checked="" type="checkbox"/> UBI: 604-072-418 Business license expiration date: </div> <div> <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



City of Spokane Request for Quotes

QUOTE #: _____

DESCRIPTION: Play equipment for West Havermale

DEPARTMENT: Parks

DUE DATE: 12/6/19, no later than 12:00 PM noon

The purpose of this Request for Quote is to invite quotes to supply The City of Spokane Parks Department with

ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	1	"Dish" Goric Marketing Group, or equal	\$19,325.00	\$19,325.00
2	1	"Rain maker" Goric Marketing Group, or equal	\$4,990.00	\$4,990.00
3	1	"Stone Abacus" Goric Marketing Group, or equal	\$4,610.00	\$4,610.00
4	3	"The Grass" Goric Marketing Group, or equal	\$4,070.00	\$12,210.00
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Subtotal				\$41,135.00
Sales Tax – 8.9%				\$4,129.16
Freight/Shipping Charge				\$5,260.00
GRAND TOTAL				\$50,524.16

Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.

Attachments: The following attachments are made a part of this Request for Quote:

Goric Note: Sales tax subject to change.
Final sales tax due is based on final delivery address and sales tax rate at the time of delivery. Equipment and freight are subject to sales tax.



City of Spokane Request for Quotes

Any questions concerning this Request For Quote should be directed to:

Jo-Lynn Brown

Parks

Department at

JLBrown@spokanecity.org

Deliver to: City Hall , 1st Floor, My Spokane Desk, 808 W. Spokane Falls Blvd., Spokane, WA 99201

Payment: Supplier will accept credit card (☐ YES) (☒ NO). If YES, state any additional charge or discount for credit card payments:
N/A

Payment Terms: Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

SIGNATURE BELOW ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS QUOTE.

BIDDER INFORMATION

Company Name: Goric Marketing Group USA, Inc.

By: Laura Guscott Title: CEO

Signature:

Please indicate person to be contacted by the City concerning items(s) quoted:

Name: Ryan Tompkins Phone: 253-225-1769

BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: 604072418

ADDITIONAL ITEMS

The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.

(☒ YES) (☐ NO) If yes, prices are good until further notice Prices valid until 12/31/2019.
Freight based on quantity and type of equipment
and may be subject to change.



City of Spokane Request for Quotes

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
Linie M	Altenstadt, Germany	63674
Rathschlag	Loehnberg, Germany	35792

MINORITY BUSINESS ENTERPRISE

Supplier (☐ IS) (☒ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Supplier (☒ IS) (☐ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

INSTRUCTIONS AND SPECIFICATIONS

GENERAL INSTRUCTIONS

1. The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.
2. Time is of the essence in the performance of this contract.
3. Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.
4. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.
5. The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.
6. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.
7. Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.
8. Signature on this Quote by the Bidder will confirm receipt and understanding of all instructions, terms, and conditions.



City of Spokane Request for Quotes

SPECIAL INSTRUCTIONS

The City of Spokane _____ Parks _____ Department invite quotes for the supply of
Play equipment

1. If the product differs from the provisions contained herein, these differences must be explained in detail.
2. Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.
3. The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.
4. Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.
5. The Supplier must be able to service any items purchased by the City of Spokane. The Supplier, therefore, must:
 - Be an authorized factory dealer for the area including the City of Spokane; or
 - Submit a 100% Performance Bond for the life of the equipment; or
 - Provide satisfactory proof by the manufacturer that service will be guaranteed.
6. Federal and State laws governing this product and its final certification must be satisfied.
7. It shall be the Supplier's responsibility to conform to all Federal Standards for certification.
8. Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.
9. Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.
10. In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so were PCBs found at a measureable level?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so attach the results or note from whom the results can be obtained.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have reason to believe the product contains measureable levels of PCBs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you have reason to believe the product packaging contains measureable levels of PCBs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I ACKNOWLEDGE RECEIPT OF AND COMPLIANCE WITH THE ABOVE GENERAL AND SPECIAL INSTRUCTIONS

Initials: LG



City of Spokane Request for Quotes

QUOTE SUBMISSION AND EVALUATION

A. PREPARATION OF QUOTES

All Quotes shall be typed or printed in ink, prepared on the document furnished by the Purchaser and signed by an authorized person of Bidder's firm. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the Quote. IF THE QUOTES CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

B. ENVELOPE PREPARATION OF QUOTES SUBMITTED BY HAND OR MAIL

Place one copy of the Quote in a sealed envelope. On the front of the envelope, place the following information:

"QUOTE – IMPORTANT"

"DESCRIPTION: _____"

"DUE: _____, _____ AT _____"

"YOUR COMPANY NAME"

If you do not put the above information on your envelope, it could be opened early or late and damage your chance to respond.

Spokane City Hall is a secured building so if you are hand delivering your quote, please make sure you allow enough time to get through security.

4. EMAILING QUOTES

Email one copy to City of Spokane Jo-Lynn Brown at JLBrown@spokanecity.org. It is the responsibility of the Bidder to be sure the email is received. If you do not receive an email confirmation sent directly by Jo-Lynn Brown, it is recommended that you call the contact name listed in Quote to confirm receipt. A delivery confirmation receipt generated from your original email is not a guaranteed confirmation of receipt.

The Purchaser is not responsible for Quotes delivered late. It is the responsibility of the Bidder to be sure the Quotes are sent sufficiently ahead of time to be received no later than 12:00 PM on the due date.

5. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify the contact person listed above in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.

6. WITHDRAWAL OF QUOTES

Bidders may make written request to the contact person listed above for withdrawal of a sealed Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of sixty (60) calendar days after the due date.



City of Spokane

Request for Quotes

7. EVALUATION OF QUOTES

Evaluation of Quotes shall be based upon the following criteria, where applicable:

- The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser.
- The quality of the items quoted, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

8. QUOTING ERRORS

When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.

9. REJECTION OF QUOTES

The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.

10. AWARD OF CONTRACT

Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	Dec. 4, 2019		
Requester	Garrett Jones	Phone number: 509-363-5462	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	New OPR; Cross reference: OPR 2018-0855 & OPR 2019-0021		
Item title: (Use exact language noted on the agenda)	Spokane Public Facilities District land lease/SportsPlex		
Begin/end dates	Begins: 12/20/2019	Ends: 12/19/2049	<input type="checkbox"/> Open ended
Background/history: City of Spokane, Parks and Recreation to lease land to the Spokane Public Facilities District (SPFD) for the SportsPlex per terms stipulated approved Inter-Local Cooperation agreement approved by Park Board in January 2019.			
Motion wording: Move to approve the SportsPlex land lease agreement with Spokane Public Facilities District.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Public Facilities District Name: Stephanie Curran Email address: scurran@spokanepfd.org Phone: 509-279-7169			
Distribution: Parks – Accounting scurran@spokanepfd.org Parks – Pamela Clarke Requester: Garrett Jones Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: 1.00 Budget code: 1400			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



S P O K A N E
P U B L I C F A C I L I T I E S
D I S T R I C T

December 3, 2019

Mayor David A. Condon
City Hall, Seventh Floor
808 W Spokane Falls Blvd.
Spokane, WA 99201

Garrett Jones
Interim Director of Parks and Recreation
City Hall, Fifth Floor
808 W Spokane Falls Blvd.
Spokane, WA 99201

Re: Ground Lease with City of Spokane Park Board

Dear Mayor Condon and Mr. Jones:

On January 15, 2019, the City and the Spokane Public Facilities District entered into an Interlocal Agreement entitled "Interlocal Cooperation Agreement for Development of Sportsplex." The Interlocal Agreement provided for the lease of certain property held by the City of Spokane (classified as general fund property and Parks and Recreation property). The "Ground Lease with City of Spokane Park Board" provides that the lease commences when notice is delivered by the District stating its intent to develop, construct and occupy the Sportsplex.

As of this date, the District has acquired the necessary property to develop the Sportsplex and has begun construction for the Sportsplex project. We understand that the Park Board is scheduled to take action on the Ground Lease December 19. Following approval of the Ground Lease by the Park Board, the District requests that the Ground Lease be signed with a commencement date of December 6, 2019.

Please return a signed copy of the Ground Lease for our records. Thank you for your efforts in advancing the Sportsplex project.

Stephanie Curran, CEO

cc: James Richman, Assistant City Attorney
Stanley M. Schwartz, Board Attorney

GROUND LEASE WITH CITY OF SPOKANE PARK BOARD

This lease agreement ("**Lease**") is made and entered into as of the ____ day of _____, 2019 ("**Execution Date**"), by and between the Spokane Public Facilities District, a Washington municipal corporation ("**District**" or "**Lessee**") and the City of Spokane, a municipal corporation of the State of Washington acting through its Park Board ("**Park Board**" or "**Lessor**"), jointly referred to as "**Parties**."

I. BACKGROUND

A. The District, pursuant to RCW Chapter 36.100 is authorized to acquire, develop, construct and operate multi-purpose sports facilities within the City of Spokane, to include the project known as the "**Sportsplex**."

B. The Sportsplex will be located on property owned by the Park Board as "Lessor" which is legally described in Section 1, below.

C. The Parties have entered into an "Interlocal Cooperation Agreement for Development of the Sportsplex" on January 15, 2019 ("**Interlocal Agreement**"), which provides, among other things, for the lease and acquisition of Sportsplex property through agreement between the Park Board and the District, ~~which includes the development of surface parking and other improvements.~~

D. The Interlocal Agreement further requires: (1) coordination between the District and the City of design work for the Sportsplex to include pedestrian connection(s) from the Sportsplex property to Riverfront Park; (2) execution of a Joint Use Agreement; and (3) other matters set forth in a letter of understanding between the District and the Park Board dated January 11, 2018.

~~E. The Parties have also executed an "Interlocal Agreement Between the Public Facilities District and the City of Spokane, By and Through the Spokane Park Board, Regarding Joint Use of the SportsPlex Facility ("Joint Use Agreement"). The Joint Use Agreement is a material consideration of the Spokane Park Board in executing this Ground Lease.~~

~~EF.~~ The Parties desire to enter into this agreement to lease the Property.

NOW, THEREFORE, for and in consideration of the following terms, conditions and covenants, Lessor does hereby lease to the Lessee as follows:

1. **Property.** The real property which is the subject of this Lease is legally described on Exhibit A, which is attached hereto and incorporated herein by this reference and depicted on Exhibit B, attached hereto (the "**Property**").

A. **Improvements.** Pursuant to the Interlocal Agreement, the District intends to construct the Sportsplex, which is generally defined as a facility consisting of a field house to generate sports tourism through use by the general public that will host basketball, volleyball, indoor track and other court sports with associated meeting rooms, locker rooms, rest rooms, public areas, office space,

concession areas and possibly an ice house ("**Improvements**"). The District is presently proceeding with preliminary work to develop and prepare for the construction of the Sportsplex pursuant to the "Alternative Public Works Contracting Procedures," RCW Chapter 39.10, to include entering into an agreement with a design-build team, Lydig Construction.

2. **Term.**

2.1 **Lease Term.** The initial term of this Lease is thirty (30) years (the "**Initial Term**") commencing on the date of the Lease Notice (defined below). Thereafter, Lessee is granted the right to extend this Lease as set forth in Section 2.2. The date this Lease commences shall be known as the "**Commencement Date.**"

2.2 **Lease Option.** Unless, at least six (6) months prior to the expiration of the Initial Term, Lessee notifies Lessor of its intention to terminate this Lease, this Lease shall be automatically extended for an additional thirty (30) year period upon the same terms ("**Lease Extension**") unless agreed otherwise by the Parties.

2.3 **Lease Commencement.** The Lease will commence by the District delivering to ~~Lessee-Lessor~~ written notice stating the date that the District intends to commence development and construction of the Improvements and thereafter use and occupy the Property for its intended purpose (the "**Lease Notice**"). The Lease Notice shall be delivered to the Mayor with a copy to the Director of the Parks Department according to section 15.5.

3. **Title, Representation and Inspection.**

~~3.1 **Title.** Within thirty (30) days after the Execution Date, Lessor shall provide to Lessee at Lessee's cost and expense, a commitment for a standard coverage Lessee's policy of title insurance with respect to the Property in the minimum amount of \$1,000,000.00 (the "**Title Commitment**") issued by a title insurance company (the "**Title Company**"). The Title Commitment shall show the status of title to the Property as of the date of the Title Commitment and shall be accompanied by copies of all documents referred to in the Title Commitment. Lessee shall review the Title Commitment and notify Lessor in writing of Lessee's disapproval of any Schedule B exceptions shown thereon (the "**Disapproved Exceptions**") within thirty (30) days following the date on which the Title Commitment is delivered to Lessee. Lessee's failure to notify Lessor in writing of its disapproval of any exception within such time period shall be deemed approval of such exception; provided, any matters that would prevent Lessee from using the Property for Lessee's intended purpose shall be deemed disapproved, whether or not Lessee provides notice of its disapproval. All exceptions which are either approved or deemed approved shall be referred to herein as "**Permitted Exceptions.**"~~

~~Lessor shall have thirty (30) days from the date of receipt of any notice of disapproval to cause Disapproved Exceptions to be removed from the Title Commitment or cause the Title Company to commit to insure against loss or damage that may be occasioned by such Disapproved Exceptions. However, Lessor shall have no obligation to cause Disapproved Exceptions to be removed from the Title Commitment or to cause the Title Company to commit to insure against loss or damage that may be occasioned by such Disapproved Exceptions through an endorsement or endorsements acceptable to Lessee. Lessor shall notify Lessee within the thirty (30) day period whether Lessor has caused the~~

~~Disapproved Exceptions to be removed from the Title Commitment, or caused the Title Company to commit to insure against loss or damage that may be occasioned by the Disapproved Exceptions. Lessor's failure to notify Lessee in writing of its decision not to cause such Disapproved Exceptions to be removed from the Title Commitment or to cause the Title Company to commit to insure against loss or damage that may be occasioned by the Disapproved Exceptions shall be deemed an election by Lessor not to cause the Disapproved Exceptions to be removed or insured. In the event Lessor fails to notify lessee that it will cause the Disapproved Exceptions to be removed from the Title Commitment, or cause the Title Company to commit to insure against loss or damage that may be occasioned by the Disapproved Exceptions, Lessee shall thereafter notify Lessor within ten (10) days whether Lessee elects to (i) waive the Disapproved Exceptions, (ii) terminate this Lease, or (iii) enter into good faith negotiations to modify this Lease to remedy the effect of the Disapproved Exceptions.~~

3.2 Environmental Site Assessment. Pursuant to the January 11, 2018 Letter of Understanding, Section 4(E), the City makes no representation regarding the condition of the Property and/or whether the Property is contaminated with any Hazardous Materials in violation of any Environmental Law(s), as defined herein. Within one hundred eighty (180) days of the Execution Date (the "**Contingency Deadline**"), Lessee may obtain at Lessee's sole cost and expense, an environmental site assessment of the Property, prepared by a licensed environmental engineer.

3.2.1 Other Inspections. Following the Execution Date and until the Contingency Deadline, Lessee shall be entitled to conduct an examination of the Property, including other tests and inspections which Lessee shall deem necessary or desirable for the purposes of determining whether, in Lessee's discretion, the Property is suitable for Lessee's purposes. Lessee agrees to indemnify and hold Lessor harmless for any loss, cost or expense resulting from damage to the Property, or injury to persons resulting from the work conducted pursuant to this section 3.2.1, except and only to the extent such damage is caused by the negligence or intentional acts of the Lessor.

3.2.2 Inspection Notice. Lessee shall give Lessor five (5) days advance written notice of its intent to inspect the Property.

3.2.3 Post Inspection Notice. If Lessee reasonably determines the condition of the Property is unsuitable for the Lessee's intended use, Lessee shall provide written notice of the same to the Lessor prior to the Contingency Deadline. Upon receipt of written notice, the Parties shall meet and confer in order to review and address Lessee's notice. If the Parties are unable to resolve Lessee's concerns to Lessee's satisfaction, Lessee may terminate this Lease.

3.2.4 Definitions. For purposes of this Section 3.2, the term "Hazardous Materials" 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 Law."

4. Improvements and Permitted Use.

4.1 Lessee's Work. Lessee agrees to develop and construct the Improvements on the Property, install all necessary utilities, above and below ground improvements, and landscaping to include performing all other reasonable site work, and constructing pedestrian access in accordance with plans and specifications prepared and approved by Lessee and Lessor as set forth in the Interlocal Cooperation Agreement.

4.1.1 Plans and Specifications. Prior to construction of the Improvements, Lessee shall submit to Lessor initial plans and specifications for the Improvements (or portion thereof). ~~Lessee-Lessor~~ shall have fourteen (3014) days following receipt of the plans and specifications (or any modification thereof) to provide ~~Lessor-Lessee~~ with Lessor's comments, which shall be reasonably considered by Lessee pursuant to Section 3.2 of the Interlocal Agreement.

4.2 Lessor's Work. Lessor is not required to modify the Property or construct site improvements.

4.3 Title to Improvements. The Improvements constructed on the Property shall be the property of Lessee during the term of this Lease. Upon the expiration or sooner termination of this Lease, Lessee shall (i) transfer title to the Improvements to Lessor at no cost or expense to Lessor; (ii) demolish the Improvements and leave the site in a finished "at grade" condition at no cost or expense to Lessor; or (iii) enter into a mutually acceptable agreement with Lessor to provide for the continued use of the Property.

4.4 Surrender of Property and Improvements. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Property and all Improvements (as set forth in Section 4.3). Upon such termination, Lessee may remove all of Lessee's furniture, fixtures, equipment, trade fixtures, signs, inventory and other personal property. Any of Lessee's personal property left on the Property ninety (90) days after termination of this Lease shall conclusively be considered abandoned and Lessor will be entitled to use or dispose of it free of any interest of Lessee.

4.4.1 Consolidated Property. To development the Sportsplex Lessee was required to consolidate real property owned by Lessee into real property owned by Lessor ("**Consolidated Properties**"). Prior to exercising rights under this section 4.4, the parties shall cooperate to divide the Consolidated Properties back to the configuration and square footages that existed as of the Execution Date, unless otherwise agreed.

4.5 Permitted Use. The Property may be used and occupied by Lessee for all activities reasonably related to the Improvements, to include exercising all authority available under RCW Chapter 36.100, and the policies and procedures of the District.

~~4.6 Lessor's Use. Lessor shall be permitted to use the Sportsplex as set forth in Section 4 of the Interlocal Agreement and any subsequent agreement(s) between the Parties.~~

4.67 Lessee's-Lessor's Use. Through an "Interlocal Agreement Between Public Facilities District And City Of Spokane Parks And Recreation Division Regarding Joint Use Of The

Sportsplex Facility" the parties have agreed to terms and conditions relating to the right of City Parks and Recreation Department's use of the Sportsplex.

5. Rent, Utility Charges and other Consideration.

5.1 Ground Rent. Lessee shall on the Commencement Date and each anniversary date thereafter pay rent in the amount of One Dollar (\$1.00) per year.

5.2 Lessor's Use. In lieu of fair market rent charged to Lessee, Lessor shall be permitted to use the Sportsplex as set forth in the Joint Use Agreement and any subsequent agreement(s) between the Parties. A material breach of the Joint Use Agreement by Lessee shall constitute a default of this Ground Lease under Section 11.

5.23 Utility Charges. Lessee shall be responsible for ~~all~~ obtaining all utilities and services provided to the Property and agrees to pay, prior to delinquency, all charges for electricity, gas, water, sewage, and/or all other public and private services or charges used by or through Lessee at the Property, excluding any charges or services provided to or incurred by Lessor or its affiliates under the Joint Use Agreement.

5.34 Other Consideration. In furtherance of development of the Sportsplex, the District has requested that a portion of Cataldo Street be vacated by the City of Spokane. Pursuant to the street vacation, adjacent property owners have entered into a "Declaration of Reciprocal Easements and Covenants and Restrictions Affecting Land" ("**Declaration**"). See Exhibit C. The Declaration provides, in part, that the vacated portion of Cataldo shall be maintained as a private street with each abutting owner responsible for its proportionate share of the cost of operation, repair, maintenance and improvement of the street that is common to the Parties. Lessor owns property adjacent to the private street that is subject to the Declaration. The Declaration contains a formula for assessing an owner's proportionate share of the costs identified above, collectively known as "Common Maintenance."

Lessee hereby agrees to assume, during the Initial Term and the Lease Extension, the rights, responsibilities and obligations on behalf of the Park Board (Lessor) to include paying the Common Maintenance expense as set forth in the Declaration. Upon termination of this Ground Lease, the Parties shall meet and confer to reach an agreement upon any continuing responsibility and obligation(s) set forth in the Declaration. Mediation and arbitration, as set forth herein, shall be available to resolve future obligations set forth in the Declaration.

6. Use.

6.1 Compliance with Laws. Lessee shall comply with all local, state or federal laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to the Lessee's use and occupancy of the Property.

6.2 Hazardous Materials. "**Hazardous Material**" shall mean any matter (whether gaseous, liquid or solid) which is now or hereafter designated as a hazardous or toxic waste or substance under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, et seq., all as now or hereafter amended, or which may now or hereafter be

regulated under any other federal, state, or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment, including, without limitation, (i) any asbestos and/or asbestos containing materials (collectively "**ACMs**") regardless of whether such ACMs are in a friable or non-friable state, or (ii) any matter designated as a hazardous substance pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC 1317), or (iii) any matter defined as a hazardous waste pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, (42 USC 6901 et seq) pertaining to health or the environment. "Hazardous Material" shall not include ordinary cleaning and maintenance products which are used with due care and in accordance with applicable law and the instructions of the manufacturer of such products in the reasonable and prudent conduct of the business conducted on the Property.

6.2.1 Lessee shall not store, use, sell, release, generate or dispose of any Hazardous Materials in, on or about the Property without the prior written consent of Lessor.

6.2.2 Responsibility for environmental remediation costs is covered in Section 3.2.2 of the Interlocal Agreement.

7. Alterations and Improvements; Fixtures and Equipment. Except as otherwise provided in this Lease, any alterations, additions or improvements to the Property or the Improvements thereon shall be made at Lessee's sole cost and expense unless otherwise mutually agreed in writing between the Parties. Lessee shall secure all governmental permits, approvals or authorizations required in connection with any such work. All alterations, additions and Improvements shall immediately become the property of Lessee. Lessee's trade fixtures, furnishings, appliances and equipment shall remain the property of Lessee and shall not be considered a part of the Property.

7.1 Permission of Lessor. Lessee shall have the right, but not the obligation, at its sole cost and discretion and without obtaining the prior consent from Lessor, to make any additions, alterations, and/or changes to the Improvements ("**Lessee Improvements**"), provided, the Improvements and all work is consistent with the matters set forth in this Lease and the Interlocal Agreement or other mutually agreed terms and conditions.

8. Maintenance of Premises.

8.1 Maintenance and Repair by Lessee. Lessee shall maintain the Property, including the Improvements, in good operational condition for Lessee's use of the Property in a manner consistent with Lessee's other facilities and improvements. All repair work shall be done in a good and workmanlike manner according to applicable codes, standards and regulations. Lessee shall not commit waste with respect to the Improvements or the Property.

8.2 Repairs by Lessor. Lessor shall not be responsible for maintaining, repairing or restoring any part of the Property or Improvements, unless Lessor is the cause of damage to the Property or Improvements.

9. Assignment and Subletting. The Lessee may not assign this Lease in whole or in part by operation of law or otherwise, and sublet all or any part of the Property, without prior written consent of the Lessor in each instance. Any unpermitted assignment by lessee shall be null and void. Notwithstanding the above, Lessee is authorized to enter into use (or license) agreements

with persons or entities desiring to use the Sportsplex, including its Property for the intended purposes described herein and as may be determined from time to time by the District.

10. Insurance and Indemnity.

10.1 Lessee's Insurance. During the Initial Term of this Lease and any extensions hereof, Lessee, at its sole cost and expense, shall obtain and maintain the insurance policies described in Exhibit D hereto and shall name Lessor as an additional insured on such policies.

10.2 General Requirements. All insurance (and renewals thereof) required by this Section shall be issued by responsible insurance carriers authorized to do business in the State of Washington with an A. M. Best Rating of A-/VII or better. Each policy shall expressly provide that it shall not be cancelled or changed without at least thirty (30) days' prior written notice to all parties insured or named therein. The insurance described in Section 11.1.110 shall include Lessor as an additional insured. All of the insurance required by this Section shall be primary and noncontributing with any insurance which may be carried by the other party, shall afford coverage for all claims based on any act, omission, event or condition which occurs or arises during the policy period, and may be obtained by endorsement on blanket policy(ies) of insurance carried and maintained by Lessee. Beginning five (5) years after the Commencement Date, and every five (5) years thereafter, the amount (limit) of insurance coverage shall be adjusted by the Parties to equal the insurance coverage Lessee carries on similar properties and use.

10.3 Mutual Waiver of Subrogation. Notwithstanding any other provision of this Lease, Lessor and Lessee each hereby waives, releases and discharges the other, its agents and employees from all claims whatsoever arising out of loss, claim, expense, damage or destruction covered or required to be covered by insurance or covered by other casualty insurance it may carry (a "Loss"), notwithstanding that such Loss may have been caused by the other, its agents or employees. Lessor and Lessee each hereby agrees to look to its insurance coverage only upon such Loss. Lessor's policy or policies of insurance shall contain a waiver of subrogation clause as to Lessee. Lessee's policy or policies of insurance shall contain a waiver of subrogation clause as to Lessor.

10.4 Indemnification.

10.4.1 Lessee shall defend, indemnify and hold Lessor, and its officers, directors, employees, agents and contractors including successors and assigns of each of the foregoing (collectively, the "Indemnitees") harmless against and from any and all claims, costs, damages or expenses arising from or caused by the acts and omissions associated with the construction, management and operation of the Sportsplex and Sportsplex Property, including, without limitation, any and all claims arising from: (a) any breach or default on the part of Lessee of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement; and (b) any act of negligence or willful misconduct of Lessee, or its officers, directors, employees, agents and contractors including successors and assigns.

10.4.2 Lessor shall defend, indemnify and hold Lessee, and its Indemnitees harmless against and from any and all claims, costs, damages or expenses arising from or caused by acts or omissions of LesseeLessor, including, without limitation, any and all

claims arising from: (a) any breach or default on the part Lessor, its officers, agents, employees and contractors including successors and assigns in performance of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement; and (b) any act of negligence or willful misconduct of Lessor, or its officers, directors, employees, agents and contractors.

10.4.3 The indemnity in Section 10.4.1 and 10.4.2 shall include any and all costs, attorney fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon, and if any action or proceeding be brought against any Indemnitees by reason of any such claim. Each of the parties hereto shall defend against such action or proceeding, unless such action or proceeding is defended by counsel for any carrier of public liability insurance provided herein. Nothing in this Section shall require: (i) Lessee to indemnify or defend Lessor from or against Lessor's own negligent acts or omissions and (ii) Lessor to indemnify or defend Lessee from or against Lessee's own negligent acts or omissions.

10.4.4 If and to the extent this Agreement is a contract or agreement subject to Revised Code of Washington ("RCW") Section 4.24.115 as in effect on the date of this Agreement, all provisions of this Agreement pursuant to which a party hereto agrees to indemnify Indemnitees against liability for damages arising out of bodily injury to persons or damage to property in connection with the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any improvement hereunder will be limited by the provisions of this section. None of such Indemnities will apply to Damages caused by or resulting from the sole negligence of the indemnitee, its agents or employees. To the extent that any such Damages are caused or result from the concurrent negligence of (a) the indemnitee or its agents or employees and (b) the indemnitor or its agents or employees, the Indemnities will apply only to the extent of the indemnitor's negligence. If RCW 4.24.115 is hereafter amended to eliminate or modify the limitations on indemnities set forth therein, this section will automatically and without further act by either Party be deemed amended to remove any of the limitations contained in this section that are no longer required by then-applicable law. The Parties have specifically negotiated the waiver of and hereby specifically waive any provisions of any industrial insurance act, including Title 51 of the RCW, or any other employee benefit act which might otherwise operate to release or immunize either party from its obligations hereunder.

11. Lessee's Default.

11.1 Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee.

11.1.1 Failure to Pay Rent. The failure by Lessee to pay Rent when due, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee.

11.1.2 Nuisance or Waste. After written notice thereof by Lessor, the use, neglect or waste of the Property (including Improvements) for a continuous period of thirty (30) days by

Lessee, its agents, employees, guests, or licensees in a manner which creates a nuisance (as such term is defined by state and local law) that unreasonably interferes with the use and enjoyment of the Property, adjacent property or Improvements under which Lessor can demonstrate a material or financial interest therein.

11.1.3 Failure to Perform. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Lessee, other than described in Section 11.1.2 above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee.

11.1.4 Breach of Joint Use Agreement. A material breach of the Joint Use Agreement that remains uncured for thirty (30) or more days, or is not otherwise excused by a written resolution approved by a majority vote of the Joint Use Committee.

Formatted

11.2 Lessee's Right to Cure. If Lessee fails to cure the default within the above number of calendar days after written notice thereof is given by Lessor, provided that, if the nature of the default is such that it cannot reasonably be cured within said calendar day period, and/or if Lessee commences an action to cure such default during such calendar day period, and thereafter diligently continues to prosecute such cure, Lessee's time to cure such default shall be reasonably extended for such additional period as may be necessary for that purpose. If Lessee fails to cure such failure of performance, then Lessor may elect to terminate this Lease and take possession of the Property.

11.3 Lessor's Remedies in Default.

11.3.1 Upon the occurrence of an event of default under Section 11.1, Lessor shall have the following rights and remedies, subject to the provisions of Section 11.2:

11.3.1.1 To terminate this Lease and Lessee's right of possession of the Property by giving notice of such election to Lessee, in which event the Parties shall exercise their rights under Section 4.3, Lessee shall immediately surrender possession thereof to Lessor; or to enter upon the Property and Improvements and perform acts or work as necessary to restore the Property and Improvements to the condition which is required under the terms of this Lease. Thereafter, Lessor may make a demand upon Lessee to pay all reasonable costs and expenses incurred by Lessor to affect a cure allowed under this Section, plus interest at the maximum rate allowed by law. Lessee shall pay the amount demanded by Lessor or may otherwise commence upon written notice the dispute resolution process set forth in Section 15.8 herein.

11.3.1.2 To terminate Lessee's right of possession of the Property without terminating this Lease by giving notice of such election to Lessee, in which event (A) Lessee shall immediately surrender possession thereof to Lessor, failing which Lessor may exercise the right of reentry, and (B) Lessor shall have the right to occupy the Property for and on account of Lessee and to collect any unpaid Rent and other charges which have or may thereafter become due and payable; or

11.3.1.3 If Lessor reenters the Property such reentry or any action, in unlawful detainer or otherwise, to obtain possession of the Property shall be deemed to be an election by Lessor to terminate this Lease, ~~and Lessee's liability to pay Rent or other charges thereafter accruing.~~

11.4 **Remedies Cumulative - Waiver.** It is understood and agreed that the Lessor's remedies hereunder are cumulative and the Lessor's exercise of any right or remedy due to a default or breach by Lessee shall not be deemed a waiver of, or to alter, affect or prejudice any right or remedy which Lessor may have under this Lease or by law.

11.5 **Termination for Cause.** Notwithstanding anything set forth in this Lease, Lessee may, upon thirty (30) days advance written notice to Lessor terminate this agreement in whole or in part based upon the following conditions: (a) Lessee is unable to obtain adequate financing in order to construct the Improvements as reasonably determined by the District through its Board of Directors; (b) all or any portion of the Property is deemed to be unsuitable for purposes of constructing, maintaining and operating the Improvements; or (c) the District, pursuant to an exercise of reasonable discretion and diligence, determines that the Property is not of adequate size or has physical limitations which render the development, use and enjoyment to include, but not be limited to, operational expectations, unfeasible or impractical according to the reasonable discretion of the Board of Directors. Prior to making any decision under this Section 11.5 by the District Board of Directors, there shall be written notice delivered to the City to include stating any proposed action by the District pursuant to this section.

12. **Reconstruction.** In the event the Improvements on the Property are damaged by fire or other perils, Lessee shall, using reasonable efforts as soon as is reasonably possible repair, restore and rebuild the same (or other structures more suitable to Lessee's then-intended use of the Property), and this Lease shall remain in full force and effect.

13. **Holding Over.** Unless otherwise agreed to by Lessor in writing, any holding over by Lessee after the expiration of the lease term hereof, with or without Lessor's consent, shall be construed to be a tenancy from month-to-month. Such holdover tenancy shall be subject to all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy.

14. **Quiet Enjoyment.** Lessee, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease, and upon the payment of all sums due hereunder, shall have and quietly enjoy the Property for the lease term set forth herein.

15. **Miscellaneous.**

15.1 **Successors or Assigns.** All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon the Lessor, Lessee and their respective heirs, administrators, executors, successors and assigns, and upon any person or persons coming into ownership or possession of any interest in the Property by operation of law or otherwise, subject at all times, however, to all provisions and restrictions elsewhere contained in this Lease. This Lease may not be assigned by either party without the prior written consent of the non-assigning party, which may be withheld pursuant to such party's sole discretion.

15.2 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

15.3 Recording. Lessee may record this Lease or a Notice thereof without the prior written consent of the Lessor. If Lessee records a memorandum or "short form" of this Lease, it shall be in a form customarily used for such purposes. Said memorandum or short form of this Lease shall describe the parties, the Property, the lease term and any other provisions reasonably required, shall incorporate this Lease by reference and shall specify that any inconsistency between the memorandum of lease and this Lease shall be resolved in favor of this Lease.

15.4 Notices. Any notices required in accordance with any of the provisions herein shall be delivered or mailed by registered or certified mail, postage prepaid and return receipt requested, to the addresses set forth below or at such other place as either party may in writing from time to time specify. Any such notice shall be deemed effective on the date of delivery or two (2) business days after mailing. If there is more than one Lessee or Lessor, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.

Notices to ~~Lessee~~Lessor: ———Director, Parks Department
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

With a copy to: Office of the City Attorney
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Notices to Lessee: Stephanie Curran, CEO
Spokane Public Facilities District
720 W. Mallon Avenue
Spokane, WA 99201

With a copy to: Stanley M. Schwartz
Witherspoon Kelley
422 W. Riverside Ave., Suite 1100
Spokane, WA 99201

15.5 Amendments. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

15.6 Force Majeure. This Lease and the obligations of either party hereunder, other than obligations to pay Rent or other sums of money, shall be excused if such party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the obligated party; provided, however, such excused performance shall only be for that period of time that the cause of such inability or delay shall exist. This Lease and the obligations of either party hereunder shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the obligated party.

15.7 Choice of Law. This Lease shall be governed by the laws of the state of Washington.

15.8 Mediation and Arbitration. If either party has a claim or dispute under this Agreement, written notice shall be sent to the other party ("**Notice of Dispute**"). The notice shall provide a brief description of the dispute.

15.8.1 Meet and Confer. Within five (5) days of the delivery of the Notice of Dispute, the parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable period of time, not exceeding thirty (30) days, either party may give notice of mediation.

15.8.2 Mediation. The mediator shall be chosen through mutual agreement of the Parties. If a mediator is not engaged within ten (10) days of the notice of mediation the matter may proceed to arbitration. The mediator's fees and costs shall be equally shared by the parties.

15.8.3 Arbitration. If the Parties cannot resolve their dispute through mediation, the exclusive remedy is binding arbitration in accordance with the JAMS Arbitration Rules or by an Alternate Dispute Resolution Process that can be mutually agreed upon. The arbitrator's fees and costs shall be equally shared. The arbitrator's decision shall be final, binding on the Parties and enforceable pursuant to RCW Chapter 7.04A.

The pendency of mediation or arbitration shall not suspend or terminate any payment or performance obligation under this Agreement. This section shall survive termination of this Agreement.

15.9 Legal Expenses. If either party is required to bring or maintain any action (not including mediation) to enforce any of the covenants, terms or conditions of this Lease, the prevailing party in such action shall be entitled to all the costs incurred by the prevailing party, including reasonable attorneys' fees awarded by a court with jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above set forth.

LESSOR/LESSEE:

SPOKANE PUBLIC FACILITIES DISTRICT, a
Washington municipal corporation

By: _____
Stephanie Curran, Chief Executive Officer

LESSEELESSOR:

CITY OF SPOKANE

By: _____
Mayor David A. Condon

Attest:

By: _____
City Clerk, Terri Pfister

CITY OF SPOKANE, PARK BOARD

By _____
Its: President~~Chair~~

Approved as to Form:

By: _____
Assistant City Attorney

[illegible]

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the Chief Executive Officer of the Spokane Public Facilities District, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said banking corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name

NOTARY PUBLIC in and for the State of
Washington, residing at _____.

My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____ known to me to be the Chair of the CITY OF SPOKANE, PARK BOARD, known to me to be the City Clerk of the City of Spokane, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that they was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name _____

NOTARY PUBLIC in and for the State of
Washington, residing at _____.

My commission expires _____.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Formatte

- 1 – legal for adjusted parcel 35181.4231 (retained by Credit Union)
- 2 – legal for lease area (combining Sportsplex parcels)
- 3 – legal for easement on parcel 35181.0032
- 4 – legal for adjusted parcel 35181.4226 (retained by COS Parks)
- 5 – provide a legal for adjusted parcel 35181.4204

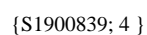


EXHIBIT C
DECLARATION OF RECIPROCAL EASEMENTS AND COVENANTS AND
RESTRICTIONS AFFECTING LAND

December 4, 2019

James Richman
Assistant City Attorney
Office of the City Attorney
City of Spokane
808 W. Spokane Falls Blvd.
5th Floor, Municipal Bldg.
Spokane, WA 99201-3326

**Re: Declaration of Reciprocal Easements and Covenants and Restrictions
Affecting Land ("Declaration")**

Dear Mr. Richman:

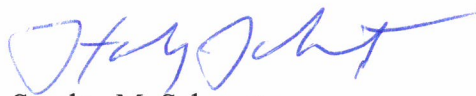
Enclosed you will find the original Declaration with signatures that relates to the Cataldo Street vacation. This Declaration provides for easements, maintenance of a portion of Cataldo to be designated as a "private street" and other matters. As set forth in the Lease Agreement between the Spokane Public Facilities District and the City of Spokane (including Parks and Recreation), the District will assume the City's responsibilities set forth in the Declaration. I understand the Ground Lease will be considered by the Park Board on December 19, 2019, and if approved will then be executed by the Mayor.

Following execution of the Lease Agreement by the Mayor, please have this Declaration signed and dated (on the first page), returning to me the original for recording.

Please contact me with any questions.

Very Truly Yours,

WITHERSPOON • KELLEY



Stanley M. Schwartz

SMS/kh

Enclosure

cc: Stephanie Curran, CEO
Elizabeth Tellessen, Winston Cashatt

Recorded document should be sent to:
Spokane Public Facilities District
Attn: Stephanie Huff
720 W. Mallon Ave.
Spokane, WA 99201

DECLARATION OF RECIPROCAL EASEMENTS AND COVENANTS AND RESTRICTIONS AFFECTING LAND

THIS DECLARATION OF CROSS-EASEMENTS AND COVENANTS AND RESTRICTIONS AFFECTING LAND (this "**Declaration**") is made as of the ____ day of _____, 2019, by and between Spokane Public Facilities District, whose address is 720 W. Mallon Avenue, Spokane, WA 99201 as "**SPFD**," the City of Spokane ("**City**"), Papillon Building, LLC, 1516 W. Riverside, Suite 200, Spokane, Washington 99201 as "Papillon" Canopy Federal Credit Union, whose address is 601 W. Mallon Avenue, Spokane, WA 99201 as "**CFCU**," and Future Vision Properties, LLC whose address is 540 West Cataldo Ave, Spokane, WA 99201, each individually referred to as "**Party**" and jointly referred to as "**Parties**."

WHEREAS, the Parties are owners of certain real estate located in the city of Spokane, Spokane County, Washington, described on **EXHIBIT "1"** appended hereto ("**Affected Land**"); and

WHEREAS, Cataldo Avenue is adjacent to the Affected Land and is the subject of a street vacation by the City of Spokane pursuant to RCW Chapter 35.79 ("**Street Vacation**"); and

WHEREAS, the Parties have entered into a "Memorandum of Understanding – Vacation of Cataldo Street" wherein the Parties have agreed to cooperate in the Street Vacation to secure approval and satisfaction of conditions established by the City of Spokane which include signing this Declaration with an Effective Date as set forth herein; and

WHEREAS, the Parties intend to develop a portion of the Affected Land as a private road, which is described on **EXHIBIT "2"** attached hereto (the "**Private Street**"); and

WHEREAS, the parties hereto desire to develop and utilize the Affected Land and the Private Street (hereinafter collectively referred to as the "**Cataldo Block**") in a complimentary and mutually beneficial manner; and

WHEREAS, the parties hereto desire to submit the Private Street to those covenants, restrictions, and reciprocal easements set forth below in, over, upon, across and through the Private Street and such other areas as are hereinafter provided.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

ARTICLE I **Definitions**

In addition to terms defined elsewhere in this Declaration, as used herein the following terms shall have the meanings ascribed to such terms as set forth below:

1.01. Benefited Site. With respect to the particular easements and rights hereinafter set forth, the term **"Benefited Site"** shall mean and refer to those portions of the Cataldo Block which are benefited by such easements and rights and constitute the dominant estate.

1.02. Burdened Site. With respect to the particular easements and rights hereinafter set forth, the term **"Burdened Site"** shall mean and refer to those portions of the Cataldo Block which are burdened by such easements and rights and constitute the servient estate.

1.03. Private Street. **"Private Street"** shall mean and include all parts of the Cataldo Block which are from time to time devoted primarily to parking, approaches, exits, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads and other similar areas. The Private Street shall be no less than thirty-eight (38) feet wide, generally located on each side of the centerline of vacated Cataldo Avenue, subject to the easements described in Article II.

1.04. Effective Date. **"Effective Date"** shall mean the date that the City of Spokane City Council approves the Street Vacation of Cataldo Street (identified in the Memorandum of Understanding).

1.05. Environmental Laws. **"Environmental Laws"** shall mean all present and future federal, state, or local laws, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating to the environment or to any Hazardous Material, including the following federal laws: the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, and any amendments enacted or regulations adopted, published and/or promulgated pursuant thereto.

1.06. Street Frontage. “**Street Frontage**” shall mean the linear front footage along the Private Street based on ownership of adjacent real property.

1.07 Hazardous Material. “**Hazardous Material**” shall mean materials and substances defined as “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” including asbestos, polychlorinated biphenyls, petroleum (or Petroleum products), hydrocarbonic substances and constituents of any of the foregoing, or other similar designations under any Environmental Laws, and further, any substance or material which because of toxicity, corrosivity, reactivity, ignitability, carcinogenicity, magnification or concentration within biologic chains, presents a demonstrated threat to biologic processes when discharged into the environment.

1.08. Occupant. “**Occupant**” shall mean and include each of the parties hereto, their respective heirs, successors and assigns (including mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Cataldo Block under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.09. Outlots. “**Outlot**” or “**Outlots**” shall mean and refer to those portions of the Cataldo Block, the approximate size and location of which are designated and depicted on the Site Plan, which have been or may be divided or subdivided from the Affected Land so that such Outlots are legally distinct parcels that may be conveyed to a third party but which shall remain subject to the easements, covenants, restrictions and other provisions of this Declaration.

1.10. Owner. “**Owner**” shall refer to and mean any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other entity now or hereafter holding an ownership interest in fee simple in any part of the Cataldo Block.

1.11. Permittees. “**Permittees**” shall mean and refer to all Occupants and all customers, employees, licensees and other business invitees of Occupants.

1.12. Site. “**Site**” shall mean and refer to the Affected Land and any Outlot.

1.13. Site Plan. “**Site Plan**” shall mean and refer to the site plan of the Cataldo Block attached hereto as **EXHIBIT “3.”**

ARTICLE II **Easements**

2.01. Grant of Easements. The Party hereby each grants to each other Party and to the Owners the following easements for use by the Owners, Occupants and their respective

Permittees, without payment of any fee or charge, except as otherwise provided herein or agreed in writing between the Owners:

2.01.1. Pedestrian Easements. Nonexclusive six foot (6') wide easements on both sides of the Private Street for the purpose of pedestrian traffic over the sidewalk(s) or trail(s) built within the Private Street, and in the alignment selected by the Owner, so long as connection is made to (i) each other Site which is contiguous thereto; (ii) the public streets and alleys now or hereafter abutting or located on any portion of the Cataldo Block; (iii) the parking areas now and hereafter located on the Cataldo Block; and (iv) over, upon, across and through the Private Street; limited, however, to those portions of each Site which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use by the Permittees in conformity with this Declaration and the Site Plan.

2.01.2. Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic over, upon, and across the Private Street to reach each Site and any public streets and alleys now and hereafter abutting or located on any portion of the Cataldo Block; limited, however, to those portions of the Cataldo Block which are improved by the Owner thereof from time to time for vehicular access ways in conformity with this Declaration and the Site Plan, provided the improved area for vehicles shall be no less than twenty six feet (26') in width.

2.01.3. Utility Easements.

(a) Nonexclusive easements for the installation, use, testing, connection to, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines or systems hereafter developed to serve one or more of the Sites; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called "**Utility Facilities**") will be installed within the boundaries of the Private Street and underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Private Street or improvements on any Site.

(b) An Owner may from time to time, relocate any Utility Facilities then located within the Private Street on the conditions that: (i) such right of relocation will be exercisable only after thirty (30) days prior written notice of the intention to relocate has been given to all Owners using the Utility Facilities to be relocated; (ii) such relocation will not unreasonably interrupt any utility service to the improvements then located on the Benefited Site(s); (iii) such relocation will not reduce or unreasonably impair the usefulness or

function of the Utility Facilities to be relocated; (iv) all costs of such relocation will be borne by the Owner relocating the Utility Facilities; and (v) all permits or authorizations of any government agency or utility provider shall be obtained by the Owner relocating the Utility Facilities.

(c) The Utility Facilities shall be connected to public utilities supplied by the City or its franchisees. It is anticipated the City will retain an easement for public utilities and services, as authorized by RCW 35.79.030, which shall be expressed in a separate document.

2.01.4. Access Easements. Nonexclusive easements in accordance with the access points and driving lanes existing from time to time between each Site and the Private Street or public streets and ways abutting or crossing any portion of the Cataldo Block for the purpose of providing ingress, egress and access to the easements hereby created and to the Private Street.

2.01.5. Construction Easements.

(a) Nonexclusive easements over the Private Street for the purpose of constructing, renovating, repairing or remodeling the building and improvements ("**Construction Easement**") on any Site, including grading, balancing and compaction of soils and other site work materials, reconstruction, storage of supplies and materials, installation, replacement, modification, care and maintenance, provided such use of the Private Street is reasonably necessary, will be diligently prosecuted in accordance with sound construction practices and will not unreasonably interfere with the use of the Private Street or the improvements thereon. The Owner of any Site taking advantage of the Construction Easement granted herein shall pay all costs associated therewith, including without limitation restoration of the Private Street to the condition existing prior to such exercise, and shall indemnify and hold the other Owners harmless from all loss, cost and expense in connection with the use of such easement.

(b) The Construction Easement shall allow construction of a building over the Easement that is: (1) joined with a building on adjacent property and (2) elevated above the Private Street no less than sixteen and one-half feet (16.5) feet from the surface of the street to the bottom of the structure.

2.01.6. Surface Water Drainage. Non-exclusive easements for the flow of a reasonable volume of surface water to the nearest drainage catch basins or waterways through the Private Street; provided, however, that (a) the easement for surface water drainage shall be consistent with an overall surface water drainage plan for the Cataldo Block; and (b) following the initial construction of Private Streets and buildings on a

Site in accordance with the Site Plan, no Owner shall alter the flow of surface water onto or through the Private Street in a manner that would materially increase the volume, or materially decrease the purity or quality, of surface water flowing onto the Private Street.

2.02. Unimpeded Access. No barricade or other divider will be constructed between the Sites and the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of vehicular or pedestrian traffic throughout the Site in the areas designated for such purpose by the Owner of each Site; provided, however, that each Owner shall have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein.

2.03. Prohibition Against Granting Easement. No Owner shall grant or otherwise convey an easement or easements of the nature or type set forth in this Article II for the benefit of any parcel of real estate not within the Cataldo Block or an adjoining Outlot(s).

ARTICLE III **Nature of Easements and Rights Granted**

3.01. Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Cataldo Block and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions.

3.02. Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

(a) Are made for the direct, mutual and reciprocal benefit of the Owners, Occupants and Permittees of the respective Sites;

(b) Create mutual equitable servitudes upon each parcel in favor of the other Sites;

(c) Constitute covenants running with the land; and

(d) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Cataldo Block at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

3.03. Transfer of Title. The acceptance of any transfer or conveyance of title from any party hereto or its respective heirs, representatives, successors or assigns of all or any part of

its interest in its Site or any portion thereof, including any Outlot, shall be deemed to require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such Site to use or occupy the Site in any manner which would constitute a violation or breach of any of the easements, covenants or restrictions contained herein.

ARTICLE IV **Maintenance Private Street**

4.01. Owner Maintenance of Private Street. Each Owner shall maintain, or cause to be maintained, the Private Street from time to time located on its Site in good order, sound structural and operating condition. Such maintenance shall include, but shall not be limited to:

(a) Maintenance, repair and replacement of the surface and subsurface of parking lot and driveways adjoining the Private Street and to maintain it level, smooth and evenly covered with the type of materials originally constructed thereon or such substitutes as will in all respects be equal to such materials in quality, appearance and durability;

(b) Maintenance and care of all grass, shrubs and landscaping, including, but not limited to, the fertilizing, watering, mowing and trimming thereof and maintaining, repairing and replacing (when necessary) automatic sprinkler systems and water lines;

(c) Removal from the Private Street of papers, debris, ice, snow, refuse and other hazards to persons using the Private Street, and washing or thoroughly sweeping paved areas as required;

(d) Maintenance of such appropriate parking area entrance, exit and directional signs, markers and lights as will be reasonably required from time to time; and

(e) Such painting and repainting as may be required to maintain parking area and equipment installed thereon in high quality condition.

4.02. Common Maintenance of Private Street. Each Owner shall be responsible for its proportionate share of the cost of operation, repair, and maintenance and improvement of the Private Street that is common to the Parties, including street sweeping, snow removal, overlay, crack sealing and reconstructing (collectively “**Common Maintenance**”).

(a) An Owner’s Proportionate Share shall be calculated as follows:

Owner’s Street Frontage / (linear feet of Cataldo Block) x Estimated Cost of Annual Maintenance = Proportionate Share. An Owner's Proportionate Share shall be calculated based upon the Owner's street frontage on one or both sides of the Cataldo Block.

(b) The Owners, within sixty (60) days of the Effective Date shall meet to provide for matters set forth in this Article IV. At this meeting, the Owners, through vote or other agreed method, shall elect an individual to serve as the **Common Maintenance Administrator** to perform the duties and responsibilities set forth in this Article IV.

(c) The Common Maintenance Administrator shall within sixty (60) days of election/appointment prepare a maintenance budget and allocate the Owner's Proportionate Share which shall be paid to the Common Maintenance Administrator on or before January 1st each year. Common Maintenance Administrator shall provide an accounting of the actual cost of annual maintenance on or before April 1st of the year following the expenditure. If the actual cost is less than the estimated cost, the difference may be retained by Common Maintenance Administrator in a segregated reserve account. If the actual cost exceeds the estimated cost Common Maintenance Administrator may apply funds from the reserve account to balance the accounting; or if the reserve funds are not sufficient to balance the accounting the Common Maintenance Administrator may invoice each owner for its share of the excess, based on the Owner's Proportionate Share calculation, which each owner shall pay on or before June 1st of each year.

(d) In addition, the Common Maintenance Administrator: (i) shall be responsible for contracting for and ensuring performance of the Common Maintenance; (ii) may be replaced by the mutual agreement of the Owners of the majority of the Street Frontage of the Cataldo Block; (iii) shall be reimbursed by each Owner, based on the Proportionate Share calculation, for the actual costs and expenses incurred in carrying out its duties as Common Maintenance Administrator, which may be invoiced annually for those costs and expenses incurred in a calendar year.

(e) The necessity for and adequacy of maintenance and improvement shall be measured by the standard that exists or is required for improvements of similar construction and use in the vicinity of the Properties. No less than every twenty-four (24) months, the Common Maintenance Administrator shall perform a study to determine the Common Maintenance costs and expenses that are projected for the ensuing calendar year. If the study shows that there are adequate funds in the Common Maintenance Account to provide for twenty-four (24) months of costs and expenses, the annual payment shall be suspended until such time as the Joint Maintenance Fund decreases below \$40,000 (adjusted annually for inflation). Payments are suspended until the Common Maintenance Administrator provides sixty (60) days written notice to the Parties stating the balance of the Joint Maintenance Fund and that their annual payment under this section is required. In addition, the Common Maintenance Administrator shall, no less than every three (3) years, perform a study of the Private Street improvements and make a recommendations concerning the costs and expenses necessary to repair and replace the Private Street and related

improvements. Thereafter, following sixty (60) days written notice from the Common Maintenance Administrator, the Parties shall commence to fund the capital reserve account as agreed by the Parties.

(f) Notwithstanding anything set forth in this Declaration, an Owner who constructs building or improvements pursuant to Section 2.01.5 shall be solely responsible for repair, replacement, maintenance, and improvement of such building and improvements. A failure to perform repair maintenance and other obligations set forth herein shall be cause for relief pursuant to Article V.

4.03. Failure to Properly Maintain. In the event that any Owner or the Common Maintenance Administrator fails to properly maintain that portion of the Private Street (such party being herein referred to as the “**Defaulting Party**”), any other Owner (hereinafter referred to as the “**Nondefaulting Party**”) may send written notice of such failure to the Defaulting Party. Such notice shall contain an itemized statement of the specific deficiencies (hereinafter referred to as the “**Deficiencies**”) in the Defaulting Party’s performance of the Private Street maintenance to be performed by it. Notwithstanding anything to the contrary in Section 5.02, the Defaulting Party shall have ten (10) days after receipt of the said notice in which to correct the Deficiencies or in which to commence to correct the Deficiencies if the Deficiencies cannot be corrected within the said ten (10) day period, and thereafter, to proceed diligently to complete the correction of the Deficiencies. In the event that the Defaulting Party shall unreasonably fail or refuse to timely correct or to begin to correct the Deficiencies, as the case may be, the Nondefaulting Party may, at its option, correct the Deficiencies. In the event that the Nondefaulting Party shall exercise the said option and shall correct the Deficiencies, the Defaulting Party shall, immediately upon receipt from the Nondefaulting Party of an itemized invoice for the costs incurred by the Nondefaulting Party in correcting the Deficiencies, pay all costs to the Nondefaulting Party plus interest thereon from the date of receipt of such invoice at a rate equal to the lesser of fifteen percent (15%) or the maximum rate allowed by applicable law.

4.04. Taxes. The Owners of each Site shall pay or cause to be paid all taxes and special assessments levied against their respective Site, including any portion of the Private Street on its Site, prior to delinquency of such taxes or special assessments.

ARTICLE V
Enforcement - Injunctive Relief

5.01. Remedies. In the event of any violation by any party hereto or by any Permittee or Occupant of any part of the Cataldo Block of any of the terms, restrictions, covenants and conditions provided herein, any of the parties, or their respective successors or assigns, as the case may be, shall have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, thirty (30) days' written notice of the violation will be given to all other Owners and to the persons or entity guilty of such violation or threatened violation.

5.02. Notice. Except as provided in Section 4.03, a party will not be in default under this Declaration unless such party shall have been served with a written notice specifying the default and shall fail to cure such default within thirty (30) days after receipt of such notice, or shall fail to commence to cure the default within such period of time if the default cannot be cured within the said thirty (30) day period, and thereafter, to proceed diligently to complete the curing of the default.

5.03. Breach Does Not Affect Declaration. It is expressly agreed that no breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Declaration.

ARTICLE VI
Mutual Indemnification

6.01. Indemnification. Each Owner, with respect to its portion of the Cataldo Block, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold each other Owner harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to the failure by such Owner to maintain its portion of the Cataldo Block in a safe and proper condition. Each Owner shall give each other Owner prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

ARTICLE VII
Duration and Termination

7.01. Duration. The easements, covenants, restrictions and other provisions of this Declaration shall be of perpetual duration and shall run with the land.

7.02. Amendment. This Declaration may not be modified, terminated, or rescinded except by written instrument executed by all the Owners as of the date of such instrument and recorded in the Office of the Register of Deeds of the County in which the Cataldo Block is located; provided, however, that no such amendments shall impose any materially greater obligation on, or materially impair any right of, the Owner of a Site, without the consent of the Owner of such Site. Any amendments or modifications of this Declaration shall be superior to any and all liens, to the same extent as this Declaration, and to the same extent as if such amendment or modification had been executed and recorded concurrently herewith. In the event that a condominium or like development is constructed on the Cataldo Block, the governing owners' association shall be deemed the Owner for purposes of consenting to any amendment, and it shall not be required that each owner of a condominium unit consent to an amendment.

ARTICLE VIII **Not a Public Dedication**

8.01. Nothing contained in this Declaration shall, or shall be deemed to, constitute a gift or dedication of any portion of the Cataldo Block to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration will be strictly limited to and for the purposes expressed herein.

ARTICLE IX **Reasonableness of Consent**

9.01. Unless otherwise provided herein, whenever an Owner's agreement or approval is required hereunder, such Owner shall not unreasonably withhold or delay such agreement or approval. If an Owner shall not agree, or shall disapprove, the reasons therefor shall be stated in writing and in reasonable detail within thirty (30) days after receipt of the request seeking agreement or approval. If an Owner fails to provide such reasons within the required time period, such Owner shall be deemed to have agreed or approved provided that the notice seeking agreement or approval stated that such Owner's failure to provide written objections within thirty (30) days shall be deemed approval of such request.

9.02. Notwithstanding anything to the contrary in this Declaration, no consent, agreement or approval shall ever be required of any Occupant or other Permittee other than the Owners of any Site.

ARTICLE X
Miscellaneous

10.01. Recording. A fully executed counterpart of this Declaration shall be recorded in the Office of the Register of Deeds of the County in which the Cataldo Block indicated.

10.02. Benefit. This Declaration shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

10.03. Waiver. No waiver of any breach of any of the easements, covenants, restrictions or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other easement, covenant, restriction or agreement.

10.04. Severability. If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

10.05. Applicable Law. This Declaration shall be construed and enforced in accordance with the laws of the State in which the Cataldo Block is located.

10.06. Counterparts. This Declaration may be executed in several counterparts, all of which together shall be deemed an original single document.

10.07. Notice. All notices given or permitted under this Declaration shall be in writing and shall be sent by: (a) U.S. Mail, postage prepaid, certified or registered mail, return receipt requested or (b) for delivery on the next business day with a nationally-recognized express courier. All such notices shall be sent to the following addresses, until such addresses are changed by thirty (30) days' notice, and to any subsequent Owners at such address, such party sending such notice has received:

To SPFD:
Stephanie Curran
720 W. Mallon Ave.
Spokane, WA 99201
scurran@spokanepfd.org

With copy to:
Stanley Schwartz
Witherspoon Kelley
422 W Riverside Ave, Ste. 1100
Spokane, WA 99201

To Future Vision Properties, LLC:
I.L.F. Media, LLC
Attn: Daro Walker and James
Swoboda
540 W. Cataldo Avenue, Suite 300
Spokane, WA 99201

To City:
Garrett Jones
Parks Planning and Development Manager
808 W Spokane Falls Blvd # 5
Spokane, WA 99201

With copy to:
Robbi Magnuson
2224 S. Rockwood Blvd.
Spokane, WA 99203

With copy to:
Spokane City Attorney
808 W Spokane Falls Blvd #3324
Spokane, WA 99201

To Papillon Building, LLC:
Attn: Sheldon Jackson
1516 W. Riverside, Suite 200
Spokane, Washington 99201

With copy to:
Elizabeth A. Tellessen
Winston & Cashatt, Lawyers
601 W. Riverside Ave., Suite 1900
Spokane, WA 99201

To CFCU:
Canopy Federal Credit Union
Attn: Charlotte Nemec
601 W. Mallon Avenue
Spokane, WA 99201

With copy to:
Elizabeth A. Tellessen
Winston & Cashatt, Lawyers
601 W. Riverside Ave., Suite 1900
Spokane, WA 99201

10.08. Entire Agreement. This Declaration and the Exhibits hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof and all prior negotiations, understandings or agreements are superseded. The provisions of this Declaration shall be construed as a whole according to their common meaning and not strictly for or against any party. The rule of construction to the effect that an instrument shall be construed against its draftsman shall not apply to this Declaration and shall not negate or invalidate any provision of this Declaration.

10.09 Attorney Fees. In any action brought under this Declaration, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, its reasonable attorney fees and costs as determined by a court with jurisdiction over the subject matter of the dispute.

This Declaration shall be binding upon the Parties as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first above written.

SPOKANE PUBLIC FACILITIES
DISTRICT

By: [Signature]
Larry Soehren, Board President
Date: 9/16/19

City of Spokane

By: _____

Future Vision Properties, LLC

By: [Signature]
Its: Jim Swoboda
Date: 10.9.19

Attest: _____
City Clerk

CANOPY FEDERAL CREDIT UNION

[Signature]
By: Charlotte Nemec
Its: President/CEO
Date: 10/2/19

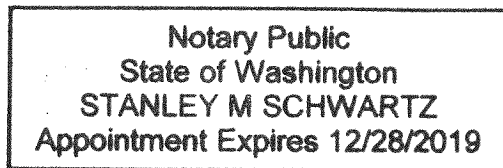
PAPILLON BUILDING, LLC

[Signature]
By: Sheldon G. Jackson
Its: Manager
Date: 10.2.19

STATE OF Washington)
) ss.
COUNTY OF Spokane)

On this 16th day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Larry Soehren, to me known to be the Board Chair of SPOKANE PUBLIC FACILITIES DISTRICT and acknowledged the foregoing instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public for the State of Washington
Residing at: Spokane
My Commission expires: 12-28-19

STATE OF Washington)
) ss.
COUNTY OF Spokane)

On this 2nd day of October, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the _____ of CITY OF SPOKANE and acknowledged the foregoing instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

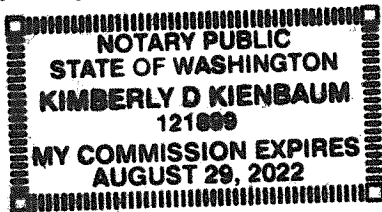
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Washington
Residing at: _____
My Commission expires: _____

STATE OF Washington)
) ss.
COUNTY OF Spokane)

On this 02 day of October, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Charlotte Nemeo, to me known to be the President/CEO of CANOPY FEDERAL CREDIT UNION and acknowledged the foregoing instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

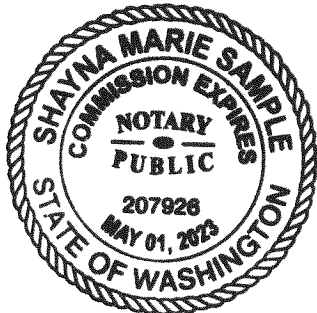


Kimberly D Kienbaum
Notary Public for the State of Washington
Residing at: Spokane
My Commission expires: Aug 29, 2022

STATE OF Washington)
) ss.
COUNTY OF Spokane)

On this 9th day of October, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Jim Swoboda, to me known to be the Vice president of FUTURE VISION PROPERTIES, LLC and acknowledged the foregoing instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

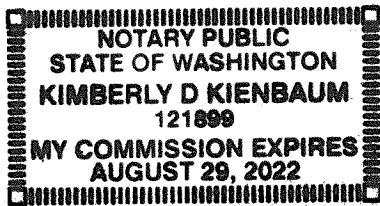


Shayna Sample
Notary Public for the State of Washington
Residing at: Spokane
My Commission expires: May 01, 2023

STATE OF Washington)
) ss.
COUNTY OF Spokane)

On this 02 day of October, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Sheldon Jackson, to me known to be the Manager of PAPILLON BUILDING, LLC and acknowledged the foregoing instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kimberly D Kienbaum
Notary Public for the State of Washington
Residing at: Spokane
My Commission expires: Aug 29, 2022

EXHIBIT “1”
CATALDO BLOCK

NE 1/4, SEC. 18, T.25N., R.42E., W.M.

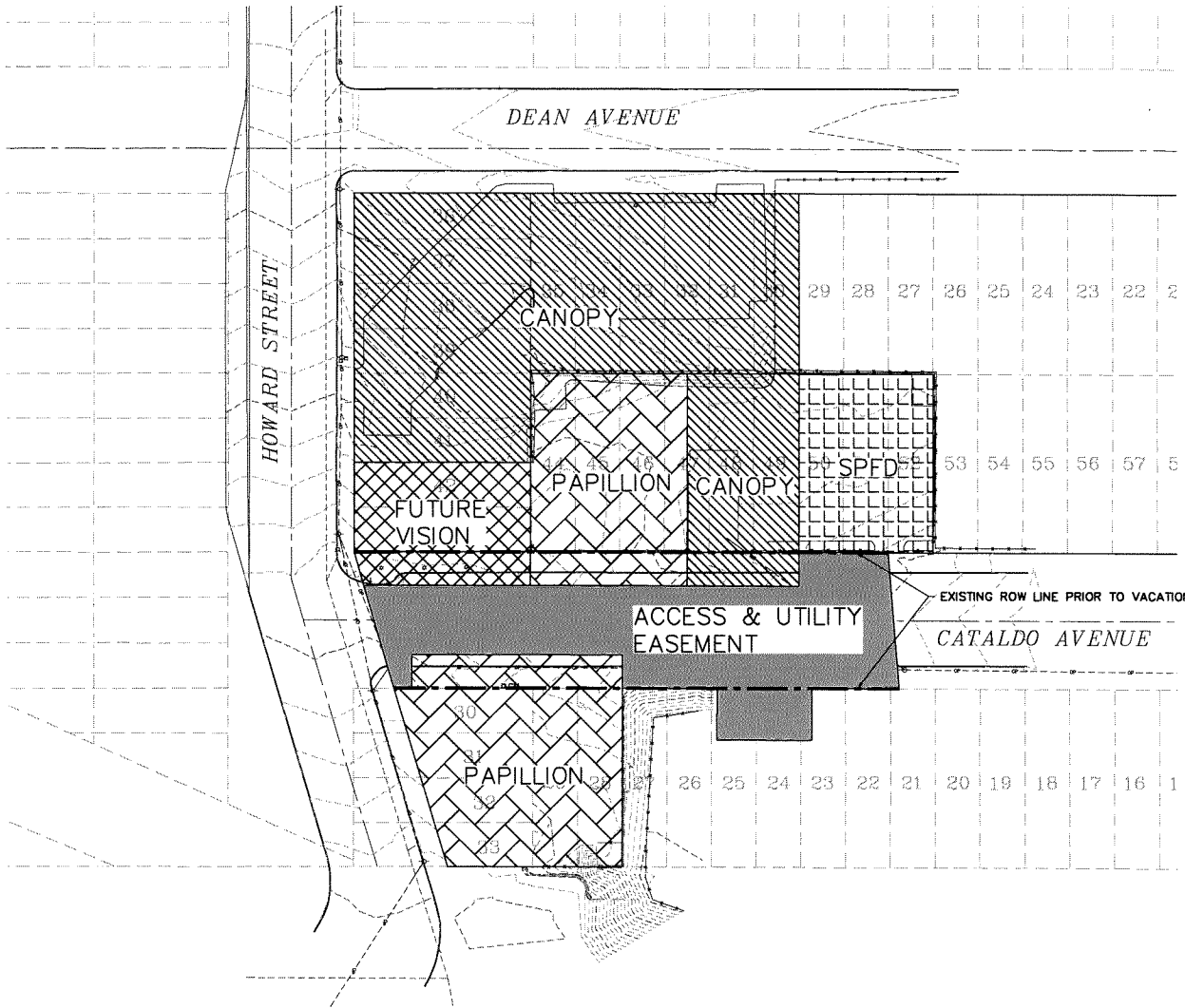


LEGEND

- WATER**
- FIRE HYDRANT
 - WATER METER
 - WATER VALVE
 - WATER VALVE MARKER
 - WELL
 - WATER MANHOLE
- SEWER**
- SANITARY SEWER MANHOLE
 - SANITARY SEWER CLEANOUT
- GAS**
- GAS METER
 - GAS MANHOLE
 - GAS VALVE
- IRRIGATION**
- IRRIGATION CATCH BASIN
 - IRRIGATION BOX
 - IRRIGATION VALVE
- STORM**
- CATCH BASIN
 - DRAINAGE MANHOLE
 - DRYWELL
 - CATCH BASIN
- POWER**
- ELECTRIC METER
 - GUY WIRE
 - POWER POLE
 - POWER MANHOLE
 - POWER VAULT
 - POWER TRANSFORMER
- TELEPHONE/MISC. UTILITIES**
- TELE POLE
 - TEL CABLE RISER
 - TEL-BOX
 - TEL MANHOLE
 - UTILITY MANHOLE
 - UTILITY VAULT
- MISCELLANEOUS**
- JUNCTION BOX
 - JUNCTION BOX
 - SIGN
 - STREET LIGHT ASSEMBLY
 - LIGHT POLE
 - MAIL BOX
 - ROCK
 - RIPRAP
 - SHRUB
 - ★ TREE (CONIFER)
 - TREE (DECIDUOUS)
 - RUMBLE BARS
 - TEST WELL
 - METLAND FLAG
 - RR CROSSING SIGNAL
 - GATE POST
 - BOLLARD

HATCH LEGEND

- CANOPY PROPERTY AREA
- PAPILLION PROPERTY AREA
- FUTURE VISION PROPERTY AREA
- SPOKANE PFD PROPERTY AREA
- ACCESS & UTILITY EASEMENT AREA



PROPERTY AREA/EASEMENT EXHIBIT
SCALE: 1" = 30'

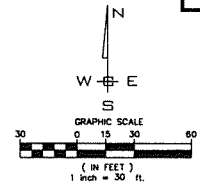


EXHIBIT 1 -- AFFECTED LAND

PLANS
NOT APPROVED
BY AGENCY



SHEET
1 OF 1
JOB NUMBER
19-2387

JACKSON - CATALDO
CATALDO AVE EASEMENT EXHIBIT
930 N HOWARD
SPOKANE, WA 99201



PROJ #: 19-2387
DATE: 10/03/16
DRAWN: RMA
REVIEWED: TRW

SCALE:
HORIZONTAL:
1" = 30'
VERTICAL:
N/A

NO.	DATE	BY	REVISIONS

NAVD - 88
NAD83

EXHIBIT “2”

PRIVATE STREET

EXHIBIT 2 -- PRIVATE STREET

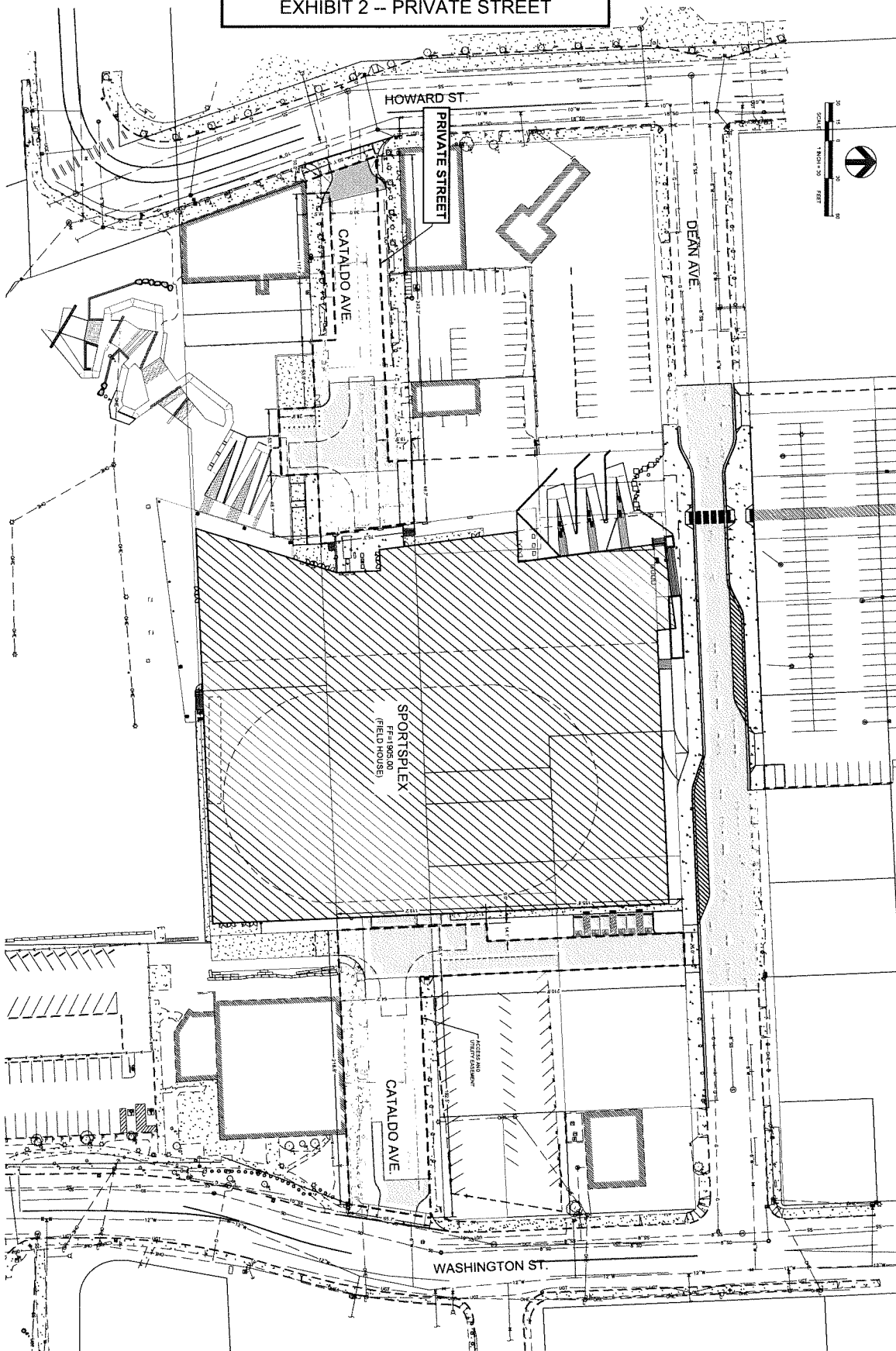
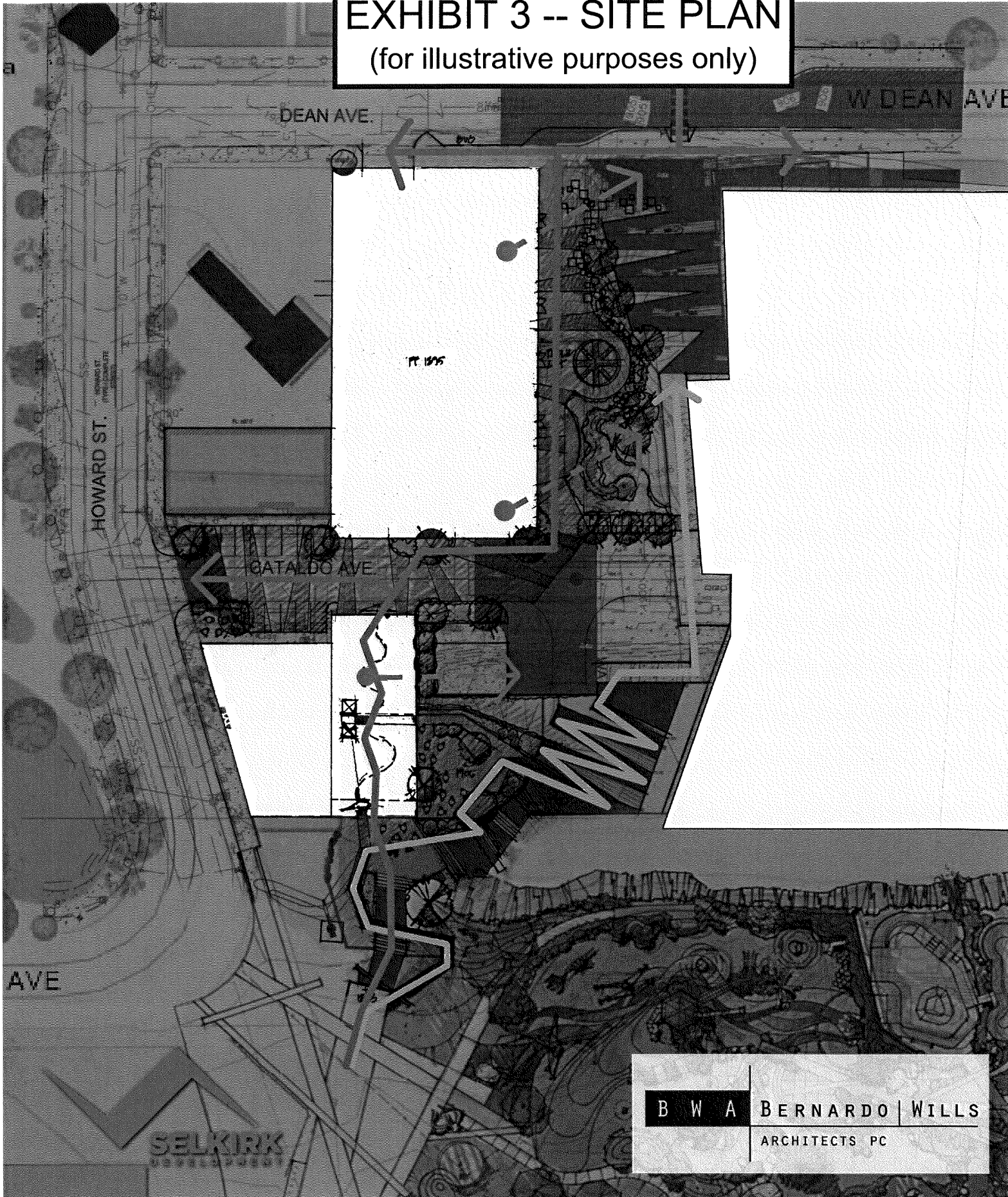


EXHIBIT “3”

SITE PLAN

EXHIBIT 3 -- SITE PLAN

(for illustrative purposes only)



B W A BERNARDO | WILLS
ARCHITECTS PC

EXHIBIT D
MINIMUM INSURANCE REQUIREMENTS
SPOKANE SPORTSPLEX

I. Property.

- a. Blanket Real and Person Property, Special Form:
 - 100% Replacement Value.
 - Business Income, Extra Expense and Rental Value (Business Interruption).
 - Earthquake-Minimum \$5,000,000; Additional Limits at District discretion subject to availability and reasonable price.
 - Flood-Minimum \$5,000,000; Additional Limits at District discretion subject to availability and reasonable price.
- b. Builder's Risk:
 - Sportsplex Construction Contract Price.

II. Liability.

- a. Commercial General and Business Auto Liability:
 - Bodily Injury and Property Damage.
 - Premises and Operations including X, C and U.
 - Independent Contractor's Protective.
 - Personal Injury with Employment Exclusion Deleted.
 - Products and Completed Operations.
 - Broad Form Property Damage and Completed Operations.
 - Contractual including Contractor's Indemnity Obligations.
 - Personal and Advertising Injury.
 - Premises Medical Expense.
 - Fire Damage.
 - Employer's Liability (Washington Stop Gap Liability) to supplement Washington workers' compensation program in which District shall participate as required by law.
 - Owned, Non-owned and Hired Vehicles.
- b. With Combined Single Limits of:
 - General Aggregate, \$2,000,000.
 - Products/Completed Operations Aggregate, \$2,000,000.
 - Personal Injury, \$1,000,000.
 - Each Occurrence, \$1,000,000.
 - Fire Damage, \$100,000.
 - Medical Expense, Any One Person, \$5,000.

- c. Umbrella:
- Each Occurrence, \$10,000,000.
 - Aggregate, \$10,000,000.
 - Self-Insured Retention, \$10,000.

Spokane Park Board

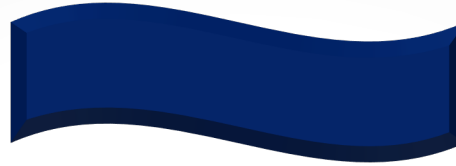
Briefing Paper



Committee	Recreation		
Committee meeting date	Dec. 4, 2019		
Requester	Jennifer Papich	Phone number: 509-363-5420	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	New OPR; Cross ref: OPR 2018-0855 and OPR 2019-0021		
Item title: (Use exact language noted on the agenda)	Spokane Public Facilities District Joint Use Agreement/SportsPlex		
Begin/end dates	Begins: 01/01/2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: The intent of this Joint Use Agreement (JUA) is to promote maximum public utilization of the SportsPlex for residents and visitors alike, offering a place for public sports, recreation, education and celebration. Under this agreement, SPRD is given priority use and access to the SportsPlex every Monday through Thursday of each week of the year, except as needed for the District's preplanned events (4 months or greater). The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this agreement, District and city staff will meet a minimum of two times per year, in person, to address issues regarding delivery of services under this agreement. For the past few months, Parks and Recreation staff, Public Facilities staff, Park Board and SPRD board members, and the Sports Commission have been meeting regularly to finalizing the language in this agreement.			
Motion wording: Motion to approve the Joint Use Agreement between the Spokane Public Facilities District and the City of Spokane Parks and Recreation Division relating to the use of the SportsPlex facility.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Public Facilities District Name: Stephanie Curran Email address: scurran@spokanepfd.org Phone: 509-279-7000			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Papich Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: n/a Budget code:			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



S P O K A N E
P U B L I C F A C I L I T I E S
D I S T R I C T



SportsPlex Joint Use Agreement

The intent of this Agreement is to:

- Promote maximum public utilization of the SportsPlex for residents and visitors alike.
- Public use and access is a material consideration for the Park Board's commitments under this agreement for future programming growth.
- Since early September PFD, SPRD and the Sports Commission have been working to create the SportsPlex joint use agreement utilizing the SPS/SPRD JUA as a starting template.



S P O K A N E
P U B L I C F A C I L I T I E S
D I S T R I C T



Joint Use Agreement Update

- Leadership on both sides acknowledge that regular and ongoing communication is vital to the success of the collaboration and administration of this agreement.
- This agreement will be a fluid work in progress that will most likely need to be revisited annually with amendments once the facility is open.
- Bi-Annual required meetings in person to address issues regarding delivery of services.
 - Jennifer Papich, Director of Recreation SPRD
 - Stephanie Curran, Public Facilities District CEO



S P O K A N E
P U B L I C F A C I L I T I E S
D I S T R I C T



Agreement Modifications

- ✓ **Priority of Use:**

- ✓ The PFD has first priority of use for scheduling their facility

- ✓ **Second Priority of Use:**

- ✓ City Parks and Recreation – priority of use of the SportsPlex
Mon. – Thurs. of each week of the year except as needed for PFD
preplanned events.

**INTERLOCAL AGREEMENT
BETWEEN PUBLIC FACILITIES
DISTRICT AND
CITY OF SPOKANE PARKS AND RECREATION
DIVISION REGARDING JOINT USE OF THE
SPORTSPLEX FACILITY**

This Agreement is entered into this _____ day of December 2019 by and between **Spokane Public Facilities District, whose address is 720 West Mallon Avenue, Spokane, WA 99201** ("District"), and the City of Spokane Parks and Recreation Division ("~~Parks~~" or "~~Parks and Recreation Department~~Division"), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201, jointly referred to as "**Parties**."

Format

WHEREAS, the City of Spokane, to include the Parks and Recreation ~~Department~~Division, entered into an "Interlocal Cooperation Agreement for Development of the ~~Sportsplex~~SportsPlex" on January 15, 2019, which included Section 4.2 entitled "City Parks and Recreation ~~Department's~~Division's Use of Sports~~Pp~~Plex" which provided for a "Joint Use Agreement;" and

WHEREAS, the Parties thereafter entered into a lease agreement captioned "Ground Lease with City of Spokane Park Board" providing for the District's lease of land from the City to facilitate construction and operation of the Sports~~Pp~~Plex (the "Ground Lease"); and

WHEREAS, this Interlocal Agreement is intended to establish rights and responsibilities contemplated in the Sports~~Pp~~Plex Interlocal Agreement.

NOW, THEREFORE, upon mutual consideration exchanged by and between the Parties, it is hereby agreed:

1. 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 each have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of the SportsPlex for residents and visitors alike, offering a place for public sports, recreation, education and celebration. The parties recognize and acknowledge that the SportsPlex can only be successful and meet its operational expenses through the programming of paid events, which must be a first priority. At the same time, the District acknowledges that public use and access is a material consideration for the Ground Lease and for the Park Board's commitments under this agreement for future programming growth by Parks.

Format

2. 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 as set forth below:

2.1 Meetings. District and ~~City-Parks~~ staff involved with the direct provision of services will meet a minimum of two times a year, in person, to address issues regarding delivery of services under this Agreement.

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

District: Public Facilities District Chief Executive Officer (509-279-7000)

~~City~~**Parks**: 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.

3. **Duration.** This Agreement shall commence on the Commencement Date of the Ground Lease and shall terminate on expiration or termination of the Ground Lease.

4. **Definitions.**

4.1 **“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.

4.2 **“SportsPlex Property”** Means the real property described in the Ground Lease.

4.3 **“SportsPlex”** means a facility which shall consist of a field house to generate sports tourism through use by the general public that will include, but not limited to, basketball, volleyball, indoor track and other court sports with associated meeting rooms, locker rooms, restrooms public area, office space, and concession areas. See Exhibit C.

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

A. Joint Use Scheduling Procedures (Notes: Outlining Seasonal Conversion, activities that are allowed and not allowed, etc.

B. SPRD/PFD Annual Meeting Agenda

C. A map of the SportsPlex with highlighted areas for SPRD usage.

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

5. **Priority of Use.**

5.1 **First Priority Use.** The District has first priority for scheduling the use of the Sports~~P~~plex.

5.2 **Second Priority Use.** Second priority is given to the Parks and Recreation ~~Department~~**Division**, joint use partner under this agreement.

5.3 **Limitations on Park's Use.** The Parks and Recreation ~~Department~~-Division shall not have the right under this Agreement to use the SportsPlex for (1) commercial purposes, that is to provide use of the facilities to a third party that otherwise would be obligated to compensate the District for such use, or (2) political purposes, that is, to promote a candidate for elective public office, or to campaign for or against an issue that is the subject of a public vote.

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

6. **Use of Facilities.**

6.1 **SportsPlex Priority Usage.** The Parks and Recreation Division is given priority use and access to the SportsPlex each Monday through Thursday of each week of the year, except as needed for the District's preplanned (4 months or greater) conversions or District scheduled events, with any conflicts (arising during the 4-month period) determined jointly by the Parks and Recreation Director or designee and the District CEO or designee that are reviewed by the Joint Use Committee.

6.2 **SportsPlex Non-Priority Usage.** The Parks and Recreation Division access to the SportsPlex Friday through Sunday of each week of the year subject to the discretion and approval of the District CEO or his/her designee.

7. **Scheduling.**

7.1.1 **Scheduling of the SportsPlex.** Scheduling shall be in accordance with the details identified in **Exhibit A: "Joint Use Scheduling Procedures"**

7.1.2 **Cancellation.** Either party will provide minimum notice of five (5) business days for cancellations.

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 District policies and procedures. The District facilities are tobacco free, drug free, and a 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.

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 ~~The City Parks~~ is solely responsible for inspecting the SportsPlex facilities 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 Parks~~ shall refrain from using the facilities or real property until the defects or hazards are brought to the District's attention ~~of the owning party~~ and are removed, repaired, or otherwise made safe by the ~~owning party~~ District.

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

8.3.1 Use of the SportsPlex by Parks shall be free of rent or other fees or assessment by the District, including, without limitation, utility costs.

8.3.2 Parks shall reimburse the District for any event-specific conversion costs or any event-specific security costs that are directly related to Parks use of the SportsPlex.

8.3.3 Unless agreed otherwise or such acts are contrary to District policy or third-party agreements for District facilities, Parks shall supply its own resources and/or staff for conversion, event management, and security in lieu of paying the District. Parks will provide the District a detailed list of staff assigned to work SportsPlex ~~City Parks'~~ programs. Parks staff will be required to receive documented facility training.

8.3.4 Routine maintenance of personal property in the ~~SportsPlex~~ SportsPlex shall be the District's responsibility ~~of the owning party~~. Except as provided in Section 8.5 below, In no circumstances shall any entity other than the equipment owner or owner's District shall be responsible for vendor make-making repairs or alterations to the its owning party's equipment.

8.3.5 Custodial services shall be provided by the District, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by ~~using party Parks~~ only when such maintenance involves extra costs to the ~~owning party~~ District directly attributable to use by Parks.

8.4 **Utilities.** The District shall furnish all reasonable and 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~~ District, except consumable equipment and supplies shall be provided 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

occupy, or have the care, custody, or control of any real or personal property owned by the other party, the party using the real or personal property shall bear all risk, loss, or damage to the real or personal property 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 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 11.2 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 any other prior joint use agreements previously entered into between the District and the City for the SportsPlex.

11. **Termination/Written Notice.**

~~11.1 **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 cure the material breach within the 180-day time period or for such longer period as is reasonably needed in order to cure. The parties shall engage in the mandatory dispute resolution provision in Section 13 of this Agreement prior to termination of the Agreement.~~

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

District: _____ Public Facilities District Chief Executive Officer
_____ 720 West Mallon Ave.
_____ Spokane, WA 99201

City: _____ Spokane Parks and Recreation Division
_____ Director City Hall
_____ 808 West Spokane Falls
_____ Boulevard Spokane, WA
_____ 99201-3317

~~12.11. **Financial Crisis.** In the event of a financial crisis, declared by resolution of the governing body of either party, the Parties shall meet and confer on how best to move forward under the Agreement and the Ground Lease.~~

~~12. **Mediation and ArbitrationMandatory 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. If either party has a claim or dispute under this Agreement, written notice of the same shall be sent to the other party. The notice shall~~

provide a brief description of the dispute.

Meet and Confer. Within five (5) days of the delivery of the notice, the Parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable period of time, not exceeding thirty (30) days, either party may give notice of mediation.

Mediation. The mediator shall be chosen through mutual agreement of the Parties. If a mediator is not engaged within ten (10) days of the notice of mediation the matter may proceed to arbitration. The mediator's fees and costs shall be equally shared by the parties.

Arbitration. If the Parties cannot resolve their dispute through mediation, the exclusive remedy is binding arbitration in accordance with the JAMS Arbitration Rules or by an Alternate Dispute Resolution Process that is mutually agreed upon. The arbitrator's fees and costs shall be equally shared. The arbitrator's decision shall be final, binding on the Parties and enforceable pursuant to RCW Chapter 7.04A.

The pendency of mediation or arbitration shall not suspend or terminate any payment or performance obligation under this Agreement.

13. **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.

14. **Exhibits.** Exhibits – as attached.

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

16. **RCW 39.34 Required Clauses.**

16.1 **Purpose.** See Section 1 above.

16.2 **Duration.** See Section 3 above.

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

16.4 **Responsibilities.** See provisions herein.

16.5 **Agreement to be Filed.** ~~The City Parks~~ 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.

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

~~16.7~~ **Termination.** See Section 11 above.

~~16.8~~16.7 **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 FACILITIES DISTRICT

Stephanie Curran
Chief Executive Officer

Date

CITY OF SPOKANE PARKS AND RECREATION DIVISION

Garrett Jones
Director, interim

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

EXHIBIT A

Public Facilities District (PFD) Spokane Parks & Recreation Division (SPRD) Joint Use of Facilities Scheduling Procedures

I. PFD/SPRD Scheduling Procedures for Joint Use

The PFD/SPRD Joint Use agreement is a partnership between PFD and SPRD resulting from the Interlocal Cooperation Agreement for Development of the SportsPlex to allow public use and access to the SportsPlex through organized SPRD Recreational Programs.

Authorization Protocol

- a. SPRD Director of Recreation or designated staff are authorized to make requests on behalf of SPRD or approve requests.
- b. PFD Chief Executive Officer or designated staff are authorized to approve requests from SPRD.

II. PFD Facilities & Availability

- a. ~~The Property owner~~Public Facilities District has first priority for scheduling ~~their facilities-the SportsPlex~~ under this agreement.
- a-b. Second priority is given to the Parks and Recreation Department, joint use partner under this agreement.
- b-c. City Parks and Recreation Division or "Parks" is given priority use and access to the SportsPlex each Monday through Thursday of each week of the year, except as needed for the District's preplanned (4 months or greater) conversions or District scheduled events, The latest that an activity at the SportsPlex can be scheduled to end is 11:00pm -unless otherwise approved by PFD.
- e-d. The SportsPlex Facility during the months of mid-December through March will be available-converted for Track and Field programming, during which time Parks can schedule programs that have the ability to utilize the SportsPlex in this converted state, -only-, unless otherwise specified by the PFD.
- d-e. SPRD may request SportsPlex use Friday through Sunday however during these times PFD has first scheduling priority, SPRD weekend use will be assessed on a case by case basis depending on availability.

III. 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 B**.

IV. Facility Use Cancellations or Changes

- a. Cancellation and changes of scheduled events must be communicated to the facility owner at least five (5) working days prior to the event.
- b. In the event of a scheduling conflict, the facility owner must notify the user and reschedule the cancelled event. Cancellation for a conflict should be communicated at least five (5) days prior to an event.
- c. For PFD facilities changes to scheduled events shall be submitted through e-mail to the PFD designated contact person, established in the August meeting (See Section 3 above).
- d. If Spokane Public Schools cancel classes due to weather, SPRD cancels programs and events as well.

V. SportsPlex Use and General Rules and Regulations

- a. The rules and regulations are in place to preserve the integrity of the SportsPlex for the best interests of all users. Failure to comply with these rules and regulations may jeopardize future use.
- b. Rules for use will be reviewed annually at the August meeting.

VI. 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 will be funded as mutually agreed upon.

VII. Sign-up Process to be Eligible to use the SportsPlex

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/PFD Annual August Meeting
~~Agenda~~AGENDA

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

1. Update contact list
2. Review calendar of SportsPlex pre-scheduled events for the coming year
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
- 6-7. ~~Review~~ and SPRD Staff training requirements
- 7-8. Review the JUA Agreement, discuss if any amendments are needed; if so, and establish a separate meeting time to begin that process.
- 8-9. SportsPlex Facility Maintenance projects that impact availability
- 9-10. Discuss any program changes that may impact scheduled use
- 10-11. Changes to SportsPlex facility processes
- 11-12. Facility ~~E~~quipment, maintenance and/or other needs
- 12-13. Discuss any operational changes or concerns
- 13-14. Other

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



COMING FALL 2021

A WINNING DESTINATION SPOKANE SPORTSPLEX

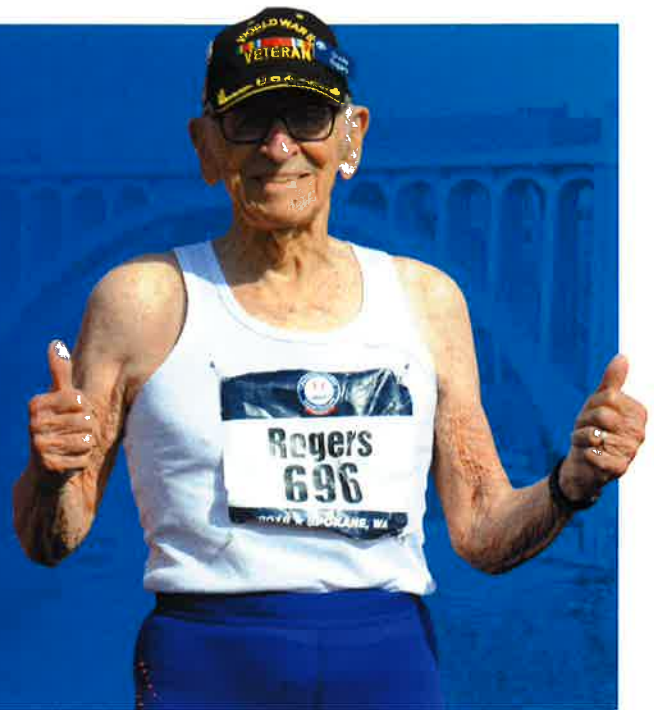
WWW.SPOKANESPORTSPLEX.ORG



SPOKANE: THERE'S NO COMPETITION

Athletes give everything they have to win. But winning on the field, track, or court isn't everything. It also takes inspired promotion, experienced management, stellar attendance, fan-friendly location and an exceptional facility to turn an average event into an outstanding one. The kind of events that Spokane helps create year after year.

Thanks to a spectacular Northwest locale, impeccable planning and support, passionate ideas, and die-hard fans—and now a destination-worthy championship venue—Spokane delivers the essential ingredients.



MORE REASONS THAN EVER TO COMPETE IN SPOKANE.

Event location has everything to do with event success. It's why something special happens to sporting events in the Spokane region. They thrill fans. They make the news. They break records. They win awards. They go down in history.

Spokane is proud to announce an all new, indoor multi-sport venue, highlighted by a state-of-the-art 200-meter hydraulic banked running track. The Spokane Sportsplex will be located on the north bank of the Spokane River in the heart of downtown Spokane. This central, urban location not only gives athletes front door access to Spokane's marvelous Riverfront Park, but is walking distance to shopping, hotels, dining and entertainment—and makes for a quick trip to Spokane International Airport.



FACILITY MANAGEMENT



The Spokane Sportsplex is owned and operated by the Spokane Public Facilities District. Spokane Sports Commission is charged with marketing, promoting, and programming the facility. In close partnership, Spokane PFD and Spokane Sports are dedicated to providing an exceptional athlete experience.

ESTIMATED PROJECT COST



Construction costs estimated at \$53 million. A unique financing plan has been developed that brings together in partnership the Spokane Public Facilities District (SPFD), State of Washington, City of Spokane, Spokane County, Spokane Parks and Hotel/Motel Association to fully fund the project. By utilizing an existing State sales tax rebate, lodging taxes, SPFD reserves, and a one-time contribution from the City of Spokane, the project will have the funds to construct and operate the facility without an increase in local taxes.

LYDIG

integrus
ARCHITECTURE

DAVIS

COFFMAN
ENGINEERS

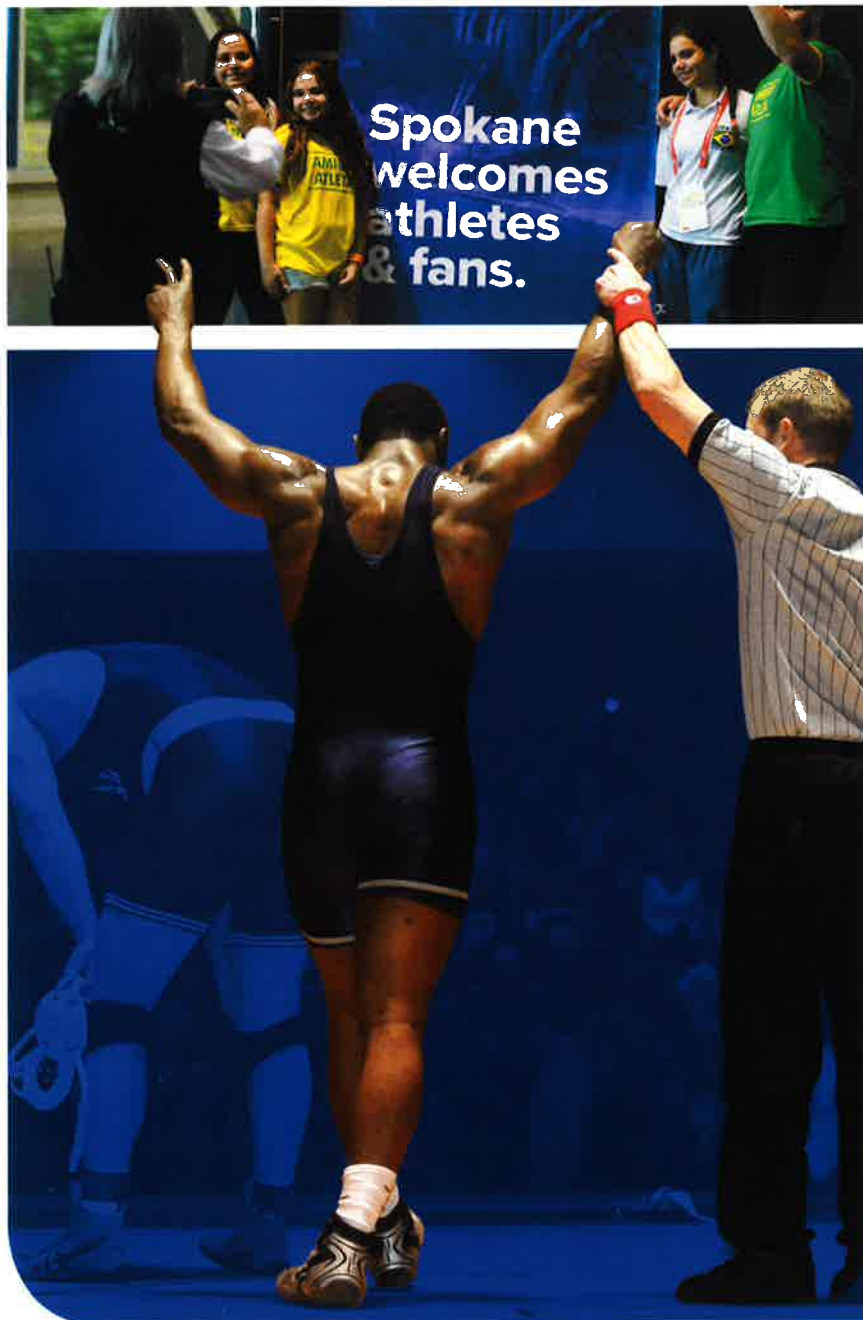
MW
CONSULTING ENGINEERS

LAND
EXPRESSIONS

A WIN-WIN FOR THE REGIONAL ECONOMY

The Spokane Sportsplex will boost the local and state economies through the attraction sports events to the Spokane region. A Gonzaga University Study and Sports Facilities Advisory report estimated the new facility would generate as much as \$33 million annually in direct tourism spending in our community. In addition, it will create new jobs through the construction phase and full-time employment once operational. Ultimately, the State and City will benefit from substantial new revenue streams that could not be realized without the existence of the facility.

As our community continues to grow as a sports destination, this sports facility will allow the region to attract events that we have not been able to host due to facility restrictions.



ANNUAL
ECONOMIC BENEFIT

18–23K

ADDITIONAL OUT-OF-TOWN
VISITORS PER YEAR

26–46K

ADDITIONAL HOTEL
STAYS PER YEAR

\$19M–\$33M

IN ADDITIONAL VISITOR
SPENDING PER YEAR

ANNUAL INCREASED
TAX BENEFIT

\$2,000,000

ESTIMATED SALES TAX

\$1,500,000

STATE SHARE (6.5%)

\$520,000

LOCAL SHARE (2.3%)

\$277,000

LOCAL LODGING TAX

Numbers based on an independent studies performed by Gonzaga University and Sports Facility Advisory.



WHERE CHAMPIONS ARE MADE

COMPLETED FALL

2021

TOTAL VENUE SQFT.

135,000

COMPETITION FLOOR SQFT.

75,000

MARQUEE FEATURE

200M

HYDRAULIC BANKED TRACK

SEATING CAPACITY

4,000

CAPABLE OF HOSTING:

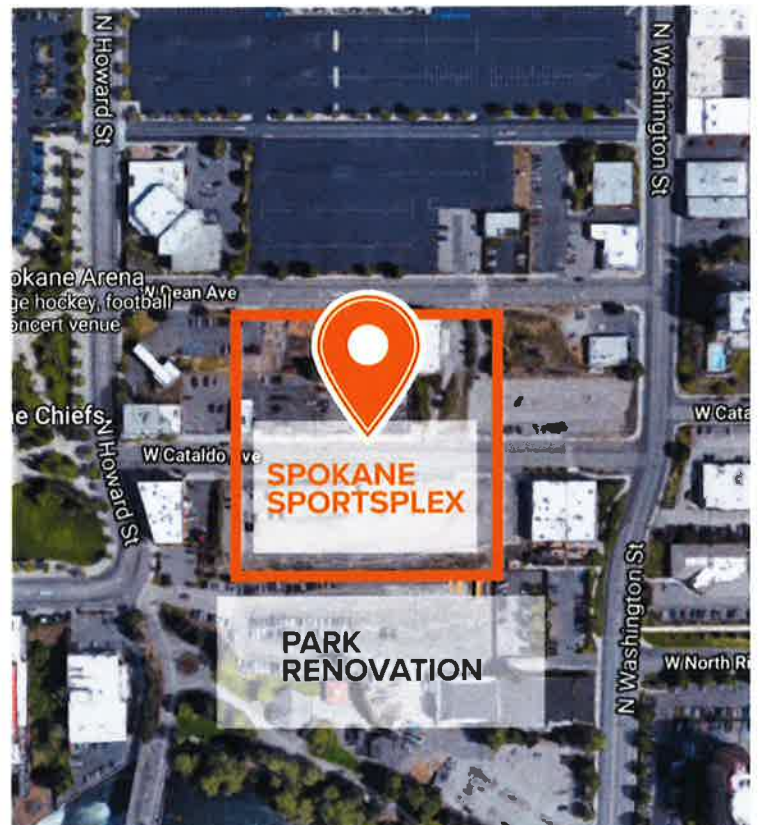
VOLLEYBALL
 TRACK & FIELD
 BASKETBALL
 WRESTLING
 JUDO
 GYMNASTICS
 WEIGHTLIFTING
 POWERLIFTING
 BOXING
 BADMINTON
 TAEKWONDO
 KARATE
 ROLLER SPORTS
 FENCING
 TABLE TENNIS
 PICKLEBALL
 AND MORE



A UNIQUE URBAN SETTING

The Sportsplex is on the north bank of the Spokane River, located in the heart of downtown Spokane. This spectacular setting creates a natural continuation of Riverfront Park, making the park accessible from both sides of the river.

- Located in the heart of a vibrant, walkable city
- Positioned with a spectacular view of Riverfront Park and the Spokane Falls
- Walking distance to hotels, restaurants, and entertainment
- Conveniently located just 8 miles to the Spokane International Airport
- Positioned strategically near Spokane Veterans Memorial Arena and Spokane Convention Center, allowing for combined events.



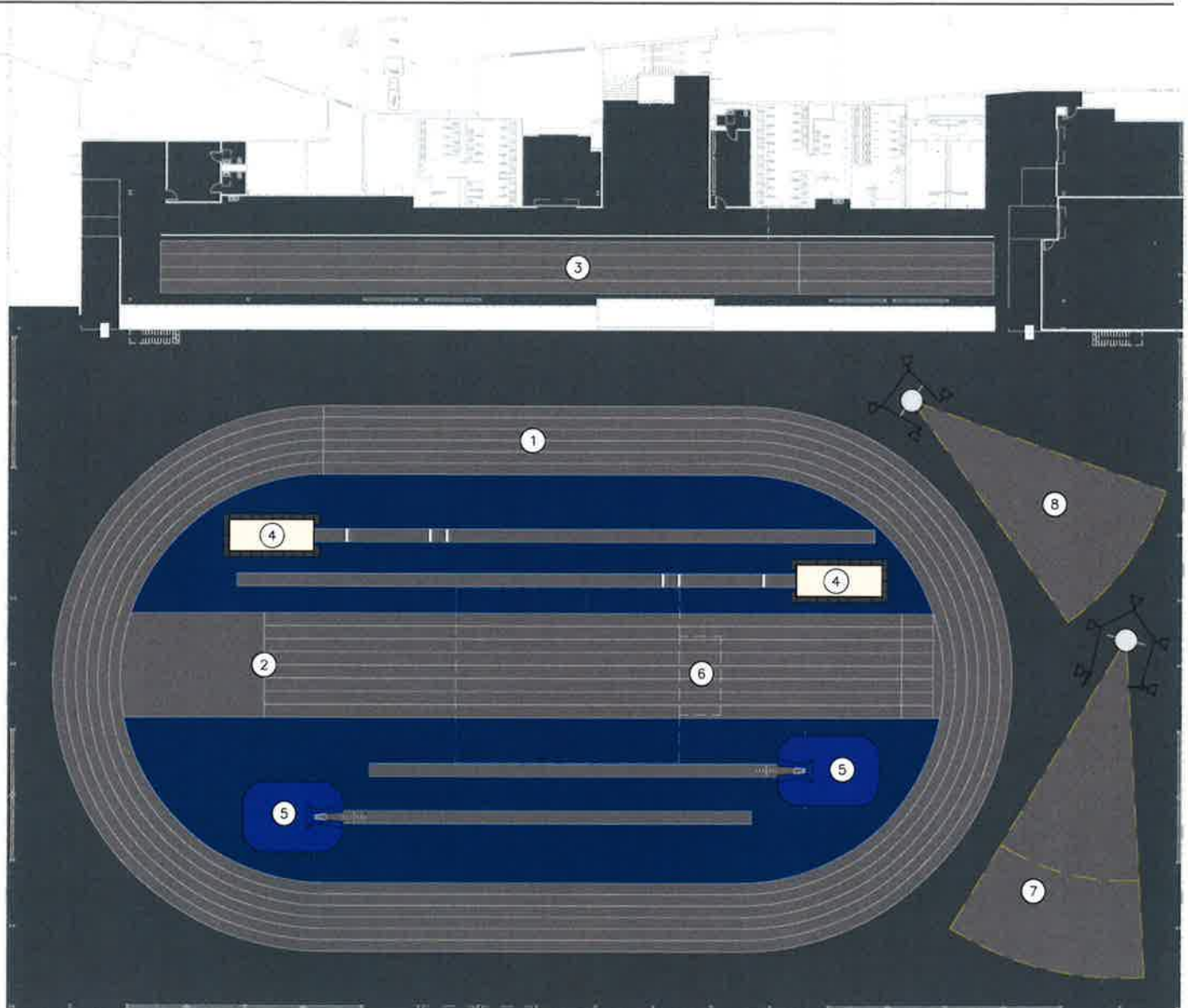
A PROVEN TRACK RECORD

Spokane has a long resume of successfully hosting track & field athletes—from road races to state championships to national championships. With the addition of an indoor running track venue, comes a world of new opportunities, building on Spokane's already excellent reputation as a city for runners.



TRACK SPECS

- | | | | |
|--|---|---|--|
| 1. 200m Track Oval
Radius: 19.30m (63.320')
Lanes: 6 x 1.07m (3.50')
Bank Angle: 12 Degrees | 3. 60m Warm-up Straight
Lanes: 4 x 1.22m (4.00') | 5. Pole Vault
40m (131.25') Runway | 7. Weight Throw
100' Landing Sector |
| 2. 60m Sprint Straight
Lanes: 8 x 1.22m (4.00') | 4. Long/Triple Jump
40m (131.25') Runway | 6. High Jump (Freestanding)
21m (68.9') Approach | 8. Shot Put
80' Landing Sector |



SCHEDULING

WIN AND HOST WORLD CLASS EVENTS TO INCREASE TOURISM

The Spokane Sportsplex allows Spokane Sports to attract major events to the region that previously were out of reach due to regional venue limitations. These events come from a variety of sources including USA Olympic governing bodies, college conferences, and national sports organizations. This competitive bid process is typically 18 month–4 years in advance of the event, allowing adequate time for facility scheduling and event planning.

GIVE OPPORTUNITY FOR LOCAL SPORTS TO GROW

Sports teach athletes accountability, dedication, and leadership—all while contributing to the growth of a healthy, vibrant community. This facility will provide space for schools and clubs to create and host their own events and tournaments, creating opportunities for local youth athletes to compete. When the facility is not scheduled for major tournaments and competitions, there will be availability for club and team practice rentals and programming.



THANK YOU TO OUR FUNDING PARTNERS

City of Spokane
Spokane County
Spokane Public Facilities District
Spokane Hotel–Motel Association
State of Washington
City of Spokane Parks & Recreation

THIS IS A SMALL SAMPLING OF THE KINDS OF EVENTS THAT CAN BE HOSTED IN THE FACILITY:

NAIA INDOOR TRACK & FIELD NATIONAL CHAMPIONSHIPS

1,760 Room Nights | \$2,430,675 Economic Impact

USA TRACK & FIELD INDOOR NATIONAL CHAMPIONSHIPS

1,500 Room Nights | \$1,720,000 Economic Impact

NCAA DI INDOOR T&F NATIONAL CHAMPIONSHIPS

1,400 Room Nights | \$1,600,000 Economic Impact

USA ROLLER SPORTS NATIONAL CHAMPIONSHIPS

12,500 Room Nights | \$11,212,500 Economic Impact

AAU GIRLS BASKETBALL NATIONAL CHAMPIONSHIPS

1,200 Room Nights | \$1,301,625 Economic Impact

USA TAEKWONDO US OPEN

3,500 Room Nights | \$5,358,600 Economic Impact

AAU KARATE NATIONAL CHAMPIONSHIPS

1,500 Room Nights | \$2,000,000 Economic Impact

USA GYMNASTICS LEVEL 10 JUNIOR OLYMPICS

2,500 Room Nights | \$2,751,840 Economic Impact

USA WRESTLING JUNIOR NATIONAL DUAL CHAMPIONSHIPS

2,000 Room Nights | \$3,349,125 Economic Impact

USA JUDO NATIONAL AND INTERNATIONAL JUNIOR OLYMPICS

2,000 Room Nights | \$1,945,125 Economic Impact

USA POWERLIFTING COLLEGIATE NATIONAL CHAMPIONSHIPS

1,210 Room Nights | \$1,833,975 Economic Impact

USA WEIGHTLIFTING AMERICAN OPEN SERIES

1,450 Room Nights | \$1,212,900 Economic Impact

USA WEIGHTLIFTING NATIONAL YOUTH CHAMPIONSHIPS

1,450 Room Nights | \$1,661,400 Economic Impact

WORLD MASTERS ATHLETICS INDOOR TRACK & FIELD CHAMPIONSHIPS

7,500 Room Nights | \$11,056,500 Economic Impact

NJCAA INDOOR TRACK & FIELD NATIONAL CHAMPIONSHIPS

1,450 Room Nights | \$1,661,400 Economic Impact

USA KARATE NATIONAL CHAMPIONSHIPS

3,000 Room Nights | \$4,036,500 Economic Impact

USA PICKLEBALL INDOOR NATIONAL CHAMPIONSHIPS

2,750 Room Nights | \$3,200,000 Economic Impact

USA VOLLEYBALL HIGH PERFORMANCE CHAMPIONSHIPS + TRAINING CAMP

4,000 Room Nights | \$4,680,000 Economic Impact

USA TRACK & FIELD MASTERS INDOOR CHAMPIONSHIPS

1,400 Room Nights | \$1,200,000 Economic Impact

SPOKANE PUBLIC FACILITIES DISTRICT

The Spokane Public Facilities District owns and operates the 12,500-seat Spokane Veterans Memorial Arena, the 2,700-seat INB Performing Arts Center and the Spokane Convention Center.

Having hosted a number of sporting events throughout the facilities, including multiple NCAA Men's & Women's basketball and volleyball championships, the 2007 & 2010 U.S. Figure Skating Championships, and variety of other wrestling and volleyball tournaments, the Spokane Veterans Memorial Arena is also home to the Western Hockey League's Spokane Chiefs Hockey Club and the Indoor Football League's Spokane Shock. The Spokane Public Facilities District has a long history of creating event experiences that make their guests say "WOW"!

SPOKANE SPORTS

Spokane Sports continues to recruit, retain and facilitate sports events for the Inland Northwest. These efforts help our region realize the economic, social and community-development benefits of sports. We are a nonprofit coalition of regional government; business and volunteers committed to recruiting and developing sports events. With these events come tourism dollars, entertainment and media attention attracting sports fans from around the world. Business wins. Kids win. Fans win, our region wins.



SPOKANE
PUBLIC FACILITIES
DISTRICT



Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	Dec. 4, 2019		
Requester	Nick Hamad		
Requester phone number	509.363.5452		
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language on the agenda)	AM Landshaper irrigation renovation contract/Manito Park (\$601,858.72, tax inclusive)		
Begin/end dates	Begins: Dec. 4, 2019 Ends: August 1, 2020 <input type="checkbox"/> Open ended		
Impact if not approved at this time	Potential loss of funding		
Background/history: Contract with the apparent low bidder, AM Landshaper Inc., to construct the Manito Park irrigation renovation project in the amount of \$601,858.72, including all applicable taxes. This project constructs the first phase of a new high efficiency automated irrigation system within Manito Park, replacing the antiquated irrigation along Grand Boulevard from 17th to 21st avenues (approximately 4 acres in area). In addition to irrigation upgrades, the project also converts approximately 2 acres of poorly performing turfgrass to new shrub beds, wildflower seed mixes and ornamental dry land grasses with new gravel pathways for circulation. The project is designed to reduce water consumption within this area of the park by 30%.			
Recommendation/motion wording: To approve the Manito Park irrigation renovation contract with AM Landshaper in the amount of \$601,858.72, tax inclusive.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: <u>AM Landshaper Inc.</u> Email address: <u>Tye@amlandshaper.com</u> Phone: <u>509.468.4335</u>			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: <u>Nick Hamad</u> Grant Management Department/Name: _____		<u>Thea Prince</u> <u>Cadie Olson</u> <u>Dan Kegley</u>	
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$601,858.72		Budget code: Water Department budget code	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input checked="" type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Business license expiration date: 601-701-273; exp: 3/31/2020 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

DAVID A. CONDON
MAYOR



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

INVITATION TO BID

City of Spokane, Washington

BID NUMBER: PW ITB #5186-19

DESCRIPTION: MANITO PARK IRRIGATION RENOVATION

DUE DATE: Monday, November 25, 2019
No later than 1:00 p.m.

BID SUBMITTED BY:

COMPANY _____

MAILING ADDRESS _____

PHYSICAL ADDRESS _____

PHONE NUMBER _____

E-MAIL ADDRESS _____

THEA PRINCE
Purchasing



contract
scope



PW 5186-19 MANITO PARK IRRIGATION RENOVATION PROJECT						
Reference Number	Description	Type	UOM	Quantity	AM Landshaper, Inc.	Clearwater Summit Group, Inc.
#1	BASE BID ITEM 1 - IRRIGATION	Base	ea	1	\$311,782.00	\$285,000.00
#2	BASE BID ITEM 2 - LANDSCAPE	Base	ea	1	\$240,389.00	\$313,635.00
#3	TRENCHING SYSTEM	Base	ea	1	\$500.00	\$1.00
#4	SALES TAX 8.9%	Base	ea	1	\$49,187.72	\$53,278.60
TOTAL BASE BID + SALES TAX					\$601,858.72	\$651,914.60
#5	ALTERNATE #1: ROCK EXCAVATION (per cubic yard, no tax included)	Option	cy	1	\$465.00	\$250.00
#6	ALTERNATE #2: OMIT PATHWAY EDGING (lump sum, no tax included)	Option	ea	1	(\$7,718.00)	(\$3,000.00)
#7	SALES TAX 8.9%	Option	ea	1	(\$645.52)	(\$244.75)
TOTAL ALTERNATES + SALES TAX					(\$7,898.52)	(\$2,994.75)



17TH AVE

E 17th Ave

1700

1750

200

1800

S Grand Blvd

200

S Grand Blvd

200

S Manito Pl

200

S Manito Pl

E Manito Pl

299

210

420 ft

LOWER LAWN

APPROXIMATE
PROJECT EXTENT

DRYLAND
GRASS
MEADOW
CONVERSION
AREA

MANITO PLACE

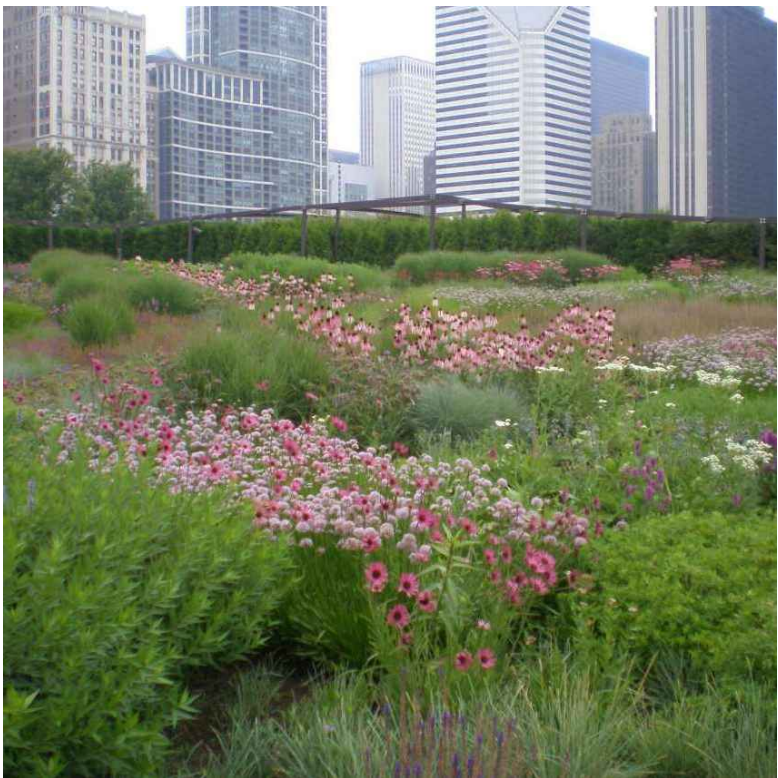




SITE PLAN KEY NOTES

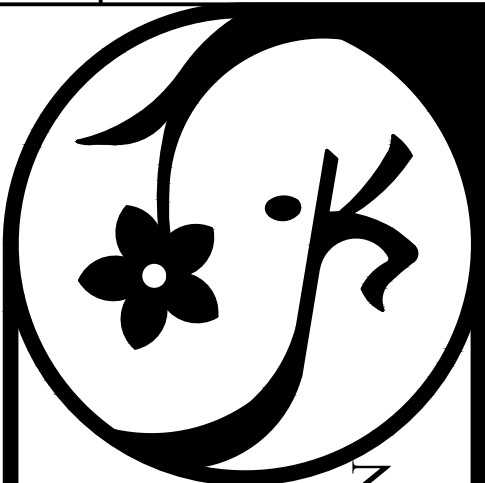
SYMBOL	DESCRIPTION	QTY
1	CONVERSION AREAS. LAWN TO NATIVE, LOW-MAINTANEC E PLANTING SOULTIONS.	
2	FUTURE CONVERSION AREAS (NOT IN CONTRACT)	
SYMBOL	DESCRIPTION	QTY
[Hatched Box]	AREA OF POORLY PERFORMING TURF DUE TO SLOPE, ROCK, AND SHADE. TEST AREAS TO RECIEVE TREATMENT OF ROUNDUP, 1.5" TO 3" OF CLEAN IMPORTED TOPSOIL, AND HYDROSEEDING.	94,059 SF

URBAN PARK EXAMPLES.



DESIGN NARRATIVE:
IN ADDITION TO WATER CONSERVING MEASURES WHICH ARE THE RESULT OF SIGNIFICANT AUTOMATIC IRRIGATION DESIGN MODIFICAITONS HEREIN, THE PARKS DEPARTMENT HAS IDENTIFIED SEVERAL AREAS WITHIN MANITO PARK THAT REQUIRE ADDITIONAL RESOURCES TO MAINTAIN. THE ADDITIONAL RESOURCES INCLUDE BUT NOT LIMITED TO: WATER, MOWING, SOIL & DEBRIS MANAGEMENT, AND TRIPPING HAZARDS. MANY OF THESE AREAS ALSO PRESENT ADDITIONAL CHALLGENS FOR TURF CROP MANAGEMENT RESULTING IN MOISTURE COMPETITION FROM MATURE TREES. THE MATURE TREE CANOPY ALSO PROVIDES FILTERED LIGHT TO MANY OF THE TURF AREAS THAT RESULT IN A LESS THAN SATISFACTORY TURF CROP.

THE CITY HAS IDENTIFIED TWO SMALL TEST AREAS TO CONVERT TO TURF ALTERATNIVES. THE WORK IN THESE AREAS WILL:
1. REDUCE OVERALL TURF CROP COVERAGE
2. INTRODUCE NEW DEDICATED WALKWAYS FOR PARK USERS TO ACCESS VIEW POINTS AND ENHANCED SEATING AREAS AT SELECT LOCATIONS.
3. INTRODUCE PRAIRIE STYLE GRASS WHICH IS MORE DROUGHT TOLERANT AND REQUIRES A SIGNIFICANTLY REDUCED AMOUNT OF WATER AND MOWING.
4. INTRODUCE INDIGENOUS WILDFLOWER AND FORBES FOR SEASONAL INTREST IN SELECT TEST PLOT LOCATIONS.
5. IMPROVE THE "SLEDDING HILL" AREA IN EFFORTS TO PREVENT HIGH-TRAFFIC DAMAGE OCCURING FROM SLEDDING IN THE LATE WINTER / EARLY SPRING.
6. CONVERT DRAINAGE AREAS TO A "DRY STREAM" ALTERANTIVE THAT IS ENHANCED WITH SIGNIFICANT BOULDERS AND PERENNIAL GRASSES.



CITY OF
SPOKANE
PARKS
& RECREATION



PLACE
LANDSCAPE ARCHITECTURE
place-to.com (509) 570 2157

Use of the information contained in these drawings and specifications, in whole or in part, for other than the specific purpose intended AND the client for whom it was prepared is forbidden unless expressed otherwise via written permission from PLACE landscape architecture. Further, PLACE shall have no liability to any use of this information without prior written consent.

IRRIGATION RENOVATION
RESOURCE EFFICIENCY PROGRAM

EXISTING CONDITIONS/DEVELOPMENT PROPOSAL

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

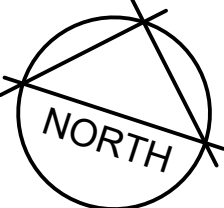
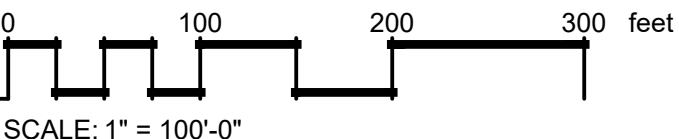
DATE: 09/19/2019
DRAWN BY: JD/SM
CHECKED BY: JKT
PROJECT NO: COS #

REVISION	
1	3
2	4

SHEET 02 OF 10

L1.0
95% PROGRESS SET

B EXISTING CONDITIONS/LANDSCAPE CONVERSION AREAS
SCALE: 1" = 100'-0"



HILLTOP LANDSCAPE
DARK GREEN = MANICURED LAWN
LIGHT GREEN = NATIVE DRYLAND GRASSES
PINK = WILDFLOWERS

MATCHLINE - SEE SHEET L1.1 - D

LIMITS OF WORK

29 BB
3 gal

11 AS
5 gal

1
AREA TO BECOME NATIVE,
LOW MAINTENANCE. REMOVE
TURF AND REPLACE WITH NATIVE
DRYLAND SEED MIX. RECOMMEND
NON-ENDEMIC TREE REMOVALS
WHERE APPROPRIATE.

12 CI
5 gal
4 PC
5 gal
8 HDO
5 gal

3 SA
3 gal

HDO 6
5 gal
BB 29
3 gal
HB 13
3 gal

AREA TO BECOME NATIVE,
LOW MAINTENANCE. REMOVE
TURF AND REPLACE WITH NATIVE
DRYLAND SEED MIX. RECOMMEND
NON-ENDEMIC TREE REMOVALS
WHERE APPROPRIATE.

S GRAND BLVD

18 BB
3 gal

MATCHLINE - SEE SHEET L1.3 - F

E LANDSCAPE/PLANTING PLAN
SCALE: 1" = 20'-0"

0 20 40 60 feet
SCALE: 1" = 20'-0"

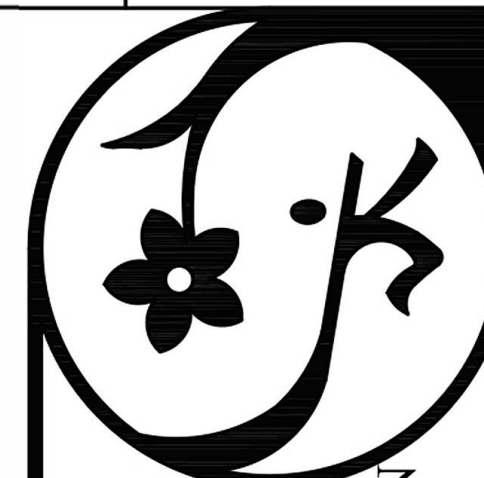
REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	CONVERSION AREAS. LAWN TO NATIVE, LOW-MAINTENANCE PLANTING SOUL TIONS.		
2	FUTURE CONVERSION AREAS (NOT IN CONTRACT)		
3	SOFT-SURFACE PATHWAY		
4	SLEDDING HILL AREA W/ REINFORCED TURF		
5	BREAKOUT AREA		
6	DRY STREAMBED DRAINAGE FEATURE	3/L1.4	
7	EXISTING DRAIN		
8	MOWN EDGE		
9	UNMOWN SEED MIX TRANSITION ZONE. 7' TYP.		
10	EXISTING LANDSCAPING		
11	LARGE LANDSCAPE BOULDER	10/L1.4	
12	BENCH	11/L1.4	
13	TEMPORARY CONSTRUCTION FENCE AROUND TEST SPACE.	2,305 LF	

SYMBOL	DESCRIPTION	QTY	DETAIL
	LANDSCAPE BED W/ HEAVY SHREDDED MULCH	2,758 SF	7/L1.4
	GRASSPAVE2 W/ HIGH TRAFFIC SEED MIX	3,972 SF	9/L1.4
	DRY STREAMBED	815 SF	3/L1.4
	NATIVE DRYLAND SEED MIX	54,940 SF	1/L1.3
	NATIVE WILDFLOWER SEED MIX	3,236 SF	
	MANITO PARK SHORT GRASS MIX MOWN LAWN	34,851 SF	2/L1.3
	SOFT SURFACE FOOTPATH	2,391 SF	8/L1.4

PLANT SCHEDULE

DECIDUOUS SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	DETAIL
SA	6	SYMPHORICARPOS ALBUS COMMON WHITE SNOWBERRY	3 GAL	6/L1.4
CI	20	CORNUS SERICEA 'ISANTI' ISANTI REDOSIER DOGWOOD	5 GAL	6/L1.4
HDO	14	HOLODISCUS DISCOLOR OCEAN-SPRAY	5 GAL	6/L1.4
AS	16	AMELANCHIER ALNIFOLIA SERVICEBERRY	5 GAL	6/L1.4
PC	4	PHILADELPHUS CORONARIUS SWEET MOCKORANGE	5 GAL	6/L1.4
GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE	DETAIL
BB	195	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLUE GRAMA	3 GAL	6/L1.4
HB	41	HELICTOTRICHON SEMPERVIRENS 'BLUE OATS' BLUE OAT GRASS	3 GAL	6/L1.4
PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE	DETAIL
LH	41	LAVANDULA ANGUSTIFOLIA 'HIDCOTE BLUE' HIDCOTE BLUE LAVENDER	2 GAL	6/L1.4



CITY OF
SPOKANE
PARKS
& RECREATION



PLACE
LANDSCAPE ARCHITECTURE
place-ia.com (509) 570 2157

Use of the information contained in these drawings and specifications, in whole or in part, for other than the specific purpose intended AND the client for whom it was prepared is forbidden unless expressed otherwise via written permission from PLACE landscape architecture. Further, PLACE shall have no liability to any use of this information without prior written consent.

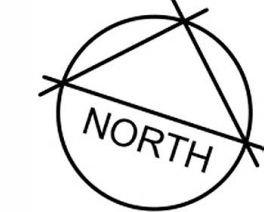
IRRIGATION RENOVATION
RESOURCE EFFICIENCY PROGRAM
LANDSCAPE PLAN

BAR IS ONE INCH ON ORIGINAL
DRAWING. IF NOT ONE INCH ON
THIS SHEET, ADJUST SCALES
ACCORDINGLY

DATE: 09/19/2019
DRAWN BY: JD/SM
CHECKED BY: JKT
PROJECT NO: COS #

REVISION
1 3
2 4

SHEET 04 OF 10



L1.2
95% PROGRESS SET

DRYLAND GRASS IMAGE 1

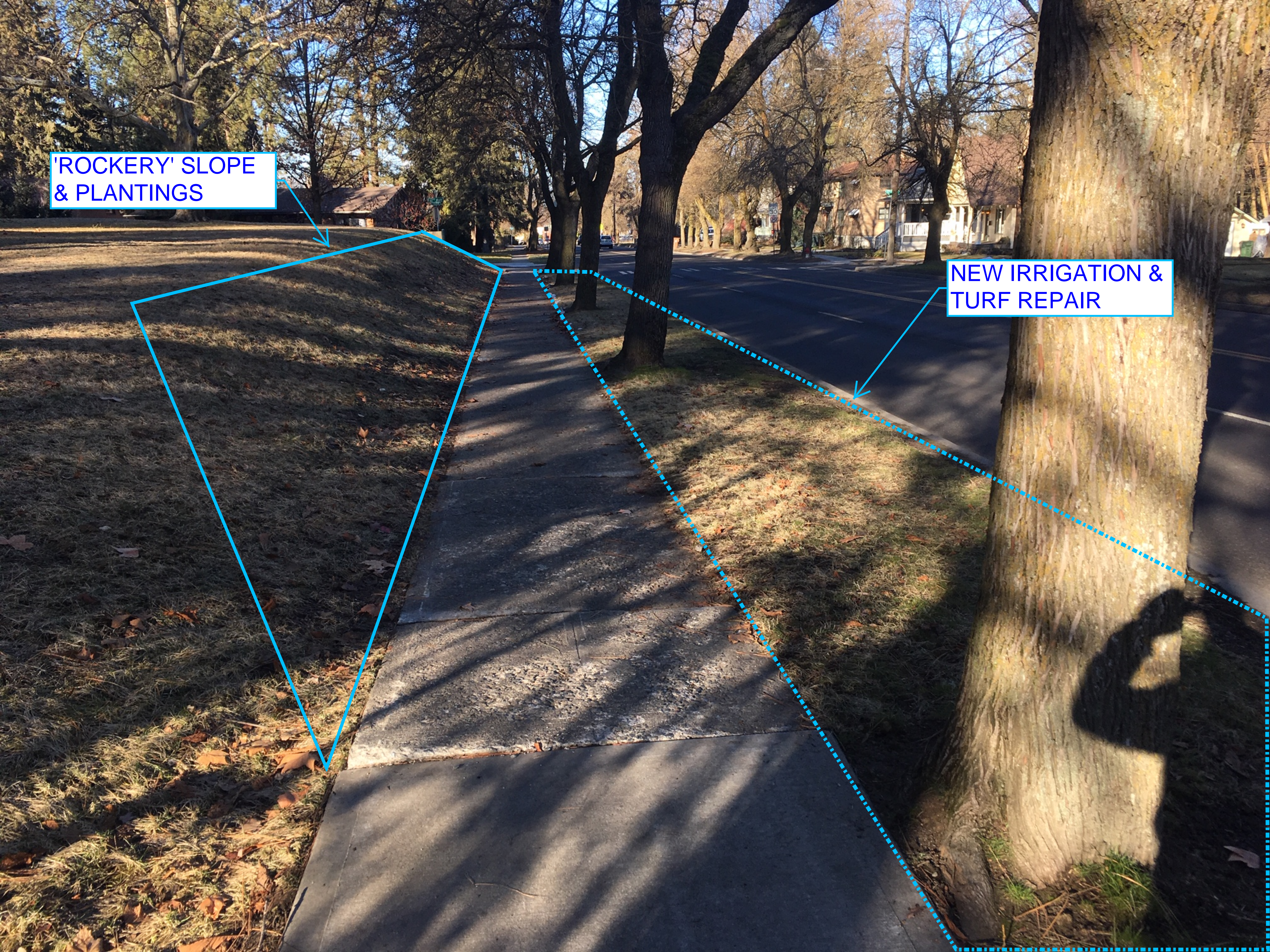


DRYLAND GRASS IMAGE 2



'ROCKERY' SLOPE
& PLANTINGS

NEW IRRIGATION &
TURF REPAIR



NEW IRRIGATION &
TURF REPAIR



'ROCKERY' SLOPE
& PLANTINGS

NEW IRRIGATION &
PLANTING



Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Dec. 4, 2019		
Requester	Al Vorderbrueggen	Phone number: 363-5464	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Great Gorge Park concept		
Begin/end dates	Begins: Dec. 20, 2019	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: The Olmsted Brothers identified the concept of the Gorge Park, a large park west of downtown along both sides of the Spokane River, in their original report to the Park Board in the early 1900s. They stated in the report, "Nothing is so firmly impressed on the mind of the visitor to Spokane, as regards to its appearance, as the great gorge into which the river falls near the centre of the city. It is a tremendous feature of the landscape and one which is rarer in a large city than river, lake, bay or mountain. Any city should prize and preserve its great landscape features..." The Parks Division has developed a number of individual parks in this area along the north and south riverbanks, west of the Post Street Bridge. There has been a proposal brought forth to consider bringing all of these individual properties under the conceptual title of the Great Gorge Park. Staff would like approval to explore this concept further.			
Motion wording: Move to approve Park staff further explore the Great Gorge Park concept			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Al Vorderbrueggen Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

SUPPORTING DOCUMENTS RELATING TO GREAT GORGE PARK CONCEPT:

Report of the Board of Park Commissioners, Spokane Washington (1913)

<http://www.historicspokane.org/HeritageTours/olmsted/Olmstead%20Brothers%20Report.pdf>

Great Spokane River Gorge Strategic Master Plan (2005)

<https://spokaneriver.net/greatgorgeplan/mobile/>



GREAT GORGE PARK

SPOKANE RIVER, USA



“Nothing is so firmly impressed on the mind of the visitor to Spokane, as regards its appearance, as the great gorge into which the river falls near the centre of the city. It is a tremendous feature of the landscape and one which is rarer in a large city than river, lake, bay or mountain. Any city should prize and preserve its great landscape features, inasmuch as they give it individuality.”

— from *Report of the Board of Park Commissioners*, Spokane Washington
by Olmsted Brothers Landscape Architects, Brookline, Mass. (1913)



“An enhanced river corridor loved and cared for by the citizens of Spokane will increase their enjoyment and its health for generations to come. An active, beautiful and accessible river corridor will fill people in Spokane with pride and reinforce a sense of place as it dramatically demonstrates Spokane: Near nature. Near perfect.”

— from *Great Spokane River Gorge Strategic Master Plan*
by the Friends of the Falls, Spokane (2005)



PROPOSAL

Create a new City of Spokane Park:
Great Gorge Park

WHAT

The new park would be a unique model, in that it encompasses multiple existing parks — perhaps creating a kind of park district.



WHERE

Great Gorge Park would include Spokane Parks properties downstream from Post Street Bridge to Sandifur Bridge and the confluence of the Spokane River and Latah Creek, encompassing, but not replacing, existing parks and other parcels, including:

HUNTINGTON PARK

HAMBLÉN CONSERVATION AREA

THE CENTENNIAL TRAIL

PEACEFUL VALLEY PARK

BOSCH LOT (FUTURE TRAILHEAD)

PEACEFUL VALLEY CONSERVATION AREA

PARK LAND SOUTH OF BRIDGE AVE.

INDIAN CANYON NATURAL AREA

NEW CSO 26 OVERLOOK

HIGH BRIDGE PARK

PROPOSED ZIPLINE

HIGH BRIDGE DISC GOLF COURSE

KENDALL YARDS THE NEST

PEOPLE'S PARK

KENDALL YARDS OLMSTED PARK

SPOKANIMAL DOG PARK

REDBAND FIELD

OVERLOOK PARK

REDBAND RAFT LAUNCH

PROPOSED GREAT GORGE LOOP



WHY

To fulfill a long-held civic ambition, since others have made similar proposals, starting with the Olmsted Brothers' call for a gorge park in 1913, followed most recently by the Friends of the Falls' plan in 2005;

To create a more cohesive identity for what is already a vast, connected parkland;

To give life to a wild twin for urban Riverfront Spokane;

To connect citizens and visitors to the Spokane River in a deeper, more accessible way;

And to finally call it what it is: A Great Gorge.



NEXT STEPS

Advance to full Park Board as an action item calling for staff to study, which could include:

ASK STAFF TO:

Map the proposed new park

Measure costs and impacts

List recreational opportunities

Contemplate the park district model

CREATE A PUBLIC PROCESS TO:

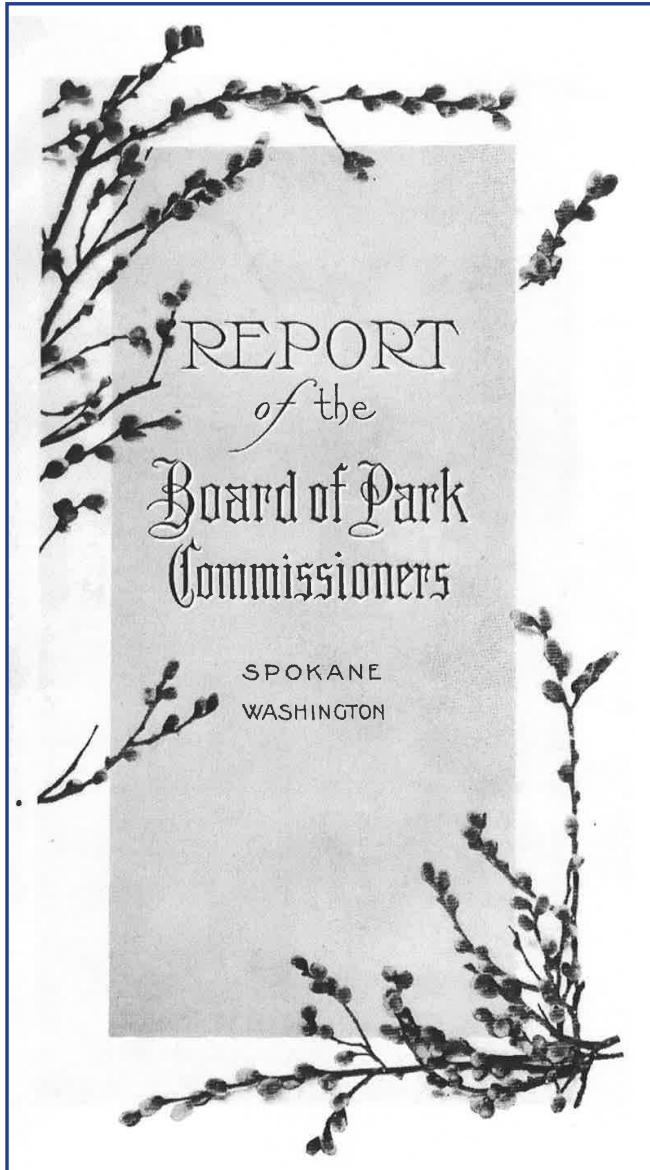
Consult with partners

Vet the idea with citizens

Determine boundaries, connections

Gauge downside, unintended consequences

Once vetting is complete, it could come back through committee and to the full Park Board for a vote



RESOURCES

Great Spokane River Gorge
Conceptual Plan map (2002)

*Report of the Board
of Park Commissioners,
Spokane Washington (1913)*

find it online at <http://www.historicspokane.org/HeritageTours/olmsted/Olmsted%20Brothers%20Report.pdf>

*Great Spokane River Gorge
Strategic Master Plan (2005)*

find it online at spokaneriver.net/greatgorgeplan/mobile

PRESENTED BY

Ted McGregor Jr., Park Board member

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	Dec. 9, 2019		
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	New OPR; Cross ref: OPR 2018-0855 & OPR 2019-0021		
Item title: (Use exact language noted on the agenda)	Spokane Public Facilities District stormwater facilities general maintenance agreement/North bank		
Begin/end dates	Begins: 12/20/2019	Ends: 12/19/2049	<input type="checkbox"/> Open ended
Background/history: Spokane Parks Division and the Spokane Public Facilities District will share a storm wastewater system at Riverfront Park's north bank playground site. Maintenance responsibilities, including cost sharing, are defined within the attached agreement.			
Motion wording: Motion to approve the stormwater maintenance agreement with Spokane Public Facility District for \$0.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Public Facilities District Name: Monte Koch Email address: mkoch@spokanepfd.org Phone: 509-279-7169			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke GJones@spokanecity.org Requester: Berry Ellison mkoch@spokanepfd.org Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$0 Budget code:			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

**GENERAL MAINTENANCE AGREEMENT
SPORTSPLEX
STORMWATER FACILITIES**

This Agreement is made and entered into between the Spokane Public Facilities District, hereinafter the “**PFD**,” and the City of Spokane, a Washington municipal corporation, hereinafter the “**CITY**,” together jointly referred to as the “**PARTIES**.”

WHEREAS, the PFD is designing and constructing improvements to the Sportsplex on Cataldo Ave between Washington and Howard, hereinafter the “**PROJECT**,” and

WHEREAS, the PROJECT will require stormwater improvements within the CITY’s new and existing stormwater facilities and infrastructure, and

WHEREAS, the CITY agrees to fully design and construct stormwater facilities and infrastructure, to include drainage ponds, ditches, dispersion areas, catch basins and pipes hereinafter “**Drainage Facilities**,” as shown on Exhibit “A,” for the management of all flows to CITY stormwater facilities from the PROJECT. The design shall be in accordance with the most recent Spokane Regional Stormwater Manual, the Eastern Washington Stormwater Guidance Manual, CITY standards, rules, regulations, and in conjunction with CITY personnel. Construction will be included in the PROJECT, and

WHEREAS, the management of all PFD stormwater runoff shall be in accordance with all applicable CITY policies and procedures including those outlined within the Highway Runoff Manual, and

WHEREAS, the Drainage Facilities are constructed on CITY owned property, and

WHEREAS, the CITY agrees to allow the PFD’s stormwater runoff to flow into and be managed within the CITY’s Drainage Facilities, and

WHEREAS, the CITY agrees to grant the PFD permission and access to maintain the Drainage Facilities, and

WHEREAS, the PARTIES agree to allocate responsibility for maintenance of the Drainage Facilities, located on CITY property, and

WHEREAS, the PARTIES desire to define their responsibilities and obligations for the Drainage Facilities, as shown on Exhibit A,

NOW, THEREFORE, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibit A which is incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. USE OF CITY DRAINAGE FACILITIES

The City does hereby permit, license and otherwise authorize the PFD to use the Drainage Facilities as shown on Exhibit A attached hereto for the purpose of disposing, conveying and releasing stormwater from the PROJECT.

2. DESIGN AND CONSTRUCTION RESPONSIBILITY

2.1 The CITY agrees to design and construct the Drainage Facilities for the PROJECT consistent with the most recent Spokane Regional Stormwater Manual, the Eastern Washington Stormwater Guidance Manual, and CITY standards for the replacement of those stormwater facilities to serve the PROJECT.

2.2 The design and construction of Drainage Facilities and infrastructure shall be performed in consultation with the PFD personnel and maintenance staff.

2.3 The PFD will provide timely written comments including approval or disapproval (with reasons) to the CITY within ten working (10) days of any CITY written request.

3. MAINTENANCE OBLIGATIONS

3.1 The CITY agrees to provide reasonable access to the Drainage Facilities and adjacent property upon request from the PFD at all times.

3.2 For the Drainage Facilities shown on Exhibit A marked as "PFD Responsibility Upstream of this MH" ("**PFD Drainage Segment**"), the PFD shall be responsible for the actual direct and related indirect costs, including but not limited to, labor, equipment, and materials associated with the maintenance of the PFD Drainage Segment which are used by the PFD and are located on CITY owned property. The remainder of the Drainage Facilities (excluding the PFD Drainage Segment) shall be maintained jointly (to include sharing costs and expenses of personnel, equipment and supplies) by the City of Spokane and the PFD from the PFD Drainage Segment downstream to the point of discharge into the intersecting conveyance facility, which is identified on Exhibit A.

3.3 The PFD shall maintain the PFD Drainage Segment in accordance with the current edition of the Spokane Regional Stormwater Manual, the Eastern Washington Stormwater Guidance manual and the CITY's policies and procedures.

3.4 For regular and routine maintenance, the PFD shall provide to the CITY's Representative, as identified in Section 6, the schedule for regular and routine maintenance at least three (3) days in advance of said work.

3.5 For emergency or unscheduled work the PFD will endeavor to provide CITY with as much notice as possible prior or within one (1) day following entry into City property to perform the emergency work.

3.6 For non-routine maintenance, the PFD shall submit written notification to the CITY's Representative, as identified in Section 6, fifteen (15) working days in advance of intended non-routine maintenance required in any of the Drainage Facilities. The notification should include a Scope of Work, associated plans and work schedule.

3.7 If the PFD fails to maintain the PFD Drainage Segment as provided in Section 3, the CITY shall provide to the PFD written notification of the maintenance deficiencies. Such written notice shall specify the time period by which corrective measures must be taken. If the PFD fails to comply with the notice, the CITY reserves the right to take reasonable corrective action, with its own or contracted forces, after providing written notice to the PFD of its intent to perform the work. The PFD agrees to reimburse the CITY for actual direct and related indirect costs for performance of the specified maintenance. The CITY shall provide a detailed invoice of the CITY-performed work to the PFD, and the PFD agrees to make payment within thirty (30) calendar days. In the event of a disagreement, the Parties shall follow the process per Section 11.

3.8 The PFD shall be responsible for any Drainage Facilities damages to include the cost and expenses to repair the same resulting from the PFD's negligence in the performance of this Agreement. Should the Drainage Facilities suffer damages due to the PFD's negligent maintenance, the PFD agrees to repair such damage at its sole cost and expense.

3.9 Prior to either the CITY or PFD commencing any repairs under this Agreement, the Parties shall meet and confer regarding the nature and scope of repairs that are needed and shall allocate responsibility for the work, as applicable.

4. EMERGENCY MAINTENANCE

4.1 In the event a physical hazardous condition arises associated with the repair or maintenance responsibilities described in Section 3 that the CITY deems, in its reasonable discretion, may endanger pedestrians or the traveling public, the CITY will immediately notify the PFD of the hazard and the PFD agrees to immediately correct said hazard at the sole expense of the PFD.

4.2 The CITY reserves the right to perform reasonable emergency maintenance of an identified hazard under Section 4.1, where the PFD notifies the CITY that it does not have the ability to immediately correct the identified hazard and requests the CITY perform the correction or, the PFD fails to notify the CITY within seventy two (72) hours of notification by the CITY of when the PFD will correct the hazard.

4.3 If the PFD notifies the CITY that it does not have the ability to immediately correct the identified physical hazard and requests the CITY to perform the correction or, the PFD fails to notify the CITY within seventy two (72) hours of notification by the CITY of when the PFD will correct the hazard, the PFD agrees to pay the actual direct and related indirect costs of the CITY's emergency maintenance or repair work in accordance with Section 11.

5. PAYMENT

5.1 In the event the CITY reasonably determines that it is necessary to perform any work under Sections 2 and 3 of this Agreement, the PFD agrees to reimburse the CITY for 100% of its actual direct and related indirect costs incurred in completing such reasonably necessary work in the Drainage Facilities. The CITY shall provide a detailed invoice to the PFD for CITY work performed.

5.2 The PFD agrees to make payment to the CITY within thirty (30) calendar days after the PFD has received a detailed invoice from the CITY.

6. AGREEMENT REPRESENTATIVES

6.1 The Parties have designated the following Representatives for all communications under this Agreement.

Public Facilities District
Director of Facilities & Operations
Attn: Monte Koch
720 West Mallon Avenue
Spokane, WA 99201
509 279-7169

City Contact for Emergency Repair and Maintenance:
Primary – for Stormwater – 509-625-7900
Secondary for afterhours – 509-625-7800
Wastewater Management
909 East Sprague Avenue
Spokane, WA 99202
509-625-7900

The PARTIES, from time to time, may designate new or alternative contact information in writing.

7. RIGHT OF ENTRY

7.1 The CITY hereby grants to the PFD and its authorized agents, contractors, subcontractors, and employees a right of entry upon CITY-owned property for the purpose of performing the Drainage Facilities maintenance under this Agreement.

8. TERM OF AGREEMENT

8.1 This Agreement shall become effective upon execution by the PARTIES and shall remain in effect unless otherwise terminated pursuant to Section 9. The PARTIES can agree to extend this Agreement by mutual written consent.

9. TERMINATION

9.1 This Agreement may be terminated by mutual written consent of the PARTIES, which shall not be unreasonably withheld.

9.2 In the event this Agreement is terminated by either PARTY, the PFD shall be solely responsible for management of the PFD runoff within the PROJECT area. The PFD shall be responsible for all such PFD runoff management costs.

9.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the CITY and the PFD prior to termination.

10. AMENDMENTS

10.1 This Agreement may be amended or modified by the mutual agreement of the PARTIES. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the PARTIES.

11. INDEMNIFICATION

11.1 Each of the PARTIES will protect, save, and hold harmless the other PARTY and its authorized agents and employees, from all claims, actions, costs, damages (both to persons and /or property), or expenses of any nature whatsoever by reason of the acts or omissions of the indemnifying PARTY, its successors, assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connections with any acts or activities related to this Agreement and/or maintenance of the Drainage Facilities, whether those claims, actions, costs, damages (both to persons and/or property), or expenses result from acts or activities occurring on or off the CITY-owned property. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of the other PARTY or its agents or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) CITY and its agents or employees and (b) the PFD and its successors, assigns, agents, contractors, licensees, invitees, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the indemnifying PARTY or its successors, assigns, agents, contractors, licensees, invitees, or employees.

11.2 The PARTIES agree that their obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of the PARTY's employees or agents while occupying the CITY-owned property and/or performing work of any type as required under this Agreement. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

11.3 The indemnity and waiver terms of section 10 shall survive the termination of this Agreement.

12. DISPUTES

12.1 The PARTIES shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 12.1A through 12.1D shall be a prerequisite to the filing of litigation concerning any dispute between the PARTIES:

A. the Representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing the staff to support facilitating the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

B. a PARTIES's Representative shall notify the other PARTY in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 12.1D. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

C. in the event the Representatives cannot resolve the dispute or issue, the CITY Parks Director, and the PFD's Director of Facilities & Operations, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

D. in the event the PARTIES cannot resolve the dispute or issue, the CITY and the PFD shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either PARTY. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

13. VENUE AND ATTORNEYS FEES

13.1 In the event that either of the PARTIES deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the PARTIES agree that any such action or proceedings shall be brought in the superior court situated in Spokane County, Washington. Further, the PARTIES agree that each will be solely responsible for payment of its own attorneys' fees, witness fees, and costs.

14. WAIVER

14.1 Any forbearance by the PFD or the CITY in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy in the future.

15. WORKING DAYS

15.1 Working days for this Agreement are defined as Monday through Friday, excluding holidays.

16. RCW 39.34 REQUIRED CLAUSES

16.1 Purpose: The purpose of this Agreement is to define the PARTIES responsibilities for design, construction and maintenance of specified drainage areas in the PROJECT area which are interfered with by construction of the PROJECT.

16.2 Duration: See Section 8 of the Agreement.

16.3 Separate Legal Entity: It is the intent of the PARTIES that this Agreement does not create, nor seek to create, a separate legal entity.

16.4 Responsibilities of the PARTIES: See above provisions of the Agreement.

16.5 Agreement to be Filed: The CITY shall file this Agreement with its City Clerk. The PFD shall file this Agreement or place it on its web site or other electronically retrievable public source.

16.6 Financing: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

16.7 Termination: See Section 9 of the Agreement.

16.8 Disposal of Property Upon Termination: Any property acquired during the term of this Agreement will either remain the property of the entity that was responsible for payment or as provided for in this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the PARTY's date last signed below.

CITY OF SPOKANE

Garrett Jones
Interim Park Director

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Date: _____

Attest:

City Clerk

Date: _____

PUBLIC FACILITIES DISTRICT

Stephanie Curran
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

Stanley Schwartz,
General Counsel

Date: _____

