



Spokane Park Board Agenda

3:30 p.m. Feb. 13, 2020

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
Rick Chase
Greta Gilman
Sally Lodato
Gerry Sperling
Bob Anderson
Barb Richey
Lori Kinnear – City Council liaison

Agenda

1. **Roll Call:** *Pamela Clarke*
2. **Additions or deletions to the agenda**
3. **Consent agenda:**
 - A. Administrative and committee-level items:
 - 1) Jan. 9, 2020, regular Park Board meeting minutes
 - 2) Claims – January 2020 (\$2,188,360.42)
 - 3) Reappointment to the Park Board/Nick Sumner
 - 4) Ditches Unlimited, Inc., construction change order #3/Manito Park Mirror Pond rehabilitation project (\$113,679.62, tax inclusive)
 - 5) Recreation Activity Guide value blanket vendor change/TPC Holdings Inc.
 - 6) Freight Way, Inc., contract amendment (\$6,500, tax inclusive)
 - 7) LaRiviere, Inc., revised construction contract/North bank playground (\$9,262,949.39, tax inclusive)
 - 8) Oxarc aquatics chemical value blanket (not to exceed \$103,000, including freight and tax)
 - 9) Water heater replacement from major repair reserve/Riverfront Park Skate Ribbon (\$36,028.48, tax inclusive)
 - 10) Golf Policy and Operations Manual amendment
4. **Special Guests:**
 - A. Appreciation to Bette Largent
 - B. Spokane Youth and Senior Centers' Association quarterly update – *Lisa Rosier*, Southside Community Center executive director

5. **Financial report and budget update:** *Mark Buening*

6. **Special discussion/action items:**

A. [2020 Park Board officers/Nomination Committee recommendation](#) – *Barb Richey*

B. [Park Board committee assignments](#) – *Jennifer Ogden*

7. **Committee Reports – Action Items:**

Urban Forestry Tree Committee: Feb. 4, 2020 – *Jennifer Ogden*

A. Action items: None

Golf Committee: Feb. 11, 2020 – *Gerry Sperling*

A. [Doug Phares contract amendment](#)

Land Committee: Feb. 5, 2020 – *Greta Gilman*

A. [Spokane County Park Plan resolution/Beacon Hill Trail System](#)

B. [Conservation Futures - Beacon Hill property ownership/Rayner and Collin properties](#)

C. [Library MOU for Liberty Park court replacement](#)

D. [Design Workshop, Inc., consulting contract for Parks and Public Open Space Master Plan/Park System \(\\$240,030, non-taxable service\)](#)

Recreation Committee: Feb. 5, 2020 – *Sally Lodato*

A. Action items: None

Riverfront Park Committee: Feb. 10, 2020 – *Jennifer Ogden*

A. [CXT, Inc., prefabricated restroom purchase agreement/West Havermale \(\\$113,559.72, tax inclusive\)](#)

B. [F.A. Bartlett Tree Experts tree work contract amendment #7/ West Havermale \(not to exceed \\$16,020.42, time and materials, tax inclusive\)](#)

Finance Committee: Feb. 11, 2020 – *Bob Anderson*

A. [Resolution authorizing the use of excess bond proceeds on other capital projects within the Park System](#)

8. **Reports**

A. President's report

B. Liaisons:

1. Conservation Futures – *Nick Sumner*

2. Parks Foundation

3. City Council – *Lori Kinnear*

C. Director: *Garrett Jones*

9. **Executive Session:**

10. **Correspondence:**

A. Letters/emails: None

B. Newsletters: Hillyard Senior Center

11. **Public Comments:**

12. **Adjournment:**

13. **Meeting Dates:**

- A. Next Committee meeting dates:
 - Urban Forestry Tree Committee: 4:15 p.m. March 3, 2020, Finch Arboretum Woodland Center, 3404 W. Woodland Blvd.
 - Land Committee: 4 p.m. p.m. March 4, 2020, Finch Arboretum Woodland Center, 3404 W. Woodland Blvd.
 - Recreation Committee: 5:15 p.m. March 4, 2020, Finch Arboretum Woodland Center, 3404 W. Woodland Blvd.
 - Riverfront Park Committee: 8:05 a.m. March 9, 2020, Pavilion conference room, Riverfront Park
 - Golf Committee: 8 a.m. March 10, 2020, Finch Arboretum Woodland Center, 3404 W. Woodland Blvd.
 - Finance Committee: 3 p.m. March 10, 2020, Pavilion conference room, Riverfront Park
- B. Next Park Board: 3:30 p.m. March 12, 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. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6367, 808 W. Spokane Falls Blvd., Spokane, Washington, 99201; or erahrclerks@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

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)	Jan. 9, 2020, regular Park Board meeting minutes		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: Park Board minutes for the Jan. 9, 2020, 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: 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>			



Spokane Park Board

3:30 p.m. Jan. 9, 2020

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

Park Board Members:

- X Nick Sumner – President
- Jennifer Ogden – Vice President
(absent/excused)
- X Garrett Jones – Secretary
- X Ted McGregor
- X Rick Chase
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- Jamie SiJohn (absent)
- X Bob Anderson
- X Barb Richey
- X Lori Kinnear – City Council Liaison

Parks Staff:

- Jason Conley
- Mark Buening
- Fianna Dickson
- Nick Hamad
- Al Vorderbrueggen
- Jennifer Papich
- Angel Spell
- Jonathan Moog
- Berry Ellison
- Megan Qureshi
- Angel Spell
- Amy Lindsey
- Pamela Clarke

Guests:

- Anne McGregor
- James Richman

MINUTES

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

1. **Roll Call:** *Pamela Clarke*
See above
2. **Additional or deletions to the Agenda:**
A. None
3. **Consent agenda:**
A. Administrative and Committee-level items
 1. Dec. 19, 2019, special Park Board meeting minutes
 2. Claims – December 2019 (\$2,908,597.19)

Motion No. 1: Nick Sumner moved to approve consent agenda items #1-#2, as presented.

Rick Chase seconded.

Motion carried with unanimous consent 8-0 vote).

4. **Special Guests:**
A. None
5. **Financial report and budget update:** – *Mark Buening* provided the December financial report and budget update. Parks Fund revenue is tracking at 121.27% of the projected budget. Parks Fund expenditures are tracking at 101.55% of the projected budget. Golf Fund revenue is tracking at 112.78% of the projected budget. Golf Fund expenditures are tracking at 94.35% of the projected budget. Of the \$68.39 million Riverfront Park Bond, \$54.54 million have been expended and \$3.05 million committed, leaving a \$10.81 million budget balance. Mr. Buening

added all of the bond funds have been encumbered and this should be reflected in the financials in the near future.

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

A. **Nomination Committee appointment** – *Nick Sumner* explained a Nomination Committee is required to recommend nominees for the 2020 offices of Park Board president and vice president. Mr. Sumner appointed of the following board members to the committee: Bob Anderson, Greta Gilman, Barb Richey and Gerry Sperling. The ad hoc committee's recommendation will come before the full board for adoption at the Feb. 13 Park Board meeting.

7. **Committee Reports:**

Urban Forestry Tree Committee: (The committee did not meet in January.) *Rick Chase*

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. Feb. 4, 2020, at the Woodland Center, Finch Arboretum.

Golf Committee: (The committee did not meet in January.) *Gerry Sperling*

A. Action items: None

B. The next scheduled meeting is 8 a.m., Feb. 11, 2020, Finch Arboretum, Woodland Center.

Land Committee: (The committee did not meet in January.) *Greta Gilman*

A. Action items: None

B. The next scheduled meeting is 4 p.m. Feb. 5, 2020, Woodland Center, Finch Arboretum.

Recreation Committee: (The committee did not meet in January.) *Sally Lodato*

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. Feb. 5, 2020, Woodland Center, Finch Arboretum.

Riverfront Park Committee: (The committee did not meet in January.) *Ted McGregor*

A. Action items: None

B. **2014 Advisory Committee lookback** – *Ted McGregor* provided a recap of the Riverfront Park redevelopment project, from the creation of the 2014 Master Plan to present.

C. The next scheduled meeting is 8:05 a.m. Feb. 10, 2020, in the Pavilion conference room, Riverfront Park.

Finance Committee: Jan. 7, 2020, *Bob Anderson*

A. **Spokane Public Facilities District land lease/SportsPlex** – *Garrett Jones* presented the proposed land lease with Spokane Public Facilities District (SPFD) for the development of the SportsPlex facility. The lease follows terms stipulated in the Interlocal Cooperation Agreement (ILA) adopted by the Park Board and SPFD January 2019. The proposed site for the facility is on Park-owned property located on Cataldo and Dean avenues between Howard and Washington streets. The ILA calls for pedestrian connections to and from the SportsPlex and Riverfront Park, and the execution of a Joint Use Agreement (JUA) outlining shared use of the facility. A committee, comprised of representatives from the Park Board, Park staff, SPFD and the Sports Commission, has been meeting since last August to create a SportsPlex joint use agreement. Over the past month, Parks and City Legal have been reviewing and making final edits to the draft joint use and land lease agreements to be brought before the Park Board and Public Facilities District boards for adoption.

Motion No. 2: Bob Anderson moved to approve the Spokane Public Facilities District land lease relating to the SportsPlex facility, as presented.

Sally Lodato seconded.
Barb Richey recused herself.
Motion passed with a 7-0-1 vote.

B. Spokane Public Facilities District joint use agreement/SportsPlex – Jennifer Papich presented the proposed Joint Use Agreement with the Spokane Public Facilities District relating to the shared use of the SportsPlex facility. Recent edits to the draft agreement, which are recommended by the Finance Committee, were reviewed. These edits include: 1) add language to Section 2.2 to read: “The Joint Committee referenced in Section 4.1.2 of the January 2019 Sportsplex Interlocal Cooperation Agreement shall meet...”; 2) remove one of the references to “utilities” from Section. 8.6; and 3) add language to Section 12 to read: “If either party has a claim or dispute under this Agreement and/or the Ground Lease Agreement...”

Motion No. 3: Bob Anderson moved to approve the Spokane Public Facilities District joint use agreement, as presented, relating to the shared use of the new SportsPlex facility.

Sally Lodato seconded.
Barb Richey recused herself.
Motion passed with a 7-0-1 vote.

C. The next regularly scheduled meeting is 3 p.m. Feb. 11, 2019, in the Pavilion conference room, Riverfront Park.

8. **Reports:**

Park Board President: *Nick Sumner* expressed his appreciation to the board for their collaborative work with one another and staff. The team who will develop the new Parks and Open Space Plan will be finalized next month and Mr. Sumner looks forward to endeavor.

Liaisons:

1. Conservation Futures – *Nick Sumner* reported the group met Jan. 8 to discuss realigning some of the priorities relating to potential conservation futures, primarily around the Beacon Hill/Camp Sekani area. They are also looking at opportunities where the city and county may work together on RCO grants.
2. Parks Foundation – *Ted McGregor* explained he is being considered as a member of the foundation as his retirement from the Park Board comes into effect. He looks forward to remaining involved with Parks and the foundation in this new capacity.
3. City Council – *Lori Kinnear* was welcomed by the board as the new City Council liaison. Ms. Kinnear served on the Riverfront Park Executive Team and the Community Garden Program, serves as the Public Safety Committee chair and represents District #2. Ms. Kinnear sponsored the Urban Forestry ordinance update and the Parks and Open Spaces protection ordinance. She looks forward to serving on the Park Board.

Director: *Garrett Jones*

A. Mayor Nadine Woodward – Mr. Jones reported Mayor Woodward was recently sworn in at a ceremony at the Pavilion. During her speech, the Mayor Woodward urged Spokane to continue the momentum of the reinvestment of Riverfront Park, the recreational programs and sustaining Parks and Recreation as being one of the top priorities.

B. New Year's Eve celebration – He said about 8,000 people came out for the festivities at the family-friendly event.

- C. Riverfront Park redevelopment project update – Mr. Jones reported in the next couple of weeks there will be some progress on West Havermale Island and north bank with some tree management and protection activities in these areas.
- D. Park Operations – He thanked the Park Operations crew for their work in preparing for the snow which is predicted in the coming days.

9. **Executive Session:**

A. None

10. **Correspondence:**

A. Letters/email: None

B. Newsletters: Hillyard Senior Center

11. **Public Comments:**

12. **Adjournment:** The meeting was adjourned at 4:44 p.m.

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 meeting room, Riverfront Park

Golf Committee: 8 a.m. Feb. 11, 2020, Woodland Center, Finch Arboretum

Finance Committee: 3 p.m. Feb. 11, 2020, Pavilion conference room, Riverfront Park

B. Next Park Board: 3:30 p.m. Feb. 13, 2020, City Council Chambers

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

Minutes approved by:



Garrett Jones, Director

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 – January 2020								
Begin/end dates	Begins: 01/01/2020 Ends: 1/31/2020 Open ended <input type="checkbox"/>								
Background/history: Claims for the month of January 2020 in the amount of \$2,188,360.42.									
Motion wording: Move to approve claims for the month of January 2020 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: <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 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 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 type="checkbox"/> UBI: _____ Business license expiration date: _____	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)								

**CITY OF SPOKANE PARK AND RECREATION DIVISION
JANUARY 2020 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - FEB. 13, 2020**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,119,091.55
MAINTENANCE & OPERATIONS	\$	443,110.23
CAPITAL OUTLAY	\$	157,569.08
PARK CUMULATIVE RESERVE FUND	\$	37,376.60

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	255,692.29
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GOLF:

SALARIES & WAGES	\$	79,957.92
MAINTENANCE & OPERATIONS	\$	95,562.75
CAPITAL OUTLAY	\$	-

TOTAL EXPENDITURES:	\$	2,188,360.42
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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 #)	CPR 1981-0402		
Item title: (Use exact language noted on the agenda)	Reappointment to the Park Board/Nick Sumner		
Begin/end dates	Begins: 02/13/2020 Ends: 02/04/2025 <input type="checkbox"/> Open ended		
Background/history: Nick Sumner's first full term expired Feb. 4, 2020. The mayor recommended his stated intent to serve a second five-year term and the City Council unanimously approved the appointment at the Feb. 3 council meeting. His second term will run from Feb. 3, 2020, to Feb. 4, 2025.			
Motion wording: Move to approve Nick Sumner's reappointment to serve a second term on the Park Board			
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: <p style="text-align: right;">pclarke@spokanecity.org</p>			
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>			

**Agenda Sheet for City Council Meeting of:**

02/03/2020

Date Rec'd

1/15/2020

Clerk's File #

CPR 1981-0402

Renews #**Submitting Dept**

MAYOR

Contact Name/Phone

BRANDY COTE 625-6774

Contact E-Mail

BCOTE@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Agenda Item Name

0520 REAPPOINTMENT TO THE SPOKANE PARK BOARD

Agenda Wording

Reappointment of Nick Sumner to the Spokane Park Board for a 5 year term, from 2/4/20 - 2/4/25.

Summary (Background)

Reappointment of Nick Sumner to the Spokane Park Board for a 5 year term, from 2/4/20 - 2/4/25.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

COTE, BRANDY

Division Director**Finance****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing****Council Notifications****Study Session****Other****Distribution List**

bcote@spokanecity.org

pclarke@spokanecity.org

gjones@spokanecity.org

APPROVED BY
SPOKANE CITY COUNCIL:

2/3/2020
[Signature]
CITY CLERK

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	Feb. 5, 2020		
Requester	Nick Hamad	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/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 2019-0925		
Item title: (Use exact language noted on the agenda)	Ditches Unlimited, Inc., construction change order #3/Manito Park Mirror Pond rehabilitation project (\$113,679.62, tax inclusive)		
Begin/end dates	Begins: 02-13-2020	Ends: 05-01-2020	<input type="checkbox"/> Open ended
Background/history: Ditches Unlimited change order #3 for work on the Manito Park Mirror Pond project adds the following to the scope of work: 1. Increase scope to provide additional materials and labor to anchor piping to the bottom of the pond, and 2. Add Alternate 3 scope for the contractor's initial bid price of \$100,000 to construct treatment wetland. The initial project contract in October 2019 requested the contractor hold alternate 3 bid pricing for future contract addition after pond excavation was completed successfully. Pond excavation has been completed with only minor additions in scope. Sufficient project budget remains to add alternate 3 work to the project scope. Additionally, the Friends of Manito have committed up to an additional \$25,000 in project contributions to assist in funding change order #3.			
Motion wording: Move to approve Ditches Unlimited, Inc., construction change order #3 for the Manito Park Mirror Pond rehabilitation project in the amount of \$113,679.62, tax inclusive			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Ditches Unlimited (contractor) Name: Arvistis Mckinnie Email address: ditchesunlimited@gmail.com Phone: 208.666.1650			
Distribution: Parks – Accounting Thea Prince Parks – Pamela Clarke ditchesunlimited@gmail.com Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: \$88,679.62 1400 \$25,000.00 Friends of Manito			
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: 602-860-344 Business license expiration date: 9-30-2020 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

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

NAME OF CONTRACTOR: DITCHES UNLIMITED, INC.

PROJECT TITLE: MANITO PARK MIRROR POND RENOVATION

CITY CLERK CONTRACT NUMBER: OPR2019-0925

=====

DESCRIPTION OF CHANGE:

AMOUNT:

Additional Materials for pond pipe anchoring

\$2,959.18

Additional labor for pond pipe anchoring

\$1,880.00

Alternate 3: Construct Treatment Wetland

\$100,000.00

=====

TOTAL AMOUNT: \$104,839.18

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$244,046.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$31,459.64
CURRENT CONTRACT AMOUNT	\$275,505.64
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$104,839.18
REVISED CONTRACT SUM	\$380,344.82

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: _____

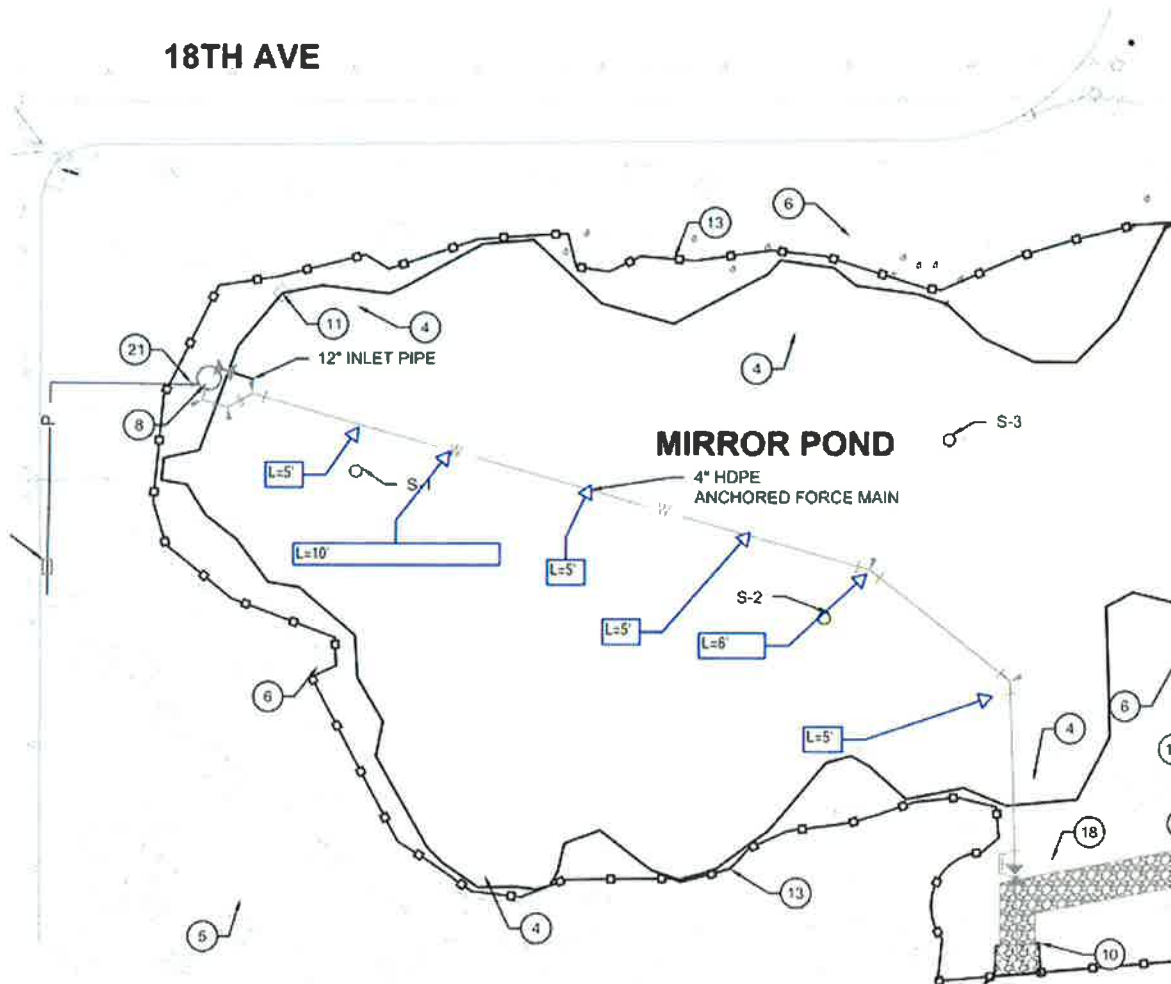
Attest: _____ City Clerk

Approved as to form: _____ Assistant City Attorney

From: [Erick Fitzpatrick](#)
To: [Arvistic McKinzie](#)
Cc: [Hamad, Nicholas](#); [Harvey Morrison](#); [Dylan Schwarz](#)
Subject: RE: Manito
Date: Tuesday, December 17, 2019 5:47:05 PM
Attachments: [image004.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Arvie, we're looking at bolting the pipe to an I beam with a clamp. Our recommendation and basis for design is a Metraflex PA clamps. The clamps would be bolted to a W8-24 section of I beam. The total beam length needs to be around 35 feet to keep a half full pipe submerged. Below are our recommended locations. We're open to suggestions on the locations to help with the constructability.



https://www.metraflex.com/pipes-guides-and-anchors/model_pa/



Erick Fitzpatrick, PE | Associate Principal
AHBL, Inc. | TACOMA • SEATTLE • SPOKANE • TRI-CITIES
509.252.5019 TEL | 509.321.9389 DIRECT | efitzpatrick@ahbl.com EMAIL | Send us a [file](#).

Manito Park Mirror Pond Restoration
Submittal



Ditches Unlimited Inc.

18089 S Watson Rd

Coeur d Alene ID

83814

208-666-1650

STRUT CLAMPS



Clamp With Cushion

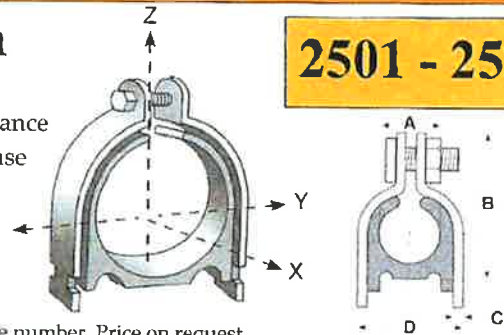
CLAMP MATERIAL: Low carbon steel

CUSHION MATERIAL: Multi-Flex TES A9110 EV1 Black, in accordance with ASTM D4474 TES 0130 A90000. Classified 2043 (25/50) for use in plenums and air handling systems.

TEMPERATURE RANGE: -65°F to 275°F (-54°C to 135°C)

FINISH: Western gold

ORDERING: Specify figure number.



2501 - 2588

Available in stainless steel. To order, specify 304 or 316 and add suffix SS to figure number. Price on request.

Figure Number	O.D. Size A		Nom. Tube Size		Nom. Pipe Size		B		C		D		Standard Package	Max. Rec. Load						Wt. Each	
														X		Y		Z			
														Lbs.	kN	Lbs.	kN	Lbs.	kN	Lbs.	kg
2501	.25	(6.35)	1/8	(3)	-	-	1.11	(28.19)	.075	(1.91)	.62	(15.75)	30	50	(.22)	50	(.22)	400	(1.78)	.13	(.06)
2502	.375	(9.53)	1/4	(6)	-	-	1.24	(31.50)	.075	(1.91)	.75	(19.05)	30	50	(.22)	50	(.22)	400	(1.78)	.14	(.06)
2503	.5	(12.70)	3/8	(10)	-	-	1.36	(34.54)	.075	(1.91)	.87	(22.10)	30	50	(.22)	50	(.22)	400	(1.78)	.15	(.07)
2504	.625	(15.88)	1/2	(15)	-	-	1.5	(38.10)	.075	(1.91)	1	(25.40)	20	50	(.22)	50	(.22)	400	(1.78)	.16	(.07)
2505	.75	(19.05)	5/8	(17)	-	-	1.78	(45.21)	.075	(1.91)	1.33	(33.78)	20	75	(.33)	75	(.33)	600	(2.67)	.19	(.09)
2506	.875	(22.23)	3/4	(20)	-	-	1.91	(48.51)	.075	(1.91)	1.45	(36.83)	20	75	(.33)	75	(.33)	600	(2.67)	.21	(.09)
2515	1	(25.40)	-	-	-	-	2.03	(51.56)	.075	(1.91)	1.66	(42.16)	20	75	(.33)	75	(.33)	600	(2.67)	.29	(.13)
2507	1.125	(28.58)	1	(25)	-	-	2.16	(54.86)	.075	(1.91)	1.79	(45.47)	10	75	(.33)	75	(.33)	600	(2.67)	.31	(.14)
2516	1.25	(31.75)	-	-	-	-	2.3	(58.42)	.105	(2.67)	1.92	(48.77)	20	75	(.33)	75	(.33)	600	(2.67)	.33	(.15)
2508	1.375	(34.93)	1 1/4	(32)	-	-	2.75	(69.85)	.119	(3.02)	2.22	(56.39)	10	75	(.33)	75	(.33)	600	(2.67)	.42	(.19)
2517	1.5	(38.10)	-	-	-	-	2.75	(69.85)	.119	(3.02)	2.22	(56.39)	10	75	(.33)	75	(.33)	600	(2.67)	.38	(.17)
2509	1.625	(41.28)	1 1/2	(40)	-	-	3.03	(76.96)	.119	(3.02)	2.47	(62.74)	10	75	(.33)	75	(.33)	600	(2.67)	.48	(.22)
2518	1.75	(44.45)	-	-	-	-	3.03	(76.96)	.119	(3.02)	2.47	(62.74)	10	125	(.56)	125	(.56)	800	(3.56)	.46	(.21)
2519	1.875	(47.63)	-	-	-	-	3.28	(83.31)	.119	(3.02)	2.47	(62.74)	10	125	(.56)	125	(.56)	800	(3.56)	.52	(.24)
2520	2	(50.80)	-	-	-	-	3.28	(83.31)	.119	(3.02)	2.72	(69.09)	10	125	(.56)	125	(.56)	800	(3.56)	.50	(.23)
2510	2.125	(53.98)	2	(50)	-	-	3.53	(89.66)	.119	(3.02)	2.97	(75.44)	10	125	(.56)	125	(.56)	800	(3.56)	.57	(.26)
2521	2.25	(57.15)	-	-	-	-	3.78	(96.01)	.119	(3.02)	3.22	(81.79)	10	125	(.56)	125	(.56)	800	(3.56)	.62	(.28)
2523	2.5	(63.50)	-	-	-	-	4.03	(102.36)	.119	(3.02)	3.47	(88.14)	10	125	(.56)	125	(.56)	800	(3.56)	.60	(.27)
2511	2.625	(66.68)	2 1/2	(65)	-	-	4.03	(102.36)	.119	(3.02)	3.47	(88.14)	10	125	(.56)	125	(.56)	800	(3.56)	.58	(.26)
2524	3	(76.20)	-	-	-	-	4.52	(114.81)	.119	(3.02)	3.97	(100.84)	10	125	(.56)	125	(.56)	800	(3.56)	.69	(.31)
2512	3.125	(79.38)	3	(80)	-	-	4.52	(114.81)	.119	(3.02)	3.97	(100.84)	10	125	(.56)	125	(.56)	800	(3.56)	.68	(.31)
2513	3.625	(92.08)	3 1/2	(90)	-	-	5.03	(127.76)	.119	(3.02)	4.47	(113.54)	10	150	(.67)	200	(.89)	1000	(4.45)	.76	(.34)
2514	4.125	(104.78)	4	(100)	-	-	5.66	(143.76)	.119	(3.02)	5.09	(129.29)	10	150	(.67)	200	(.89)	1000	(4.45)	.88	(.40)
2525	5.125	(130.18)	5	(125)	-	-	6.75	(171.45)	.119	(3.02)	6.25	(158.75)	10	150	(.67)	200	(.89)	1000	(4.45)	1.17	(.53)
2526	6.125	(155.58)	6	(150)	-	-	7.75	(196.85)	.119	(3.02)	7.5	(190.50)	10	150	(.67)	200	(.89)	1000	(4.45)	1.28	(.58)
2530	.79	(20)		Metric Pipe			1.78	(45.21)	.07	(1.78)	1.33	(33.78)	20	75	(.33)	75	(.33)	600	(2.67)	.19	(.09)
2531	.98	(25)		Metric Pipe			2.03	(51.56)	.07	(1.78)	1.66	(42.16)	10	75	(.33)	75	(.33)	600	(2.67)	.29	(.13)
2532	1.26	(32)		Metric Pipe			2.30	(58.42)	.07	(1.78)	1.92	(48.77)	10	75	(.33)	75	(.33)	600	(2.67)	.33	(.15)
2533	1.57	(40)		Metric Pipe			2.75	(69.85)	.11	(2.79)	2.22	(56.39)	10	75	(.33)	75	(.33)	600	(2.67)	.48	(.22)
2534	1.97	(50)		Metric Pipe			3.28	(83.31)	.11	(2.79)	2.72	(69.09)	10	125	(.56)	125	(.56)	800	(3.56)	.50	(.23)
2535	2.48	(63)		Metric Pipe			4.03	(102.36)	.11	(2.79)	3.47	(88.14)	10	125	(.56)	125	(.56)	800	(3.56)	.60	(.27)
2536	2.95	(75)		Metric Pipe			4.52	(114.81)	.11	(2.79)	3.97	(100.84)	10	125	(.56)	125	(.56)	800	(3.56)	.62	(.28)
2537	3.54	(90)		Metric Pipe			4.91	(124.71)	.11	(2.79)	4.36	(110.74)	10	150	(.67)	200	(.89)	1000	(4.45)	.72	(.33)
2538	4.33	(110)		Metric Pipe			5.76	(146.30)	.11	(2.79)	5.30	(134.62)	10	150	(.67)	200	(.89)	1000	(4.45)	.94	(.43)
2539	4.92	(125)		Metric Pipe			6.55	(166.37)	.11	(2.79)	6.15	(156.21)	10	150	(.67)	200	(.89)	1000	(4.45)	1.06	(.48)
2540	6.30	(160)		Metric Pipe			7.95	(201.93)	.11	(2.79)	7.70	(195.58)	10	150	(.67)	200	(.89)	1000	(4.45)	1.43	(.65)
2574	.540	(13.72)	-	-	1/4	(5)	1.41	(35.81)	.075	(1.91)	.91	(23.11)	30	50	(.22)	50	(.22)	400	(1.78)	.16	(.07)
2575	.675	(17.15)	-	-	3/8	(10)	1.59	(40.39)	.075	(1.91)	1.07	(27.18)	30	75	(.33)	75	(.33)	600	(2.67)	.17	(.08)
2576	.840	(21.34)	-	-	1/2	(15)	1.91	(48.51)	.075	(1.91)	1.45	(36.83)	30	75	(.33)	75	(.33)	600	(2.67)	.21	(.10)
2577	1.050	(26.67)	-	-	3/4	(20)	2.16	(54.86)	.075	(1.91)	1.79	(45.47)	10	75	(.33)	75	(.33)	600	(2.67)	.31	(.14)
2578	1.315	(33.40)	-	-	1	(25)	2.75	(69.85)	.119	(3.02)	2.22	(56.39)	20	75	(.33)	75	(.33)	600	(2.67)	.43	(.20)
2579	1.660	(42.16)	-	-	1 1/4	(32)	3.03	(76.96)	.119	(3.02)	2.47	(62.74)	10	125	(.56)	125	(.56)	800	(3.56)	.48	(.22)
2580	1.900	(48.26)	-	-	1 1/2	(40)	3.28	(83.31)	.119	(3.02)	2.47	(62.74)	10	125	(.56)	125	(.56)	800	(3.56)	.52	(.24)
2581	2.375	(60.33)	-	-	2	(50)	3.78	(96.01)	.119	(3.02)	3.22	(81.79)	10	125	(.56)	125	(.56)	800	(3.56)	.61	(.28)
2582	2.875	(73.03)	-	-	2 1/2	(65)	4.27	(108.46)	.119	(3.02)	3.72	(94.49)	10	125	(.56)	125	(.56)	800	(3.56)	.62	(.28)
2583	3.500	(88.90)	-	-	3	(80)	4.91	(124.71)	.119	(3.02)	4.36	(110.74)	10	150	(.67)	200	(.89)	1000	(4.45)	.72	(.33)
2584	4.000	(101.60)	-	-	3 1/2	(90)	5.53	(140.46)	.119	(3.02)	4.97	(126.24)	10	150	(.67)	200	(.89)	1000	(4.45)	.88	(.40)
2585	4.500	(114.30)	-	-	4	(100)	6.03	(153.16)	.119	(3.02)	5.47	(138.94)	10	150	(.67)	200	(.89)	1000	(4.45)	.95	(.43)
2586	5.563	(141.30)	-	-	5	(125)	7.03	(178.56)	.135	(3.43)	6.47	(164.34)	10	150	(.67)	200	(.89)	1000	(4.45)	1.22	(.55)
2587	6.625	(168.28)	-	-	6	(150)	8.03	(203.96)	.135	(3.43)	7.47	(189.74)	10	150	(.67)	200	(.89)	1000	(4.45)	1.44	(.65)
2588	8.625	(219.08)	-	-	8	(200)	10.3	(261.62)	.135	(3.43)	9.38	(238.25)	10	150	(.67)	200	(.89)	1000	(4.45)	2.00	(.90)

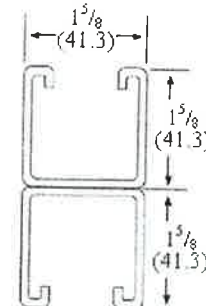
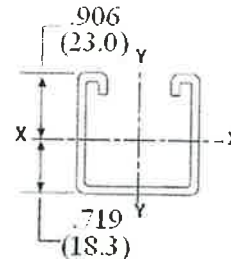
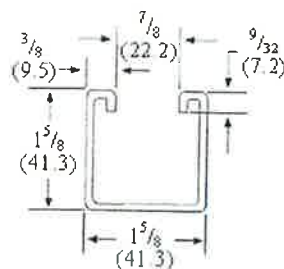
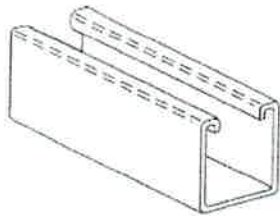
Unless otherwise specified, all dimensions on drawings and in charts are in inches and dimensions shown in parentheses are in millimeters.



CHANNEL

1001 - 1042

1⁵/₈" X 1⁵/₈" X 12 Gauge



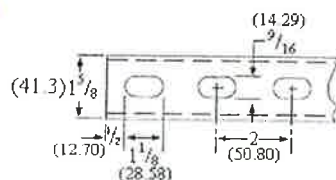
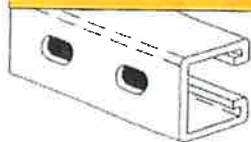
ORDERING:

Specify Figure No., finish and number of feet.

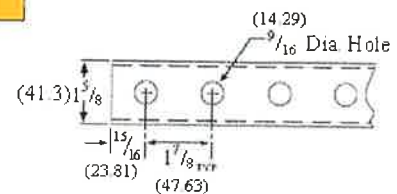
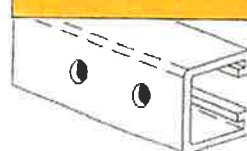
Fig. Number				Type - Description	Weight		Bundle Qty.			
10ft.	3.05m	20ft.	6.10m		lbs./ft.	kg/m	10ft.	3.05m	20ft.	6.10m
1001		1002		No Openings	1.77	(2.63)	500	(152.4)	500	(152.4)
1001A		1002A		Welded Back to Back	3.54	(5.27)	300	(91.4)	300	(91.4)
1011		1012		With 1 ¹ / ₈ " X 9/16" (28.58 X 14.29) slots on 2" (50.8) centers	1.70	(2.53)	500	(152.4)	500	(152.4)
1011A		1012A		Welded Back to Back	3.40	(5.06)	300	(91.4)	300	(91.4)
1021		1022		With 9/16" (14.29) dia. holes on 1 ⁷ / ₈ " (47.63) centers	1.70	(2.53)	500	(152.4)	500	(152.4)
1021A		1022A		Welded Back to Back	3.40	(5.06)	300	(91.4)	300	(91.4)
1031		1032		With 3" (76.20) slots	1.68	(2.50)	500	(152.4)	500	(152.4)
1041		1042		With 7/8" (22.23) Knockouts on 6" (152.40) centers	1.77	(2.63)	500	(152.4)	500	(152.4)

Available in aluminum and stainless steel. Price on request. To order aluminum, add suffix AL to fig. number. To order stainless steel, specify 304 or 316 and add suffix SS to fig. number.

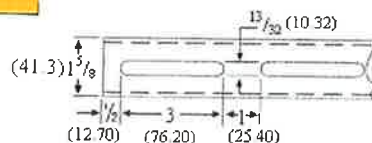
1011 - 1012



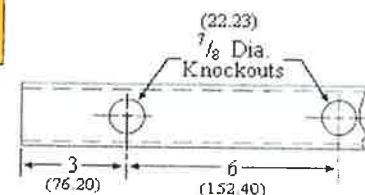
1021 - 1022



1031 - 1032



1041 - 1042



Unless otherwise specified, all dimensions on drawings and in charts are in inches and dimensions shown in parentheses are in millimeters.

PHD Manufacturing, Inc.

Elements of Selection

1001 - 1042

Figure Number	X-X Axis								Y-Y Axis					
	Area of Section		Moment Of Inertia		Section Modulus		Radius of Gyration		Moment Of Inertia		Section Modulus		Radius of Gyration	
	in. ²	cm ²	in. ⁴	cm ⁴	in. ³	cm ³	in.	cm	in. ⁴	cm ⁴	in. ³	cm ³	in.	cm
1001	0.562	(3.626)	0.1912	(7.961)	0.2125	(3.482)	0.583	(1.481)	0.2399	(9.988)	0.2953	(4.839)	0.653	(1.659)
1001A	1.124	(7.252)	0.9732	(40.519)	0.5989	(9.814)	0.931	(2.365)	0.4798	(19.977)	0.5905	(9.677)	0.653	(1.659)

Modules of Elasticity: 29,500,000 PSI (203,395.3mPa)

Beam & Column Loads

Figure Number	Beam Span or Unbraced Column Height		Maximum Column Load		Uniform Load		Deflection		Uniform Load @ 1/240 Span	
			Lbs.	kN	Lbs.	kN	in.	mm	Lbs.	kN
1001	12	(304.80)	10454	(46.50)	2610	(11.61)	.01	(0.25)	2610	(11.61)
1001A			21625	(96.19)	2610*	(11.61)	.01	(0.25)	2610*	(11.61)
1001	18	(457.20)	9950	(44.26)	2269	(10.09)	.03	(0.76)	2269	(10.09)
1001A			21433	(95.34)	2610*	(11.61)	.01	(0.25)	2610*	(11.61)
1001	24	(609.60)	9311	(41.42)	1702	(7.57)	.06	(1.52)	1702	(7.57)
1001A			21164	(94.14)	2610*	(11.61)	.02	(0.51)	2610*	(11.61)
1001	30	(762.00)	8582	(38.17)	1361	(6.05)	.09	(2.29)	1361	(6.05)
1001A			20819	(92.61)	2610*	(11.61)	.03	(0.76)	2610*	(11.61)
1001	36	(914.40)	7801	(34.70)	1135	(5.05)	.13	(3.30)	1135	(5.05)
1001A			20397	(90.73)	2610*	(11.61)	.06	(1.52)	2610*	(11.61)
1001	42	(1066.80)	6998	(31.13)	972	(4.32)	.17	(4.32)	972	(4.32)
1001A			19898	(88.51)	2610*	(11.61)	.09	(2.29)	2610*	(11.61)
1001	48	(1219.20)	6193	(27.55)	851	(3.79)	.22	(5.59)	758	(3.37)
1001A			19322	(85.95)	2405	(10.70)	.13	(3.30)	2405	(10.70)
1001	54	(1371.60)	5392	(23.98)	756	(3.36)	.28	(7.11)	599	(2.66)
1001A			18669	(83.04)	2138	(9.51)	.16	(4.06)	2138	(9.51)
1001	60	(1524.00)	4718	(20.99)	681	(3.03)	.35	(8.89)	485	(2.16)
1001A			17940	(79.80)	1924	(8.56)	.20	(5.08)	1924	(8.56)
1001	66	(1676.40)	4202	(18.69)	619	(2.75)	.42	(10.67)	401	(1.78)
1001A			17134	(76.22)	1749	(7.78)	.24	(6.10)	1749	(7.78)
1001	72	(1828.80)	3791	(16.86)	567	(2.52)	.51	(12.95)	337	(1.50)
1001A			16251	(72.29)	1603	(7.13)	.28	(7.11)	1603	(7.13)
1001	84	(2133.60)	3176	(14.13)	486	(2.16)	.69	(17.53)	248	(1.10)
1001A			14255	(63.41)	1374	(6.11)	.38	(9.65)	1255	(5.58)
1001	96	(2438.40)	2728	(12.13)	425	(1.89)	.90	(22.86)	190	(0.85)
1001A			11951	(53.16)	1202	(5.35)	.50	(12.70)	961	(4.27)
1001	108	(2743.20)	2381	(10.59)	378	(1.68)	1.13	(28.70)	150	(0.67)
1001A			9524	(42.36)	1069	(4.76)	.63	(16.00)	759	(3.38)
1001	120	(3048.00)	2101	(9.35)	340	(1.51)	1.40	(35.56)	121	(0.54)
1001A			7715	(34.32)	962	(4.28)	.78	(19.81)	615	(2.74)
1001	144	(3657.60)	1660	(7.38)	280	(1.25)	2.00	(50.80)	80	(0.36)
1001A			5040	(22.42)	800	(3.56)	1.14	(28.96)	420	(1.87)
1001	168	(4267.20)	--	--	240	(1.07)	2.72	(69.09)	60	(0.27)
1001A			--	--	680	(3.02)	1.53	(38.86)	310	(1.38)
1001	192	(4876.80)	--	--	210	(0.93)	3.55	(90.17)	50	(0.22)
1001A			--	--	600	(2.67)	2.02	(51.31)	240	(1.07)
1001	216	(5486.40)	--	--	190	(0.85)	4.58	(116.33)	40	(0.18)
1001A			--	--	530	(2.36)	2.54	(64.52)	190	(0.85)
1001	240	(6096.00)	--	--	170	(0.76)	5.62	(142.75)	--	--
1001A			--	--	480	(2.14)	3.16	(80.26)	150	(0.67)

Beam Loads: Loads listed are uniformly distributed, for loads concentrated at center of span multiply uniform load by .5 and multiply the deflection by 8. When deflection is not a factor use stress of 25,000 PSI (172.37 mPa). When deflection is a factor use deflection of 1/240 Span. *Failure determined by weld shear.

Column Loads: Column loadings are for allowable axial loads for the unsupported heights listed and include a K value of .80. If eccentric, loads should be reduced according to standard practice.

Unless otherwise specified, all dimensions on drawings and in charts are in inches and dimensions shown in parentheses are in millimeters.

For Fabricated Channels, reduce beam load values as follows:

1011 & 1012	15%
1021 & 1022	10%
1031 & 1032	30%
1041 & 1042	5%

TECHNICAL DATA

SPOT WELDING

Resistance welding of back to back strut channel is accomplished by way of an AC powered press type spot welder. This equipment produces a series of spot welds from 2" (50.8) to 4" (101.6) apart continuously down the length of the channel. Consistency is maintained by the use of a highly sophisticated constant current weld control. This processor is capable of maintaining weld sequence, duration and current control along with other variables. Any deviations in the programmed parameters will issue forth an alarm or shut down fault, which is then investigated. Weld quality is tested every 300-350 welds through the use of a destructive test method.

Through the use of modern technology, destructive and non-destructive testing, the quality of strut can be maintained. Spot weld strut is fabricated in accordance with the R.W.M.A. guidelines for resistance welding.

From: [Erick Fitzpatrick](#)
To: [Arvistic McKinnie](#)
Cc: [Hamad, Nicholas](#); [Dylan Schwarz](#)
Subject: RE: Submittal
Date: Friday, December 20, 2019 3:59:17 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Approved.



Erick Fitzpatrick, PE | Associate Principal

AHBL, Inc. | TACOMA • SEATTLE • **SPOKANE** • TRI-CITIES

509.252.5019 TEL | 509.321.9389 DIRECT | efitzpatrick@ahbl.com EMAIL | Send us a [file](#).

From: Arvistic McKinnie [<mailto:ditchesunlimited@gmail.com>]
Sent: Thursday, December 19, 2019 12:00 PM
To: Erick Fitzpatrick
Cc: Hamad, Nicholas
Subject: Submittal

Please see attached

Thank you

Laura Ward
Executive Assistant/Office Manager
Ditches Unlimited Inc.
208-666-1650

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).

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
OPR-2019-0925	1016041

Description	Qty	Cost	Total
~~~~~ CHANGE ORDER ~~~~~ November 21, 2019 > Added 30 Labor. (+\$15,953.40) Total change to estimate +\$15,953.40 ~~~~~			
~~~~~ CHANGE ORDER ~~~~~ November 25, 2019 > Changed description of Labor. (+\$0.00) > Added 1 Labor. (+\$5,100.00) > Added 1 Labor. (+\$4,300.00) Total change to estimate +\$9,400.00 ~~~~~			
Change Order #3 35' of 8x24lb. I-Beam I-Beam cuts (6 cuts for length) 14 holes for pipe clamps Pipe clamps and misc. fittings Labor to install TAX EXCLUDED ~~~~~ CHANGE ORDER ~~~~~ December 31, 2019 > Added 35 Materials. (+\$1,108.45) > Added 6 Labor. (+\$76.86) > Added 14 Labor. (+\$448.56) > Added 1 Materials. (+\$1,325.31) > Added 1 Labor. (+\$1,880.00) Total change to estimate +\$4,839.18 ~~~~~	35 6 14 1 1	31.67 12.81 32.04 1,325.31 1,880.00	1,108.45 76.86 448.56 1,325.31 1,880.00
Total			\$302,064.91

ADD THIS SCOPE

Customer Signature _____

From: [Arvistis McKinnie](#)
To: [Hamad, Nicholas](#)
Subject: Re: Change Order #3
Date: Tuesday, January 07, 2020 8:17:38 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good morning Nick, we already have 5 cinder blocks at our yard so there wasn't a cost for materials. The time it would take for a laborer to place the blocks in the pond would've been under 10 minutes. This was considered incidental to the project and no monies were allotted. The labor involved in hauling, cutting to length, drilling the required holes for which to attach the struts for which to attach the pipe clamps is substantial. The I-beam sections will be too heavy to handle and will require mechanical methods for cutting, drilling, loading, unloading and placement in the pond.

Arvistis McKinnie

President/CEO

Ditches Unlimited Inc.

208-666-1650

www.ditchesunlimited.com

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On Mon, Jan 6, 2020 at 4:26 PM Hamad, Nicholas <nhamad@spokanecity.org> wrote:

Hi Laura,

I am in the process of writing up another change for this work, but don't see a credit for the pipe anchoring/labor as required in the bid documents. Could you please revise Chng Order 3 to provide that information? Once I have it, I'll turn around the change order.

-nick

From: Arvistis McKinnie <ditchesunlimited@gmail.com>
Sent: Tuesday, December 31, 2019 10:13 AM

To: Hamad, Nicholas <nhamad@spokanecity.org>

Subject: Change Order #3

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please see change order 3 attached

Thank you

Laura Ward

Executive Assistant/Office Manager

Ditches Unlimited Inc.

208-666-1650

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Pond Restoration Recommendations

- Remove 'muck' to remove phosphorous - **complete**
- Deepen pond - **complete**
 - greater volume & inhibit growth
 - allow for future sediment
 - increase aesthetic
- Install pumping system - **contracted, in progress**
 - recirculate water
 - future connection to irrigation
 - future water treatment
- Create treatment wetland - **incomplete**
 - phosphorous uptake
- Regrade slope south of pond - **incomplete, not planned**

add this to scope







THESE NEXT FOUR (4) PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: MANITO PARK MIRROR POND REHABILITATION PROJECT

BIDDER'S DECLARATION.

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

BID OFFER.

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

BASE BID (pond excavation & associated construction):

\$ 219,046.74

TRENCHING SYSTEM: \$ 10,000.00

(when a trench excavation will exceed a depth of four feet)

SALES TAX (8.9%) \$ 20,385.16

TOTAL BASE BID PRICE: \$ 249,431.90

ALTERNATE 1: Additional Pond Excavation 1 \$ 15,000.00
(no tax included)

ALTERNATE 2: Additional Pond Excavation 2 \$ 30,000.00
(no tax included)

ALTERNATE 3: Construct Treatment Pond
(no tax included) \$ 100,000.00

ALTERNATE 4: Construct Waterfall
(no tax included) \$ 40,000.00

ADD THIS SCOPE

Spokane Park Board

Briefing Paper



Committee	Recreation		
Committee meeting date	Feb. 5, 2020		
Requester	Jennifer Papich	Phone number: 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 2017-0540		
Item title: (Use exact language noted on the agenda)	Griffin Publishing value blanket vendor change/TPC Holdings Inc.		
Begin/end dates	Begins: 02-13-2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Griffin Publishing was bought out by TPC Holdings Inc. Parks Recreation will be continuing their value blanket contract with TPC Holdings Inc.			
Motion wording: Approve the change of value blanket order assignment from Griffin Publishing to TPC Holdings Inc.			
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: 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: _____			
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: 601-011-077 Business license expiration date: Oct-31-20 </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 Clerk's No. _____

VALUE BLANKET ORDER ASSIGNMENT

This VALUE BLANKET ORDER ASSIGNMENT is between the CITY OF SPOKANE, a Washington State municipal corporation as "City", and GRIFFIN PUBLISHING whose address is 2210 N Dollar Rd Spokane Valley, WA 99212, as "Assignor", and TPC HOLDINGS, whose address is 2210 N Dollar Rd Spokane Valley, WA 99212, as "Assignee".

WHEREAS, the City and the Assignor entered into a Value Blanket Order for Printing & Mailing Services based on Bid #4359-17; and

WHEREAS, subsequently the Assignor's company was bought out by the Assignee; and

WHEREAS, Assignor desires to assign the value blanket order to Assignee; and in accordance with City policy, consent of the Parks Board is required for the assignment;

1. ASSIGNMENT. For value received, Assignor assigns all of its rights, title and interest under the value blanket order described above to Assignee effective 9/25/20. Assignee accepts the assignment and agrees to assume all contractual liabilities arising after such date.
2. CONSENT OF THE PARKS BOARD. The Parks Board agrees to the above assignment and represents that the value blanket order is in full force and effect and that the Parks Board has no knowledge of any material default by Assignor.

Dated: 1/28/20

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated:1/28/20

GRIFFIN PUBLISHING

E-Mail address, if available:_____
Carla@griffinpublishinginc.com

City of Spokane Business License
No. UBI 602170606

Spokane Endorsement #T11050286BUS

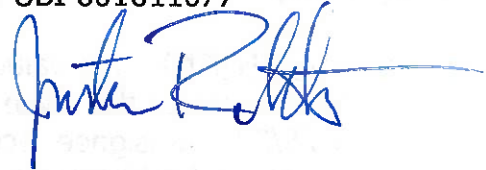
By:_Carla Mayer
Title: Bookkeeper

Dated:_1/28/20

TPC HOLDINGS

E-Mail address, if available:_____
JRalston@lmtribune.com

City of Spokane Business License
No. UBI 601011077



By:___Justin Ralston
Title_Controller

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	Feb. 10, 2020		
Requester	Amy Lindsey	Phone number: 509-625-6372	
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 2019-0598		
Item title: (Use exact language noted on the agenda)	Freight Way, Inc., contract amendment (\$6,500, tax inclusive)		
Begin/end dates	Begins: Jan. 1, 2020	Ends: Dec. 31, 2020	<input type="checkbox"/> Open ended
Background/history: Freight Way, Inc., provides transportation services for Riverfront's SL320 mobile stage. The City does not own the appropriate trucking equipment to support this function in house. Stage transportation will occur to and from the Pavilion service yard to the Pavilion floor or other areas of the park as needed to support event activity. This contract extension and amendment is required to be consider by Park Board because its value exceeds 10% of the original contract.			
Motion wording: Approve contract amendment with Freight Way, Inc., for \$6,500, Tax inclusive			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Freight Way, Inc. Name: Chris Meusy Email address: Chris@freightwayinc.com Phone: 509-994-7755			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Amy Lindsey Grant Management Department/Name: alindsey@spokanecity.org			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$6,500 Budget code: 1400-54341-76901-54201			
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 UBI: <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI#: 602-161-532 Business license expiration date: 06-30-2020 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



City of Spokane
Parks and Recreation Department

**CONTRACT EXTENSION &
AMENDMENT**

**Title: FREIGHT WAY, INC. FOR TRANSPORTATION OF
THE CITY OF SPOKANE PARKS DEPT. STAGE**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane Parks and Recreation Department**, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Freight Way, Inc.**, whose address is 4203 East Broadway Avenue, Spokane, Washington, 99202 as ("Company"). Individually hereafter referred as a "party" and, together, as the "Parties".

WHEREAS, the "Parties" entered into a Contract wherein the "Company" agreed to provide transportation services for the City's rental performance stage for the City of Spokane Parks Department; and,

WHEREAS, a the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and,

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

1. CONTRACT DOCUMENTS.

The Contract dated May 1, 2019, and 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 DATES.

This Contract Amendment / Extension shall become effective January 1, 2020 and shall terminate on December 31, 2020.

3. ADDITIONAL WORK.

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

Stage transportation for the City of Spokane, as requested, for the year 2020.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SIX THOUSAND, FIVE HUNDRED and 00/100 DOLLARS (\$6,500.00)** for everything furnished and done under this Contract Amendment.

This is the maximum amount to be paid under this Amendment/Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

FREIGHT WAY, INC.

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT**

By  1/24/2020
Signature Date

By _____
Signature Date

Chris Meusy
Chris Meusy
Type or Print Name

Type or Print Name

President / Owner
President
Title

Title

602-161-532 With a City of Spokane
WA UBI No. Business Endorsement

Attest:

Approved as to form:

City Clerk


Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A- OPR 2019-0598

2019-1100-701



Minor Contract Summary

OPR # 2019-0598
Cross Ref
Destruct Date 1-1-2020
Date 8-1-2019

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

Department: ☐ Finance ☐ Operations ☐ Recreation/Golf ☒ Riverfront ☐ Urban Forestry

Note: A new contractor requires a W-9, Business License, ACH Forms and an Insurance Certificate attached to the contract.

Type of Contract:

☒ New Contract ☐ Renewal ☐ Amendment ☐ Extension ☐ Public Works ☐ Other

Contractor/ Consultant/ Vendor Name: Freight Way Inc.
Address: 4203 East Broadway Ave.
City, State, Zip: Spokane, WA 99202
Remittance Address:
City, State, Zip
Phone:
E-Mail:

RECEIVED

JUL 26 2019

CITY CLERK'S OFFICE

Summary of Transportation services for Riverfront Park's mobile stage.
Services:

Amount: \$3,500

☒ Check if tax is included

Budget Code(s): 1400-54300-73900-54201

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc.):

Beginning Date: 5/1/19 Expiration Date: 12/31/19 Open-Ended: ☐

☐ Quotes (per Purchasing Policy)
☐ Contractor is on the City's A & E Roster
☒ Contractor's Business License Exp Date 6-30-2020

☒ W-9 (for new contractors/consultants/vendors)
☒ ACH Forms (for new contractors/consultants/vendors)
☒ Insurance Certificate (min \$1 million)
☐ Grant Related (Grants Mgmt. Dept. must sign below)

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Amy Lindsey
Requester

☐ Division Manager

Jon Hoog
Type Name

☒ Director of Parks and Recreation Leroy Eadie Garrett Jones

Funds are available in the appropriate budget account:

☐ Accountant Megan Qureshi

☐ Grants Management Department

Type Name

Initials

Parks and Recreation: alindsey@spokanecity.org	Additional Dept. swood@spokanecity.org
Park Accounting: PARKS ACCOUNTING	Additional Dept.
	Contractor:
	E-mail: chris@freightwayinc.com



City of Spokane

PERSONAL SERVICES AGREEMENT

**Title: FREIGHT WAY, INC. FOR STAGE LINE SL320
TRANSPORTATION SERVICES FOR THE
CITY OF SPOKANE PARKS DEPT.**

This Agreement is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Freight Way, Inc.**, whose address is 4203 East Broadway Avenue, Spokane, Washington, 99202, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide safe and efficient transportation to and from locations inside and outside of Riverfront Park (RFP) for the City of Spokane; and,

WHEREAS, the Company provides Stage Line SL 320 to provide these services;

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 1, 2019 and shall run through December 31, 2019 unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Attachment B, Scope of Work, and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

The Company shall provide safe and efficient transportation services of the Stage Line SL320 to and from designated locations inside and outside of Riverfront Park for the City of Spokane.

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

4. COMPENSATION / PAYMENT.

Total compensation for Company's services under this Agreement shall not exceed **Three Thousand, Five Hundred and 00/100 DOLLARS (\$3,500.00)** unless modified by a written amendment to this Agreement.

The rate of pay shall be at \$125.00 per hour with a daily minimum of \$400.00 (3.2 hrs.)

The Company shall submit its applications for payment to City of Spokane Parks Dept., 808 West Spokane Falls Blvd., 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. 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.

5. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company 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 Company 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.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subcontractor invoices that are rebilled to the City are required.

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

8. INDEMNIFICATION.

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

9. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

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

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

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

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

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

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

10. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION. (Attachment A)

The Company 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.

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. KEY PERSONS.

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

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data,

documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

17. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, 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 Agreement.

18. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

FREIGHT WAY, INC.

By [Signature] 6-26-19
Signature Date

Chris Meusy
Type or Print Name

President / Owner
Title

602-161-532 With a City of Spokane
WA UBI No. Business Endorsement

Attest:

[Signature]
City Clerk

CITY OF SPOKANE

By [Signature] 07/09/19
Signature Date

GARNETT JONES
Type or Print Name

ACTING DIRECTOR PARKS & REC
Title

Approved as to form:

[Signature]
Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A - Certificate Regarding Debarment
Attachment B - Scope of Work / Quote



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.

Chris Meusy/Freight Way Inc Name of Subrecipient / Contractor / Consultant (Type or Print)	President/Transportation Program Title (Type or Print)
Chris Meusy Name of Certifying Official (Type or Print)	 Signature
President Title of Certifying Official (Type or Print)	4-8-19 Date (Type or Print)



FREIWAY-01

DNORMANDEAU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Stieg Insurance, a division of PayneWest
PO Box 80007
Billings, MT 59108

CONTACT Dawn Normandeau
NAME
PHONE (A/C, No, Ext): (406) 541-6954 FAX (A/C, No):
E-MAIL: dnormandeau@stieginurance.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Sentry Select Insurance Company

21180

INSURED

Freight Way Inc
P.O. Box 9978
Spokane, WA 99209

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	ADOL. NUMBER INSD. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		A0084788002	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		A0084788002	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	VIN: N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> BROAD FORM CARGO		A0084788002	7/1/2019	7/1/2020	\$1,000 DED 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF SPOKANE / CITY HALL
808 W Spokane Falls Blvd
Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Freight Way, Inc. Scope of Work

Freight Way, Inc. will provide efficient transportation services of the Stageline SL320 to and from designated locations inside and outside of Riverfront Park as agreed upon by Freight Way, Inc. and designated park manager.

The rate of pay shall be at \$125 per hour with a daily minimum of \$400 (3.2 hrs.)

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	Feb. 10, 2020		
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)	LaRiviere Inc. construction contract/North bank playground (\$9,262,949.39, tax and contingency inclusive)		
Begin/end dates	Begins: 02/13/2020 Ends: 04/30/2021 <input type="checkbox"/> Open ended		
Background/history: Revised to correct typographical error resulting in contract increase of \$1,960.20 (inclusive of tax). 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 \$8,454,218.46, plus administrative reserve of \$808,730.93 for a total contract amount of \$9,262,949.39, 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: \$6,182,912.32 (Redevelopment Bond) 3346 49577 94000 56301 48118 \$808,730.93 (Redevelopment Bond Reserve) 3346 49577 94000 56301 48118 \$2,271,306.15 (Non-Bond) To be allocated by Parks Accounting			
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)			



**City of Spokane Parks
And Recreation Department**

PUBLIC WORKS CONTRACT

Title: **NORTHBANK PLAYGROUND
RIVERFRONT PARK**

This Contract is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **LaRIVIERE, INC.**, whose address is 17564 North Dylan Court, Rathdrum, Idaho 83858 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **NORTHBANK PLAYGROUND RIVERFRONT PARK.**

2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Parks and Recreation Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

Contractor will construct the Base Bid and Alternates 1, 4, 6A, 6B and 7 of the **NORTHBANK PLAYGROUND RIVERFRONT PARK PROJECT**, in accordance with the contract documents

3. **TERM.** The term of this Contract begins on January 15, 2020 and ends on April 30, 2021, unless amended by written agreement or terminated earlier under the provisions.

4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.

5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.

6. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **EIGHT MILLION FOUR HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED EIGHTEEN AND 46/100 DOLLARS (\$8,454,218.46)**, including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. TAXES. Bid items in Base Bid and Alternates 1, 4, 6A, 6B and 7 shall include Washington State retail sales tax and any additional applicable taxes per WAC 458-20-170.

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

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

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

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

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

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

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked

performed the previous month.

17. 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 Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

18. EXECUTIVE ORDER 11246.

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

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

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

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

21. 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 the Contract.

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

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

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

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

26. 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 Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Parks and Recreation, and the Contract time and compensation will be adjusted accordingly.

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

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

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

LaRIVIERE, INC.

By [Signature] 1/22/20
Signature Date

MATTHEW D. JAMES
Type or Print Name

GM
Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond
Performance Bond
Certification Regarding Debarment

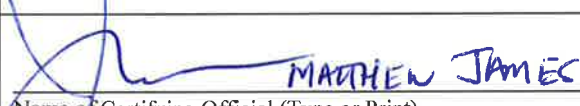

20-013

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

<p>La Riviere, Inc.</p> <hr/> <p>Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p>North Bank Riverfront Park Project</p> <hr/> <p>Program Title (Type or Print)</p>
 <hr/> <p>Name of Certifying Official (Type or Print)</p>	 <hr/> <p>Signature</p>
<p>GM</p> <hr/> <p>Title of Certifying Official (Type or Print)</p>	<p>1/22/20</p> <hr/> <p>Date (Type or Print)</p>

Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	Feb. 11, 2020		
Requester	Josh Oakes	Phone number: 509-363-5407	
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)	Oxarc aquatics chemical value blanket (not to exceed \$103,000, including freight and tax)		
Begin/end dates	Begins: 04/01/2020	Ends: 12/31/2020	<input type="checkbox"/> Open ended
Background/history: Chemicals are needed to maintain water balance at the City pools. The previous value blanket expired 12/31/2019 and bid responses were collected for the 2020 season. There were two bid responses, one from Oxarc, and the other from Pure Water Aquatics. Attached is the bid comparison pricing sheet for the various chemicals. Based on the bids, Oxarc came in as the low bidder. If approved, the City will purchase chemical supplies from Oxarc annually in the amount not to exceed \$103,000, including tax and freight, with the option to renew for five years.			
Motion wording: Move to approve granting Oxarc the pool chemical value blanket in the amount not to exceed \$103,000, including tax and freight, with the option to renew for five years.			
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: Josh Oakes Grant Management Department/Name: _____ <div style="text-align: right;"> Jennifer Papich - Recreation Thea Prince - Purchasing </div>			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$103,000, including tax and freight Budget code: 1400-54150-35203			
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 checked="" type="checkbox"/> UBI: 328-037-121 Business license expiration date: 9-30-2020 </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>			

Reference Number	Description	UOM	Quantity	OXARC	Pure Water Aquatics
#1	CALHYPO 100 LB BUCKETS (NO 50 LB BUCKETS)	Buckets	5	\$1,176.25	\$933.35
#2	SODIUM THIOSULFATE 50 LB BAGS	Bags	20	\$559.26	\$1,045.00
#3	MURATIC ACID 4 GAL BOTTLES/BOX	BOX	20	\$600.00	\$539.00
#4	SODIUM BICARBONATE 50 LB BAGS	BAG	300	\$7,353.60	\$5,577.00
#5	SODIUM HYPOCHLORITE 12.5% - 40% 55 GAL	BARRELS	50	\$8,452.50	\$8,065.50
#6	MURATIC ACID 55 GAL	BARRELS	20	\$4,950.00	\$5,220.00
#7	CALCIUM CHLORIDE 50 LB BAGS	BAGS	96	\$2,363.04	\$2,592.00
#8	CYANURIC ACID 50 LB BAGS	BAGS	18	\$1,791.83	\$1,659.60
#9 BULK DELIVERY	SODIUM HYPOCHLORITE - 12/5%	GALLONS	17,000.00	\$40,970.00	\$93,330.00
#10 BULK DELIVERY	HYDROCHLORIC ACID - 15%	GALLONS	8,000.00	\$24,800.00	\$94,000.00
#11	Delivery Fee - if any	ea	1	\$0.00	
Total				\$93,016.48	\$212,961.45

RECEIVED

AGENDA SHEET FOR PARK BOARD MEETING OF: Dec. 13, 2018



Submitting Division
Parks & Recreation

Contact Person
Josh Oakes

Phone No.
509-363-5407

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

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

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

Beginning date: 3/1/2019 Expiration date: 12/31/2019 Open ended ☐

CLERKS' FILE	OPR 2013-0232
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

Oxarc supplies chemicals needed to maintain water balance at the City pools. This is the second one-year renewal of the initial three year Value Blanket that expired 12/31/2018. Value Blanket is worth \$102,927.79

BACKGROUND:

(Attach additional sheet if necessary)

Attached is the pricing sheet for the various chemicals the City would purchase from Oxarc.

RECOMMENDATION:

Approve the one-year renewal of the Oxarc Pool Chemical Value Blanket for 2019

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

Attached is the Purchase Requisition and quote

SIGNATURES:

Requester - Josh Oakes

Dept. Manager Jennifer Papich

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Qureshi

Legal Dept. - Pat Dalton

DISTRIBUTION:

Parks: Accounting _____
Parks: Pamela Clarke _____
Budget Manager: _____
Requester: _____

PARK BOARD ACTION:

APPROVED BY THE SPOKANE PARK BOARD

President

Dec. 13, 2018

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
\$102,927.79	1400-54100-76200-53203
Revenue:	



Existing vendor



New vendor – If so, please include vendor packet



Supporting documents:



Quotes/Solicitation (RFP, RFQ, RFB)



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



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



(for new contractors/consultants/vendors) Insurance



Spokane Business registration expiration date: _____



Certificate (minimum \$1 million in General Liability)

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.	5 buckets	CALHYPO 100 lb buckets <u>(No 50 lb buckets)</u>	\$225.75	\$1,128.75
2.	20 bags	SODIUM THIOSULFATE 50 lb bags	\$25.00	\$500.00
3.	20 boxes	MURATIC ACID 4 gal bottles/box	\$30.00	\$600.00
4.	20 bags	SODA ASH 50 lb bags	\$21.15	\$423.00
5.	300 bags	SODIUM BICARBONATE 50 lb bags	\$24.00	\$7,200.00
6.	50 barrels	SODIUM HYPOCHLORITE 12.5% - 40% 55 gal	\$169.05	\$8,452.50
7.	20 barrels	MURATIC ACID 55 gal	\$247.50	\$4,950.00
8.	96 bags	CALCIUM CHLORIDE 50 lb bags	\$18.50	\$1,776.00
9.	18 bags	CYANURIC ACID 50 lb bags	\$90.75	\$1,633.50
		<u>BULK DELIVERY</u>		
10.	17,900 gallons	SODIUM HYPOCHLORITE – 12.5%	\$2.41	\$43,139
11.	8000 gallons	HYDROCHLORIC ACID – 15%	\$3.10	\$24,800.00
SUB TOTAL:				\$94,602.75
WA SALES TAX (8.8 %)				\$8,325.04
GRAND TOTAL:				\$102,927.79
Delivery Fee – \$25.00 per stop list if delivery fee is per stop or how delivery fee is charged/calculated				

Spokane Park Board

Briefing Paper



Committee	Finance Committee		
Committee meeting date	Feb. 11, 2020		
Requester	Jonathan Moog		Phone number: 625-6243
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input 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 #)	Cross ref: ADMIN LGL 2018-0014		
Item title: (Use exact language noted on the agenda)	Water heater replacement from major repair reserve/Riverfront Park (\$36,028.48, tax inclusive)		
Begin/end dates	Begins: 02-13-2020 Ends:		<input checked="" type="checkbox"/> Open ended
Background/history: 2 of 2 commercial grade hot water heaters at the Skate Ribbon failed due to hard water damage within a week of each other after two years of service. Repair is not feasible and considered a total loss by city plumbers. The water heaters are out of warranty. Hot water is required for maintaining ice in safe condition for skating and by the Health District related to food service sanitation. Immediate replacement was considered an emergency because of the immediate threat posed to the performance of essential functions at the Skate Ribbon. Pursuant to Parks Major Repair and Replacement Reserve Policy, funding of \$36,028.48 is requested as it meets the following criteria: (1) Replacement of a significant mechanical capital asset; (2) Funding meets the intended use for similar equipment; and, (3) Equipment is a replacement rather than a new capital asset. The policy specifies if funds from the Major Repair and Replacement Account are approved by the appropriate committee (in this case RFP), it shall be presented as an action item at the next Finance Committee meeting. The RFP Committee approved the purchase at its Feb. 10 committee meeting.			
Motion wording: Approve \$36,028.48 from the Major Repair and Replacement Reserve to replace two water heaters at the Riverfront Park Skate Ribbon			
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: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$36,028.48 Budget code: 1950-54920-94000-56401			
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>			



Invoice

P.O. Box 5887
20715 50th Avenue West
Lynnwood, WA 98046-5887
425-774-1441 Ph / 425-774-3234 Fax

Invoice Number: 0283295-IN
Invoice Date: 01/31/20
Order Number: 0209378
Salesperson: MCM
PSI Job Number: 3981165
Ship Date: 01/28/20
Customer Number: 0017996

Sold To:

City of Spokane
Parks & Recreation
2304 E Mallon Avenue
Spokane, WA 99202

RECEIVED
FEB 03 2020
PARK OPERATIONS

Ship To:

City of Spokane - Parks & Rec
Ice Ribbon - Riverfront Park
610 W Spokane Falls Blvd
Spokane, WA 99201

Job Name: Ice Ribbon Water Heater

P.O. Number: PP-012977-000

Ship VIA		F.O.B.		Freight Terms		Payment Terms	
ALPINE		SHIPPING POINT		FFA		Net 30 Days	
Item Number	Unit	Ordered	Shipped	Back Ordered	MFG Code	Price	Amount
50L 130A 146609 PVI Conquest 500MBH 130Gal CSD-1 FYSP	EACH	2	2	0	PVII	15,922.00	31,844.00
*M8410-COM PVI Aquasolve Commercial Scale Control System	EACH	1	1	0	PVII	1,240.00	1,240.00

Received on:

FEB 11 2020
Parks Accounting

Tracking Numbers:

Net Invoice: 33,084.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 2,944.48
Invoice Total: 36,028.48

Spokane Park Board

Briefing Paper



Committee	Golf		
Committee meeting date	Feb. 11, 2020		
Requester	Mark Poirier		
Requester phone number	625-4653		
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 #)	ADMIN 1400-13-0012		
Item title: (Use exact language on the agenda)	Golf Policy and Operations Manual amendment		
Begin/end dates	Begins: _____ Ends: _____		<input checked="" type="checkbox"/> Open ended
Impact if not approved at this time	Golf department will not be able to enforce new on-line tee time policy.		
Background/history: The Golf Policy and Operations Manual is used to uphold all policies related to golf, and is used daily by both City administration and golf course employees. The last time this manual was updated was June 3, 2013. During that time frame there has been many changes in staff, both City employees and private contracting golf professionals. New additions to this manual include the on-line tee time reservations "no show" policy and regulations regarding golf marshals.			
Recommendation/motion wording: Approve the Golf Policy and Operations Manual amendment as presented.			
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: <u>Mark Poirier</u> _____ Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
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"/> 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 ~~DEPARTMENT~~DIVISION
ADMINISTRATIVE POLICY AND PROCEDURE

ADMIN 1400-13-12

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TITLE: **GOLF ~~DIVISION~~ POLICY & OPERATIONS MANUAL**
EFFECTIVE DATE:
REVISION EFFECTIVE DATE: N/A

1.0 GENERAL

1.1 This document sets forth the Spokane Parks and Recreation ~~Department~~Division's policy and procedure for use of City golf courses by the public.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONSAFFECTED

This policy and procedure shall apply to all golf courses owned by the Spokane Parks and Recreation ~~Department~~Division.

3.0 REFERENCES

City Charter Section 48. Park Board – Powers.

Rules of the Park Board Section 14, General Operating Policies and Procedures, Rulings, and Appeals

4.0 DEFINITIONS

None

5.0 POLICY

5.1 It is the policy of the Spokane Parks and Recreation ~~Department~~Division to provide quality available golf at reasonable and fairly priced rates.

6.0 PROCEDURE

See Appendices

7.0 RESPONSIBILITIES

The Director of Parks and Recreation is responsible for administering this policy and procedure.

8.0 APPENDICES

Golf Division Policy & Operations Manual

APPROVED BY:

City Attorney

Date

Director
Parks and Recreation

Date

GOLF ~~DIVISION~~ POLICY & OPERATIONS MANUAL

For Golf Professional / Staff Reference
Spokane Parks and Recreation ~~Department~~Division
808 West Spokane Falls Boulevard
Spokane, Washington 99201

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GOLF ~~DIVISION~~ PURPOSE AND GOALS

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The Golf ~~Division~~ operates as an independent or Enterprise Fund. As such, the Golf ~~Division~~ entirely supports itself and does not depend on monies from the General Fund supported in part by taxpayers.

The Golf ~~Division~~ is responsible for the operation and maintenance of four (4) courses including Downriver Golf Course, Esmeralda Golf Course, Indian Canyon Golf Course and The Creek at Qualchan Golf Course.

The mission of the Golf ~~Division~~ is to provide quality available golf at reasonable and fairly priced rates.

GOALS:

To increase the Golf Reserve Fund in order to meet the demands of the golfing public.
~~The~~ Golf ~~Division~~ will work to consistently ensure the highest quality playing conditions while striving to make continual capital improvements to each of the golf courses.

To continually attract new golfers to the game through junior lessons and programs directed by the City Parks and Recreation Program.

To cooperate with related agencies and organizations who promote, stimulate and develop the interest and furtherance of golf with service to the golfing public as the PRIME OBJECTIVE.

To participate in golf-related research studies, projects and professional organizations that provide new, improved concepts and methods in course maintenance and repair.

To provide the highest possible level of personnel efficiency in maintenance and operation at each course.

FACTUAL DATA

Spokane Municipal Golf Courses

SPOKANE PARKS AND RECREATION

Director of Parks and Recreation

[Leroy Eadie](#) [Garrett Jones](#) (509) [363-5462](#) ~~625-6204~~

808 West Spokane Falls Boulevard

Spokane, Washington 99201

DOWNRIVER GOLF COURSE

Address: ~~North~~ 3225 ~~North~~ Columbia Circle
Telephone: (509) 327-5269
Professional: Steve Conner
Superintendent: ~~Roy Cheney~~ Ben Nelson (509) 328-0919
Description: 6,130 Yards- Par 71
~~Wooded, fairly flat view of river on several holes~~

ESMERALDA GOLF COURSE

Address: ~~East~~ 3933 ~~East~~ Courtland Avenue
Telephone: (509) 487-6291
Professional: ~~Rex Schultz~~ Rob Sanders
Superintendent: ~~Bob Mielke~~ Mike Vandervert (509) 483-1889
Description: 6,319 Yards- Par 70
~~Flat and fairly open~~

INDIAN CANYON GOLF COURSE

Address: ~~1001~~ South Assembly ~~and West Drive Rd.~~
Telephone: (509) 747-5353
Professional: ~~Gary Lindeblad~~ Doug Phares
Superintendent: ~~Don Nelson~~ Josh Harty (509) 838-2301
Description: 6,255 Yards- Par 71
~~Very hilly, tight with sand and trees~~

THE CREEK AT QUALCHAN GOLF COURSE

Address: 301 East Meadowlane Road
Telephone: (509) 448-9317
Professional: Mark Gardner
Superintendent: ~~Fred Marchant~~ Rob Decker (509) 448-2968
Description: 5,538-6,599 Yard- Par 72
~~Heavily bunkered and much water~~

GOLF SEASON

Each golf course will be open when it is determined collaboratively -by the City Golf Manager, the Superintendent, and Golf Professional that play will not damage the course.

HOURS OF OPERATION

The golf course and clubhouse will be open during daylight hours during the regular golf

season April 1 ~~thru~~ October 31. In the shoulder season, golf course and clubhouse hours will be weather depend~~en~~ant. The golf course may be subject to closure any time during periods of extreme inclement weather.

REPORTS

In case of an accident or injury, a written report must be submitted by golf course personnel to the ~~City Hall Golf Staff~~[City Golf Manager](#) within twenty-four (24) hours. Incident reports may be obtained through the [Superintendent](#), Golf Professional, or the City Clerk's Office.

CLAIMS

All injury claims against the City must be processed through the City Legal Department. Forms may be obtained through the Golf Professional or the City Clerk's Office. The ~~City Hall~~[Golf Manager](#) ~~Golf Staff~~ must be notified of all claims within twenty four (24) hours.

MEMORIALS AND/OR DONATIONS

Memorials and/or donations will be accepted at the City Golf Courses providing they meet the following requirements:

- (1) memorial or donation requests are made to the Director of Parks and Recreation in writing, including the type of improvement and location;
- (2) the minimum amount of an improvement is \$500.00; and
- (3) no recognition signage may be placed on the improvement. A case located in each clubhouse will list each memorial or donation.

CHECK COLLECTION GUIDELINES

The Parks and Recreation ~~Department~~[Division](#) Accounting Office will attempt to collect on returned checks if the check has a current address and telephone number and is properly endorsed.

The Golf Professional will be responsible for payment of checks which were accepted without a current address and telephone number and which were not properly endorsed.

An additional NSF charge beyond the check amount may be added by the City Treasurer's Office and by any collection agency used to collect on the check.

The Parks and Recreation ~~Department~~Division Accounting Office personnel will notify the Golf Professional involved with the additional amount needed to balance the weekly receipts as soon as a returned check is received from the Treasurer's office.

NIGHTLY RECONCILIATION

The daily tee sheet must be reconciled EACH night with the daily sales.

REFUNDS

Once the golf courses open, golf pass and/or cart permit refunds will only be allowed for extended illness or relocation out of the Spokane area and must be approved by the ~~Director of Parks and Recreation~~[City Golf Manager](#). ~~No refunds will be allowed after November 1st for any reason.~~

~~An administrative fee of \$15.00 will be charged for all refunds.~~ The remainder of the refund will be determined by pro-rating the usage of the pass.

Requests for refunds of golf passes and/or cart permits must include the pass or permit and a letter of justification signed and dated. Refunds will not be issued for 10 Play cards. These passes are transferable. Green fees will not be refunded unless approved by the Golf Professional for extenuating circumstances. Rain ~~checks~~[checks](#) may be issued.

RAIN CHECKS

Rain checks are to be issued to a golfer who has run into unexpectedly poor weather conditions (heavy rain, very unusually high winds, snow) while out on the course and before they have completed over fifty percent (50%) of their paid round or who have been called away from the course due to an unforeseen emergency. Play started during inclement weather will not be issued a Rain Check. Players must pay the current nine-hole rate when using a rain check as part of a new 18-hole play. Rain checks are to be used during the season in which they are issued.

JUNIOR/SENIOR CITIZEN PROOF OF AGE

Seniors are eligible to purchase a pass the calendar year they turn sixty (60) years of age. Junior passes may be purchased ~~until the golfer turns eighteen (18) years of age,~~
~~or~~ if the golfer is currently enrolled in high school.

GOLF COURSE RULES

- (1) All golfers must register with the starter or pro-shop and procure a cash register receipt PRIOR to commencing play. Each golfer must show his or her receipt on the course when requested to do so by an authorized employee of the Spokane Parks and Recreation ~~Department~~[Division](#) or pro shop staff.
- (2) No golfer may begin play at any hole other than the hole designated by the starter or pro-shop. The starting point shall be the first tee unless otherwise directed.

- (3) In order to speed up play, each golfer must possess his or her own set of golf clubs and bag. No sharing of clubs or bags is allowed.
- (4) No golfer may drive balls into golfers in front of him or her on the golf course, or hit a golf ball in any manner that may endanger other players or spectators.
- (5) Slow Play Enforcement:
- | | |
|---------|---|
| First: | Warning to catch up. |
| Second: | Asked to pick up golf balls and catch up. |
| Third: | Asked to leave the course. |
- (6) Golfers who have holed out must move away promptly and not obstruct the green. A golfer may not play more than one ball to the green. A golfer may not putt more than one ball on the green.
- (7) In order to maintain the golf course in the best possible condition, all golfers must:
- (a) Replace divots.
 - (b) Rake tracks in traps.
 - (c) Repair ball marks on the green.
 - (d) Enter and leave traps at the lowest point.
 - (e) Refrain from wearing shoes with long hobnail spikes, ladies' high-heeled shoes or ripple-soled shoes on the golf course.
- (8) NO ANIMALS are permitted on golf course a premise, which includes but is not limited to the clubhouse and pro-shop, except that service animals may be permitted to assist a golfer.
- (9) Golfers shall not stop between nines.
- (10) Driving range balls must not be removed from the facility.
- (11) Golfers must wear shoes, shirts and shorts or pants while on the course, in the clubhouse and the restaurant.
- (12) Children under the age of ten (10) will not be permitted on the course unless accompanied by an adult. No child under the age of ~~fivesix~~ (56) will be permitted on the playing area of the course. No child under the age of ~~fivesix~~ (56) will be permitted on the hitting area of the driving range unless the child is directly supervised.
Age restrictions may be adjusted under the discretion of the Golf Professional. and hitting golf balls themselves. Notice to this effect must be posted at the clubhouse.
- (13) The Golf Professional and Professional Staff have the right to refuse playing privileges to anyone who violates these rules, posted golf course rules, or the

accepted rules of golf etiquette.

- (14) Excessive noise, throwing of clubs, use of profane language, or any other offensive behavior will not be permitted on the golf course at any time and may result in expulsion from the course.
- (15) Persons with significant medical disability that inhibits their ability to walk may apply for the use of a handicap flag. This flag on a cart (rental or privately owned) allows a player with a medical disability to drive the cart in areas that are typically considered "no cart" areas as long as the areas are dry, not steeply sloped and are farther than fifteen (15) feet from a putting surface or teeing area. No cart shall ever be driven across a tee or closer than fifteen (15) feet of a green. No cart shall ever be driven between a greenside bunker and a putting surface. Special privileges and responsibilities come with a handicap flag and failure to follow the restrictions listed above will place in jeopardy future granting of the flag privilege.

Only the Professional Staff in the golf shop shall grant the handicap flag privilege, and this privilege will not be unreasonably withheld.

Persons with disabilities requiring the use of a Solo Rider type vehicle in which the game is played in a seated position with a hydraulic seat will be allowed to drive in restricted areas provided the overall course condition is deemed dry enough to support the weight of the vehicle. Only the Professional Staff at the golf course may make this determination.

- (16) Knowledge, respect, and the use of the rules of golf will be expected from all golfers at all times.
- (17) Single players have no standing and must give way to properly constituted groups of players.

~~(18)~~

- (18) Persons will not be permitted on, in, or near the golf course after the hours of closure or after dark without permission of the Golf Professional.

- (19) All golf course rules must be observed at all times.
- (20) Unauthorized vehicles must be removed from golf course parking lots between sunset and sunrise.
- (21) Drinking in public:

Every person who drinks any intoxicating liquor in any public conveyance, except in a compartment or place where sold or served under the authority of a license lawfully issued, may be guilty of a misdemeanor under state law.

No person may possess or consume in any park any liquor, except as specifically authorized by law. Spokane Municipal Code section [10.10.040-12.06A.040](#)

Intoxicating beverages can only be consumed if purchased at the golf course and consumed in accordance with course rules and the Golf Professional's liquor license. Any person caught with alcohol not purchased from the golf course will be asked to leave. The alcohol will not be returned to the owner. A minimum of two (2) employees will witness and document the destruction of the alcohol, which will occur in an administrative area of the facility. A report of the destruction shall be maintained.

HIGH SCHOOL GOLF RULES

- (1) It is the responsibility of the coach to assure that the Golf Professionals have a roster of the members for each golf team prior to the team's golf season. Playing privileges are limited to sixteen (16) team members, which include both boys and girls and one (1) coach.
- (2) Each high school will be allowed four (4) tee times, twice per week (the days to be determined by the Golf Professional). The Golf Professional will allow two (2) events per year, which will alternate between the courses. Matches and tournaments will go off the first tee (unless otherwise authorized by the Golf Professional) with a possible fee imposed for match and tournament play.
- (3) For the privilege of using the golf course, each player will be encouraged to volunteer three (3) days per season to assist with golf course maintenance, cleaning and/or improvements.
- (4) Team members must abide by the Spokane Parks and Recreation ~~Department~~Division rules if they are to continue with their golf privileges. Any violation will result in immediate loss of golf privileges and possible team sanctions.
- (5) The coach is RESPONSIBLE FOR STARTING his or her team members and supervising their play. The coach must remind all team members to conduct themselves in an adult manner paying particular attention to replacing divots and repairing ball marks.
- (6) The coach must accompany the team to all practice sessions and matches. If the coach cannot be present, the coach must appoint another teacher to take his or her place or the team will not be allowed to practice. It is also advisable that coaches contact the Professionals prior to any meet. Only one (1) coach is allowed playing privileges.

- (7) High school draft golf schedules must be received by ~~August 15 of the fall prior to~~ the upcoming school year for approval. [Refer to GSL Joint Use Agreement.](#)

POLICIES

GOLF LEAGUES

Golf league play will be allowed Monday through Friday, with a minimum of twenty (20) people necessary to form a league. The Golf Professional may book leagues prior to 4:00 p.m. during slow periods at his or her discretion.

MEN'S AND LADIES' CLUBS

[The schedule for](#) Any men's clubs or ladies' clubs that play weekly ~~by during prime~~ [must](#)

be approved by City Golf Manager and Golf Professional. time will be required to play on the same day. Clubs playing during prime time will be limited to four (4) tournament days throughout the season. (May 1st – Labor Day)

FIVESOMES

Fivesomes are allowed solely at the discretion of the Professional. Fivesome restrictions will include, but not be limited to, after 11:00 a.m. on weekends and holidays and require the use of two (2) power carts.

PRIVATE GOLF CARTS

Privately owned power golf carts owners must pay the current annual Golf Cart Fee or the current Daily Golf Cart fee for nine (9) or eighteen (18) holes to operate on the courses. All golf cart owners must have minimum liability coverage of \$25,000 for the golf cart. Any person caught operating a power golf cart that is unable to furnish a daily receipt or annual golf cart pass on the course will be penalized as follows:

First offense: Payment of normal golf cart fee. Failure to pay this penalty will result in the indefinite suspension of golf privileges at all City Golf Courses.

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Second offense: One (1) year suspension of all golf privileges at all City Golf Courses.

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CART SPECIFICATIONS

The only vehicles permitted on the golf course apart from those maintenance vehicles deemed necessary and appropriate by the Course Superintendent, will be standard, four (4) wheeled, motor driven golf cart. The cart must be manufactured by a reputable golf cart maker, designed primarily for use as a golf cart on a golf course and shall not be unduly modified as to affect the vehicles' overall safety. Carts with lift kits are strictly forbidden. Additionally, the golf cart must have tires with a flat surface and a minimum tire width of eight (8) inches to prevent undue damage to the course. The Course Professional and/or the Course Superintendent can deny the use of any cart deemed to be dangerous to the riders or that presents an increased risk of turf damage to the golf course. Three (3) wheel carts will NOT be permitted.

Any other forms of golf vehicles must be authorized by City Golf Manager, Golf Professional, and Superintendent.

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ANNUAL PRIVATE GOLF CART PASS

The pass fee will be established each year by the Park Board.

Persons purchasing Annual Private Cart Permits must fill out annual cart permit forms in full, naming the insurance company covering for golf cart liability. The insured and City /

Professional must BOTH sign this permit. This must be done each year.

PERMITS MUST BE AFFIXED TO ~~THE LEFT FRONT FENDER OF~~ THE CART. ANY CARTS WITHOUT AN AFFIXED PERMIT WILL BE REQUIRED TO PAY THE DAILY TRAIL FEE.

GOLFERS PLAYING WITHOUT PAYING

Anyone caught playing a City course without having first paid appropriate greens fees will be required to pay full green fees immediately. If payment is not made, the golfer will be asked to leave the course. If caught a second time, the golfer will be suspended from play on all City courses for one (1) year. When it is determined that a golfer has not paid adequate green fees, the Golf Professional must notify the ~~City Hall Golf Staff~~[Golf Manager](#) so the name of the golfer can be circulated to the other course Professionals.

FREE GOLF

Free golf privileges will not be extended to any outside agencies or organizations.

GOLFERS WITH DISABILITIES

Golfers with disabilities may be entitled to discounts in accordance with the City of Spokane Administrative Policy and Procedure 1400-12-09.

WAIVER OF GOLF FEES

Complimentary golf will be extended to the following:

- (1) P.G.A. and L.P.G.A. Golf Professionals with a current P.G.A. and L.P.G.A. card, Golf Course Superintendents and Assistant Superintendents actively employed. Reservations for Course Superintendents and Assistant Superintendents must be made through the host Superintendent. This will be limited to twice monthly or with special permission of the Golf Professional.
- (2) Golf Course Superintendents and Assistant Superintendents and permanent golf staff while employed by the City. A complimentary golf card will be issued. A complimentary 20 play card will be issued for use by spouses or family members.
- (3) Designated Park and Recreation ~~Department~~[Division](#) staff as approved by the ~~Director of Parks and Recreation~~[Golf Manager](#).
- (4) The Professional's employees that work at least thirty (30) hours per week and play on the course where they are employed.
- (5) Seasonal golf course employees (names to be given to Professional). Privileges are valid only during non prime time and restricted to the course where they are

employed. Prime time is defined as Fridays, Saturdays, Sundays and holidays before 1:00 p.m.

- (6) Complimentary golf is extended to the spouse and children of the four (4) Golf Professionals. Golf Professionals will be entitled to purchase ~~seventy five~~^{fifty} (75~~50~~) Play Passes at twenty five percent (25%) of current fee for promoting the golf course as well as for public relations. A complimentary golf ticket will also be issued for spouses of the Assistant P.G.A. Golf Professionals.
- (7) On special occasions, the ~~Director of Parks and Recreation~~Golf Manager may, in his or her sole discretion, provide a complimentary round of golf when such play is in the best interest of ~~the Golf Division~~. A complimentary pass will be issued to the person.

PROMOTING GOLF

In the spirit of the Purpose and Goals of this Policy & Operations Manual, the ~~Director of Golf Manager Parks and Recreation~~, in his or her sole discretion, may partner with related agencies and organizations to promote and increase rounds of play. In doing so, the ~~Director of Parks and Recreation~~Golf Manager has the ability to reduce green fees up to twenty percent of the current posted rate.

TWILIGHT NINE

The Twilight Nine is a discounted nine (9) hole round designed to promote play on slow evenings and to provide a lower-priced option for golf. The days of the week used will be determined by the individual Course Professional.

FEE SCHEDULE FOR NON SCHOOL DISTRICT #81 SCHOOLS

Golf teams from non School District #81 high schools, colleges, and universities will be allowed to purchase one hundred (100), one (1) - play passes per competitive season for seventy five percent (75%) of the current years' price of that pass. These passes are good only for practices and/or matches, as the host team is responsible to pay for other team members. Tee times are limited to space available and are to be coordinated with the individual golf professionals. Coaches playing with team members must redeem a one-play pass or pay regular greens fees. One (1) - play pass are to be used during competitive season only. A roster must be submitted to the Course Professional prior to playing season opening.

ONLINE TEE TIME RESERVATIONS (All Golf Courses)

Online tee times may be made ~~30-7~~ days in advance as desired at the posted rate and

guaranteed with a credit card.

No-shows will be charged the ~~full rate~~current no show fee, including any reserved carts, unless cancelled at least twenty four (24) hours in advance.

Twenty four (24) hours' notice must be given to cancel or make changes to a tee time reservation. Tee times may also be changed or cancelled using the online reservations profile account. If the change or cancellation is not made within twenty four (24) hours, the credit card holder may be held responsible for all players in the group that did NOT show, and charged the no-show fee. If a foursome is booked online and less people will be showing up to play, the reservation should be changed online or by calling the golf course, or the credit card holder will be responsible for paying the no-show fee for each missing player.

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GOLF MARSHAL

The Golf Marshals shall have the duty of enforcing these rules at all four (4) courses. The Marshals duties include: checking golfers on the course for possession of greens fees and trail fee receipts, ensuring cart passes are affixed to the cart, completing Incident Reports, helping to enforce all rules and regulations including those of golf etiquette, keeping play moving, and reporting to the Golf Professional and/or ~~City Hall Golf Staff~~City Golf Manager, any problems that occur on the ~~c~~Course.

(1) All marshals are required to work TWO 5 hour shifts per week to qualify for golfing privileges.

(2) Unlimited golfing privileges will only be granted at the course in which the marshal works.

(3) Additionally, marshals will be granted twenty (20) plays at the other City golf courses.

TOURNAMENTS

(1) In order to qualify for the tournament rate on weekends and holidays ~~between 7:00 a.m. and 12:00 p.m.,~~ the group must be a minimum of forty ~~eight (40)~~eight (40) or more players. (May 1st - Labor Day) Monday-Friday and after 12:00 p.m., the group must be a minimum of twenty (20) players.

~~(2) Men's and ladies' clubs will be allowed four (4) days of tournaments on the weekends during prime time, 7:00 a.m. - 12:00 p.m. (May 1st - Labor Day)~~

~~(23)~~ Discount rates for tournaments ~~are limited to Mondays and Tuesdays~~may be offered during slower times of the week.

TOURNAMENT CHARGING

As a matter of policy, the Park Board may modify greens fees for tournaments up to a fifty percent (50%) reduction in actual greens fees. Normally, there will be no discounts for tournaments unless the tournament meets one (1) or more of the following criteria:

- (1) The tournament is of national significance to Spokane.
- (2) The tournament played on a particular course will enhance the course's reputation and increase future business.
- (3) The City invites or hosts a particular tournament.
- (4) The tournament has a major financial impact to the economy of Spokane.

10 ~~PLAY~~ PASSES-CARD

Transferable
Non-refundable
Expires at the end of the season
May be used up to four (4) times per day
Must present ~~card-pass~~ at ~~register~~check in
These passes are n~~Not~~ valid for pre-booked tournaments

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ADULT/SENIOR ~~DISCOUNT~~ PLAYERS CARDS-PASSES

Non-transferable

Non-refundable

~~Must present ID card at register~~ ID may be required at check in

~~These passes are~~ is ~~card~~ not valid for pre-booked tournaments

~~Seniors must pay the adult rate prior to 2:00 p.m. Saturdays, Sundays, and~~
~~holidays~~

ADULT/SENIOR/JUNIOR
ANNUAL LOYALTY CARDS-PASSES

Non-transferable

Non-refundable

~~Must present ID card at register~~ ID may be required at check in

~~These passes are~~ is ~~card~~ not valid for pre-booked tournaments

~~Seniors must pay adult rate prior to 2:00 p.m. Saturdays, Sundays and~~
~~holidays~~

CITY OF SPOKANE PARKS AND RECREATION DIVISION ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1400-13-12
TITLE: GOLF POLICY & OPERATIONS MANUAL EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

- 1.1 This document sets forth the Spokane Parks and Recreation Division's policy and procedure for use of City golf courses by the public.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONSAFFECTED

This policy and procedure shall apply to all golf courses owned by the Spokane Parks and Recreation Division.

3.0 REFERENCES

City Charter Section 48. Park Board – Powers.

Rules of the Park Board Section 14, General Operating Policies and Procedures, Rulings, and Appeals

4.0 DEFINITIONS

None

5.0 POLICY

5.1 It is the policy of the Spokane Parks and Recreation Division to provide quality available golf at reasonable and fairly priced rates.

6.0 PROCEDURE

See Appendices

7.0 RESPONSIBILITIES

The Director of Parks and Recreation is responsible for administering this policy and procedure.

8.0 APPENDICES

Golf Division Policy & Operations Manual

APPROVED BY:

City Attorney

Date

Director
Parks and Recreation

Date

GOLF POLICY & OPERATIONS MANUAL

For Golf Professional / Staff Reference
Spokane Parks and Recreation Division
808 West Spokane Falls Boulevard
Spokane, Washington 99201

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GOLF PURPOSE AND GOALS

The Golf operates as an independent or Enterprise Fund. As such, the Golf entirely supports itself and does not depend on monies from the General Fund supported in part by taxpayers.

The Golf is responsible for the operation and maintenance of four (4) courses including Downriver Golf Course, Esmeralda Golf Course, Indian Canyon Golf Course and The Creek at Qualchan Golf Course.

The mission of the Golf is to provide quality available golf at reasonable and fairly priced rates.

GOALS:

To increase the Golf Reserve Fund in order to meet the demands of the golfing public. Golf will work to consistently ensure the highest quality playing conditions while striving to make continual capital improvements to each of the golf courses.

To continually attract new golfers to the game through junior lessons and programs directed by the City Parks and Recreation Program.

To cooperate with related agencies and organizations who promote, stimulate and develop the interest and furtherance of golf with service to the golfing public as the PRIME OBJECTIVE.

To participate in golf-related research studies, projects and professional organizations that provide new, improved concepts and methods in course maintenance and repair.

To provide the highest possible level of personnel efficiency in maintenance and operation at each course.

FACTUAL DATA

Spokane Municipal Golf Courses
SPOKANE PARKS AND RECREATION
Director of Parks and Recreation
Garrett Jones (509) 363-5462
808 West Spokane Falls Boulevard
Spokane, Washington 99201

DOWNRIVER GOLF COURSE

Address: 3225 North Columbia Circle
Telephone: (509) 327-5269
Professional: Steve Conner
Superintendent: Ben Nelson (509) 328-0919
Description: 6,130 Yards- Par 71

ESMERALDA GOLF COURSE

Address: 3933 East Courtland Avenue
Telephone: (509) 487-6291
Professional: Rob Sanders
Superintendent: Mike Vandervert (509) 483-1889
Description: 6,319 Yards- Par 70

INDIAN CANYON GOLF COURSE

Address: 1001 South Assembly Rd.
Telephone: (509) 747-5353
Professional: Doug Phares
Superintendent: Josh Harty (509) 838-2301
Description: 6,255 Yards- Par 71

THE CREEK AT QUALCHAN GOLF COURSE

Address: 301 East Meadowlane Road
Telephone: (509) 448-9317
Professional: Mark Gardner
Superintendent: Rob Decker (509) 448-2968
Description: 5,538-6,599 Yard- Par 72

GOLF SEASON

Each golf course will be open when it is determined, collaboratively, by the City Golf Manager, the Superintendent, and Golf Professional that play will not damage the course.

HOURS OF OPERATION

The golf course and clubhouse will be open during daylight hours during the regular golf season April 1 - October 31. In the shoulder season, golf course and clubhouse hours will be weather dependent. The golf course may be subject to closure any time during periods of extreme inclement weather.

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In case of an accident or injury, a written report must be submitted by golf course personnel to the City Golf Manager within twenty-four (24) hours. Incident reports may be obtained through the Superintendent, Golf Professional, or the City Clerk's Office.

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- (2) the minimum amount of an improvement is \$500.00; and
- (3) no recognition signage may be placed on the improvement. A case located in each clubhouse will list each memorial or donation.

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- (1) All golfers must register with the starter or pro-shop and procure a cash register receipt PRIOR to commencing play. Each golfer must show his or her receipt on the course when requested to do so by an authorized employee of the Spokane Parks and Recreation Division or pro shop staff.
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- (3) In order to speed up play, each golfer must possess his or her own set of golf clubs and bag. No sharing of clubs or bags is allowed.
- (4) No golfer may drive balls into golfers in front of him or her on the golf course, or hit a golf ball in any manner that may endanger other players or spectators.
- (5) Slow Play Enforcement:
 - First: Warning to catch up.
 - Second: Asked to pick up golf balls and catch up.
 - Third: Asked to leave the course.
- (6) Golfers who have holed out must move away promptly and not obstruct the green. A golfer may not play more than one ball to the green. A golfer may not putt more than one ball on the green.
- (7) In order to maintain the golf course in the best possible condition, all golfers must:
 - (a) Replace divots.
 - (b) Rake tracks in traps.
 - (c) Repair ball marks on the green.
 - (d) Enter and leave traps at the lowest point.
 - (e) Refrain from wearing shoes with long hobnail spikes, ladies' high-heeled shoes or ripple-soled shoes on the golf course.
- (8) NO ANIMALS are permitted on golf course a premise, which includes but is not limited to the clubhouse and pro-shop, except that service animals may be permitted to assist a golfer.
- (9) Golfers shall not stop between nines.

- (10) Driving range balls must not be removed from the facility.
- (11) Golfers must wear shoes, shirts and shorts or pants while on the course, in the clubhouse and the restaurant.
- (12) Children under the age of ten (10) will not be permitted on the course unless accompanied by an adult. No child under the age of five (5) will be permitted on the playing area of the course. No child under the age of five (5) will be permitted on the hitting area of the driving range unless he or she are directly supervised. Age restrictions may be adjusted under the discretion of the Golf Professional.
- (13) The Golf Professional and Professional Staff have the right to refuse playing privileges to anyone who violates these rules, posted golf course rules, or the accepted rules of golf etiquette.
- (14) Excessive noise, throwing of clubs, use of profane language, or any other offensive behavior will not be permitted on the golf course at any time and may result in expulsion from the course.
- (15) Persons with significant medical disability that inhibits their ability to walk may apply for the use of a handicap flag. This flag on a cart (rental or privately owned) allows a player with a medical disability to drive the cart in areas that are typically considered "no cart" areas as long as the areas are dry, not steeply sloped and are farther than fifteen (15) feet from a putting surface or teeing area. No cart shall ever be driven across a tee or closer than fifteen (15) feet of a green. No cart shall ever be driven between a greenside bunker and a putting surface. Special privileges and responsibilities come with a handicap flag and failure to follow the restrictions listed above will place in jeopardy future granting of the flag privilege.

Only the Professional Staff in the golf shop shall grant the handicap flag privilege, and this privilege will not be unreasonably withheld.

Persons with disabilities requiring the use of a Solo Rider type vehicle in which the game is played in a seated position with a hydraulic seat will be allowed to drive in restricted areas provided the overall course condition is deemed dry enough to support the weight of the vehicle. Only the Professional Staff at the golf course may make this determination.

- (16) Knowledge, respect, and the use of the rules of golf will be expected from all golfers at all times.
- (17) Single players have no standing and must give way to properly constituted groups of players.

- (18) Persons will not be permitted on, in, or near the golf course after the hours of closure or after dark without permission of the Golf Professional.
- (19) All golf course rules must be observed at all times.
- (20) Unauthorized vehicles must be removed from golf course parking lots between sunset and sunrise.
- (21) Drinking in public:

Every person who drinks any intoxicating liquor in any public conveyance, except in a compartment or place where sold or served under the authority of a license lawfully issued, may be guilty of a misdemeanor under state law.

No person may possess or consume in any park any liquor, except as specifically authorized by law. Spokane Municipal Code section 12.06A.040

Intoxicating beverages can only be consumed if purchased at the golf course and consumed in accordance with course rules and the Golf Professional's liquor license. Any person caught with alcohol not purchased from the golf course will be asked to leave. The alcohol will not be returned to the owner. A minimum of two (2) employees will witness and document the destruction of the alcohol, which will occur in an administrative area of the facility. A report of the destruction shall be maintained.

HIGH SCHOOL GOLF RULES

- (1) It is the responsibility of the coach to assure that the Golf Professionals have a roster of the members for each golf team prior to the team's golf season. Playing privileges are limited to sixteen (16) team members, which include both boys and girls and one (1) coach.
- (2) Each high school will be allowed four (4) tee times, twice per week (the days to be determined by the Golf Professional). The Golf Professional will allow two (2) events per year, which will alternate between the courses. Matches and tournaments will go off the first tee (unless otherwise authorized by the Golf Professional) with a possible fee imposed for match and tournament play.
- (3) For the privilege of using the golf course, each player will be encouraged to volunteer three (3) days per season to assist with golf course maintenance, cleaning and/or improvements.
- (4) Team members must abide by the Spokane Parks and Recreation Division rules if they are to continue with their golf privileges. Any violation will result in immediate loss of golf privileges and possible team sanctions.

- (5) The coach is RESPONSIBLE FOR STARTING his or her team members and supervising their play. The coach must remind all team members to conduct themselves in an adult manner paying particular attention to replacing divots and repairing ball marks.
- (6) The coach must accompany the team to all practice sessions and matches. If the coach cannot be present, the coach must appoint another teacher to take his or her place or the team will not be allowed to practice. It is also advisable that coaches contact the Professionals prior to any meet. Only one (1) coach is allowed playing privileges.
- (7) High school draft golf schedules must be received by the fall prior to the upcoming school year for approval. Refer to GSL Joint Use Agreement.

POLICIES

GOLF LEAGUES

Golf league play will be allowed Monday through Friday, with a minimum of twenty (20) people necessary to form a league. The Golf Professional may book leagues prior to 4:00 p.m. during slow periods at his or her discretion.

MEN'S AND LADIES' CLUBS

The schedule for, men's clubs or ladies' clubs that play weekly, must be approved by City Golf Manager and Golf Professional.

FIVESOMES

Fivesomes are allowed solely at the discretion of the Professional. Fivesome restrictions will include, but not be limited to, after 11:00 a.m. on weekends and holidays and require the use of two (2) power carts.

PRIVATE GOLF CARTS

Privately owned power golf carts owners must pay the current annual Golf Cart Fee or the current Daily Golf Cart fee for nine (9) or eighteen (18) holes to operate on the courses. All golf cart owners must have minimum liability coverage of \$25,000 for the golf cart. Any person caught operating a power golf cart that is unable to furnish a daily receipt or annual golf cart pass on the course will be penalized as follows:

First offense: Payment of normal golf cart fee. Failure to pay this penalty will result in the indefinite suspension of golf privileges at all City Golf Courses.

Second offense: One (1) year suspension of all golf privileges at all City Golf Courses.

CART SPECIFICATIONS

The only vehicles permitted on the golf course apart from those maintenance vehicles deemed necessary and appropriate by the Course Superintendent, will be standard, four (4) wheeled, motor driven golf cart. The cart must be manufactured by a reputable golf cart maker, designed primarily for use as a golf cart on a golf course and shall not be unduly modified as to affect the vehicles' overall safety. Carts with lift kits are strictly forbidden. Additionally, the golf cart must have tires with a flat surface and a minimum tire width of eight (8) inches to prevent undue damage to the course. The Course Professional and/or the Course Superintendent can deny the use of any cart deemed to be dangerous to the riders or that presents an increased risk of turf damage to the golf course. Any other forms of golf vehicles must be authorized by City Golf Manager, Golf

Professional, and Superintendent.
ANNUAL PRIVATE GOLF CART PASS

The pass fee will be established each year by the Park Board.

Persons purchasing Annual Private Cart Permits must fill out annual cart permit forms in full, naming the insurance company covering for golf cart liability. The insured and City / Professional must BOTH sign this permit. This must be done each year.

PERMITS MUST BE AFFIXED TO THE CART. ANY CARTS WITHOUT AN AFFIXED PERMIT WILL BE REQUIRED TO PAY THE DAILY TRAIL FEE.

GOLFERS PLAYING WITHOUT PAYING

Anyone caught playing a City course without having first paid appropriate greens fees will be required to pay full green fees immediately. If payment is not made, the golfer will be asked to leave the course. If caught a second time, the golfer will be suspended from play on all City courses for one (1) year. When it is determined that a golfer has not paid adequate green fees, the Golf Professional must notify the Golf Manager so the name of the golfer can be circulated to the other course Professionals.

FREE GOLF

Free golf privileges will not be extended to any outside agencies or organizations.

GOLFERS WITH DISABILITIES

Golfers with disabilities may be entitled to discounts in accordance with the City of Spokane Administrative Policy and Procedure 1400-12-09.

WAIVER OF GOLF FEES

Complimentary golf will be extended to the following:

- (1) P.G.A. and L.P.G.A. Golf Professionals with a current P.G.A. and L.P.G.A. card, Golf Course Superintendents and Assistant Superintendents actively employed. Reservations for Course Superintendents and Assistant Superintendents must be made through the host Superintendent. This will be limited to twice monthly or with special permission of the Golf Professional.
- (2) Golf Course Superintendents and Assistant Superintendents and permanent golf staff while employed by the City. A complimentary golf card will be issued. A complimentary 20 play card will be issued for use by spouses or family members.
- (3) Designated Park and Recreation Division staff as approved by the Golf Manager.

- (4) The Professional's employees that work at least thirty (30) hours per week and play on the course where they are employed.
- (5) Seasonal golf course employees (names to be given to Professional). Privileges are valid only during non prime time and restricted to the course where they are employed. Prime time is defined as Fridays, Saturdays, Sundays and holidays before 1:00 p.m.
- (6) Complimentary golf is extended to the spouse and children of the four (4) Golf Professionals. Golf Professionals will be entitled to purchase seventy five (75) Play Passes at twenty five percent (25%) of current fee for promoting the golf course as well as for public relations. A complimentary golf ticket will also be issued for spouses of the Assistant P.G.A. Golf Professionals.
- (7) On special occasions, the Golf Manager may, in his or her sole discretion, provide a complimentary round of golf when such play is in the best interest of Golf. A complimentary pass will be issued to the person.

PROMOTING GOLF

In the spirit of the Purpose and Goals of this Policy & Operations Manual, the Golf Manager, in his or her sole discretion, may partner with related agencies and organizations to promote and increase rounds of play. In doing so, the Golf Manager has the ability to reduce green fees up to twenty percent of the current posted rate.

TWILIGHT NINE

The Twilight Nine is a discounted nine (9) hole round designed to promote play on slow evenings and to provide a lower-priced option for golf. The days of the week used will be determined by the individual Course Professional.

FEE SCHEDULE FOR NON SCHOOL DISTRICT #81 SCHOOLS

Golf teams from non School District #81 high schools, colleges, and universities will be allowed to purchase one hundred (100), one (1) - play passes per competitive season for seventy five percent (75%) of the current years' price of that pass. These passes are good only for practices and/or matches, as the host team is responsible to pay for other team members. Tee times are limited to space available and are to be coordinated with the individual golf professionals. Coaches playing with team members must redeem a one-play pass or pay regular greens fees. One (1) - play pass are to be used during competitive season only. A roster must be submitted to the Course Professional prior to playing season opening.

ONLINE TEE TIME RESERVATIONS (All Golf Courses)

Online tee times may be made 7 days in advance as desired at the posted rate and guaranteed with a credit card.

No-shows will be charged the current no show fee, unless cancelled at least twenty four (24) hours in advance.

Twenty four (24) hours' notice must be given to cancel or make changes to a tee time reservation. Tee times may also be changed or cancelled using the online reservations profile account. If the change or cancellation is not made within twenty four (24) hours, the credit card holder may be held responsible for all players in the group that did NOT show, and charged the no-show fee. If a foursome is booked online and less people will be showing up to play, the reservation should be changed online or by calling the golf course, or the credit card holder will be responsible for paying the no-show fee for each missing player.

GOLF MARSHAL

The Golf Marshals shall have the duty of enforcing these rules at all four (4) courses. The Marshals duties include: checking golfers on the course for possession of greens fees and trail fee receipts, ensuring cart passes are affixed to the cart, completing Incident Reports, helping to enforce all rules and regulations including those of golf etiquette, keeping play moving, and reporting to the Golf Professional and/or City Golf Manager, any problems that occur on the course.

(1) All marshals are required to work TWO 5 hour shifts per week to qualify for golfing privileges.

(2) Unlimited golfing privileges will only be granted at the course in which the marshal works.

(3) Additionally, marshals will be granted twenty (20) plays at the other City golf courses.

TOURNAMENTS

(1) In order to qualify for the tournament rate on weekends and holidays the group must be a minimum of forty (40) or more players.

(2) Discount rates for tournaments may be offered during slower times of the week.

TOURNAMENT CHARGING

As a matter of policy, the Park Board may modify greens fees for tournaments up to a fifty percent (50%) reduction in actual greens fees. Normally, there will be no discounts for tournaments unless the tournament meets one (1) or more of the following criteria:

- (1) The tournament is of national significance to Spokane.
- (2) The tournament played on a particular course will enhance the course's reputation and increase future business.
- (3) The City invites or hosts a particular tournament.
- (4) The tournament has a major financial impact to the economy of Spokane.

10 – PLAY PASSES

Transferable
Non-refundable
Expires at the end of the season
May be used up to four (4) times per day
Must present pass at check in
These passes are not valid for pre-booked tournaments

ADULT/SENIOR PLAYERS PASSES

Non-transferable
Non-refundable
ID may be required at check in
These passes are not valid for pre-booked tournaments

ADULT/SENIOR LOYALTY PASSES

Non-transferable
Non-refundable
ID may be required at check in
These passes are not valid for pre-booked tournaments

Spokane Park Board

Briefing Paper



Committee			
Committee meeting date			
Requester	Pamela Clarke	Phone number: 625-6241	
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 type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	CPR 1981-0402		
Item title: (Use exact language noted on the agenda)	Nomination Committee recommendation/2020 slate of Park Board officers		
Begin/end dates	Begins: 02/13/2020	Ends: 02/11/2021	<input type="checkbox"/> Open ended
Background/history: Per Section 11 of the Park Board Bylaws, the Park Board shall elect a president, vice president and secretary at its regular February meeting each year. This year's Nomination Committee, consisting of Bob Anderson, Greta Gilman, Barb Richey and Gerry Sperling, recommend Jennifer Ogden to serve as president, Bob Anderson as vice president and Garrett Jones as secretary.			
Motion wording: Move to approve the 2020 Park Board slate officers as recommended by the Nomination Committee to include Jennifer Ogden as president, Bob Anderson as vice president and Garrett Jones secretary.			
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: <p style="text-align: right;">pclarke@spokanecity.org</p>			
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>			

Spokane Park Board February 2020 – February 2021	Term Ends	Riverfront	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Riverfront Park Executive Team	Joint Arts	Liaisons
Ogden, Jennifer – President jmogden@spokanecity.org	2021	Chair pro tem		✓			✓	Chair		✓	
Bob Anderson – Vice President banderson@spokanecity.org	2022		✓			Chair	Alternate				
Sumner, Nick nsumner@spokanecity.org	2025							✓	✓		CF
Vacant	2025										
Greta Gilman ggilman@spokanecity.org	2023			Chair	✓	✓			✓		
Sally Lodato slodato@spokanecity.org	2022			✓	Chair			✓			
Rick Chase rchase@spokanecity.org	2022		✓				Chair				
Gerry Sperling gsperling@spokanecity.org	2024	✓	Chair			✓			✓		
Vacant	2023										
Barb Richey brichey@spokanecity.org	2024		✓								
Lori Kinnear lkinnear@spokanecity.org	N/A										

PF = Spokane Parks Foundation

CF = Conservation Futures

Revised: 02/13/2020

Spokane Park Board

Briefing Paper



Committee			
Committee meeting date			
Requester	Pamela Clarke	Phone number: 625-6241	
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 type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	CPR 1981-0402		
Item title: (Use exact language noted on the agenda)	Park Board committee assignments		
Begin/end dates	Begins: 02/13/2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: After consideration of Park Board member schedules and interest, and conferring the board members, a revised list of Park Board committee assignments was created for the Park Board's consideration. Recommended changes were presented.			
Motion wording: Move to approve the recommended Park Board committee assignments as presented.			
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: pclarke@spokanecity.org			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
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 February 2020 – February 2021	Term Ends	Riverfront	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Riverfront Park Executive Team	Joint Arts	Liaisons
Ogden, Jennifer – President jmogden@spokanecity.org	2021			✓			✓	Chair		✓	
Bob Anderson – Vice President banderson@spokanecity.org	2022		✓		✓	Chair					
Sumner, Nick nsumner@spokanecity.org	2025	Chair		✓	✓			✓	✓		CF Alternate
Vacant											
Greta Gilman ggilman@spokanecity.org	2023			Chair	✓	✓			✓		CF
Sally Lodato slodato@spokanecity.org	2022			✓	Chair			✓			
Rick Chase rchase@spokanecity.org	2022		✓				Chair				
Gerry Sperling gsperling@spokanecity.org	2024	✓	Chair			✓			✓		PF
Vacant	2023										
Barb Richey brichey@spokanecity.org	2024		✓	✓						✓	
Lori Kinnear lkinnear@spokanecity.org	N/A										

PF = Spokane Parks Foundation

CF = Conservation Futures

Revised: 2/7/2020 3:15 PM

Spokane Park Board

Briefing Paper



Committee	Golf		
Committee meeting date	Feb. 11, 2020		
Requester	Jason Conley	Phone number: 625-6211	
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 2016-0145		
Item title: (Use exact language noted on the agenda)	Doug Phares contract amendment		
Begin/end dates	Begins: 1/1/2020	Ends: 12/31/2020	<input type="checkbox"/> Open ended
Background/history: In 2018, the Park Board approved a resolution requesting a \$7.5 million loan from the Spokane Investment Pool(SIP), to fund golf course irrigation projects along with other course/facility improvements. The first loan installment was \$2.5 million for Indian Canyon projects. Irrigation projects were expected to have a significant impact to course revenues during construction. Since the City has a contract with the Indian Canyon Golf Professional to manage the customer experience, including tee times, driving range, lessons, food & beverage, merchandise and golf cart rentals, the SIP resolution addressed the projected financial impacts to the Golf Professional and requires any financial compensation to the Professional to come back before the Park Board. Based on the average of a three-year financial look-back, the City owes the Golf Pro, \$75,000 in lost revenue. The proposed contract amendment will repay the Golf Pro with the Pro receiving 10% of green fees until the debt is repaid. The City will receive 90% of green fees during this repayment cycle.			
Motion wording: Approve contract amendment with Doug Phares, Golf Professional d/b/a T&T Golf Management Inc. for the 2020 golf season to repay \$75,000 in lost revenue to the Professional as a result of the Fall 2018/Spring 2019 course renovations.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Doug Phares Email address: dphares@spokanecity.org Phone: 747-5353			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name:			
dphares@spokanecity.org			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$75,000 Golf Revenues Budget code: Golf Enterprise Fund			
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 type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

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



Submitting Division
Parks & Recreation

Contact Person
Jason Conley

Phone No.
625-6211

OPR 2018-0094

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

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

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

Beginning date: _____ Expiration date: _____ Open ended ☐

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

AGENDA WORDING:

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

BACKGROUND:

(Attach additional sheet if necessary)

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

RECOMMENDATION:

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

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

Park Board Resolution and associated Exhibit.

SIGNATURES:

Requester - Jason Conley

Dept. Manager

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Qureshi

Legal Dept. - Pat Dalton

RECEIVED

DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant

Requester: _____

FEB 12 2018

CITY CLERK'S OFFICE

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

Feb. 8, 2018

Fiscal Impact**Expenditure:**

Revenue:

Budget Account

☐

Existing vendor

☐

New vendor – If so, please include vendor packet

☐**Supporting documents:**☐

Quotes/Solicitation (RFP, RFQ, RFB)

☐

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

☐

Spokane Business registration expiration date: _____

☐

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

☐

(for new contractors/consultants/vendors) Insurance

☐

Certificate (minimum \$1 million in General Liability)

CITY OF SPOKANE PARK BOARD**RESOLUTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

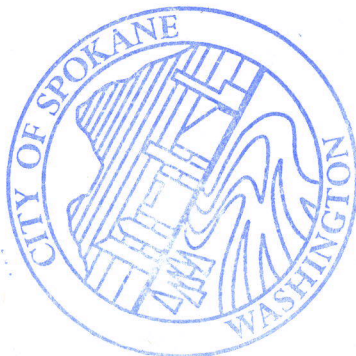
WHEREAS, the Park Board will commit to review all Park Fund revenues and determine if the Park Fund is correctly appropriating the proper pro rata share of revenues to the Golf Fund, and

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


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

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


Dated this 8th day of February 2018.



Attest:

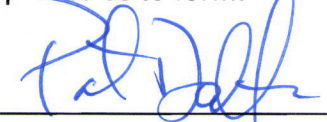


City Clerk (02/12/18)



Park Board President

Approved as to form:



Assistant City Attorney

Public Safety Capital

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

Department Capital:

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

Debt Service:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
2018 Borrowings	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ -	\$ -	\$ -
2019 Borrowings		\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ -	\$ -
2020 Borrowings			\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ -
2021 Borrowings				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 217,082	\$ 434,163	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 434,163	\$ 217,082	\$ -

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

Spokane Park Board

Briefing Paper



Committee	Golf		
Committee meeting date	Feb. 11, 2020		
Requester	Mark Poirier		
Requester phone number	625-4653		
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 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 #)	ADMIN 1400-13-0012		
Item title: (Use exact language on the agenda)	Golf Policy and Operations Manual amendment		
Begin/end dates	Begins: _____	Ends: _____	<input checked="" type="checkbox"/> Open ended
Impact if not approved at this time	Golf department will not be able to enforce new on-line tee time policy.		
Background/history: The Golf Policy and Operations Manual is used to uphold all policies related to golf, and is used daily by both City administration and golf course employees. The last time this manual was updated was June 3, 2013. During that time frame there has been many changes in staff, both City employees and private contracting golf professionals. New additions to this manual include the on-line tee time reservations "no show" policy and regulations regarding golf marshals.			
Recommendation/motion wording: Approve the Golf Policy and Operations Manual amendment as presented.			
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: <u>Mark Poirier</u> _____ Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
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"/> 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 ADMIN 1400-13-12
PARKS AND RECREATION ~~DEPARTMENT~~DIVISION
ADMINISTRATIVE POLICY AND PROCEDURE

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TITLE: **GOLF ~~DIVISION~~ POLICY & OPERATIONS MANUAL**
EFFECTIVE DATE:
REVISION EFFECTIVE DATE: N/A

1.0 GENERAL

1.1 This document sets forth the Spokane Parks and Recreation ~~Department~~Division's policy and procedure for use of City golf courses by the public.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONSAFFECTED

This policy and procedure shall apply to all golf courses owned by the Spokane Parks and Recreation ~~Department~~Division.

3.0 REFERENCES

City Charter Section 48. Park Board – Powers.

Rules of the Park Board Section 14, General Operating Policies and Procedures, Rulings, and Appeals

4.0 DEFINITIONS

None

5.0 POLICY

5.1 It is the policy of the Spokane Parks and Recreation ~~Department~~Division to provide quality available golf at reasonable and fairly priced rates.

6.0 PROCEDURE

See Appendices

7.0 RESPONSIBILITIES

The Director of Parks and Recreation is responsible for administering this policy and procedure.

8.0 APPENDICES

Golf Division Policy & Operations Manual

APPROVED BY:

City Attorney

Date

Director
Parks and Recreation

Date

GOLF ~~DIVISION~~ POLICY & OPERATIONS MANUAL

For Golf Professional / Staff Reference
Spokane Parks and Recreation ~~Department~~Division
808 West Spokane Falls Boulevard
Spokane, Washington 99201

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GOLF ~~DIVISION~~ PURPOSE AND GOALS

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The Golf ~~Division~~ operates as an independent or Enterprise Fund. As such, the Golf ~~Division~~ entirely supports itself and does not depend on monies from the General Fund supported in part by taxpayers.

The Golf ~~Division~~ is responsible for the operation and maintenance of four (4) courses including Downriver Golf Course, Esmeralda Golf Course, Indian Canyon Golf Course and The Creek at Qualchan Golf Course.

The mission of the Golf ~~Division~~ is to provide quality available golf at reasonable and fairly priced rates.

GOALS:

To increase the Golf Reserve Fund in order to meet the demands of the golfing public.
~~The~~ Golf ~~Division~~ will work to consistently ensure the highest quality playing conditions while striving to make continual capital improvements to each of the golf courses.

To continually attract new golfers to the game through junior lessons and programs directed by the City Parks and Recreation Program.

To cooperate with related agencies and organizations who promote, stimulate and develop the interest and furtherance of golf with service to the golfing public as the PRIME OBJECTIVE.

To participate in golf-related research studies, projects and professional organizations that provide new, improved concepts and methods in course maintenance and repair.

To provide the highest possible level of personnel efficiency in maintenance and operation at each course.

FACTUAL DATA

Spokane Municipal Golf Courses

SPOKANE PARKS AND RECREATION

Director of Parks and Recreation

[Leroy Eadie](#) [Garrett Jones](#) (509) [363-5462](#) ~~625-6204~~

808 West Spokane Falls Boulevard

Spokane, Washington 99201

DOWNRIVER GOLF COURSE

Address: ~~North~~ 3225 ~~North~~ Columbia Circle
Telephone: (509) 327-5269
Professional: Steve Conner
Superintendent: ~~Roy Cheney~~ Ben Nelson (509) 328-0919
Description: 6,130 Yards- Par 71
~~Wooded, fairly flat view of river on several holes~~

ESMERALDA GOLF COURSE

Address: ~~East~~ 3933 ~~East~~ Courtland Avenue
Telephone: (509) 487-6291
Professional: ~~Rex Schultz~~ Rob Sanders
Superintendent: ~~Bob Mielke~~ Mike Vandervert (509) 483-1889
Description: 6,319 Yards- Par 70
~~Flat and fairly open~~

INDIAN CANYON GOLF COURSE

Address: 1001 South Assembly ~~and West Drive Rd.~~
Telephone: (509) 747-5353
Professional: ~~Gary Lindeblad~~ Doug Phares
Superintendent: ~~Don Nelson~~ Josh Harty (509) 838-2301
Description: 6,255 Yards- Par 71
~~Very hilly, tight with sand and trees~~

THE CREEK AT QUALCHAN GOLF COURSE

Address: 301 East Meadowlane Road
Telephone: (509) 448-9317
Professional: Mark Gardner
Superintendent: ~~Fred Marchant~~ Rob Decker (509) 448-2968
Description: 5,538-6,599 Yard- Par 72
~~Heavily bunkered and much water~~

GOLF SEASON

Each golf course will be open when it is determined collaboratively -by the City Golf Manager, the Superintendent, and Golf Professional that play will not damage the course.

HOURS OF OPERATION

The golf course and clubhouse will be open during daylight hours during the regular golf

season April 1 ~~thru~~ October 31. In the shoulder season, golf course and clubhouse hours will be weather depend~~en~~ant. The golf course may be subject to closure any time during periods of extreme inclement weather.

REPORTS

In case of an accident or injury, a written report must be submitted by golf course personnel to the ~~City Hall Golf Staff~~[City Golf Manager](#) within twenty-four (24) hours. Incident reports may be obtained through the [Superintendent](#), Golf Professional, or the City Clerk's Office.

CLAIMS

All injury claims against the City must be processed through the City Legal Department. Forms may be obtained through the Golf Professional or the City Clerk's Office. The ~~City Hall~~[Golf Manager](#) ~~Golf Staff~~ must be notified of all claims within twenty four (24) hours.

MEMORIALS AND/OR DONATIONS

Memorials and/or donations will be accepted at the City Golf Courses providing they meet the following requirements:

- (1) memorial or donation requests are made to the Director of Parks and Recreation in writing, including the type of improvement and location;
- (2) the minimum amount of an improvement is \$500.00; and
- (3) no recognition signage may be placed on the improvement. A case located in each clubhouse will list each memorial or donation.

CHECK COLLECTION GUIDELINES

The Parks and Recreation ~~Department~~[Division](#) Accounting Office will attempt to collect on returned checks if the check has a current address and telephone number and is properly endorsed.

The Golf Professional will be responsible for payment of checks which were accepted without a current address and telephone number and which were not properly endorsed.

An additional NSF charge beyond the check amount may be added by the City Treasurer's Office and by any collection agency used to collect on the check.

The Parks and Recreation ~~Department~~Division Accounting Office personnel will notify the Golf Professional involved with the additional amount needed to balance the weekly receipts as soon as a returned check is received from the Treasurer's office.

NIGHTLY RECONCILIATION

The daily tee sheet must be reconciled EACH night with the daily sales.

REFUNDS

Once the golf courses open, golf pass and/or cart permit refunds will only be allowed for extended illness or relocation out of the Spokane area and must be approved by the ~~Director of Parks and Recreation~~[City Golf Manager](#). ~~No refunds will be allowed after November 1st for any reason.~~

~~An administrative fee of \$15.00 will be charged for all refunds.~~ The remainder of the refund will be determined by pro-rating the usage of the pass.

Requests for refunds of golf passes and/or cart permits must include the pass or permit and a letter of justification signed and dated. Refunds will not be issued for 10 Play cards. These passes are transferable. Green fees will not be refunded unless approved by the Golf Professional for extenuating circumstances. Rain ~~checks~~[checks](#) may be issued.

RAIN CHECKS

Rain checks are to be issued to a golfer who has run into unexpectedly poor weather conditions (heavy rain, very unusually high winds, snow) while out on the course and before they have completed over fifty percent (50%) of their paid round or who have been called away from the course due to an unforeseen emergency. Play started during inclement weather will not be issued a Rain Check. Players must pay the current nine-hole rate when using a rain check as part of a new 18-hole play. Rain checks are to be used during the season in which they are issued.

JUNIOR/SENIOR CITIZEN PROOF OF AGE

Seniors are eligible to purchase a pass the calendar year they turn sixty (60) years of age. Junior passes may be purchased ~~until the golfer turns eighteen (18) years of age,~~
~~or~~ if the golfer is currently enrolled in high school.

GOLF COURSE RULES

- (1) All golfers must register with the starter or pro-shop and procure a cash register receipt PRIOR to commencing play. Each golfer must show his or her receipt on the course when requested to do so by an authorized employee of the Spokane Parks and Recreation ~~Department~~[Division](#) or pro shop staff.
- (2) No golfer may begin play at any hole other than the hole designated by the starter or pro-shop. The starting point shall be the first tee unless otherwise directed.

- (3) In order to speed up play, each golfer must possess his or her own set of golf clubs and bag. No sharing of clubs or bags is allowed.
- (4) No golfer may drive balls into golfers in front of him or her on the golf course, or hit a golf ball in any manner that may endanger other players or spectators.
- (5) Slow Play Enforcement:
- | | |
|---------|---|
| First: | Warning to catch up. |
| Second: | Asked to pick up golf balls and catch up. |
| Third: | Asked to leave the course. |
- (6) Golfers who have holed out must move away promptly and not obstruct the green. A golfer may not play more than one ball to the green. A golfer may not putt more than one ball on the green.
- (7) In order to maintain the golf course in the best possible condition, all golfers must:
- (a) Replace divots.
 - (b) Rake tracks in traps.
 - (c) Repair ball marks on the green.
 - (d) Enter and leave traps at the lowest point.
 - (e) Refrain from wearing shoes with long hobnail spikes, ladies' high-heeled shoes or ripple-soled shoes on the golf course.
- (8) NO ANIMALS are permitted on golf course a premise, which includes but is not limited to the clubhouse and pro-shop, except that service animals may be permitted to assist a golfer.
- (9) Golfers shall not stop between nines.
- (10) Driving range balls must not be removed from the facility.
- (11) Golfers must wear shoes, shirts and shorts or pants while on the course, in the clubhouse and the restaurant.
- (12) Children under the age of ten (10) will not be permitted on the course unless accompanied by an adult. No child under the age of ~~fivesix~~ (56) will be permitted on the playing area of the course. No child under the age of ~~fivesix~~ (56) will be permitted on the hitting area of the driving range unless the child is directly supervised.
Age restrictions may be adjusted under the discretion of the Golf Professional. and hitting golf balls themselves. Notice to this effect must be posted at the clubhouse.
- (13) The Golf Professional and Professional Staff have the right to refuse playing privileges to anyone who violates these rules, posted golf course rules, or the

accepted rules of golf etiquette.

- (14) Excessive noise, throwing of clubs, use of profane language, or any other offensive behavior will not be permitted on the golf course at any time and may result in expulsion from the course.
- (15) Persons with significant medical disability that inhibits their ability to walk may apply for the use of a handicap flag. This flag on a cart (rental or privately owned) allows a player with a medical disability to drive the cart in areas that are typically considered "no cart" areas as long as the areas are dry, not steeply sloped and are farther than fifteen (15) feet from a putting surface or teeing area. No cart shall ever be driven across a tee or closer than fifteen (15) feet of a green. No cart shall ever be driven between a greenside bunker and a putting surface. Special privileges and responsibilities come with a handicap flag and failure to follow the restrictions listed above will place in jeopardy future granting of the flag privilege.

Only the Professional Staff in the golf shop shall grant the handicap flag privilege, and this privilege will not be unreasonably withheld.

Persons with disabilities requiring the use of a Solo Rider type vehicle in which the game is played in a seated position with a hydraulic seat will be allowed to drive in restricted areas provided the overall course condition is deemed dry enough to support the weight of the vehicle. Only the Professional Staff at the golf course may make this determination.

- (16) Knowledge, respect, and the use of the rules of golf will be expected from all golfers at all times.
- (17) Single players have no standing and must give way to properly constituted groups of players.

~~(18)~~

- (18) Persons will not be permitted on, in, or near the golf course after the hours of closure or after dark without permission of the Golf Professional.

- (19) All golf course rules must be observed at all times.
- (20) Unauthorized vehicles must be removed from golf course parking lots between sunset and sunrise.
- (21) Drinking in public:

Every person who drinks any intoxicating liquor in any public conveyance, except in a compartment or place where sold or served under the authority of a license lawfully issued, may be guilty of a misdemeanor under state law.

No person may possess or consume in any park any liquor, except as specifically authorized by law. Spokane Municipal Code section [10.10.040-12.06A.040](#)

Intoxicating beverages can only be consumed if purchased at the golf course and consumed in accordance with course rules and the Golf Professional's liquor license. Any person caught with alcohol not purchased from the golf course will be asked to leave. The alcohol will not be returned to the owner. A minimum of two (2) employees will witness and document the destruction of the alcohol, which will occur in an administrative area of the facility. A report of the destruction shall be maintained.

HIGH SCHOOL GOLF RULES

- (1) It is the responsibility of the coach to assure that the Golf Professionals have a roster of the members for each golf team prior to the team's golf season. Playing privileges are limited to sixteen (16) team members, which include both boys and girls and one (1) coach.
- (2) Each high school will be allowed four (4) tee times, twice per week (the days to be determined by the Golf Professional). The Golf Professional will allow two (2) events per year, which will alternate between the courses. Matches and tournaments will go off the first tee (unless otherwise authorized by the Golf Professional) with a possible fee imposed for match and tournament play.
- (3) For the privilege of using the golf course, each player will be encouraged to volunteer three (3) days per season to assist with golf course maintenance, cleaning and/or improvements.
- (4) Team members must abide by the Spokane Parks and Recreation ~~Department~~Division rules if they are to continue with their golf privileges. Any violation will result in immediate loss of golf privileges and possible team sanctions.
- (5) The coach is RESPONSIBLE FOR STARTING his or her team members and supervising their play. The coach must remind all team members to conduct themselves in an adult manner paying particular attention to replacing divots and repairing ball marks.
- (6) The coach must accompany the team to all practice sessions and matches. If the coach cannot be present, the coach must appoint another teacher to take his or her place or the team will not be allowed to practice. It is also advisable that coaches contact the Professionals prior to any meet. Only one (1) coach is allowed playing privileges.

- (7) High school draft golf schedules must be received by ~~August 15 of the fall~~ prior to the upcoming school year for approval. [Refer to GSL Joint Use Agreement.](#)

POLICIES

GOLF LEAGUES

Golf league play will be allowed Monday through Friday, with a minimum of twenty (20) people necessary to form a league. The Golf Professional may book leagues prior to 4:00 p.m. during slow periods at his or her discretion.

MEN'S AND LADIES' CLUBS

[The schedule for](#) Any men's clubs or ladies' clubs that play weekly ~~by during prime~~ [must](#)

be approved by City Golf Manager and Golf Professional. time will be required to play on the same day. Clubs playing during prime time will be limited to four (4) tournament days throughout the season. (May 1st – Labor Day)

FIVESOMES

Fivesomes are allowed solely at the discretion of the Professional. Fivesome restrictions will include, but not be limited to, after 11:00 a.m. on weekends and holidays and require the use of two (2) power carts.

PRIVATE GOLF CARTS

Privately owned power golf carts owners must pay the current annual Golf Cart Fee or the current Daily Golf Cart fee for nine (9) or eighteen (18) holes to operate on the courses. All golf cart owners must have minimum liability coverage of \$25,000 for the golf cart. Any person caught operating a power golf cart that is unable to furnish a daily receipt or annual golf cart pass on the course will be penalized as follows:

First offense: Payment of normal golf cart fee. Failure to pay this penalty will result in the indefinite suspension of golf privileges at all City Golf Courses.

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Second offense: One (1) year suspension of all golf privileges at all City Golf Courses.

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CART SPECIFICATIONS

The only vehicles permitted on the golf course apart from those maintenance vehicles deemed necessary and appropriate by the Course Superintendent, will be standard, four (4) wheeled, motor driven golf cart. The cart must be manufactured by a reputable golf cart maker, designed primarily for use as a golf cart on a golf course and shall not be unduly modified as to affect the vehicles' overall safety. Carts with lift kits are strictly forbidden. Additionally, the golf cart must have tires with a flat surface and a minimum tire width of eight (8) inches to prevent undue damage to the course. The Course Professional and/or the Course Superintendent can deny the use of any cart deemed to be dangerous to the riders or that presents an increased risk of turf damage to the golf course. Three (3) wheel carts will NOT be permitted.

Any other forms of golf vehicles must be authorized by City Golf Manager, Golf Professional, and Superintendent.

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ANNUAL PRIVATE GOLF CART PASS

The pass fee will be established each year by the Park Board.

Persons purchasing Annual Private Cart Permits must fill out annual cart permit forms in full, naming the insurance company covering for golf cart liability. The insured and City /

Professional must BOTH sign this permit. This must be done each year.

PERMITS MUST BE AFFIXED TO ~~THE LEFT FRONT FENDER OF~~ THE CART. ANY CARTS WITHOUT AN AFFIXED PERMIT WILL BE REQUIRED TO PAY THE DAILY TRAIL FEE.

GOLFERS PLAYING WITHOUT PAYING

Anyone caught playing a City course without having first paid appropriate greens fees will be required to pay full green fees immediately. If payment is not made, the golfer will be asked to leave the course. If caught a second time, the golfer will be suspended from play on all City courses for one (1) year. When it is determined that a golfer has not paid adequate green fees, the Golf Professional must notify the ~~City Hall Golf Staff~~[Golf Manager](#) so the name of the golfer can be circulated to the other course Professionals.

FREE GOLF

Free golf privileges will not be extended to any outside agencies or organizations.

GOLFERS WITH DISABILITIES

Golfers with disabilities may be entitled to discounts in accordance with the City of Spokane Administrative Policy and Procedure 1400-12-09.

WAIVER OF GOLF FEES

Complimentary golf will be extended to the following:

- (1) P.G.A. and L.P.G.A. Golf Professionals with a current P.G.A. and L.P.G.A. card, Golf Course Superintendents and Assistant Superintendents actively employed. Reservations for Course Superintendents and Assistant Superintendents must be made through the host Superintendent. This will be limited to twice monthly or with special permission of the Golf Professional.
- (2) Golf Course Superintendents and Assistant Superintendents and permanent golf staff while employed by the City. A complimentary golf card will be issued. A complimentary 20 play card will be issued for use by spouses or family members.
- (3) Designated Park and Recreation ~~Department~~[Division](#) staff as approved by the ~~Director of Parks and Recreation~~[Golf Manager](#).
- (4) The Professional's employees that work at least thirty (30) hours per week and play on the course where they are employed.
- (5) Seasonal golf course employees (names to be given to Professional). Privileges are valid only during non prime time and restricted to the course where they are

employed. Prime time is defined as Fridays, Saturdays, Sundays and holidays before 1:00 p.m.

- (6) Complimentary golf is extended to the spouse and children of the four (4) Golf Professionals. Golf Professionals will be entitled to purchase ~~seventy five~~^{fifty} (75~~50~~) Play Passes at twenty five percent (25%) of current fee for promoting the golf course as well as for public relations. A complimentary golf ticket will also be issued for spouses of the Assistant P.G.A. Golf Professionals.
- (7) On special occasions, the ~~Director of Parks and Recreation~~Golf Manager may, in his or her sole discretion, provide a complimentary round of golf when such play is in the best interest of ~~the Golf Division~~. A complimentary pass will be issued to the person.

PROMOTING GOLF

In the spirit of the Purpose and Goals of this Policy & Operations Manual, the ~~Director of Golf Manager Parks and Recreation~~, in his or her sole discretion, may partner with related agencies and organizations to promote and increase rounds of play. In doing so, the ~~Director of Parks and Recreation~~Golf Manager has the ability to reduce green fees up to twenty percent of the current posted rate.

TWILIGHT NINE

The Twilight Nine is a discounted nine (9) hole round designed to promote play on slow evenings and to provide a lower-priced option for golf. The days of the week used will be determined by the individual Course Professional.

FEE SCHEDULE FOR NON SCHOOL DISTRICT #81 SCHOOLS

Golf teams from non School District #81 high schools, colleges, and universities will be allowed to purchase one hundred (100), one (1) - play passes per competitive season for seventy five percent (75%) of the current years' price of that pass. These passes are good only for practices and/or matches, as the host team is responsible to pay for other team members. Tee times are limited to space available and are to be coordinated with the individual golf professionals. Coaches playing with team members must redeem a one-play pass or pay regular greens fees. One (1) - play pass are to be used during competitive season only. A roster must be submitted to the Course Professional prior to playing season opening.

ONLINE TEE TIME RESERVATIONS (All Golf Courses)

Online tee times may be made ~~30~~⁷ days in advance as desired at the posted rate and

guaranteed with a credit card.

No-shows will be charged the ~~full rate~~current no show fee, including any reserved carts, unless cancelled at least twenty four (24) hours in advance.

Twenty four (24) hours' notice must be given to cancel or make changes to a tee time reservation. Tee times may also be changed or cancelled using the online reservations profile account. If the change or cancellation is not made within twenty four (24) hours, the credit card holder may be held responsible for all players in the group that did NOT show, and charged the no-show fee. If a foursome is booked online and less people will be showing up to play, the reservation should be changed online or by calling the golf course, or the credit card holder will be responsible for paying the no-show fee for each missing player.

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GOLF MARSHAL

The Golf Marshals shall have the duty of enforcing these rules at all four (4) courses. The Marshals duties include: checking golfers on the course for possession of greens fees and trail fee receipts, ensuring cart passes are affixed to the cart, completing Incident Reports, helping to enforce all rules and regulations including those of golf etiquette, keeping play moving, and reporting to the Golf Professional and/or ~~City Hall Golf Staff~~City Golf Manager, any problems that occur on the ~~c~~Course.

(1) All marshals are required to work TWO 5 hour shifts per week to qualify for golfing privileges.

(2) Unlimited golfing privileges will only be granted at the course in which the marshal works.

(3) Additionally, marshals will be granted twenty (20) plays at the other City golf courses.

TOURNAMENTS

(1) In order to qualify for the tournament rate on weekends and holidays ~~between 7:00 a.m. and 12:00 p.m.,~~ the group must be a minimum of forty ~~eight (40)~~eight (40) ~~or more players. (May 1st - Labor Day) Monday-Friday and after 12:00 p.m., the group must be a minimum of twenty (20) players.~~

~~(2) Men's and ladies' clubs will be allowed four (4) days of tournaments on the weekends during prime time, 7:00 a.m. - 12:00 p.m. (May 1st - Labor Day)~~

~~(23)~~ Discount rates for tournaments ~~are limited to Mondays and Tuesdays~~may be offered during slower times of the week.

TOURNAMENT CHARGING

As a matter of policy, the Park Board may modify greens fees for tournaments up to a fifty percent (50%) reduction in actual greens fees. Normally, there will be no discounts for tournaments unless the tournament meets one (1) or more of the following criteria:

- (1) The tournament is of national significance to Spokane.
- (2) The tournament played on a particular course will enhance the course's reputation and increase future business.
- (3) The City invites or hosts a particular tournament.
- (4) The tournament has a major financial impact to the economy of Spokane.

10 ~~PLAY~~ PASSES-CARD

Transferable
Non-refundable
Expires at the end of the season
May be used up to four (4) times per day
Must present ~~card-pass~~ at ~~register~~check in
These passes are n~~Not~~ valid for pre-booked tournaments

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Tab stops: 0.56", Left

ADULT/SENIOR ~~DISCOUNT~~ PLAYERS CARDS-PASSES

Non-transferable

Non-refundable

~~Must present ID card at register~~ ID may be required at check in

~~These passes are~~ is card not valid for pre-booked tournaments

~~Seniors must pay the adult rate prior to 2:00 p.m. Saturdays, Sundays, and~~
~~holidays~~

ADULT/SENIOR/JUNIOR
ANNUAL LOYALTY CARDS-PASSES

Non-transferable

Non-refundable

~~Must present ID card at register~~ ID may be required at check in

~~These passes are~~ is card not valid for pre-booked tournaments

~~Seniors must pay adult rate prior to 2:00 p.m. Saturdays, Sundays and~~
~~holidays~~

CITY OF SPOKANE PARKS AND RECREATION DIVISION ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1400-13-12
TITLE: GOLF POLICY & OPERATIONS MANUAL EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

1.1 This document sets forth the Spokane Parks and Recreation Division's policy and procedure for use of City golf courses by the public.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONSAFFECTED

This policy and procedure shall apply to all golf courses owned by the Spokane Parks and Recreation Division.

3.0 REFERENCES

City Charter Section 48. Park Board – Powers.

Rules of the Park Board Section 14, General Operating Policies and Procedures, Rulings, and Appeals

4.0 DEFINITIONS

None

5.0 POLICY

5.1 It is the policy of the Spokane Parks and Recreation Division to provide quality available golf at reasonable and fairly priced rates.

6.0 PROCEDURE

See Appendices

7.0 RESPONSIBILITIES

The Director of Parks and Recreation is responsible for administering this policy and procedure.

8.0 APPENDICES

Golf Division Policy & Operations Manual

APPROVED BY:

City Attorney

Date

Director
Parks and Recreation

Date

GOLF POLICY & OPERATIONS MANUAL

For Golf Professional / Staff Reference
Spokane Parks and Recreation Division
808 West Spokane Falls Boulevard
Spokane, Washington 99201

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GOLF PURPOSE AND GOALS

The Golf operates as an independent or Enterprise Fund. As such, the Golf entirely supports itself and does not depend on monies from the General Fund supported in part by taxpayers.

The Golf is responsible for the operation and maintenance of four (4) courses including Downriver Golf Course, Esmeralda Golf Course, Indian Canyon Golf Course and The Creek at Qualchan Golf Course.

The mission of the Golf is to provide quality available golf at reasonable and fairly priced rates.

GOALS:

To increase the Golf Reserve Fund in order to meet the demands of the golfing public. Golf will work to consistently ensure the highest quality playing conditions while striving to make continual capital improvements to each of the golf courses.

To continually attract new golfers to the game through junior lessons and programs directed by the City Parks and Recreation Program.

To cooperate with related agencies and organizations who promote, stimulate and develop the interest and furtherance of golf with service to the golfing public as the PRIME OBJECTIVE.

To participate in golf-related research studies, projects and professional organizations that provide new, improved concepts and methods in course maintenance and repair.

To provide the highest possible level of personnel efficiency in maintenance and operation at each course.

FACTUAL DATA

Spokane Municipal Golf Courses
SPOKANE PARKS AND RECREATION
Director of Parks and Recreation
Garrett Jones (509) 363-5462
808 West Spokane Falls Boulevard
Spokane, Washington 99201

DOWNRIVER GOLF COURSE

Address: 3225 North Columbia Circle
Telephone: (509) 327-5269
Professional: Steve Conner
Superintendent: Ben Nelson (509) 328-0919
Description: 6,130 Yards- Par 71

ESMERALDA GOLF COURSE

Address: 3933 East Courtland Avenue
Telephone: (509) 487-6291
Professional: Rob Sanders
Superintendent: Mike Vandervert (509) 483-1889
Description: 6,319 Yards- Par 70

INDIAN CANYON GOLF COURSE

Address: 1001 South Assembly Rd.
Telephone: (509) 747-5353
Professional: Doug Phares
Superintendent: Josh Harty (509) 838-2301
Description: 6,255 Yards- Par 71

THE CREEK AT QUALCHAN GOLF COURSE

Address: 301 East Meadowlane Road
Telephone: (509) 448-9317
Professional: Mark Gardner
Superintendent: Rob Decker (509) 448-2968
Description: 5,538-6,599 Yard- Par 72

GOLF SEASON

Each golf course will be open when it is determined, collaboratively, by the City Golf Manager, the Superintendent, and Golf Professional that play will not damage the course.

HOURS OF OPERATION

The golf course and clubhouse will be open during daylight hours during the regular golf season April 1 - October 31. In the shoulder season, golf course and clubhouse hours will be weather dependent. The golf course may be subject to closure any time during periods of extreme inclement weather.

REPORTS

In case of an accident or injury, a written report must be submitted by golf course personnel to the City Golf Manager within twenty-four (24) hours. Incident reports may be obtained through the Superintendent, Golf Professional, or the City Clerk's Office.

CLAIMS

All injury claims against the City must be processed through the City Legal Department. Forms may be obtained through the Golf Professional or the City Clerk's Office. The Golf Manager must be notified of all claims within twenty four (24) hours.

MEMORIALS AND/OR DONATIONS

Memorials and/or donations will be accepted at the City Golf Courses providing they meet the following requirements:

- (1) memorial or donation requests are made to the Director of Parks and Recreation in writing, including the type of improvement and location;
- (2) the minimum amount of an improvement is \$500.00; and
- (3) no recognition signage may be placed on the improvement. A case located in each clubhouse will list each memorial or donation.

CHECK COLLECTION GUIDELINES

The Parks and Recreation Division Accounting Office will attempt to collect on returned checks if the check has a current address and telephone number and is properly endorsed.

The Golf Professional will be responsible for payment of checks which were accepted without a current address and telephone number and which were not properly endorsed.

An additional NSF charge beyond the check amount may be added by the City Treasurer's Office and by any collection agency used to collect on the check.

The Parks and Recreation Division Accounting Office personnel will notify the Golf Professional involved with the additional amount needed to balance the weekly receipts as soon as a returned check is received from the Treasurer's office.

NIGHTLY RECONCILIATION

The daily tee sheet must be reconciled EACH night with the daily sales.

REFUNDS

Once the golf courses open, golf pass and/or cart permit refunds will only be allowed for extended illness or relocation out of the Spokane area and must be approved by the City Golf Manager. The remainder of the refund will be determined by pro-rating the usage of the pass.

Requests for refunds of golf passes and/or cart permits must include the pass or permit and a letter of justification signed and dated. Refunds will not be issued for 10 Play cards. These passes are transferable. Green fees will not be refunded unless approved by the Golf Professional for extenuating circumstances. Rain checks may be issued.

RAIN CHECKS

Rain checks are to be issued to a golfer who has run into unexpectedly poor weather conditions (heavy rain, very unusually high winds, snow) while out on the course and before they have completed over fifty percent (50%) of their paid round or who have been called away from the course due to an unforeseen emergency. Play started during inclement weather will not be issued a Rain Check. Players must pay the current nine-hole rate when using a rain check as part of a new 18-hole play. Rain checks are to be used during the season in which they are issued.

JUNIOR/SENIOR CITIZEN PROOF OF AGE

Seniors are eligible to purchase a pass the calendar year they turn sixty (60) years of age. Junior passes may be purchased if the golfer is currently enrolled in high school.

GOLF COURSE RULES

- (1) All golfers must register with the starter or pro-shop and procure a cash register receipt PRIOR to commencing play. Each golfer must show his or her receipt on the course when requested to do so by an authorized employee of the Spokane Parks and Recreation Division or pro shop staff.
- (2) No golfer may begin play at any hole other than the hole designated by the starter or pro-shop. The starting point shall be the first tee unless otherwise directed.
- (3) In order to speed up play, each golfer must possess his or her own set of golf clubs and bag. No sharing of clubs or bags is allowed.
- (4) No golfer may drive balls into golfers in front of him or her on the golf course, or hit a golf ball in any manner that may endanger other players or spectators.
- (5) Slow Play Enforcement:

First:	Warning to catch up.
Second:	Asked to pick up golf balls and catch up.
Third:	Asked to leave the course.
- (6) Golfers who have holed out must move away promptly and not obstruct the green. A golfer may not play more than one ball to the green. A golfer may not putt more than one ball on the green.
- (7) In order to maintain the golf course in the best possible condition, all golfers must:
 - (a) Replace divots.
 - (b) Rake tracks in traps.
 - (c) Repair ball marks on the green.
 - (d) Enter and leave traps at the lowest point.
 - (e) Refrain from wearing shoes with long hobnail spikes, ladies' high-heeled shoes or ripple-soled shoes on the golf course.
- (8) NO ANIMALS are permitted on golf course a premise, which includes but is not limited to the clubhouse and pro-shop, except that service animals may be permitted to assist a golfer.
- (9) Golfers shall not stop between nines.

- (10) Driving range balls must not be removed from the facility.
- (11) Golfers must wear shoes, shirts and shorts or pants while on the course, in the clubhouse and the restaurant.
- (12) Children under the age of ten (10) will not be permitted on the course unless accompanied by an adult. No child under the age of five (5) will be permitted on the playing area of the course. No child under the age of five (5) will be permitted on the hitting area of the driving range unless he or she are directly supervised. Age restrictions may be adjusted under the discretion of the Golf Professional.
- (13) The Golf Professional and Professional Staff have the right to refuse playing privileges to anyone who violates these rules, posted golf course rules, or the accepted rules of golf etiquette.
- (14) Excessive noise, throwing of clubs, use of profane language, or any other offensive behavior will not be permitted on the golf course at any time and may result in expulsion from the course.
- (15) Persons with significant medical disability that inhibits their ability to walk may apply for the use of a handicap flag. This flag on a cart (rental or privately owned) allows a player with a medical disability to drive the cart in areas that are typically considered "no cart" areas as long as the areas are dry, not steeply sloped and are farther than fifteen (15) feet from a putting surface or teeing area. No cart shall ever be driven across a tee or closer than fifteen (15) feet of a green. No cart shall ever be driven between a greenside bunker and a putting surface. Special privileges and responsibilities come with a handicap flag and failure to follow the restrictions listed above will place in jeopardy future granting of the flag privilege.

Only the Professional Staff in the golf shop shall grant the handicap flag privilege, and this privilege will not be unreasonably withheld.

Persons with disabilities requiring the use of a Solo Rider type vehicle in which the game is played in a seated position with a hydraulic seat will be allowed to drive in restricted areas provided the overall course condition is deemed dry enough to support the weight of the vehicle. Only the Professional Staff at the golf course may make this determination.

- (16) Knowledge, respect, and the use of the rules of golf will be expected from all golfers at all times.
- (17) Single players have no standing and must give way to properly constituted groups of players.

- (18) Persons will not be permitted on, in, or near the golf course after the hours of closure or after dark without permission of the Golf Professional.
- (19) All golf course rules must be observed at all times.
- (20) Unauthorized vehicles must be removed from golf course parking lots between sunset and sunrise.
- (21) Drinking in public:

Every person who drinks any intoxicating liquor in any public conveyance, except in a compartment or place where sold or served under the authority of a license lawfully issued, may be guilty of a misdemeanor under state law.

No person may possess or consume in any park any liquor, except as specifically authorized by law. Spokane Municipal Code section 12.06A.040

Intoxicating beverages can only be consumed if purchased at the golf course and consumed in accordance with course rules and the Golf Professional's liquor license. Any person caught with alcohol not purchased from the golf course will be asked to leave. The alcohol will not be returned to the owner. A minimum of two (2) employees will witness and document the destruction of the alcohol, which will occur in an administrative area of the facility. A report of the destruction shall be maintained.

HIGH SCHOOL GOLF RULES

- (1) It is the responsibility of the coach to assure that the Golf Professionals have a roster of the members for each golf team prior to the team's golf season. Playing privileges are limited to sixteen (16) team members, which include both boys and girls and one (1) coach.
- (2) Each high school will be allowed four (4) tee times, twice per week (the days to be determined by the Golf Professional). The Golf Professional will allow two (2) events per year, which will alternate between the courses. Matches and tournaments will go off the first tee (unless otherwise authorized by the Golf Professional) with a possible fee imposed for match and tournament play.
- (3) For the privilege of using the golf course, each player will be encouraged to volunteer three (3) days per season to assist with golf course maintenance, cleaning and/or improvements.
- (4) Team members must abide by the Spokane Parks and Recreation Division rules if they are to continue with their golf privileges. Any violation will result in immediate loss of golf privileges and possible team sanctions.

- (5) The coach is RESPONSIBLE FOR STARTING his or her team members and supervising their play. The coach must remind all team members to conduct themselves in an adult manner paying particular attention to replacing divots and repairing ball marks.
- (6) The coach must accompany the team to all practice sessions and matches. If the coach cannot be present, the coach must appoint another teacher to take his or her place or the team will not be allowed to practice. It is also advisable that coaches contact the Professionals prior to any meet. Only one (1) coach is allowed playing privileges.
- (7) High school draft golf schedules must be received by the fall prior to the upcoming school year for approval. Refer to GSL Joint Use Agreement.

POLICIES

GOLF LEAGUES

Golf league play will be allowed Monday through Friday, with a minimum of twenty (20) people necessary to form a league. The Golf Professional may book leagues prior to 4:00 p.m. during slow periods at his or her discretion.

MEN'S AND LADIES' CLUBS

The schedule for, men's clubs or ladies' clubs that play weekly, must be approved by City Golf Manager and Golf Professional.

FIVESOMES

Fivesomes are allowed solely at the discretion of the Professional. Fivesome restrictions will include, but not be limited to, after 11:00 a.m. on weekends and holidays and require the use of two (2) power carts.

PRIVATE GOLF CARTS

Privately owned power golf carts owners must pay the current annual Golf Cart Fee or the current Daily Golf Cart fee for nine (9) or eighteen (18) holes to operate on the courses. All golf cart owners must have minimum liability coverage of \$25,000 for the golf cart. Any person caught operating a power golf cart that is unable to furnish a daily receipt or annual golf cart pass on the course will be penalized as follows:

First offense: Payment of normal golf cart fee. Failure to pay this penalty will result in the indefinite suspension of golf privileges at all City Golf Courses.

Second offense: One (1) year suspension of all golf privileges at all City Golf Courses.

CART SPECIFICATIONS

The only vehicles permitted on the golf course apart from those maintenance vehicles deemed necessary and appropriate by the Course Superintendent, will be standard, four (4) wheeled, motor driven golf cart. The cart must be manufactured by a reputable golf cart maker, designed primarily for use as a golf cart on a golf course and shall not be unduly modified as to affect the vehicles' overall safety. Carts with lift kits are strictly forbidden. Additionally, the golf cart must have tires with a flat surface and a minimum tire width of eight (8) inches to prevent undue damage to the course. The Course Professional and/or the Course Superintendent can deny the use of any cart deemed to be dangerous to the riders or that presents an increased risk of turf damage to the golf course. Any other forms of golf vehicles must be authorized by City Golf Manager, Golf

Professional, and Superintendent.
ANNUAL PRIVATE GOLF CART PASS

The pass fee will be established each year by the Park Board.

Persons purchasing Annual Private Cart Permits must fill out annual cart permit forms in full, naming the insurance company covering for golf cart liability. The insured and City / Professional must BOTH sign this permit. This must be done each year.

PERMITS MUST BE AFFIXED TO THE CART. ANY CARTS WITHOUT AN AFFIXED PERMIT WILL BE REQUIRED TO PAY THE DAILY TRAIL FEE.

GOLFERS PLAYING WITHOUT PAYING

Anyone caught playing a City course without having first paid appropriate greens fees will be required to pay full green fees immediately. If payment is not made, the golfer will be asked to leave the course. If caught a second time, the golfer will be suspended from play on all City courses for one (1) year. When it is determined that a golfer has not paid adequate green fees, the Golf Professional must notify the Golf Manager so the name of the golfer can be circulated to the other course Professionals.

FREE GOLF

Free golf privileges will not be extended to any outside agencies or organizations.

GOLFERS WITH DISABILITIES

Golfers with disabilities may be entitled to discounts in accordance with the City of Spokane Administrative Policy and Procedure 1400-12-09.

WAIVER OF GOLF FEES

Complimentary golf will be extended to the following:

- (1) P.G.A. and L.P.G.A. Golf Professionals with a current P.G.A. and L.P.G.A. card, Golf Course Superintendents and Assistant Superintendents actively employed. Reservations for Course Superintendents and Assistant Superintendents must be made through the host Superintendent. This will be limited to twice monthly or with special permission of the Golf Professional.
- (2) Golf Course Superintendents and Assistant Superintendents and permanent golf staff while employed by the City. A complimentary golf card will be issued. A complimentary 20 play card will be issued for use by spouses or family members.
- (3) Designated Park and Recreation Division staff as approved by the Golf Manager.

- (4) The Professional's employees that work at least thirty (30) hours per week and play on the course where they are employed.
- (5) Seasonal golf course employees (names to be given to Professional). Privileges are valid only during non prime time and restricted to the course where they are employed. Prime time is defined as Fridays, Saturdays, Sundays and holidays before 1:00 p.m.
- (6) Complimentary golf is extended to the spouse and children of the four (4) Golf Professionals. Golf Professionals will be entitled to purchase seventy five (75) Play Passes at twenty five percent (25%) of current fee for promoting the golf course as well as for public relations. A complimentary golf ticket will also be issued for spouses of the Assistant P.G.A. Golf Professionals.
- (7) On special occasions, the Golf Manager may, in his or her sole discretion, provide a complimentary round of golf when such play is in the best interest of Golf. A complimentary pass will be issued to the person.

PROMOTING GOLF

In the spirit of the Purpose and Goals of this Policy & Operations Manual, the Golf Manager, in his or her sole discretion, may partner with related agencies and organizations to promote and increase rounds of play. In doing so, the Golf Manager has the ability to reduce green fees up to twenty percent of the current posted rate.

TWILIGHT NINE

The Twilight Nine is a discounted nine (9) hole round designed to promote play on slow evenings and to provide a lower-priced option for golf. The days of the week used will be determined by the individual Course Professional.

FEE SCHEDULE FOR NON SCHOOL DISTRICT #81 SCHOOLS

Golf teams from non School District #81 high schools, colleges, and universities will be allowed to purchase one hundred (100), one (1) - play passes per competitive season for seventy five percent (75%) of the current years' price of that pass. These passes are good only for practices and/or matches, as the host team is responsible to pay for other team members. Tee times are limited to space available and are to be coordinated with the individual golf professionals. Coaches playing with team members must redeem a one-play pass or pay regular greens fees. One (1) - play pass are to be used during competitive season only. A roster must be submitted to the Course Professional prior to playing season opening.

ONLINE TEE TIME RESERVATIONS (All Golf Courses)

Online tee times may be made 7 days in advance as desired at the posted rate and guaranteed with a credit card.

No-shows will be charged the current no show fee, unless cancelled at least twenty four (24) hours in advance.

Twenty four (24) hours' notice must be given to cancel or make changes to a tee time reservation. Tee times may also be changed or cancelled using the online reservations profile account. If the change or cancellation is not made within twenty four (24) hours, the credit card holder may be held responsible for all players in the group that did NOT show, and charged the no-show fee. If a foursome is booked online and less people will be showing up to play, the reservation should be changed online or by calling the golf course, or the credit card holder will be responsible for paying the no-show fee for each missing player.

GOLF MARSHAL

The Golf Marshals shall have the duty of enforcing these rules at all four (4) courses. The Marshals duties include: checking golfers on the course for possession of greens fees and trail fee receipts, ensuring cart passes are affixed to the cart, completing Incident Reports, helping to enforce all rules and regulations including those of golf etiquette, keeping play moving, and reporting to the Golf Professional and/or City Golf Manager, any problems that occur on the course.

(1) All marshals are required to work TWO 5 hour shifts per week to qualify for golfing privileges.

(2) Unlimited golfing privileges will only be granted at the course in which the marshal works.

(3) Additionally, marshals will be granted twenty (20) plays at the other City golf courses.

TOURNAMENTS

(1) In order to qualify for the tournament rate on weekends and holidays the group must be a minimum of forty (40) or more players.

(2) Discount rates for tournaments may be offered during slower times of the week.

TOURNAMENT CHARGING

As a matter of policy, the Park Board may modify greens fees for tournaments up to a fifty percent (50%) reduction in actual greens fees. Normally, there will be no discounts for tournaments unless the tournament meets one (1) or more of the following criteria:

- (1) The tournament is of national significance to Spokane.
- (2) The tournament played on a particular course will enhance the course's reputation and increase future business.
- (3) The City invites or hosts a particular tournament.
- (4) The tournament has a major financial impact to the economy of Spokane.

10 – PLAY PASSES

Transferable
Non-refundable
Expires at the end of the season
May be used up to four (4) times per day
Must present pass at check in
These passes are not valid for pre-booked tournaments

ADULT/SENIOR PLAYERS PASSES

Non-transferable
Non-refundable
ID may be required at check in
These passes are not valid for pre-booked tournaments

ADULT/SENIOR LOYALTY PASSES

Non-transferable
Non-refundable
ID may be required at check in
These passes are not valid for pre-booked tournaments

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Feb. 5, 2020		
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)	Spokane County Park Plan resolution/Beacon Hill Trail System		
Begin/end dates	Begins: Feb. 13, 2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Spokane County Parks staff will present on the Beacon Hill Master Plan which was recently adopted by the Spokane County Commissioners and Spokane County Park Advisory Board. The Park Board will be asked to also adopt this master plan.			
Motion wording: To approve a resolution to adopt a portion of 2020 Spokane County Park Plan pertaining to Beacon Hill specific projects in the Beacon Hill and Camp Sekani areas (no cost)			
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: _____ <div style="float: right; text-align: right;"> Nick Hamad Paul Knowles -- pknowles@spokanecounty.org </div>			
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>			

CITY OF SPOKANE PARK BOARD

RESOLUTION

A RESOLUTION accepting portion of the 2020 Spokane County Park Plan Pertaining to the Beacon Hill Trail System and associated properties.

WHEREAS, under the City Charter, the Spokane Park Board has exclusive jurisdiction and control over city park land and facilities located within and outside the City of Spokane, and

WHEREAS, the Park Board recognizes the outdoor recreational importance and value of the Beacon Hill area for hiking, trail running, mountain biking, disc golf, kayaking on the Spokane River, and other recreational activities, and

WHEREAS, the City of Spokane owns land in the Beacon Hill area that has been acquired and funded through the Spokane County Conservation Futures program and through dedication by previous property owners, some of which land is outside the city limits of the City of Spokane and all of which is subject to Park Board control and authority, and

WHEREAS, the Park Board has previously approved future acquisitions of additional properties in the Beacon Hill area if acquired through the County Conservation Futures program or other grant opportunities, and

WHEREAS, the Park Board previously adopted the 2016 Beacon Hill Trail System Preservation Plan as an advisory guide towards the future Park Board decisions related to the preservation, maintenance, acquisitions, and expansion of City of Spokane park facilities and land in the Beacon Hill area, and

WHEREAS, the Park Board recognizes the identification of useful future land acquisitions and essential multi-party management agreements as set forth in the 2016 Beacon Hill Trail System Preservation Plan, and

WHEREAS, Spokane County has over the last year led a public process to examine the entire county, incorporated and unincorporated, with regards to public open space goals, policies, and levels of service, culminating in the development of the Spokane County 2020 Parks, Recreation & Open Space Plan, and

WHEREAS, public input expressing desire for the expansion and preservation of the Beacon Hill Trail System and associated properties was consistently obtained by Spokane County staff during park and open space planning, and

WHEREAS, the City of Spokane Parks and Recreation Division is actively engaged in updating its Parks and Public Open Space Master Plan, and as pertains to the Beacon Hill

Trail System as associated lands, does not desire to duplicate public engagement and planning recently completed by Spokane County staff, and

WHEREAS, the Park Board supports the efforts to connect public lands within the Beacon Hill Trail System through the purchase of private land from willing sellers as set forth in the Spokane County 2020 Parks, Recreation & Open Space Plan, and

WHEREAS, the Park Board recognizes the value in continued partnership with other jurisdictions and organizations to meet the shared goals outlined for the Beacon Hill Trail System,

NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane Park Board that the Spokane Park Board hereby accepts and adopts policies 5.9 and 5.10 of the of the Spokane County 2020 Parks, Recreation & Open Space Plan which pertain to the Beacon Hill Trail System and associated properties and hereby incorporates those policies into the City of Spokane Park Department policies.

ADOPTED BY THE PARK BOARD ON _____

Attest:

Park Board President
Approved as to form:

City Clerk

Assistant City Attorney

EXCERPT FROM COUNTY PARKS, RECREATION AND OPEN SPACE PLAN

- PO.3.7 Where current level of service within an Urban Growth Area is zero or deficient, staff should analyze that UGA to determine if current population is either deficient to warrant a new community park and/or is being served sufficiently by adjacent jurisdiction(s).
- PO.3.8 Existing community parks should be systematically updated and enhanced to meet current and future needs as well as current standards, including compliance with the Americans with Disabilities Acts et seq.
- PO.3.9 When planning enhancements for a County community park, Spokane County should prioritize (1) the addition, enhancement and replacement of restrooms, (2) addition of nature-play playground features, (3) enhancement landscaping and (4) the creation of off-leash areas for dogs (where feasible).

Goal

- PO.4 Enhance Spokane County's regional parks through the pursuit of publicly-developed master plans and implementation of the recommendations therein.**
 - PO.4.1 Support the implementation of the Liberty Lake Regional Park Master Plan (2018) and the recommendations therein.
 - PO.4.2 Support and pursue the development of masters plans for Bear Lake, Fish Lake, Gateway and Plante's Ferry regional parks starting with Bear Lake.
 - PO.4.3 Master plans developed for each regional park should consider local / neighborhood use and well as regional visitor use when proposing enhancements.
 - PO.4.4 Spokane County should consider purchase or acceptance of land adjacent to regional parks if land would directly support recommendations in a respective park's master plan.
 - PO.4.5 Where practical and supported by an approved master plan, regional park enhancements should help maintain a level of service (LOS) goal of 0.32 campsites per 1,000 Spokane County residents through the addition of camp / RV sites.
 - PO.4.6 When planning enhancements for a County regional parks, Spokane County should prioritize (1) the expansion and enhancement of non-motorized trails, (2) the enhancement or replacement of restrooms, (3) enhancement of water access, swimming areas and docks and (4) enhancement of day-use areas.

Goals

- PO.5 Support and pursue the expansion and connection of open space areas and corridors that ensure long-term viability and connectivity for wildlife & trail-based recreation in Spokane County.**

Policies

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

- PO.5.2 Utilize the Conservation Futures Tax (CFT) to purchase, preserve, and protect critical habitat and open space corridors throughout Spokane County.
- PO.5.3 Consider other funding mechanisms to support continued acquisition and maintenance of open space, including Real Estate Excise Tax (RCW 82.46.070).
- PO.5.4 Continue to acquire and support efforts to preserve and connect Dishman Hills Natural Area with Dishman Hills Conservation Area (Iller Creek Unit), expand existing preserved areas within this corridor and provide access to the public through a system of developed trailheads designed to serve multiple communities.
- PO.5.5 Support efforts to acquire and preserve land along the Lower Little Spokane River to expand the Little Spokane River Natural Area and the current water trail system therein from St. George's School to Fairwood.
- PO.5.6 Continue to acquire and support efforts to preserve land around Mica Peak to expand Liberty Lake Regional Park and Mica Peak Conservation Area. This effort should be coordinated with Inland Empire Paper, Washington State DNR and other major land owners in this focus area.
- PO.5.7 Continue to acquire and preserve property within the Antoine Peak to Mount Spokane corridor by expanding existing public lands (e.g. McKenzie Conservation Area and Antoine Peak Conservation Area) and connecting them to nearby commercial timber company lands to maintain viable wildlife and future trail-based recreation corridors.
- PO.5.8 Support efforts to connect Palisades Park with Riverside State Park through the acquisition and preservation of land.
- PO.5.9 Support efforts to connect public land within Beacon Hill through the purchase of private land from willing sellers.
- PO.5.10 Partner with other jurisdictions and organizations to meet shared goals for preserving open space lands and corridors and public access to those lands throughout Spokane County.
- PO.5.11 Whenever possible, identify and apply for grant opportunities using CFT or other funding sources as match to facilitate acquisition of properties on the Conservation Futures Prioritized Acquisition List.
- PO.5.12 Utilize the Spokane County Critical Areas Ordinance, the Spokane County Comprehensive Plan (and Zoning Code), the Spokane Regional Trails Plan, and other agency plans or data sets to help prioritize areas for open space acquisition/preservation.
- PO.5.13 Consider additional means for funding and preserving open space within Spokane County such as the transfer of development rights (TDR), donations (land and monetary), development impact (mitigation) fees, Department of Natural Resources (DNR) Trust Land Transfer Program, formation of a park district, acquisition by other jurisdiction/organization.



Saltese Uplands Conservation Area



Project Area as
Described in County
Park Plan PO.5.9

Green shaded areas currently
owned by City or County

Hatched areas on County
conservation futures
acquisition list

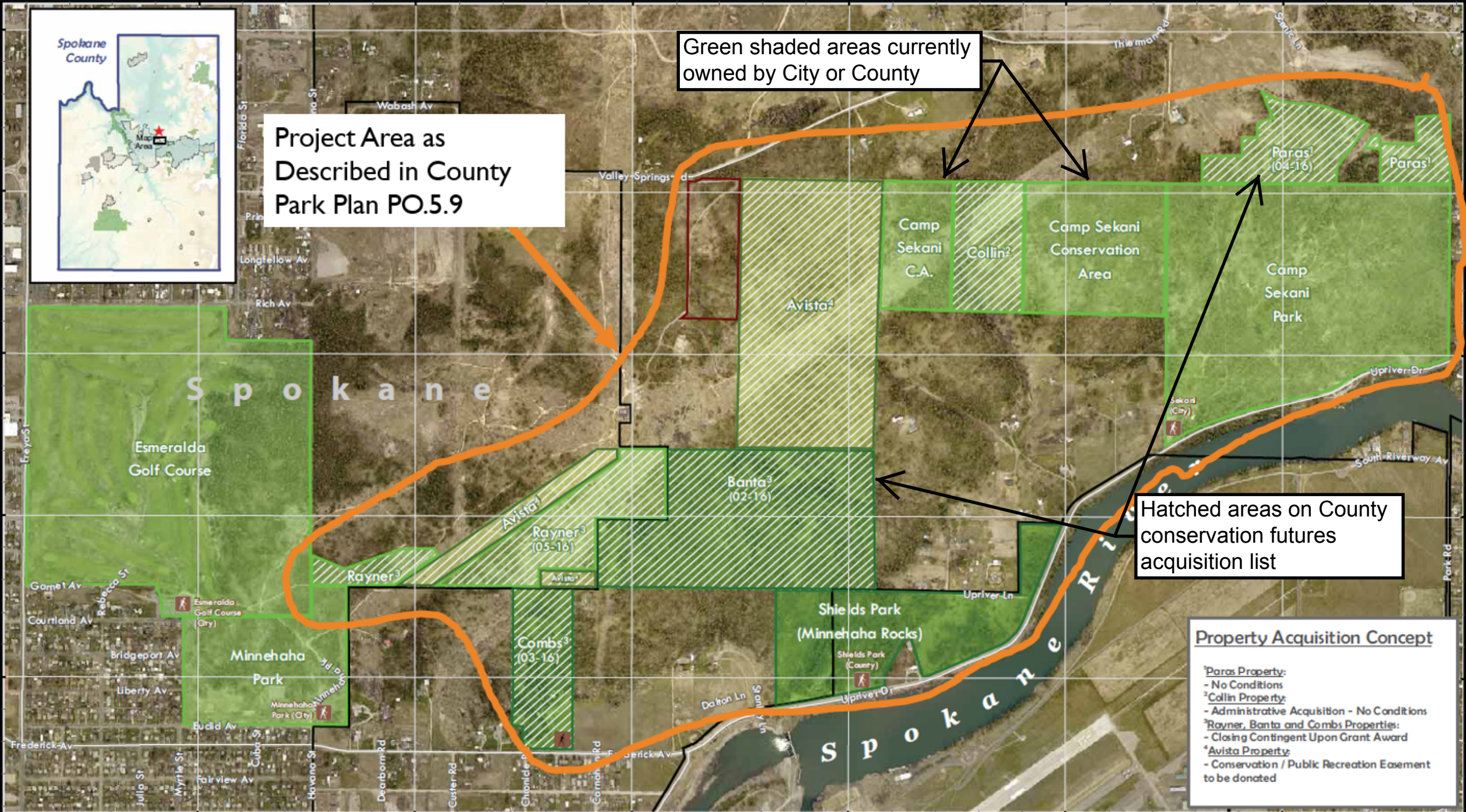
Property Acquisition Concept

¹Paras Property:
- No Conditions

²Collin Property:
- Administrative Acquisition - No Conditions

³Rayner, Banta and Combs Properties:
- Closing Contingent Upon Grant Award

⁴Avista Property:
- Conservation / Public Recreation Easement
to be donated



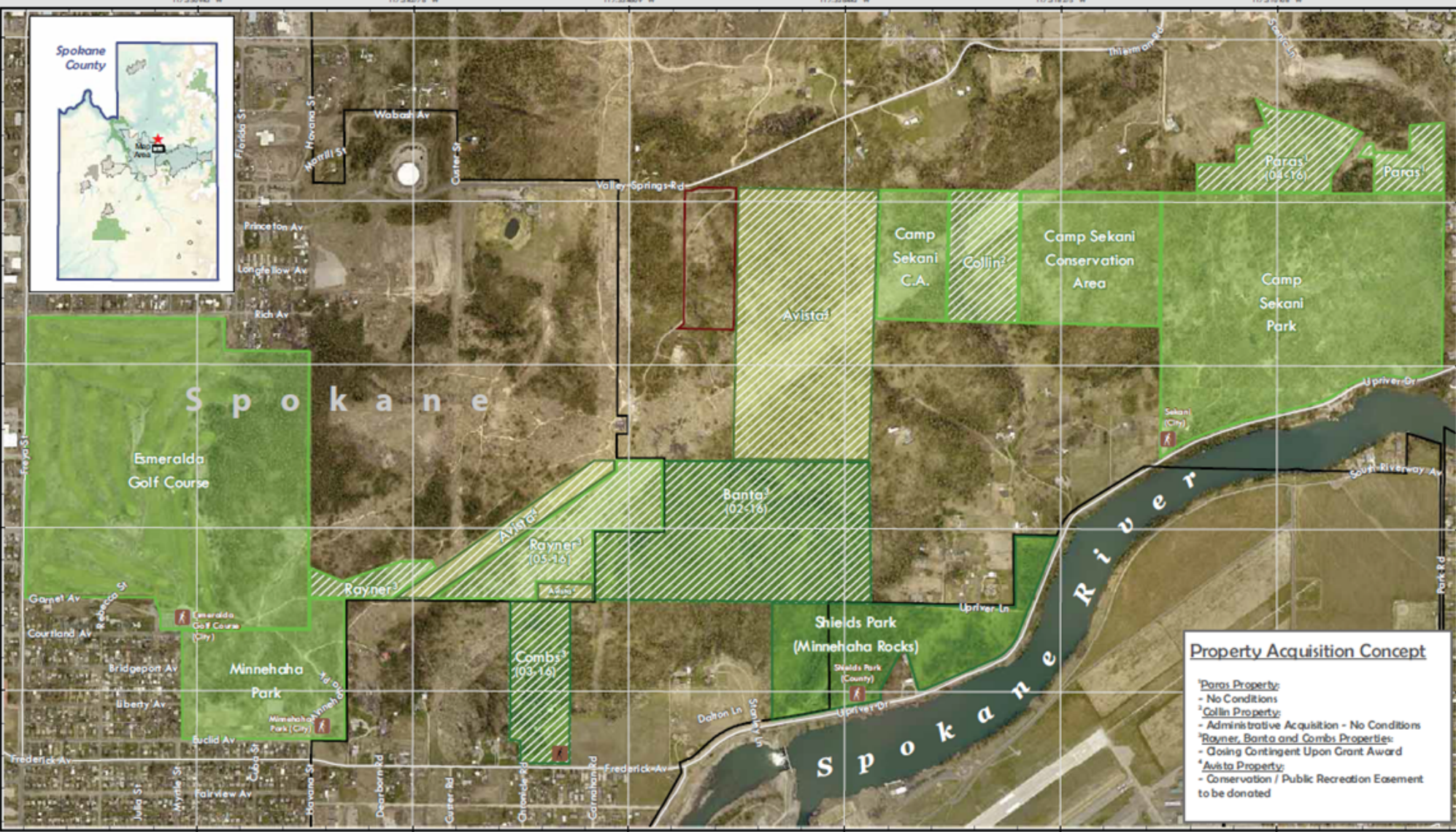
Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Feb. 5, 2020		
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)	Conservation Futures - Beacon Hill property ownership/Rayner and Collin properties		
Begin/end dates	Begins: Mar. 1, 2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: <p>The Paras property (04.16) was accepted for possible ownership by the Park Board in August of 2016. If successfully acquired, the Paras, Rayner and Collin properties shall complete the connectivity at Beacon Hill and be used and managed in perpetuity for passive non-motorized recreation by the public. The area will continue to be maintained through the agreement with Evergreen East Mountain Bike Alliance in such manner as to preserve the natural resources of the City Properties.</p> <p>(Property Acquisition Questionnaires, Map and Conservation Futures Acquisition List attached)</p>			
Motion wording: To approve the ownership of the properties by the city if the properties are acquired through the Conservation Futures Program.			
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: _____			
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>			

Spokane County



Property Acquisition Concept

- ¹Paras Property:
- No Conditions
- ²Collin Property:
- Administrative Acquisition - No Conditions
- ³Rayner, Banta and Combs Properties:
- Closing Contingent Upon Grant Award
- ⁴Avista Property:
- Conservation / Public Recreation Easement to be donated

- Existing County Parks
- Existing City Parks
- Municipal Boundaries
- Banta, Combs Properties - To be acquired by County
- Paras, Collin, Rayner Properties - To be acquired by City
- Avista - Conservation / Public Recreation Easement to be Donated
- Beacon Hill Nomination 06-18 - not part of Concept

- Existing Trailheads
- Future Trailhead

Beacon Hill Conservation Futures

- Project Illustration -



Spokane County
Geographic Information Systems
Map Produced: December 2019



Exhibit C - 2016 Conservation Futures Prioritized Acquisition List - Final Recommendation

Please Note: **Final Recommendation:** The Land Evaluation Committee took into account the results of the evaluation criteria along with public input, their experience on each nominated site and the Staff Recommendation, which took into account title reports, review of existing legal agreements affecting properties, potential funding sources, and other factors. ***Administrative Acquisition:** Nominations identified for Administrative Acquisition will be pursued by staff utilizing the process described in the 2016 Program Overview pending availability or satisfaction of contingencies as described below to solve critical existing issues related to the access and management of existing public parklands.

Status Update	Nomination Name	Ranking	Future Ownership	Property Description	Ranking Notes / Contingencies
	Liberty Lake 19-16	*Administrative Acquisition	City of Liberty Lake	23.1 acre property inside the City of Liberty Lake	Considering the real potential to provide and preserve a critical public access connection to Saltese Uplands Conservation Area from the City of Liberty Lake and to address current trespassing issues, this property is to be pursued through the Administrative Acquisition Process <u>contingent</u> upon the City of Liberty Lake obtaining all public trail easements or property necessary to physically connect this nomination to Saltese Uplands C.A. The City of Liberty Lake is asking for 50% of the purchase price to be reimbursed by Conservation Futures.
	Beacon Hill "Collin Property"	*Administrative Acquisition	City of Spokane	18.56 acre property between two Conservation Futures-purchased, City owned parcels.	"Collin Property" Acquisition of this property would resolve a long-standing legal access issue to a Conservation Futures-acquired property (Camp Sekani Conservation Area). Currently, a parcel acquired by CF has no legal access. The purchase of this property would connect two CF-acquired properties, resolving a legal access issue (where there currently is none) for the City of Spokane Parks and Recreation Department.
	Beacon Hill 04-16	1	City of Spokane	19.7 acre property adjacent to Camp Sekani Park. Contains upper portion of Sekani Downhill Bike Course.	"Paras Property"
	Beacon Hill 02-16	2	Spokane County	70 acre property adjacent to John C. Shields Park in Beacon Hill area.	"Banta Property"
	Beacon Hill 03-16	3	Spokane County	20 acre property that's part of the Beacon Hills Trail System.	"Combs Property"
	Beacon Hill 05-16	4	City of Spokane	31.5 acre property that's part of the Beacon Hills Trail System.	"Rayner Property"
	Latah Creek 17-16	5	City of Spokane	47 acre property adjacent to High Drive Park on Latah Creek.	
	Little Spokane 23-16	6	Spokane County	95 acre property on the Little Spokane River.	
	High Drive 15-16	7	City of Spokane	22.7 acre property adjacent to Hangman Park.	
	Little Spokane 22-16	8	Spokane County	230 acre property adjacent to Van Horn, Edburg & Bass Conservation Area.	This ranking is contingent upon no fee access for maintenance vehicles to the property via Riverbluff Ranch HOA.
	Dishman Hills 07-16	9	Spokane County	34 acre property within the Dishman Hills.	
	Liberty Lake 20-16	10	Spokane County	268 acre property adjacent to Liberty Lake Regional Park.	

Exhibit C - 2016 Conservation Futures Prioritized Acquisition List - Final Recommendation

Please Note: **Final Recommendation:** The Land Evaluation Committee took into account the results of the evaluation criteria along with public input, their experience on each nominated site and the Staff Recommendation, which took into account title reports, review of existing legal agreements affecting properties, potential funding sources, and other factors. ***Administrative Acquisition:** Nominations identified for Administrative Acquisition will be pursued by staff utilizing the process described in the 2016 Program Overview pending availability or satisfaction of contingencies as described below to solve critical existing issues related to the access and management of existing public parklands.

Status Update	Nomination Name	Ranking	Future Ownership	Property Description	Ranking Notes / Contingencies
	Fancher 14-16	11	TBD	85.3 acre property north east of Beacon Hill	
	Dishman Hills 12-16 A	12	TBD	90 acre property adjacent to Dishman Hills Conservation Area - Iller Creek Unit.	
	Palisades - 27-16	13	TBD	Palisades Park Inholding.	
	Dishman Hills 10-16	14	TBD	100 acre property adjacent to Stevens Creek Trailhead (Dishman Hills Conservation Area - Iller Creek Unit).	
	Little Spokane 21-16	15	TBD	7 acre property adjacent to Haynes Conservation Area	
	Liberty Lake 18-16	16	TBD	138 acre property adjacent to Liberty Lake Regional Park	
	Dishman Hills 13-16	17	TBD	138 acre property southwest of Dishman Hills Conservation Area - Iller Creek Unit	
	Beacon Hill 06-16	18	TBD	15 acre property that's part of the Beacon Hill Trail System	
	Palisades - 26-16	19	TBD	Palisades Park Inholding	
	Palisades - 29-16	20	TBD	Palisades Park Inholding	
	Palisades - 30-16	21	TBD	Palisades Park Inholding	
	Palisades - 31-16	22	TBD	Palisades Park Inholding	
	Palisades - 32-16	23	TBD	Palisades Park Inholding	
	Palisades - 33-16	24	TBD	Palisades Park Inholding	
	Palisades - 34-16	25	TBD	Palisades Park Inholding	
	Dishman Hills 11-16	26	TBD	4 acre addition to Dishman Hills Conservation Area - Glenrose Unit.	
	Palisades - 35-16	27	TBD	10 acre addition to Palisades Park	
	Palisades - 36-16	28	TBD	22 acre property north of Palisades Park	
	Dishman Hills 09-16	29	TBD	146 acre property southwest of Dishman Hills Conservation Area - Iller Creek Unit	
	Peone 38-16	30	TBD	Peone Park Inholding	
	Palisades - 28-16	31	TBD	Palisades Park Inholding	
	Indian Trail 16-16	32	TBD	Indian Trail Park Inholding	
	Peone 37-16	33	TBD	Peone Park Inholding	

Property Acquisition Questionnaire

Beacon Hill – Rayner Property – 31.05 acres

Portion of Parcel 35023.0021 - 6.5 acres

Portion of Parcel 35023.0020 – 15.6 acres

Parcel 35024.0029 – 8.95 acres

1. Does acquisition have support of neighborhood organizations and citizens? **Yes**

Comments: Individuals have testified in favor of acquiring this property through Conservation Futures. Organizations expressing support for this acquisition include the Evergreen East Mountain Biking Alliance, Avista Corporation, Spokane County, the Inland Northwest Lands Conservancy, and subject property owners.

2. Does acquisition serve unmet needs? **Yes**

Comments: The property would secure permanent public access to the existing Beacon Hill Trail System by acquiring undeveloped private property currently hosting a large portion of the trail system. Acquisition would prevent future development which could displace existing trails. Preserving this property also assists in protecting wildlife habitat.

3. Does acquisition rely on Park funding, have an outside funding source, or is it being donated? (How much Park funding would be Required): **No park funding required.**

Comments: **Acquisition would be funded by Conservation Futures.**

4. Does acquisition incur new maintenance responsibilities or other on-going costs or require development or improvements? (Estimated cost:): **No park funding required for maintenance or development.**

Comments: Maintenance costs would be offset by Conservation Futures maintenance funds. Maintenance activities and any additional maintenance funding would be secured and performed by the Evergreen East Mountain Biking Alliance per existing agreement.

5. Does acquisition appeal to narrow population base or potentially all citizens of Spokane? [Property would appeal to variety of users.](#)

Comments: [Property has appeal for trail use \(hikers and bikers\), nearby residents, bird and wildlife watchers, and wildlife habitat.](#)

6. Is acquisition accessible to public? [Yes](#)

Comments: [Property can be access on foot or by bicycle from vehicular parking lots/trailheads at Minniehaha Park, Shields Park and Camp Sekani Park parking lots. Property can also be accessed from Beacon Hill Trail system.](#)

7. Does acquisition enhance or benefit existing park land? [Yes](#)

Comments: [Property is adjacent to existing park owned properties \(Minniehaha Park, and Esmeralda Golf Course, and would expand public park ownership eastward toward Camp Sekani Park.](#)

8. Does property have any special or unique features or cultural significance that should be preserved and make it more desirable? [Yes](#)

Comments: [Property is listed as priority habitat for cooper's hawk & red-tail hawk nesting ground, pygmy owl, great horned owl, and swa-whet owl, white tailed deer winter range, and is listed as remnant ponderosa pine preservation area surrounded by urban and rural development. DNR non-fish bearing streams are present on portions of the property.](#)

9. Does acquisition have any liabilities (i.e. hazmat, unwanted structures, or immediate improvements needed) or use restrictions? (identify liabilities: [Shoreline buffers for non-fish bearing streams.](#)__

Comments: No unwanted structures or immediate improvements needed. Stream buffers (where present) limit development within those zones. No structures or development is proposed within stream buffers. Existing utility lines present on property. Avista crews will require occasional property access to maintain equipment.

10. Does the acquisition have potential to generate new revenues for Park Fund? (anticipated revenue:) No new revenues anticipated.

Comments: There are no identified opportunities for revenue at this time. Purchase through Conservation Futures would limit development and some uses.

11. Is the property within the City limits? Yes.

Comments: Yes, all 31.05 acres are within the City limits

12. Does the property function as a buffer or habitat corridor to enhance and preserve environmentally sensitive areas such as wetlands, groundwater recharge areas, or flora and fauna? Yes

Comments: Property is listed as priority habitat for cooper's hawk & red-tail hawk nesting ground, pygmy owl, great horned owl, and swa-whet owl, white tailed deer winter range, and is listed as remnant ponderosa pine preservation area surrounded by urban and rural development. DNR non-fish bearing streams are present on portions of the property

13. Is there potential threat of non-compatible development and loss of public use? Yes.

Comments: As privately owned land, public use is not permissible. Most of the land is currently zoned for residential single family use and some are zoned for residential multi-family use. All land could be developed for housing, which could potentially eliminate all trails and outdoor public recreational value on the property.

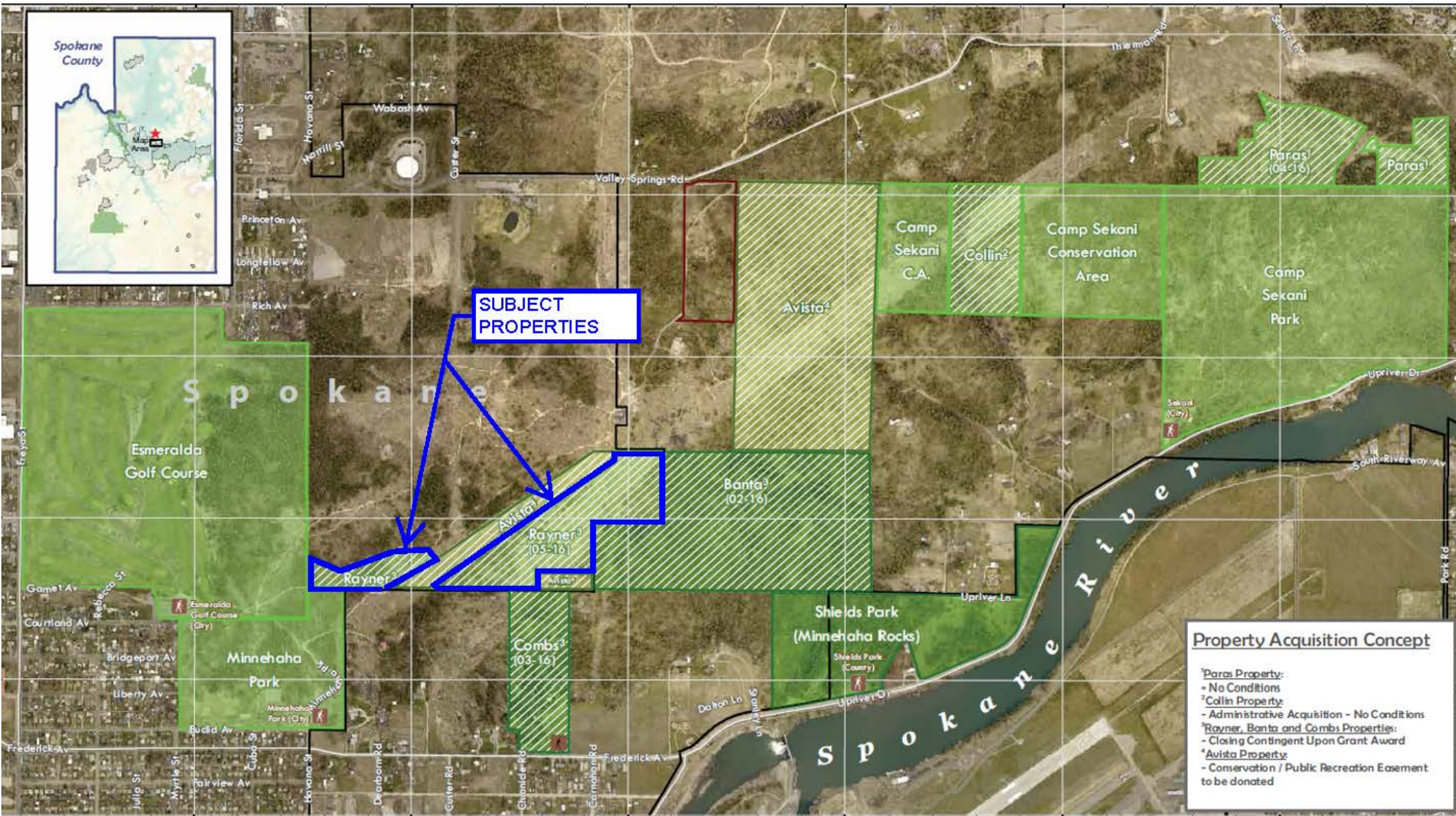
14. Would acquiring property reduce tax revenues? (assessed value is currently: \$199,500) Yes

Comments: Assessed value assumes undeveloped property. Property owner estimates may value property significantly higher. Value is highly dependent on potential for development and will be determined by County during acquisition process.

Other comments, special circumstances, or considerations:

Acquisition of this property, and others, is a part of a multi-agency campaign to secure public access to the entire Beacon Hill Trail System. The City of Spokane Park Board and its partners previously adopted the 2016 Beacon Hill Trail System Preservation Plan which outlines in detail the properties proposed for public acquisition. City ownership of the properties listed on this form was recommended by the aforementioned trail preservation plan. The Spokane County Conservation Futures program is the primary funding mechanism to acquire these properties. If acquired, ownership of the properties will be transferred to the City of Spokane.

Beacon Hill 05-16



Property Acquisition Questionnaire

Beacon Hill – Collin Property – 18.6 acres
Entire Parcel 35012.9023

1. Does acquisition have support of neighborhood organizations and citizens? **Yes**

Comments: Individuals have testified in favor of acquiring this property through Conservation Futures. Organizations expressing support for this acquisition include the Evergreen East Mountain Biking Alliance, Avista Corporation, Spokane County, the Inland Northwest Lands Conservancy, and subject property owner.

2. Does acquisition serve unmet needs? **Yes**

Comments: The property would secure permanent public access to the existing Beacon Hill Trail System by acquiring undeveloped private property currently hosting a large portion of the trail system. Acquisition would prevent future development which could displace existing trails. Preserving this property also assists in protecting wildlife habitat.

3. Does acquisition rely on Park funding, have an outside funding source, or is it being donated? (How much Park funding would be Required): **No park funding required.**

Comments: **Acquisition would be funded by Conservation Futures.**

4. Does acquisition incur new maintenance responsibilities or other on-going costs or require development or improvements? (Estimated cost:) **No park funding required for maintenance or development.**

Comments: Maintenance costs would be offset by Conservation Futures maintenance funds. Maintenance activities and any additional maintenance funding would be secured and performed by the Evergreen East Mountain Biking Alliance per existing agreement.

5. Does acquisition appeal to narrow population base or potentially all citizens of Spokane? [Property would appeal to variety of users.](#)

Comments: [Property has appeal for trail use \(hikers and bikers\), nearby residents, bird and wildlife watchers, and wildlife habitat.](#)

6. Is acquisition accessible to public? [Yes](#)

Comments: [Property can be access on foot or by bicycle from vehicular parking lots/trailheads at Minniehaha Park, Shields Park and Camp Sekani Park parking lots. Property can also be accessed from Beacon Hill Trail system.](#)

7. Does acquisition enhance or benefit existing park land? [Yes](#)

Comments: [Property is adjacent to existing park owned properties \(Camp Sekani Conservation Area, and would connect public park ownership from Camp Sekani Park connect to Avista property and additional public lands to the West.](#)

8. Does property have any special or unique features or cultural significance that should be preserved and make it more desirable? [Yes](#)

Comments: [Property is listed as priority habitat for cooper's hawk & red-tail hawk nesting ground, pygmy owl, great horned owl, and swa-whet owl, white tailed deer winter range, and is listed as remnant ponderosa pine preservation area surrounded by urban and rural development. DNR non-fish bearing streams are present on portions of the property.](#)

9. Does acquisition have any liabilities (i.e. hazmat, unwanted structures, or immediate improvements needed) or use restrictions? (identify liabilities: [Existing utility lines.](#)

Comments: No unwanted structures or immediate improvements needed. Stream buffers (where present) limit development within those zones. No structures or development is proposed within stream buffers. Existing utility lines present on property. Existing utility lines present on property. Avista crews will require occasional property access to maintain equipment.

10. Does the acquisition have potential to generate new revenues for Park Fund? (anticipated revenue:) No new revenues anticipated.

Comments: There are no identified opportunities for revenue at this time. Purchase through Conservation Futures would limit development and some uses.

11. Is the property within the City limits? No.

Comments: No, all 18.6 acres are outside the City limits but within the Beacon Hill Trail System management area. Property is adjacent to the Camp Sekani Park Conservation Property.

12. Does the property function as a buffer or habitat corridor to enhance and preserve environmentally sensitive areas such as wetlands, groundwater recharge areas, or flora and fauna? Yes

Comments: Property is listed as priority habitat for cooper's hawk & red-tail hawk nesting ground, pygmy owl, great horned owl, and swa-whet owl, white tailed deer winter range, and is listed as remnant ponderosa pine preservation area surrounded by urban and rural development. DNR non-fish bearing streams are present on portions of the property

13. Is there potential threat of non-compatible development and loss of public use? Yes.

Comments: As privately owned land, public use is not permissible. Most of the land is currently zoned for residential single family use and some is zoned for residential multi-family use. All land could be developed for housing, which could potentially eliminate all trails and outdoor public recreational value on the property.

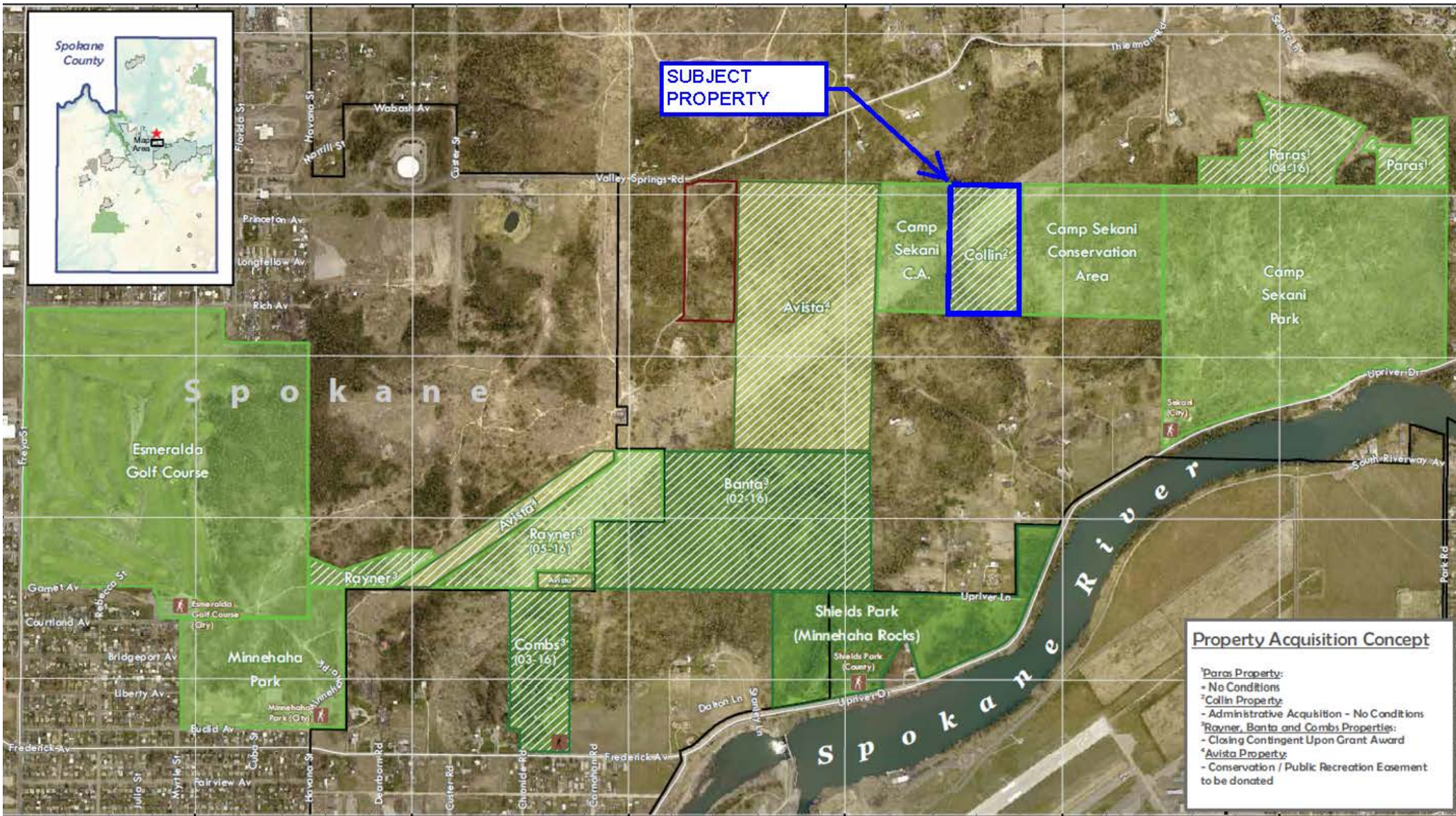
14. Would acquiring property reduce tax revenues? (assessed value is currently: \$179,530) Yes

Comments: Assessed value assumes undeveloped property. Property owner estimates may value property significantly higher. Value is highly dependent on potential for development and will be determined by County through appraisal during acquisition process.

Other comments, special circumstances, or considerations:

Acquisition of this property, and others, is a part of a multi-agency campaign to secure public access to the entire Beacon Hill Trail System. The City of Spokane Park Board and its partners previously adopted the 2016 Beacon Hill Trail System Preservation Plan which outlines in detail the properties proposed for public acquisition. City ownership of the properties listed on this form was recommended by the aforementioned trail preservation plan. The Spokane County Conservation Futures program is the primary funding mechanism to acquire these properties. If acquired, ownership of the properties will be transferred to the City of Spokane.

COLLIN PROPERTY



07/12/16
SB

AGENDA SHEET FOR PARKBOARD MEETING OF: July 14, 2016

Submitting Division
Parks & Recreation

Contact Person
Al Vorderbrueggen

Phone No.
363-5464

**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 2016-0602

AGENDA WORDING:

Approval by Park Board to receive the Beacon Hill Trail System Preservation Plan as updated, with attached supporting Park Board Resolution.

BACKGROUND:

(Attach additional sheet if necessary)

Park Board Resolution and Trail Plan are Attached

RECEIVED

JUL 22 2016

CITY CLERK'S OFFICE

RECOMMENDATION:

Park Board Approval of supporting Resolution

Fiscal Impact:

Expenditure: \$0

Revenue: \$0

Budget Account:

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

SIGNATURES:

Requestor - Al Vorderbrueggen

Dept. Mgr. - Al Vorderbrueggen

Director of Parks and Recreation

Parks Accounting - Nicole Edwards

Legal Dept. -

DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant

Requester: Al Vorderbrueggen

gjones@spokanecity.org

PARK BOARD ACTION:

APPROVED BY
 SPOKANE PARK BOARD:

July 14, 2016

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution supporting and recognizing the Beacon Hill Trail Preservation Plan prepared by the Evergreen Mountain Bike Alliance, Eastern Washington Chapter.

WHEREAS, under the City Charter, the Spokane Park Board has exclusive jurisdiction and control over city park land and facilities located within and outside the City of Spokane, and

WHEREAS, the City of Spokane owns land in the Beacon Hill area that has been acquired and funded through the Spokane County Conservation Futures program and through dedication by previous property owners, some of which land is outside the city limits of the City of Spokane and all of which is subject to Park Board control and authority, and

WHEREAS, the City of Spokane Parks and Recreation Department (the "Department") operates and maintains in partnership with several recreation groups Camp Sekani and other park properties for outdoor recreation activities in the Beacon Hill area, and

WHEREAS, the Park Board recognizes the outdoor recreational importance and value of the Beacon Hill area for hiking, trail running, mountain biking, disc golf, kayaking on the Spokane River, and other recreational activities, and

WHEREAS, the Evergreen Mountain Bike Alliance over the last year has led a public process to develop the Beacon Hill Trail Preservation Plan that included recreational users, private property owners, Spokane County Parks and Recreation and the City of Spokane Parks and Recreation, and

WHEREAS, the Evergreen Mountain Bike Alliance has briefed the Land Committee of the Park Board throughout the process of developing the Beacon Hill Trail Preservation Plan, and

WHEREAS, the Park Board recognizes the value of planning for the Beacon Hill area, the identification of useful future land acquisitions, and the identification of essential multi-party management agreements, all as set forth in the Beacon Hill Trail Preservation Plan, and

WHEREAS, the Park Board acknowledges that any recognition of the Plan is merely advisory only, and such recognition does not bind any owners of land identified in the Beacon Hill Trail Preservation Plan, whether public or private, and

WHEREAS, the Department's implementation of the Beacon Hill Trail Preservation Plan shall be subject to existing and future Park Board policies and procedures relating to the acquisition and maintenance of park facilities and land,

NOW THEREFORE, IT IS HEREBY RESOLVED by the Park Board to utilize the Beacon Hill Trail Preservation Plan as an advisory guide towards future Park Board decisions relating to the preservation, maintenance, acquisitions, and expansion of City of Spokane park facilities and land in the Beacon Hill area, subject to existing and future policies of the Park Board.

Dated this 14th day of July, 2016.

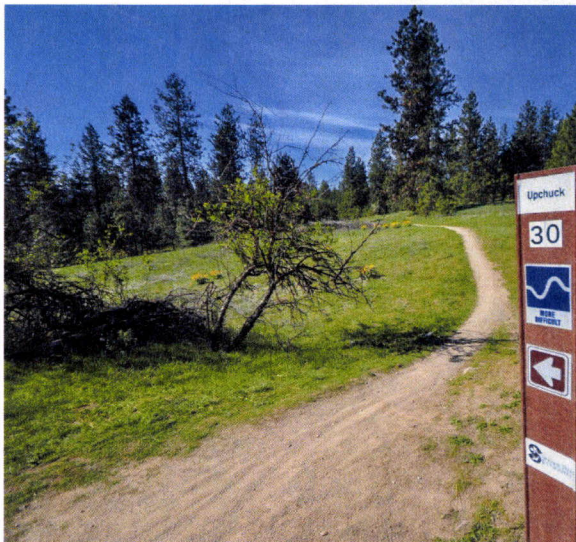
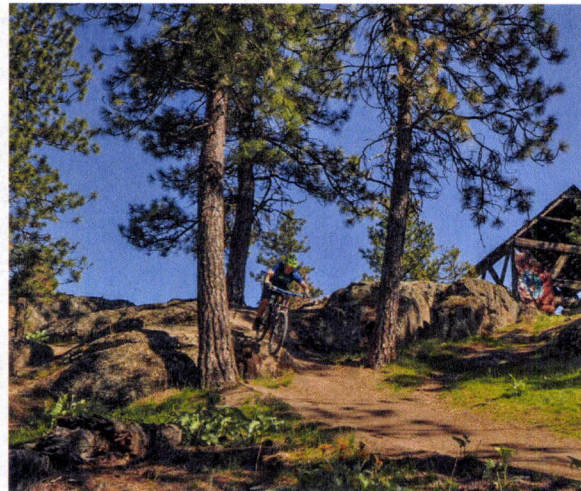
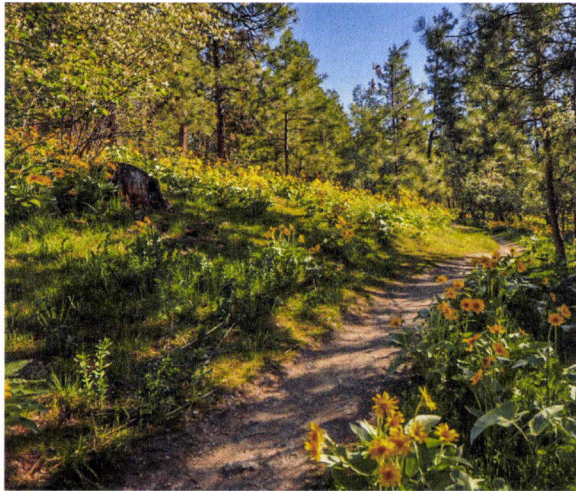
A handwritten signature in black ink, appearing to be 'C. Ho', is written above a horizontal line.

Park Board President

Beacon Hill Trail System Preservation Plan

Prepared by Evergreen East Mountain Biking Alliance

July 2016



Beacon Hill Trail System Preservation Plan

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Figure 1 – Existing Trail System Map

Figure 2 – Current Ownership Map

Figure 3 – Proposed Land Partners

1 INTRODUCTION

1.1 BACKGROUND

The Beacon Hill Trail System Draft Concept Plan (2009) was prepared by the Fat Tire Trail Riders Club (FTTRC) after receiving a technical assistance grant through the National Park Service's RTCA Program in 2008. The plan was recognized by Spokane County in the Spokane County Regional Trail Plan (2014). In 2012 the FTTRC dissolved and became the Evergreen East Mountain Biking Alliance (EEMBA). EEMBA is a 501(c)3 nonprofit organization and the eastern chapter of the statewide Evergreen Mountain Biking Alliance organization which is dedicated to trail building, maintenance, advocacy, and education for the sport of mountain biking.

The Beacon Hill Trail System Draft Concept Plan identified landowners effected by the Beacon Hill Trail System (trail system) and identified several methods in which private properties may continue to be utilized for future recreational use. The plan found that in order to preserve the existing trail system for future recreational use existing agreements between landowners and the public must be formalized. The purpose of the Beacon Hill Trail System Preservation Plan (EEMBA, 2016) is to build on concepts discussed in the Beacon Hill Trail System Draft Concept Plan and provide a means of preserving the trail system for future use.

1.2 PURPOSE

This plan's purpose is as follows:

- Inventory the existing trail system
- Discuss any existing park management practices
- Identify land owners inside the Beacon Hill area
- Provide alternatives for maintaining access to the existing/future Beacon Hill trail system
- Provide alternatives for managing the existing/future Beacon Hill trail system
- Create a shared vision for promoting and developing the Beacon Hill area among partners including land managers, owners, trail users and adjacent neighbors

1.3 PROJECT NEED

The Beacon Hill Trail System is located on approximately 30 contiguous parcels spanning approximately 650 acres. The existing trail system is located on public, private, and utility owned lands. Recreational use is permitted on these lands based on "handshake" agreements with private landowners, utilities and land trust entities. Excluding the existing memorandum of understanding between the Evergreen East Mountain Biking Alliance (EEMBA) and the City of Spokane for operation and management of the Camp Sekani trails there are no formal agreements between landowners and the public ensuring continued access of their land. The trail system risks becoming fragmented and unusable if land use permission becomes restricted.

Much of the trail system is not formally managed and the recreating public is often ignorant of land ownership issues in the Beacon Hill area. This has led to the construction of illegal or "rogue" trails. These older trails were often not constructed in a sustainable manner and over time have led to habitat destruction by erosion and soil disturbance. Formal management of the entire trail system is needed to ensure that trails are constructed and maintained in a responsible and sustainable manner.

2 EXISTING TRAIL SYSTEM

2.1 LOCATION

The Beacon Hill Trail System is located on land within the City of Spokane and Spokane County. Beacon Hill proper is considered to be bounded by Esmerelda Golf Course to the east, Camp Sekani to the west, Upriver Drive and Frederick Avenue to the south and Valley Springs Road to the north. The city limits of Spokane extend past Esmerelda Golf Course east to the Avista Corporation property. Land to the east of City limits is within Spokane County. Camp Sekani is located outside of City limits but is owned by the City of Spokane.

The trail system lies on land within and just outside of City limits and offers one of only a handful of outdoor urban recreation experiences within the greater Spokane area. Beacon Hill consists of approximately 1,000 acres of undeveloped ridgeline, pine tree forests, and granite rock outcroppings which offer vista views of the surrounding mountains, valley and the City of Spokane and Spokane Valley.

2.2 TRAIL SYSTEM CHARACTERISTICS

The Beacon Hill Trail System consists of over 30 recognized singletrack and doubletrack trails. There are approximately 17 miles of singletrack trails and approximately 10 miles of doubletrack trails (**Figure 1**). The existing trail system serves to connect the individual parks within the Beacon Hill park system. The parks which are connected by the trail system include Camp Sekani, John C. Shields Park and Minnehaha Park as well as the Centennial Trail and Esmerelda Golf Course. The trail system is accessed by the existing parking areas.

Trail use is made up of hikers, trail runners, disc golfers and mountain bikers. Trails are most concentrated within Camp Sekani Park and contribute approximately 40% of the overall singletrack trails within the trail system. Camp Sekani functions as the hub of the existing trail network and hosts several annual community events such as Hub-A-Palooza, the Double Down Hoe Down, Spokatopia and the Sekani Trail Run. Camp Sekani offers a great selection of multi-use trails but specializes in mountain biking specific activities such as downhill racing, dirt jumping, cross country riding and also contains a skills park. Trail users may access the western portion of the trail system from the Camp Sekani parking lot. An 18-hole disc golf course is provided within Camp Sekani.

Outside of Camp Sekani trails extend west toward Shields Park, Minnehaha Park and Esmerelda Golf Course. Esmerelda Golf Course is commonly used to access the western trails off of Beacon Hill. Trails from the Esmerelda Golf Course access the top of Beacon Hill. The western section of Beacon Hill generally consists of privately owned lands including several properties owned by the Avista Corporation.

2.3 OPERATIONS AND MAINTENANCE

Excluding the existing memorandum of understanding between the Evergreen East Mountain Biking Alliance (EEMBA) for operation and management within Camp Sekani there are no formal agreements between landowners and the public for continued public access to privately owned lands. Due to the lack of formal management some of the older trails were not constructed in a sustainable manner. Non-sustainable trails may cause destruction to habitat through erosion, are unsightly and may be built without private landowners consideration.

2.3.1 Existing MOU Between EEMBA and the City of Spokane

In 2015, Evergreen East Mountain Biking Alliance (EEMBA) renewed a 2-year contract extending through 2017 with the City of Spokane Parks and Recreation Department which defines the working relationship between the Evergreen East Mountain Bike Alliance and the City of Spokane; Parks and Recreation Department (Parks), for the City park property, known as Camp Sekani und the Parks' "Adopt-a-Park"

program. Under the current MOU, EEMBA is responsible for the following trail construction and maintenance practices:

1. Maintaining the single track trails, using standards and techniques for sustainable trails as presented in the IMBA trail building manual, Trail Solutions
2. Using techniques for maintenance that include water control treatments and correcting tread by de-berming and maintaining outlopes
3. Re-routing fall line trails as contour trails in order to correct drainage, minimize erosion and provide for sustainable trail conditions
4. Decommissioning and reclaiming excess braided trail lines and rerouting to a single line
5. Decommissioning unused trails
6. Vegetation and overgrowth control
7. Maintaining and up keeping the mountain bike skills park, structures and the dirt jump park
8. Implement a risk management plan for trails, dirt jump park, skills course and structures within Camp Sekani
9. Preparing a trail map of Camp Sekani and creating a trail numbering or naming system
10. Providing volunteers and tracking volunteer hours per the program
11. Collecting signatures on agreed upon liability waivers, and provide copies of records to Parks of all EEMBA work performed within Camp Sekani

EEMBA intends to continue their stewardship of the entire Beacon Hill trail system. EEMBA is dedicated to maintaining and managing the trail system on all future purchased lands.

3 LAND OWNERSHIP

3.1 SUMMARY OF LAND OWNERSHIP

Ownership of the Beacon Hill trail system consists of public, private, and utility owned lands. **Figure 2** shows the ownership layout of Beacon Hill. A parcel breakdown for the area is shown in Table 3-1.

Table 3-1 Summary of Land Ownership of the Existing Trail System

Ownership	No. of Parcels ⁽¹⁾	Total Acreage ⁽²⁾
Public (includes City & County)	14	450 ⁽³⁾
Private	32	465
Utility (includes Avista Corporation)	4	100
Total	50	1,015

(1) No. of Parcels are the number of parcels which currently have a section of trail located on them

(2) Total Acreage is the land area associated with parcels which currently have a section of trail located on them

(3) Includes Esmerelda Golf Course, Camp Sekani, Minnehaha Park and John C. Shields Park

3.2 CRITICAL PARCELS

Maintaining access to trails which currently act as connectors to the various parks as well as maintaining the overall quality and flow of the trail system represents the best means of preserving the trail system to its' best and fullest potential.

Critical parcels are as follows:

- Parcel 35012.9023 which serves to connect City owned parcels 35012.9029 and 35012.9022. Proposed City owned.
- Area within parcels 36364.9052, 36364.9064, 36364.9065, 36364.9066 north of Camp Sekani which contain the downhill (race) trails and main climbing trails. Proposed City owned.
- Corridor from Camp Sekani (parcel 35012.9022) to the top of Beacon Hill and from the top of Beacon Hill to the Esmerelda access and Shields Park access. Proposed County owned within Spokane County. Proposed City owned within the City of Spokane.
- Parcel 35021.9055, 35021.9056 and 35021.9057 which could serve as an access point or trailhead along E. Valley Springs Road. Proposed County owned.

4 PRESERVATION ALTERNATIVES

The greatest challenge that the Beacon Hill Trail System faces is that most of the corridor trails and downhill trails off of Beacon Hill located between the established parks are privately owned and therefore public access may become restricted at any time.

4.1 ACCESS ALTERNATIVES

Approximately 60% of the existing trail system is located on privately owned lands. Recreational use is permitted on these lands by handshake agreements between the landowners and the public. Landowners may withdraw permission for use of their lands at any time. Much of these lands are crucial to the connectivity and enjoyment of the overall trail system and loss of access may result in the fragmentation of the trail system.

4.1.1 Renew Handshake Agreements

Private landowners allow recreational use of their lands under RCW 4.24.200 and 4.24.210. RCW 4.24.200 states: "The purpose of RCW 4.24.200 and 4.24.210 is to encourage owners or others in lawful possession and control of land and water areas or channels to make them available to the public for recreational purposes by limiting their liability toward persons entering thereon and toward persons who may be injured or otherwise damaged by the acts or omissions of persons entering thereon."

Handshake agreements have been made between private landowners and the public and are intended as an informal means of allowing access to the trail system. Handshake agreements are non-binding and may be withdrawn at any time.

Trails which are on private lands currently operate under such handshake agreements. This system of recreational use has been mostly effective in the past but there have been occasions in which property owners have restricted access onto their land necessitating the rerouting of trails to maintain trail system connectivity.

4.1.2 Memorandum of Understanding

Memorandums of understanding (MOU) are a formal agreement between two or more parties. Evergreen East Mountain Biking Alliance entered into a 2-year MOU with the City of Spokane Parks and Recreation Department in 2015. The MOU established EEMBA as the Beacon Hill Trail System stewards. Under this agreement EEMBA is committed to maintaining and operating the Camp Sekani trails and Beacon Hill Trail System.

MOUs could be sought between EEMBA and private landowners in order to formalize recreational use on private lands. This option is not beneficial for private landowners as RCW 4.24.200 and 4.24.210 does not apply to private lands operating under an MOU. More liability is incurred by the private party if the agreement is legally binding.

4.1.3 Easement

Easements grant the right to cross or otherwise use someone else's land for a specified purpose. Easements are legally binding and could be sought to ensure that trail corridors are preserved for future use. Easements may be purchased and owned by the City or County or gifted for the purpose of recreation use.

Recreational trails have a service life and must be reconstructed after they become degraded over time. If easements are pursued for the trail system, then future reroutes must be taken into account in order to ensure that connector trails may be maintained within the designated easement.

4.1.4 Land Acquisition

Much of the Beacon Hill Trail System is located on private, undeveloped lands. These private lands are situated between several existing parks and make up the Beacon Hills Park System. The trail system serves to connect each of these parks.

The preferred alternative is that land is purchased by the City or County and used to expand upon these existing parks. By acquiring public lands, the trails which are currently situated on private lands may be preserved, expanded upon or rerouted for future use.

Several funding options are available for the acquisition of private lands. Potential funding sources are:

- Conservation Futures
- Recreation and Conservation (RCO) Grant
- State Legislative Set-asides

Figure 3 is intended to show future ownership opportunities for the City of Spokane and Spokane County for each parcel located within the Beacon Hill area.

4.2 TRAIL SYSTEM MANAGEMENT

The City of Spokane currently owns approximately 450 acres of parkland within the proposed Beacon Hill preservation area and Spokane County currently owns 13.5 acres of parkland within the proposed Beacon Hill preservation area. The Beacon Hill Trail System consists of trails which are situated within the public parks and outside of public parks on private lands. In 2015 EEMBA entered into an MOU with the City of Spokane which established EEMBA as the trail stewards to the Camp Sekani trails.

4.2.1 No Action

The no action alternative represents the least cost to landowners and includes suspending all management actions to the existing trail system. Under this alternative it is expected that the trail system would fall into disrepair and the trails would become degraded and unusable. In some cases, trails may be kept up by unqualified individuals and rogue trails may be reestablished leading to the destruction of natural habitat. Pride of ownership will fade and the Beacon Hill area will become unusable over time.

4.2.2 Ownership Management

Established City and County parks are owned and maintained internally by the landowners. As sections of the Beacon Hill trail system are acquired by the City and County over time, the cost of maintaining the trail system may increase. In addition, it is difficult to appropriate sufficient labor to maintaining a heavily used and expansive trail system.

The proposed ownership of the trail system will be by either the City of Spokane or Spokane County depending on property locations. Trails within the existing trail system extend from Camp Sekani (City owned), through Spokane County and then back into the City of Spokane. Therefore, individual trails management will need to be coordinated between the City and County.

4.2.3 Formalize Management Agreements with EEMBA East Mountain Biking Alliance

Trail system management is currently performed by EEMBA under the existing MOU between EEMBA and the City of Spokane. EEMBA works with the City of Spokane in order to maintain the existing trail system within Camp Sekani. Additionally, EEMBA performs services to the overall trail system located on private/utility lands, EEMBA is the main point of contact between landowners and the public.

The Evergreen East Mountain Bike Alliance is a nonprofit 501(c)(3) and volunteers trail management for the greater Spokane area. As the existing trail system becomes acquired by the City/County, MOUs could

be expanded between landowners and the EEMBA consistent with the existing MOU between the City of Spokane and EEMBA for management of the Camp Sekani trails.

5 GOALS AND POLICIES

The goals and policies section is intended to discuss the preferred alternatives and additional steps that will be required in order to preserve the Beacon Hill Trail System.

5.1 PRESERVE THE BEACON HILL TRAIL SYSTEM

Preserving the existing trail system requires that access to all corridor trails between Esmerelda Golf Course, Minnehaha Park, John C. Shields Park and Camp Sekani are maintained. Current handshake agreements between private landowners and the public are non-binding and may become restricted at any time. Developed lands or lands which become restricted may become unusable and result in the overall fragmentation of the existing trail system.

Maintaining access to the existing trail system involves acquiring privately held lands, renewing handshake agreements with landowners and securing trail easements through properties while focusing effort on critical sections of the trail system.

Preserving the trail system requires the following:

- Secure City commitment to ownership of critical parcels described in Section 3.2 and as shown on **Figure 3**
- Secure County commitment to ownership of critical parcels described in Section 3.2 and as shown on **Figure 3**
- Maintain working relationships between EEMBA, the City and the County to dedicate future ownership of proposed non-critical parcels on a case-by-base basis as properties become available for purchase
- Maintain working relationships with private landowners in order to renew handshake agreements
- Proactively work with the City and County in securing public grants for property acquisition
- Seek other ways in which to formally maintain access to the trail system

5.2 SUSTAINABLY MANAGE THE BEACON HILL TRAIL SYSTEM

The Beacon Hill Trail System consists of over 30 designated trails located on approximately 650 acres of land. Camp Sekani contains the highest concentration of the trail system and is operated and managed by the Evergreen East Mountain Biking Alliance (EEMBA) through a memorandum of understanding between the City of Spokane and EEMBA. EEMBA also manages trails outside of Camp Sekani “unofficially”. Under this preservation plan EEMBA proposes to continue its’ efforts in maintaining and managing the trail system in collaboration with the City Parks Department and County Parks Department.

Trail system management will consist of the following policies:

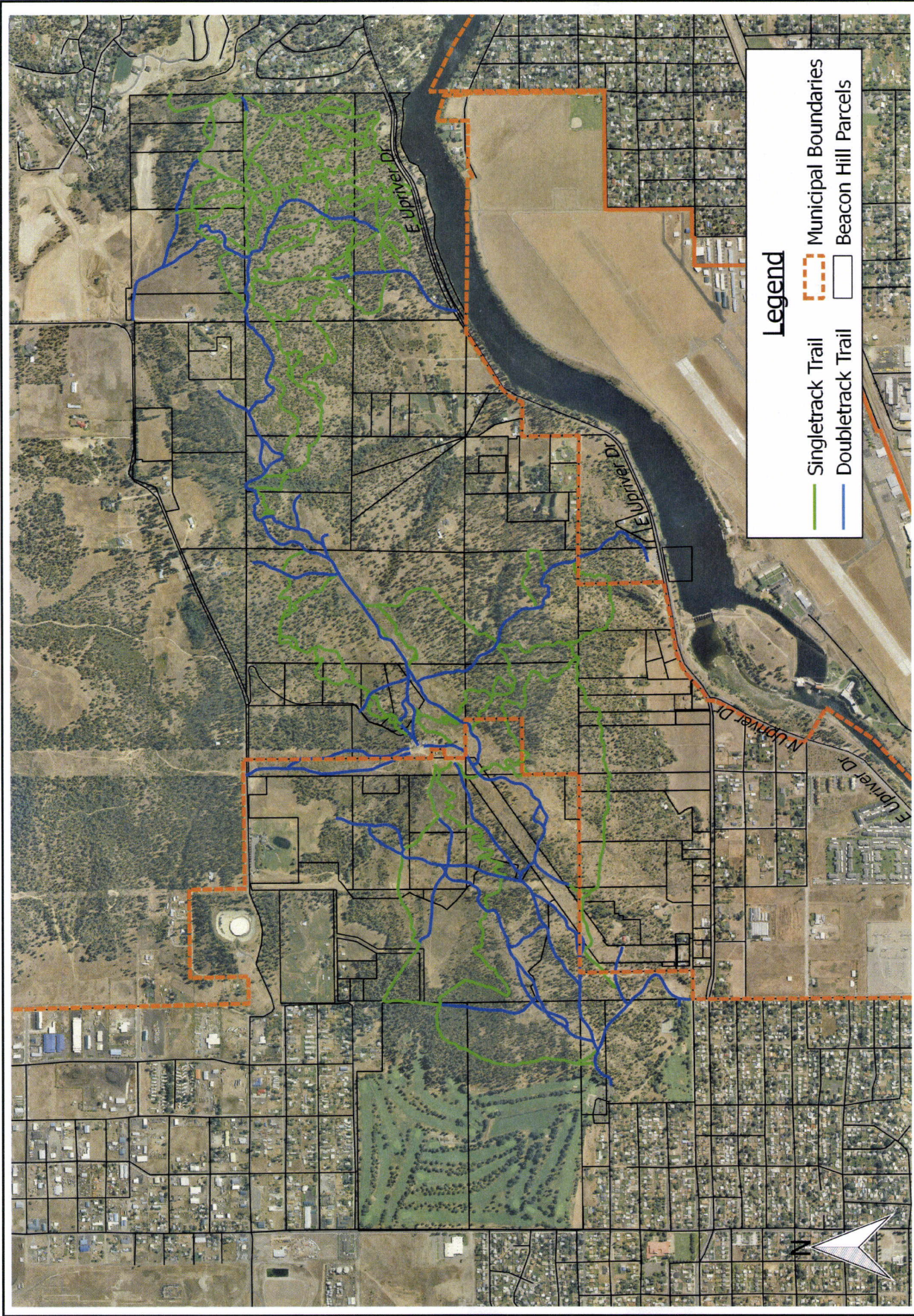
- Renew current MOUs between the City of Spokane and EEMBA in managing the Camp Sekani Trail System
- Expand existing MOUs between the City of Spokane and EEMBA for management of all future City owned properties/easements which support the Beacon Hill Trail System
- Enter into new MOUs between Spokane County and EEMBA for management of all future County owned properties/easements which support the Beacon Hill Trail System
- Coordinate trail maintenance and development with current landowners

5.3 PROMOTE AND DEVELOP THE TRAIL SYSTEM

The Beacon Hill Park System serves as one of the only urban recreational areas within the greater Spokane area. The four existing parks (Camp Sekani, John C. Shields, Minnehaha, Esmerelda) are all connected by the existing Beacon Hill Trail System. Many of the recreational users of the trail system do not understand that many of the connecting trails are private lands and may become restricted at any time. Since lands are not owned by the City or County outside of the established parks development within these lands are limited.


Promotion and development of the trail system will consist of the following policies:

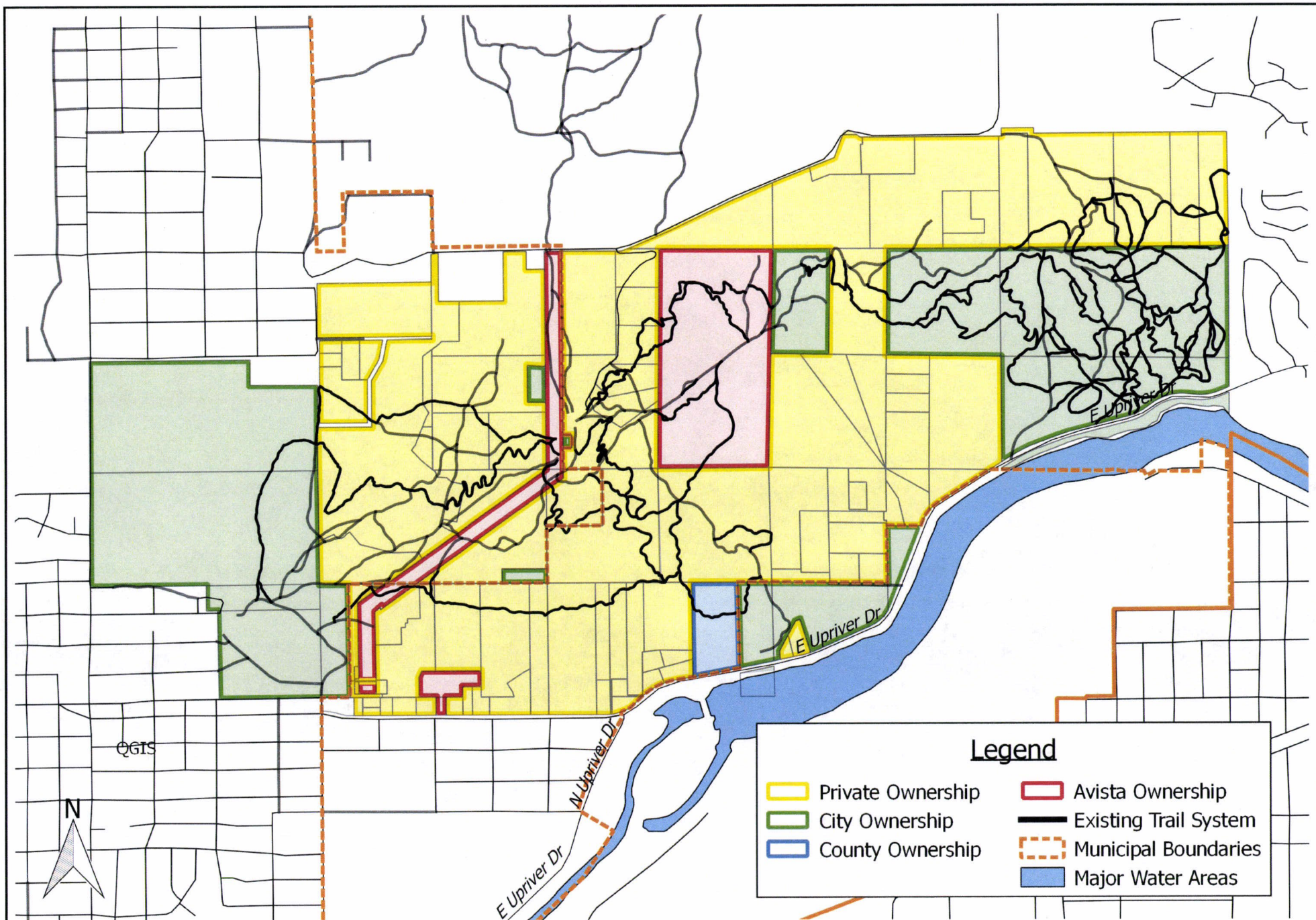
- EEMBA will produce the Comprehensive Beacon Hill Trail System Plan with input from the City, County, private landowners and the numerous user groups
- Perform community outreach programs with the intent of educating trail users of trail management policies and trail use policies
- Promote and develop the Beacon Hill Trail System as a community gathering place with the capacity to host various trail-based events and attract recreation-based tourism



Legend

- Singletrack Trail
- Doubletrack Trail
- Municipal Boundaries
- Beacon Hill Parcels

<p>NTS SCALE: DESIGNED: NVH DRAWN: NVH CHECKED: APPROVED: PROJ. NO.: DATE: 3/29/16</p>		<p>BEACON HILL TRAIL SYSTEM PRESERVATION PLAN</p> <p>EXISTING TRAIL SYSTEM MAP</p>	<p>FIGURE</p> <p>1</p>
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SCALE: NTS
 DESIGNED: --
 DRAWN: NVH
 CHECKED:
 APPROVED:
 PROJ. NO.:
 DATE: 3/29/16



evergreen
 MOUNTAIN BIKE ALLIANCE
 EASTERN WASHINGTON CHAPTER

BEACON HILL TRAIL SYSTEM PRESERVATION PLAN

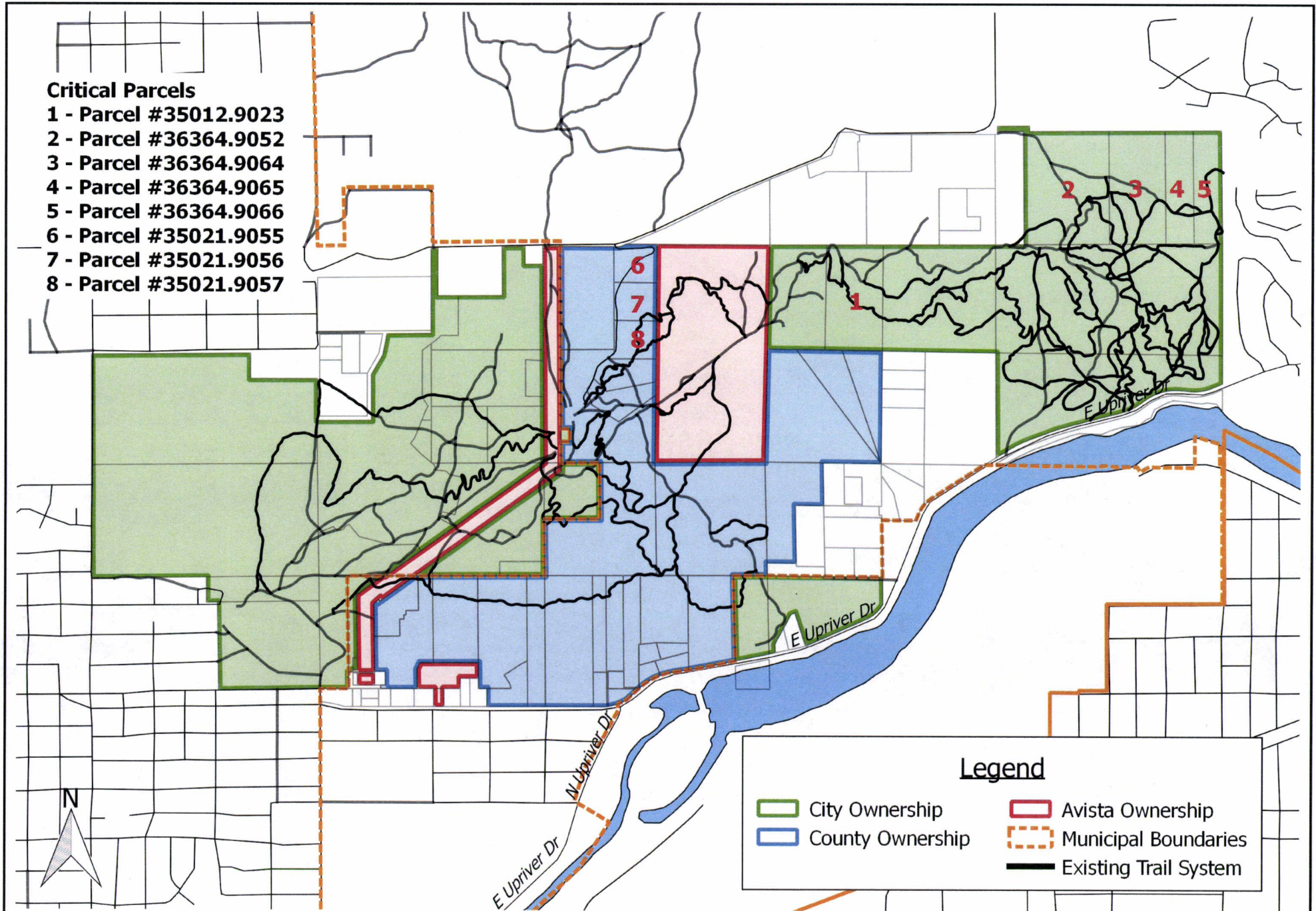
CURRENT OWNERSHIP MAP

FIGURE

2

Critical Parcels

- 1 - Parcel #35012.9023
- 2 - Parcel #36364.9052
- 3 - Parcel #36364.9064
- 4 - Parcel #36364.9065
- 5 - Parcel #36364.9066
- 6 - Parcel #35021.9055
- 7 - Parcel #35021.9056
- 8 - Parcel #35021.9057



Legend

- █ City Ownership
- █ County Ownership
- █ Avista Ownership
- - - Municipal Boundaries
- Existing Trail System

SCALE: NTS
 DESIGNED: --
 DRAWN: NVH
 CHECKED:
 APPROVED:
 PROJ. NO.:
 DATE: 3/29/16



BEACON HILL TRAIL SYSTEM PRESERVATION PLAN

FIGURE

PROPOSED LAND PARTNERS

3

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Feb. 5, 2020		
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)	Library MOU for Liberty Park court replacement		
Begin/end dates	Begins: 02-13-2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Parks and Library staff will update the board on the plan to replace the displaced sport court at the Liberty Park Library project. This agreement is between the Park Board and the Library Board of Trustees.			
Motion wording: Approve the MOU for the Liberty Park court replacement			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Andrew Chanse Email address: achanse@spokanecity.org Phone: 444-5305			
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>			

MEMORANDUM OF UNDERSTANDING REGARDING REMEDIATION FOR LOCATION OF LIBERTY PARK LIBRARY BRANCH ON PARK PROPERTY

This Memorandum of Understanding (MOU) is between the City of Spokane Park Board ("Park Board") and the Spokane Public Library Board of Trustees ("Library Board"), jointly referred to as the "parties".

WHEREAS, the Park Board and the Library Board entered into the Liberty Park Library Branch Land Lease and Use Agreement ("Agreement") in July of 2019 for the construction and operation of the new Liberty Park Library Branch on current park land at Liberty Park; and

WHEREAS, the purpose of the agreement is for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate a new branch library in Liberty Park and to set forth other terms and conditions related to the lease of the land and the construction and operation of the library branch; and

WHEREAS, one of the terms of the agreement requires the Library, after consultation with and concurrence from Park staff, to provide remediation for the displacement of existing tennis courts, and to repair any damage to the turf and irrigation system during construction of the library expansion; and

WHEREAS, the purpose of this MOU is to set forth the terms of the Library's remediation responsibilities as required by the land lease and use agreement.

NOW, THEREFORE, in order to fulfill its obligation under the Liberty Park Library Branch Land Lease and Use Agreement, the parties agree as follows:

- 1) The Library Board shall allocate ONE HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS (\$175,000.00) for the remediation of the displacement of the tennis courts at Liberty Park. This amount shall include all cost associated with the remediation including, but not limited to cost for design, construction, taxes and fees. This amount shall constitute the Library Board's entire responsibility for remediation at Liberty Park. Any expense beyond this remediation amount will be preapproved by the Park Board shall be the sole responsibility of the Park Board.
- 2) The Spokane Public Library has consulted with and will continue to consult with the Spokane Parks Department regarding the remediation of the Liberty Park tennis courts.
- 3) The nature of the remediation work shall be consistent with the draft Liberty Park Master Plan and reviewed with the East Central Neighborhood Council.
- 4) The Library Board shall be responsible to hire the design consultant, construction and installation company and to have the capital improvement

installed and delivered to the Parks Department by December 31, 2021. The Library Board, after consultation with and approval by the Park Board, shall develop the installation design and specifications. The Park Board shall provide staff to assist in the development of the appropriate construction/installation specifications and request for bids. The total cost of the construction/installation shall not exceed \$175,000.00. Any costs above this amount shall be preapproved and paid for by the Park Board. The estimated costs shall include a reserve amount, which, if not expended, shall be transferred to the Park Board upon final completion and payment.

- 5) Upon completion, the Park Board shall assume responsibility for the maintenance, operation and liability of the capital asset.

SPOKANE PARK BOARD

By _____

_____ Date

(Name) _____

(Title) _____

SPOKANE PUBLIC LIBRARY BOARD

By: _____

_____ Date

(Name) _____

(Title) _____

Approved as to form:

Assistant City Attorney

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	Feb 5, 2020		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Design Workshop, Inc., consulting contract for Parks and Public Open Space Master Plan / Park System (\$240,030, non-taxable service)		
Begin/end dates	Begins: Feb 13, 2020	Ends: Feb 28, 2021	<input type="checkbox"/> Open ended
Background/history: This contract will provide a regular update to the City of Spokane parks, recreation, and public open space master plan document. A current plan is required by the State of Washington for a parks agency to remain eligible to apply for and receive grant funding. The last update to the city's plan was completed in 2010. The scope of this contract includes all necessary mapping, analysis, and public engagement required to create a planning document acceptable to the State of Washington, as well as supplemental public engagement activities (targeted engagement with specific communities not typically included in typical public outreach) and supplemental creation of agency priority actions to best inform future agency actions. The alternate 1 scope of the consultant proposal for supplemental agency review is not included in this contract but anticipated to be added to the scope via future addendum.			
Motion wording: Motion to approve Design Workshop, Inc. consulting contract for Parks and Public Open Space Master Plan / Park System (\$240,030, non-taxable service)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Design Workshop (Consultant) Name: Eric Leshinsky Email address: eleshinsky@designworkshop.com Phone: 512.717.9793			
Distribution: Parks – Accounting Connie Wahl Parks – Pamela Clarke Jo-Lynn Brown Requester: Nick Hamad eleshinsky@designworkshop.com Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$240,030.00, non-taxable service Budget code: 1400			
Vendor: <input type="radio"/> Existing vendor <input checked="" 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 checked="" 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"/> UBI: 604-577-443 Business license expiration date: 1-31-2021 <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

REQUEST FOR QUALIFICATIONS

City of Spokane, Washington

RFQu NUMBER: #5193-19

DESCRIPTION: PARKS AND PUBLIC OPEN SPACE MASTER PLAN

DUE DATE: MONDAY, DECEMBER 2, 2019
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

A handwritten signature in black ink that reads "Connie Wahl".

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

1.8 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

The project will require the consultant to work with City of Spokane Parks and Recreation Staff (project lead) and a project advisory committee (PAC) consisting of representatives from park customers, board members, appointed and elected officials, staff, and partner organizations. The City anticipates that the scope of work may include, but not be limited to, any or all of the following listed activities:

1. Task 1 – Background & Community assessment:

- a. Perform comprehensive review and understanding of relevant previous City of Spokane parks and recreation open space plans and the City of Spokane Comprehensive plan.
- b. Conduct assessment of public expectations for agency managed parks and public open spaces.
- c. Assess national, regional, and local trends affecting the agency's park system and subsequent park planning & management.
- d. Develop a comprehensive public outreach program for park customers, board members, appointed and elected officials, staff, and partner organizations to provide master plan feedback. Include involvement & assistance in forming a Project Advisory Committee.
- e. Implement the plan to ensure community involvement. Outreach may include preparing online survey(s), conducting open houses and meetings with the community and PAC based on the approved public outreach program.
- f. Perform a Population based level of service analysis of parks and public open spaces.
- g. Perform an access based (spatial) level of service analysis of parks and public open spaces.
- h. Conduct an assessment of the department fiscal sustainability and partnerships, and more specifically, assess current resource allocations within the departments (M&O, programming, development, conservation, etc.).

2. Task 2 – Agency Recommendations

- a. Develop a report which documents master planning process and summarizes agency recommendations for the next six years, effective in 2020.
- b. Ensure document clearly establishes 'Agency Priority Actions' for immediate and continued implementation.
- c. Utilizing data & findings of public assessment, recommend updates to agency mission, vision, goals and objectives for parks and public open spaces.
- d. Using findings from level of service analyses, recommend locations for development of additional park lands and/or assets or decommissioning of redundant park lands and/or assets.
 - i. Identify specific sites for acquisition or surplus.

- e. Provide recommendations for modifications to resource allocation within the department, prioritizing existing revenues and identifying opportunities for additional revenue generation.
- f. Provide policy recommendations for best practices in strategic planning for park systems, specifically regarding the creation of performance measures and levels of service.

3. GENERAL INFORMATION

3.1 RFQu COORDINATOR

The RFQu Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQu shall be with the RFQu Coordinator and shall be submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procureware.com>.

Name	Connie Wahl, City of Spokane Purchasing
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Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQu Coordinator through ProcureWare may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	November 6, 2019
Question and answer period	November 6 – November 22, 2019
Last date for questions requiring an Addendum	November 22, 2019
Proposals due	December 02, 2019
Evaluate Proposals	December 02 – December 09, 2019
Conduct oral interviews with finalists, if required	Week of December 16, 2019
Negotiate contract	December 20 – January 6, 2020
Park Board approval of contract	January 9, 2020
Task 1 Complete	May 1, 2020
Task 2 Complete	September 1, 2020
Park Board Adoption	September, 2020

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. SUBMITTAL INFORMATION

Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> on or before the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted.**

Late Proposals will not be accepted. The City of Spokane is not responsible for Proposals electronically submitted late. It is the responsibility of the Proposer to be sure the Proposals are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the Proposal due date.

DAVID A. CONDON
MAYOR



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

CITY OF SPOKANE
NOTIFICATION OF INTENT TO AWARD

December 23, 2019

Attn: Respondents to Request for Qualifications #5193-19

Thank you for your recent Proposal response to Request for Qualifications #5193-19 Parks and Public Open Space Master Plan. The City of Spokane received 5 Proposal responses to this request. After evaluation of Proposals, an award recommendation to Design Workshop has been made.

The Department requesting Proposals will be entering into contract negotiations with the above referenced Company. The resulting contract and award recommendation will be forwarded to the City Council for approval. If you would like to be notified of the exact City Council meeting date, or if you have questions related to this award recommendation, please contact Nick Hamad at nhamad@spokanecity.org.

The City of Spokane recognizes your effort in submitting a Proposal in order to compete for this contract. We thank you for taking the time to respond to our Request for Qualifications.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Hamad". The signature is written in a cursive, stylized font.

Nick Hamad



City of Spokane
CONSULTANT AGREEMENT
Title: PARKS AND PUBLIC
OPEN SPACE MASTER PLAN

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **DESIGN WORKSHOP, INC.**, whose address is 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for the Consultant to update the City of Spokane parks and public open space master plan; and

WHEREAS, the Consultant was selected through RFQ No. 5193-19.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on February 13, 2020, and ends on February 28, 2021, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. Substantial completion of the work is 10 months or December 14, 2020. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Proposal dated January 23, 2020, attached and made a part of this Agreement as Exhibit B. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED FORTY THOUSAND THIRTY AND NO/100 DOLLARS (\$240,030.00)**, for non-taxable services, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to Parks and Recreation Department, 808 West Spokane Falls Blvd., 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES.

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim. This is to cover damages caused by the error, omission, or negligent acts related to

the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent,

parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions

of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

22. DISPUTES.

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

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by

the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon sixty (60) days written notice to the other party. .
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in

applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City or consultant shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

DESIGN WORKSHOP, INC.

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Work

20-031b

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

<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)

Proposal for **Spokane Parks and Public Open Space Master Plan**
Spokane, WA
1/23/2020

PROJECT DESCRIPTION

The project is a Parks and Public Open Space Master Plan for the City of Spokane, WA, that will use a robust community-engaged approach to provide guidance for the next ten years. The City last conducted a master planning of its system in 2010 with the “Roadmap to the Future” and much has changed in the city including the revitalization of Riverfront Park.

With a park system first conceptualized by the Olmsted Brothers over a 100 years ago, the City of Spokane’s Parks and Recreation Department has grown to include approximately 4000 acres spread across the city. Within this acreage, the Department manages 64 manicured parks (major, community, neighborhood, and mini-park facilities), 21 conservation lands, 18 parkways and boulevards, 5 aquatic centers, 4 golf courses, 2 sports complexes, 1 arboretum, and 1 operations facility. Within the system are sites of regional significance as well as an extensive trail network.

The following narrative describes a comprehensive list of services required to prepare the Parks and Public Open Space Master Plan for the City of Spokane. At the request of City staff, the services are organized as a primary scope which includes Phases 1 – 4, and an Alternate 1 scope which would be authorized when Phase 3 is underway.

Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop and its subconsultant team in connection with this agreement is as follows:

SCOPE OF SERVICES

PHASE ONE: ESTABLISH A FOUNDATION OF UNDERSTANDING

The specific tasks to be completed are as follows:

1.1 Project Startup

Design Workshop utilizes a Strategic Kickoff (SKO) workshop to effectively launch projects and organize the team of key staff members and consultants. The purpose of the meeting will be:

- Define roles, responsibilities and communications procedures
- Confirm a detailed project schedule and document review process
- Identify City resources that may be useful to the plan creation process
- Pinpoint topics for additional research and evaluation
- Discuss the work already conducted by the City

- Discuss coordination with the ongoing Shaping Spokane 2017 Plan process and other recent planning studies including the Downtown Plan Update 2020 to understand effective engagement techniques in the city.
- Establish project goals and desired outcomes
- Understand critical success factors of this project
- Collect existing plan documents and reports related to this plan

Deliverables:

1. *Meeting agenda and meeting notes*
2. *One-day facilitated workshop by Design Workshop leadership team members*
3. *Detailed project schedule*
4. *Internal communication plans*
5. *Critical success factors and project goals documentation*
6. *Stakeholder and Public Involvement Plan*

1.2 Inventory and Analysis of Service Areas

The team will update Spokane's park, trail, and open space inventory descriptions and compile mapped locations by collecting information from City staff and for the surrounding influence area.

Map GIS data will be collected from the City to serve as base maps for the project. We will also gather relevant plans from nearby public trails and open space properties that are managed by other agencies or private entities in order to gather an understanding of the relationships and potential opportunities that may exist. We will also gather county GIS data to ensure that the two park systems are coordinated, and explore the use of public health data from the Spokane Regional Health District.

The team will study the spatial distribution and service area analysis based on travel routes and travel barriers already conducted by the City and if needed will expand on the analysis. This analysis will be utilized to identify gaps in the locations of existing and planned parks and trails to serve the population.

Deliverables:

1. *Inventory analysis organized by property with acreage and amenities (pdf format document)*
2. *Geographically referenced existing and proposed parks, trails, natural areas inventory base mapping (GIS files)*
3. *Spatial distribution and service areas mapping of coverage and gaps*
4. *Narrative summary of existing parks, recreation, programs and trails and possible gaps*

1.3 Data Collection and Plan Review

The Design Workshop team will review relevant past plans and studies identified by City staff and identify elements to include in the Master Plan creation and items that will require efforts to update. We will conduct a meeting with City staff to understand the implementation successes and shortfalls of past plans and efforts to better understand the feasibility for future recommendations. We will also examine the Trust for Public Land Park Serve and Park Score data.

Deliverables:

1. Relevant past plans summary

1.4 Demographic Analyses and Recreational Trends Research

The Design Workshop team will review all demographic analysis already conducted by City staff and augment the analysis if necessary to best understand and communicate the market served in Spokane. Through the analysis, we will distinguish customer groups, determine changes occurring in the region, and assist in making proactive decisions to accommodate those shifts. The demographic analysis will be based on US Census information, the Shaping Spokane Comprehensive Plan, and market research data including historical trends and future projections.

From the demographic analysis, sports, recreation, and outdoor trends are applied to the local Spokane population to assist in determining the potential participation base within the service area. For the sports and recreation trends, we leverage industry knowledge from our experience working nationally in many comparable markets to Spokane, participation trends from the applicable professional associations such as NRPA, Washington State sources, and additional research.

Deliverables:

- 1. Community profile summary and charts*
- 2. Trends report*

1.5 Park Classifications and Level of Service Analysis

The consultant team will work with City staff to review and confirm, modify or add to existing facility and park classifications, and preferred level-of- service standards for all park sites, trails, open space amenities and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facility and park amenity. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as the ETM Associates' national experience and comparison with peer/survey agencies, adapted based on the needs and expectations of the Spokane community.

City inventory data of amenities (playgrounds, ball fields, trails, natural areas, special facilities, etc.) will be utilized to assess the current capacity of your system. Recreation services and programs will also undergo level-of-service scrutiny to understand current capacity of the community as a whole. We

recommend in the community engagement steps that focus group meeting be held to identify partnership opportunities, gaps in programs and overlaps in services. Additional follow up conversations may be needed to complete an inventory of program offerings and analyze how these services meet or fall short of community needs and desires.

Deliverables:

- 1. City recreation amenities inventory service level assessment memo*

1.6 Program Services Inventory and Assessment

This assessment will review how well the department aligns itself with community needs. The goal of this analysis is to ultimately provide outdoor recreation and cultural program enhancements that result in successful, innovative, and mission-oriented recreation program offerings. The process includes analysis of the following programming aspects:

- Lifecycle analysis
- Program innovation cycle
- Age segment distribution
- Core program analysis and development
- Facility Gaps
- Best Practices from similar and comparable agencies
- Similar provider analysis/duplication of services
- Review of program development process
- Service systems and agency support needed to deliver excellent service
- Standards and Performance Measures

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants.

Data provided by the City will be used to analyze current use of park land, recreation facilities, outdoor recreation programs, and other services. Prior year data may be used to uncover trends in use and participation, and when synthesized with demographic and recreation trend findings, can inform future projections for specific aspects of programming and site utilization. This analysis will include the type of program, user group, and ages of persons served, and analyze attendance levels, markets served, and locations of program offerings. As part of this analysis, the team will identify peers in recreation service delivery in the area to assess potential partners. Recommendations will be developed to suggest partnerships and program alterations, or additions backed by demand analysis, community needs assessment, public input, and focus groups/interview conclusions.

Deliverables:

- 1. Recreation services and programs evaluation chart and summary*

1.7 Progress Reporting and Park Board Meetings

Every project phase shall involve project management from Design Workshop's Principal-in-Charge and the Project Manager. Design Workshop strives to ensure quality through clear communication and dialogue with our clients and amongst our team. We believe progress meetings with City staff, conducted via GoTo Meeting, should be held bi-weekly throughout the course of the project with every other meeting to include the Project Advisory Committee.

We anticipate the consultant team should participate in four meetings with the Spokane Park Board at key project milestones, with two of these meeting potentially with a Park Board subcommittee or other city entity. Additionally, materials will be provided to City staff to encourage updates be provided to the Board throughout the process.

Deliverables:

1. *One copy of all completed or partially completed work, three days prior to progress meetings*
2. *Bi-weekly progress meetings via GoTo Meeting documented with a meeting record issued by the Project Manager.*
3. *Monthly percentage complete project report by task.*
4. *Four (4) Park Board meetings over the course of the project – two (2) of the presentations may be to a park board subcommittee or another city entity*
5. *Monthly Project Advisory Committee meetings over the course of the project in conjunction with the bi-weekly progress meetings via GoTo Meeting and documented with a meeting record issued by the Project Manager.*

1.8 Community Benchmarking Survey

Design Workshop will work with City staff to select up to four (4) comparable communities of similar characteristics that will provide useful benchmarks.

Our team will complete a benchmark analysis to compare the City of Spokane to other relevant peer agencies including those both nearby and nationally. Our team will work with City staff to identify the key metrics to be surveyed and analyzed, as well as the benchmarked communities. Common metrics include park and facility inventories, budgets, fees, staffing, and policies. Standards, fees, and funding sources vary throughout all communities, even within the same state. We will identify points of comparison for other similar sized regional cities in the Pacific Northwest that might indicate to Spokane some approaches that have received support in comparable places.

Deliverables:

1. *Comparable community benchmarks charts and summary*

1.9 Project Brand Development

The development of a project brand is a critical tool for telling the story of the planning process and will help unify the project in an accessible and approachable format for the public and stakeholders. This effort has significant impact in increasing engagement and public participation. The brand and its outcomes will help make the planning process fun, relatable and engaging so that the public makes the connection that their input has impact in the quality and outcomes of the plan.

To begin the process, we will review existing branding from the City to ensure brand alignment as well as collecting any existing brand assets that will support the overall process.

Our branding process will develop the primary brand elements, including a logo, color palette, graphic styles, typography and icons. These elements can be deployed across the print, digital and social media, public engagement materials, as well as the final completed document for the duration of the project.

We propose two rounds of concept development. The first round will present 2 options for feedback that can then be refined for the second round and approval. This is an efficient and cost-effective approach to the project brand.

Deliverables:

1. *Initial Meeting to discuss client preferences and process*
2. *Existing Brand Review to orient and align the Project Brand development*
3. *Brand Concepts Round 1*
4. *Brand Concepts Round 2*

PHASE TWO: CREATING A SHARED VISION

The specific tasks to be completed are as follows:

2.1 Public Engagement and Communication Plan

The Design Workshop team will develop a public outreach plan including the preparation of a stakeholder analysis matrix. As part of this, we will categorize the groups that will be engaged as stakeholders in the project process. Discussion of these stakeholders will begin with the kick-off and identify the optimum role for these groups within the project. Ultimately, we will work with City staff to develop a stakeholder engagement plan document that includes identification of the stakeholders, contact information, scheduled meeting dates, and information distribution methods, and responsibilities. The communication plan will be informed and implemented by City communications staff.

Deliverables:

1. *Stakeholder analysis matrix*
2. *Stakeholder communication plan*

2.2 Focus Groups and Stakeholder Interviews

We anticipate conversations with individual stakeholders will be needed early in the process to gain a detailed understanding of the history, current conditions, and future plans. We will want to hear from a variety of perspectives and facilitate a dialogue between different groups to discuss various ideas. We anticipate meetings will be needed with the following stakeholder groups, but will determine the actual topics and participants with City Staff at the project kick-off meeting:

- Growth and Future Neighborhood Development: developers and Community Development leadership, County and City leadership, Chamber of Commerce
- Program Offerings: program providers and public land managers
- Youth Recreation: school administrators, health care providers, child care providers, 4-H
- Recreation and Events Programming: recreation clubs and community organizations, visitor services
- Funding and Financing Options Evaluation: City and County staff

Deliverables:

1. *Focus group meeting agendas and meeting notes*
2. *Two (2) days of facilitated meetings with key community stakeholders*

2.3 Community Workshop #1: Values and Vision

Our team of experienced facilitators will lead in-depth discussions and facilitated listening sessions with a broad cross-section of the community to ensure interactions lead to clear community direction and understanding. We will utilize instant feedback keypad polling to quantitatively identify concepts that receive the most support. Following the presentation and keypad polling, the meeting will break into small groups to review base maps and indicate locations of desired amenities, trails and programs. Facilitated discussion of aspirations will aid the process in understanding the various elements that citizens feel are important to a long-term vision.

We will gather input focusing on the following:

- Further develop an understanding of community values expanding upon the focus group findings related to the locations of recreation, parks, open space and trails
- Assess community values towards existing and potential resources within the community and region so these variables may be weighed in mapped form
- Identify site-specific trade-offs regarding resource conservation and recreation opportunities

The meeting presentation and materials will be formatted for inclusion on the City website and the keypad polling questions will be made available on the City website for those unable to attend the meeting to provide input.

Deliverables:

1. *Meeting invitation lists, announcement materials, and advertisement plan*
2. *Meeting agendas*
3. *Base maps, exhibits, and materials needed to provide and collect information at the workshop*
4. *Meeting summary notes*
5. *Formatted meeting materials provided for addition on the City website*
6. *Documentation of the meeting conclusions and outcomes*
7. *Survey questions for online survey*

2.4 Community Workshop #2: Draft Concepts and Recommendations

The purpose of this meeting is to capture community input on the prioritization of recommendations and refinement of the plan concepts. The potential sequence of implementation for land acquisitions, development of parks, trails, open space and recreation facilities along with maintenance and renovation of parks, trails and recreation facilities will be refined based on community input. We will use prioritization exercises such as participatory budgeting, impact vs. urgency keypad questions and other strategies to understand and weigh the priorities of citizens. This will also be an important meeting to share our findings on the feasibility, partnerships and trade-offs evaluation.

Deliverables:

1. *Meeting invitation lists, announcement materials, and advertisement plan*
2. *Meeting agendas*
3. *Base maps, exhibits, and materials needed to provide and collect information at the workshop*
4. *Meeting summary notes*
5. *Formatted meeting materials provided for addition on the City website*
6. *Documentation of the meeting conclusions and outcomes*
7. *Survey questions for online survey.*

2.5 Area Workshops

To augment the reach of the citywide community workshops we will work with City staff to identify up to four (4) locations across the city for additional neighborhood-scale workshops. These events are intended to reach additional audiences, particularly hard to reach populations, and might include appearances at civic association meetings, public events, or popular civic spaces. These events will use the same engagement materials from Community Workshop #1, complemented by additional context-specific materials, and will be facilitated by Design Workshop team members along with support from city staff .

Deliverables:

1. *Announcement materials and advertisement plan for four (4) area workshops*
2. *Meeting agendas*
3. *Base maps, exhibits, and materials needed to provide and collect information at the workshop*
4. *Facilitation of workshops by two (2) consultant team members*
5. *Documentation of the meeting conclusions and outcomes*

2.6 Pop-Up Surveys (City staff facilitated)

Pop-Up Surveys enable the team to reach communities that may not be typically inclined to participate in citywide community workshops or traditional surveys. We will work with City staff to identify up to three (3) locations across the city for pop-up events in conjunction with otherwise planned happenings. These events are intended to reach additional audiences and might include appearances at civic association meetings, public events, or popular civic spaces. These events will use an abbreviated version of the engagement materials from the area workshops, updated if needed, and will be facilitated by City staff.

Deliverables:

1. *Announcement materials and advertisement plan*
2. *Meeting agendas*
3. *Base maps, exhibits, and materials in pdf format needed to provide and collect information at the workshop*
4. *Documentation of the meeting conclusions and outcomes*

2.7 Citywide Statistically Valid Invited Survey

The National Research Center (NRC) will lead the execution of the statistically valid survey that will complement and supplement the qualitative data gained through the above methods.

- **Creating the Questionnaire and Survey Materials**
Design Workshop and NRC will work with City staff to develop a questionnaire that covers the objectives of the study. We recommend that the length of the questionnaire be the equivalent of 3 standard letter-size pages. It is recommended that the City conduct a pilot test of the survey by asking family members or friends not involved with the project to take the survey and provide feedback on anything they find confusing or hard to understand. We can make final modifications to the survey based on that feedback.
- **Selecting Survey Recipients**
Generally, a statistically valid survey means that a random selection of the population of interest (usually adults or households in the community) are chosen to participate in the survey. For most of our surveys, we randomly choose households as recipients from the USPS Delivery Sequence File, which includes nearly all households in a community. For a mailed survey, we assume the response rate would be between 10% to 20%. We are proposing choosing 4,000 households to receive the survey, with a total number of completed surveys between 200 and 600. This would result in a 95% confidence interval (often referred to as the “margin of error”) of $\pm 6.9\%$ to $\pm 4.0\%$. If there is concern about reaching certain communities, we have the ability to “over-sample” areas such as City Council districts or multi-family residential buildings to reach the renter community.

- **Administering the Survey**

We are proposing to administer the survey online but survey recipients would receive two mailings: a postcard invitation and a follow-up letter invitation. Each invitation would include a URL for the online survey. Additionally, recipients will also have the option of responding to a printed survey if that is preferred. If the City is worried about recipients sharing the link and inviting special interest groups to the survey, or trying to “stuff the ballot box” by completing the survey multiple times, we can include a PIN on the mailing that the recipient must enter to complete the survey, limiting the responses to one per household. We believe the likely response rate to this type of survey is between 5% and 15%.

- **Data Analysis and Report Preparation**

The first step in preparing the data for analysis is to weight the data to reflect the demographic profile of the surveyed population. Weighting is an important method to adjust for potential non-response bias. In general, residents with certain characteristics (for example: those who are younger or rent their homes) are less likely to participate in surveying, whatever the data collection mode.

We will prepare the report in Microsoft® Word (as well as convert documents into a PDF format). We will also include an executive summary that gives a quick overview of results while highlighting key findings. The appendices will include crosstabs of the survey results by respondent characteristics and technical details on the survey methodology. Drafts of the report will be provided to the City for review and the final report will incorporate any comments we receive.

If needed, the survey can also be translated into Russian or Spanish to ensure this representation.

Deliverables:

1. *Draft survey questions and revisions based on City staff review*
2. *Mailed survey materials - one (1) draft and one (1) final*
 - a. *Postcard invitation and follow-up letter invitation*
3. *Survey report responses and methodology*

2.8 Citywide Online Open Survey

To extend the value of the Statistically Valid Survey, a version of the survey will be made available as an online survey open to all city residents. This survey, which will also be made available in printed format, is typically one of the most accessible means of participating in the planning process and should be designed as such. Our team will develop the survey questions in coordination with City staff and then work with City staff on the developing the outreach strategy to achieve a diverse response, particularly from communities who do not typically participate in the planning process.

If needed, the survey can also be translated into Russian or Spanish to ensure this representation.

Deliverables:

1. *Survey outreach plan*
2. *Data analysis and tables documenting responses*
3. *Electronic dataset of survey results*

TASK THREE: EVALUATION OF CONCEPTS AND DEVELOPMENT OF RECOMMENDATIONS

The specific tasks to be completed are as follows:

3.1 Parks, Trails, Open Lands, and Recreational Programs Strategies Development

Initial plan themes and concepts will be drafted to outline and organize the initial plan recommendations. Evaluation of the long-term sustainability of various strategies and recommendations will be conducted within this step. Once evaluated through the stakeholder and public engagement process, staff and board input, the recommendations and infrastructure renewal with associated capital expenditures will be organized in a prioritization matrix based on community needs.

Park development design recommendations to optimize the useful life will also be developed to provide recommendations that enhance long-term efficiencies and resiliency of parks managed by the Parks and Recreation Department.

Deliverables:

1. *Draft strategies narrative memo*
2. *Plan concepts and themes narrative with diagrammatic map exhibits*
3. *Park Development Design Recommendations*
4. *Trail Design Recommendations*

3.2 Equitable Distribution Analysis and Recommendations

Demographic maps from Phase 1 including age of residents, density of households, household economics, housing type, and race/ethnicity will be overlaid with Phase 3 concept maps to identify equity and if there are disparities in the distribution of open space, parks and trails on a citywide scale. These maps will be used in informing the assessment of current policies for acquiring and funding parks, open space, and trails, grant criteria, and other recommendations.

Deliverables:

1. *Series of citywide equity maps covering up to four (4) demographic criteria*
2. *Composite citywide equity map*

TASK FOUR: PLAN DOCUMENTATION AND ADOPTION

The specific tasks to be completed are as follows:

4.1 Prioritized Facility and Program Priority Rankings

Our team will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, park and facility assessment, recreation services assessment and the service area mapping into a quantified facility and program priority ranking. This priority list will be compared against gaps or surplus in recreation services, parks, facilities and amenities, as well as the City's existing project plan for basic replacement and minor new facilities.

This will list and prioritize facility, infrastructure, amenities, and program needs for the parks and recreation system and provide guidance for the Capital Improvement Plan. The analysis will include probable future parks, recreation facilities, community centers, open spaces and trail needs based on community input, development potential, natural amenities, as well as state and national user figures and trends. We will conduct a work session with City staff to review the findings and make revisions as necessary.

Deliverables:

- 1. Draft near-term, mid-term, and long-term investment prioritization list*
- 2. Implementation Strategies and Responsibilities Matrix*

4.2 Draft Parks and Public Open Space System Master Plan

The preferred recommendations and plan concepts will be documented with funding priorities identified. This document will be easy to navigate and graphically rich with maps and images to explain the concepts. Documentation of the main Master Plan document we anticipate roughly a maximum of 75 pages in length for ease of reading, plus appendixes. Contents from these materials will be presented at the Community Workshops to gather final comments.

Deliverables:

- 1. 75% complete Master Plan Draft document available for review and comment*
- 2. Support charts, graphs, and maps*

4.3 Plan Review and Document Completion

In addition to a public review of the draft plan, a draft plan will be provided to the Park Board. Design Workshop will provide one presentation of the draft report and gather comments concurrent with the date of the public meeting. Based upon input received from the public review process, the plan will be refined and revised.

Deliverables:

- 1. Presentation power point, boards and handouts*
- 2. One (1) Parks Board Meeting*

3. *Comment log*
4. *90% complete draft plan document*

4.4 Final Document Creation and Adoption

Comments received from the City Council, Park Board, and other review agencies will be evaluated with City Staff to determine the alterations needed to finalize the draft plan. The final plan will be produced with comments incorporated. One final presentation will be given to the City Council for adoption.

Deliverables:

1. *Updated comment log*
2. *Park and Public Open Space Master Plan document, Executive Summary, one printed and bound color copy and electronic copy in a format compatible with the city's software.*
3. *All images formatted as stand-alone jpeg files.*
4. *Final Plan Map files in GIS ESRI ArcView format*
5. *One (1) adoption hearing presentation with City Council*

4.5 Community/Neighborhood Park Development

Our team will work with City staff to select two (2) community or neighborhood park sites in need of improvement. It is understood that one of these sites may be Meadowglen Park and the other would be identified following the citywide analysis. The concept design process will serve as a means of testing ideas and input generated through the earlier planning process and provide an opportunity for immediate response to community need. The design process will include a site analysis component using GIS mapping, field observation, and precedent study that will result in a site analysis framework of opportunities and constraints. From this, the design team will produce up to two (2) concept alternatives for each park site that will be presented to nearby communities at the Area Workshops. With feedback from the community and City staff, the design team will then develop a preferred concept design for each site and prepare a matrix of recommendations that can help to phase and budget for future improvements.

Deliverables:

1. *Existing Conditions Plan formatted as an 11x17 exhibit for each park site*
2. *Up to two (2) Concept Alternative Plans formatted as 11x17 exhibits for each park site*
3. *Preferred Concept Plan formatted as an 11x17 exhibit for each park site*
4. *Recommendation matrix formatted as an 11x17 exhibit for each park site*
5. *Opinion of Probable Cost formatted as an 11x17 exhibit for each park site based on Preferred Concept Design*

ALTERNATE 1

5.1 Policy and Standards Analysis

Existing policies, fee structure, funding sources, budget, capital improvement plans and organizational structure information will be collected and summarized in a technical memo. We will review and summarize current city land use policies and regulations related to open space and development, impacts to natural resources, community buffers, park and trail dedication and maintenance, and retention of heritage and agricultural lands. This initial assessment of your program will be used to inform recommendations for the final Master Plan.

We will interview City staff to better understand the implications of these regulations or policies for development practices and City initiatives, including how they currently implement the Parkland Dedication Ordinance and what ideas staff have to further incorporate and implement the ordinance into the City's land use regulations. The interviews will be comprehensive enough to be able to draw some conclusions about how current regulations work related to growth pressures and other City requirements related to growth and development.

We will also complete up to five (5) interviews with key stakeholders from the development community and homeowners associations to understand their perspective on what works and what could be improved in the current land use regulations in regard to parkland dedication.

Deliverables:

1. *Technical Memo of existing policy analysis.*
2. *Transcripts from interviews with City staff and stakeholders.*

5.2 Operations, Maintenance, and Staffing Plan

Our team member ETM Associates will update and/or establish operational and staffing standards for the full operation of the system. This will include maintenance standards, staffing levels needed for programs, technology requirements, customer service requirements and administration based on established and agreed upon outcomes. The team will evaluate governance of parks and functions in the overall structure with recommendations on how to operate in the most effective functional and efficient manner. ETM Associates will conduct a work session with key management staff on what they consider to be core essential services, important services, and value-added services based on observations, individual interviews, focus group interviews and operating practices. The focus will be on whom the services are provided to, for what purpose, for what benefit, and for what cost.

Deliverables:

1. *Draft recommendations memorandum*

5.3 Functional Organizational Structure

Using a business-oriented approach with integration of industry best management practices, our team partner ETM Associates will assess the feasibility of the realignment of staffing structures to create more efficiency. This will help enhance the organizational infrastructure through a more efficient design where appropriate that is functionally based.

Deliverables:

1. *Draft recommendations memorandum*

5.4 Financial Review / Fees and Charges Study

Our team will perform analysis to document the financial situation of the service area and/or business centers therein. The financial analysis will look at the budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and the revenue forecast. This analysis will identify the financial situation of the service area with three primary goals:

- Understand the financial dynamics to further advance the understanding of operations gained through the work described above
- Review funding and accounting practices with an objective of accurate financial fund tracking and the ability of City staff to have more useful financial information for strategic decision-making
- Seek opportunities to improve the financial sustainability for the future including evaluating expenditures and increasing current and new sources of revenue
- We will also review current financial policies. This review will include comparison of current policies with national standards of best practice agencies. The consulting team will recommend cost recovery goals, policies and adjustments to current policies where enhancements may be needed or gaps are identified.

Deliverables:

1. *Finance Review Summary Document*

5.5 Funding Strategies / Partnerships Study

Additional funding recommendations will be developed based in part of our review and analysis of the City and Department, as well as the national experience brought by the consulting team. Our team has identified a variety of methods on past work that can potentially be applied to Spokane. These strategies include:

- Understand the financial dynamics to further advance the understanding of operations gained through the work described above
- Fees and charges
- Endowments/ Non-profit agencies
- Grants from national agencies and private sources
- Sponsorships
- Partnerships
- Dedicated sales or property tax
- Dedicated funding sources

Deliverables:

1. *Funding Strategies Draft Recommendations Memorandum*

5.6 Delivery Evaluation Recommendations

ETM Associates will analyze the operations and methods used to deliver existing services. This process will involve staff interviews, observations of procedures, user interviews, and a review of promotional materials and methods. The analysis will include an evaluation of the customer interface aspect of service delivery, identifying the elements that are critical to success and barriers to customer participation and satisfaction.

Deliverables:

1. *Delivery Evaluation Memorandum*

CONDITIONS AND EXCLUSIONS

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by Client and shall not be liable for errors or omissions therein. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

In order to begin services, we will require the following information:

1. All relevant existing plans and studies
2. All available GIS data managed by the City of Spokane

The following scope items are not included in Design Workshop's fee, and should they be requested, would be billed as an additional service:

1. Project Website (*note: it is understood that the City of Spokane will manage a project website and Design Workshop would provide content for the website at key milestones*)
2. Final Plan Release Event
3. Nature Score Matrix
4. Conservation Assessment
5. Natural Lands Management Plan
6. Park site survey

PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

Principal-in-Charge – Anna Laybourn

Anna will serve as Principal-in-Charge of the Spokane Parks and Public Open Space Master Plan project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

Project Manager – Eric Leshinsky

Eric will serve as the Project Manager for the Spokane Parks and Public Open Space Master Plan project and will also be responsible for leading the planning and design efforts associated with the work. His responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of the Client's and Design Workshop's consultant team.

SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a retainer and a signed copy of this proposal from an authorized owner's representative. At this time, it is anticipated that the project schedule will run approximately 10 months from Notice to Proceed. Note: edited schedule to 10 months, to match original RFQ, and response to our request. Jo-Lynn Brown 2.6.2020

FEES AND EXPENSES

1. Basic services

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of **\$217,655** with an additional scope of **\$49,155** (Alternate 1) that would be authorized during Phase 3.

The estimated fees are as follows:

Phase One	Establish a Foundation of Understanding	\$ 75,435
Phase Two	Creating a Shared Vision	\$ 70,180
Phase Three	Evaluation of Concepts and Dev of Recommendations	\$ 20,870
Phase Four	Plan Documentation and Adoption	\$ 51,170
Total Professional Fees Phases 1-4 (labor only)		\$ 217,655
Reimbursable Expenses		\$ 22,375

Alternate 1 (Phase 5) \$ 49,155

2. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to, travel, photography, telephone charges, video conference charges, postage, and printing expenses shall be billed at Design Workshop's cost plus seven percent (7%). *It is understood that the expenses associated with Task 2.7 Citywide Statistically Valid Invited Survey will be covered separately by the City of Spokane.*

3. RETAINER

In accordance with Design Workshop's policy, a retainer of \$15,000 is payable upon acceptance of this proposal. The retainer will be applied to our final billing. All invoices must be paid prior to release of the final documents.

4. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or

**BASE CONTRACT
SCOPE**

**HOLD PRICE FOR
FUTURE ADD**

expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

5. **TAXES** (For Canada, UAE and other states and countries that may apply)
Any taxes or fees, (local, state or federal), based on gross receipts or revenues will be added to amounts due under this contract.

PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and (insert name of client), owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: _____

Date: _____

Title: _____

APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____

Rate Schedule (Effective 1/1/2020)

Anna Laybourn, Principal	\$200/hour
Eric Leshinsky, Project Manager	\$175/hour
Landscape Architect	\$150/hour
Graphic Designer	\$110/hour
Planner	\$100/hour
Landscape Designer	\$90/hour
Intern Planner/Designer	\$65/hour

Attachment A

Contract Provisions

1. All fees, commissions, and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). In the event of non-payment, such unpaid amounts shall constitute and become a lien upon the property for which professional services are being performed or completed. Design Workshop may, at its discretion, assert its right to file and foreclose upon such lien, in addition to pursuing any other remedies permitted by law. Client agrees that all statements not objected to in writing within thirty (30) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Design Workshop's performance, and the value of the services provided to Client. If Client does not pay Design Workshop within thirty (30) days of the date of billing and Design Workshop consults with an attorney for collection, then, in addition to all sums due, Client agrees to pay all costs incurred by Design Workshop associated with collection, including Design Workshop's reasonable attorney's fees and reasonable court costs. Additionally, in the event Client brings any claim(s) against Design Workshop in any lawsuit, arbitration, or other form of binding dispute resolution (hereinafter "Proceeding"), if Client is not the prevailing party in its claim(s) against Design Workshop or if Design Workshop is dismissed from the Proceeding for any reason (including by stipulation, agreement, court order, or voluntary withdrawal of claims by Client), then Client shall pay all costs incurred by Design Workshop associated with defending against the claim(s), including Design Workshop's reasonable attorney's fees and reasonable court or arbitration costs.
2. When any invoice is outstanding and unpaid thirty (30) days after the date of billing, Design Workshop may, at its discretion, stop work on the project. In addition, when any invoice is outstanding and unpaid ninety (90) days after the date of billing, Design Workshop may withdraw from any governmental agency review process any applications, drawings, submittals or other project documents reflecting Design Workshop's services. No notice of Design Workshop's intent to stop work or to withdraw from any governmental review process shall be required. Client forever releases, discharges and holds Design Workshop harmless from any and all liability arising out of Design Workshop's withdrawal of any applications, drawings, submittals or other project documents. Client shall fully indemnify, defend, and hold harmless Design Workshop against any and all claims for liability asserted by any project participant for any action taken by Design Workshop under this paragraph.
3. If the project is suspended or abandoned, in whole or in part, for a period of ninety (90) days or more, or upon instruction by Client to Design Workshop to suspend activity on the project, Design Workshop shall be compensated for all services performed together with all reimbursable expenses due and the Agreement shall be deemed terminated. If the project is resumed after such suspension, the Agreement between Client and Design Workshop shall be renegotiated prior to resumption of services by Design Workshop. Such renegotiation shall include a fee for remobilization costs incurred by Design Workshop. In the event that this Agreement is terminated due to the suspension or abandonment of the project, Client shall make full payment to DW for all compensation due hereunder within 30 days of receipt of a final invoice from DW. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, services, and expenses for a ninety (90) day period or written instruction by Client to suspend substantially all project activities.
4. Design Workshop reserves the right to raise hourly rates at its own discretion during the course of this project. Any such increases, however, will not result in an increase in the total fees identified in this proposal unless specific services are being provided on a time and materials basis.
5. All drawings, specifications and other work product, including those in electronic form, prepared by or through Design Workshop are the Instruments of Service for use solely with respect to this project. Design Workshop shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory, and other rights, including copyrights.

Design Workshop grants the Client a nonexclusive license to reproduce Design Workshop's Instruments of Service solely for the purposes of constructing, using and maintaining this project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The Client shall be permitted to authorize its contractors, subcontractors and material suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of this project. The drawings and specifications shall not be used by the Client on another project, except by agreement in writing between Design Workshop and Client.

Any unauthorized use of the Instruments of Service without Design Workshop's consent shall be at the Client's sole risk and without liability to Design Workshop. The Client shall indemnify and hold harmless Design Workshop, and Design Workshop's subconsultants from and against claims, damages, losses and expenses, including, but not limited to payment of attorney's fees, arising out of unauthorized use of the Instruments of Service that are part of this project.

Design Workshop shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce the Instruments of Service by reason of the casualty, destruction or loss of documents that occurs through no fault of Design Workshop.

6. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Design Workshop should be listed as the planner/landscape architect. In addition, this Agreement represents non-exclusive approval by the Client for publication and award submissions of the project by Design Workshop.

7. The parties agree not to solicit for employment any employee of the other with whom the parties have had contact as a result of this Agreement, while the candidate is employed by the other party, and for twelve (12) months following termination of such employment, unless specifically agreed to in writing.
8. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Agreement may be deemed terminated by the non-defaulting party. For purpose hereof, any failure to pay sums due in accordance with Paragraph 1 shall be deemed default. Either party may terminate this Agreement for convenience and without cause upon thirty (30) days written notice by either party. If Client terminates this Agreement for convenience, DW shall be compensated for Services performed prior to termination, together with reimbursable expenses then due.
9. Design Workshop shall perform its services consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same manner and similar locality under the same or similar circumstances. Design Workshop and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 8.
10. All notices and other communications that are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by electronic mail, by telecopy, by overnight courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Design Workshop:	If to Client:
Telephone:	Telephone:

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery, electronic mail, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

11. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions herein.
12. This Agreement shall be binding upon the parties, their partners, successors, assigns, and legal representatives. Client shall not assign this Agreement without the consent of DW.
13. This Agreement may be amended or modified only by written instrument executed by both parties.
14. This Agreement (together with the attached Exhibits, which are incorporated herein by this reference) constitutes the entire agreement between the parties and supersedes prior understandings, written or oral. No waiver under this Agreement shall be valid unless it is given in writing and duly executed by the party to be charged therewith.
15. This Agreement shall be governed by the Laws of the State of Colorado. The parties agree that venue for any dispute between them arising out of or relating to this Agreement shall be in the City and County of Denver, State of Colorado.
16. In construing this Agreement, (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, (iv) the word "or" is not exclusive, and (v) references to this Agreement or Sections or paragraphs of this Agreement refer to this entire Agreement including all exhibits, schedules, and Addendum attached hereto, as the same may be amended from time to time.
17. This Agreement represents the entire and integrated agreement between Client and Design Workshop and supersedes all prior negotiations, warranties, representations, promises or agreements, either written or oral, and with direct or indirect, connected in any way with this Agreement. Client agrees that it is not relying on, and Design Workshop has not bound by, any representations, claims or promises made by Design Workshop or any of its agents or employees, or contained in any marketing or other materials, unless they are expressly included in this Agreement.
18. Client and Design Workshop acknowledge that achieving any performance objectives is dependent upon many factors beyond Design Workshop's control, such as Client's use and operation of the project; the work provided by other contractors and consultants; and interpretation of the finished project by any applicable authority or inspection agency. Performance objectives can include sustainability environmental goals, economic goals, social goals and other similar objectives that can be measured. Accordingly, Design Workshop does not warrant or guarantee that the project will achieve any performance objectives unless expressly stated otherwise in this Agreement.

Other conditions

(Insert additions and modifications to the Standard Contract Provisions.)

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	Feb. 10, 2020		
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)	CXT Inc. prefabricated restroom purchase agreement/West Havermale playground (\$113,559.72, tax inclusive)		
Begin/end dates	Begins: 02/13/2020	Ends: 12/31/2020	<input type="checkbox"/> Open ended
Background/history: A request for bid was issued for ADA-accessible, prefabricated restroom for West Havermale. CXT Inc. was the low bidder for the prefabricated restroom. The restroom includes increased floorspace for ease of ADA access, adult size changing tables, heating and insulation, mop sink, and drinking fountain.			
Motion wording: Move to approve CXT Inc. prefabricated restroom purchase agreement for West Havermale playground in the amount of (\$113,559.72, tax inclusive)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: CXT, Inc. Name: Todd Weger Email address: TWeger@lbfoster.com Phone: 509-703-3384			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke Dlarnold@spokanecity.org Requester: Berry Ellison Bellison@spokanecity.org Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$113,559.72, tax inclusive Budget code: 5901 79218 94000 56701			
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: 601 279 666 Business license expiration date: 11/30/20 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Quote #: EKUE601FHU-2

**Mailing Address:**

CXT Incorporated, an LBFoster Co.
3808 North Sullivan Road Bldg. #7
Spokane Valley, WA 99216

Phone: (800) 696-5766**Fax:** (509) 928-8270**Date:** 11/13/2019

Re: WA Spokane West Havermale Riverfront
Park City of Spokane Parks & Recreation
Department

To: City of Spokane Parks & Recreation Dept

808 W. Spokane Falls Blvd
Spokane, WA 99201-3317

Our quotation for the Mendocino - EXK5 building is as follows:

Per Building

Mendocino flush building with ribbed metal roof and stucco wall texture, three 16-gauge galvanized steel doors and frames, stainless steel plumbing fixtures (2-lavatories, 2-water closets), 3-roll toilet paper holders, two exhaust fans, three GFI outlets, floor drains, two s/s mirrors, two stainless steel adult changing stations, two skylights, ADA grab bars, ADA signs, one hose bib in chase area, LED motion controlled interior lights and photo cell controlled exterior lights.

\$88,542.98

Includes PE stamped drawings and calculation with Labor and Industry approval, inspection, tags, and NLEA.

Reference drawing #19P20 Rev 2

Heating and FRP Insulation Packa

\$12,786.11

Mop Sink with faucet

\$773.33

Freight

\$2,176.47

\$104,278.90**FOB:** Freight FOB Plant Prepaid and Add.**Terms:** Net 30 with Credit Approval.

Notes: Sales tax not included
Number of Units: ____

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

By _____

Eric Kuester
ekuester@lbfooster.com

Accepted this _____ day of _____ 20____

By: _____ (Customer Name)

(Signed)

Spokane Park Board

Briefing Paper



Committee				
Committee meeting date				
Requester	Phone number:			
Type of agenda item	Consent	Discussion	Information	Action
Type of contract/agreement	New	Renewal/extension	Amendment/change order	Other
City Clerks file (OPR or policy #)				
Item title: (Use exact language noted on the agenda)				
Begin/end dates	Begins:	Ends:	Open ended	
Background/history:				
Motion wording:				
Approvals/signatures outside Parks: Yes No If so, who/what department, agency or company: Name: Email address: Phone:				
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Grant Management Department/Name:				
Fiscal impact: Expenditure Revenue Amount: Budget code:				
Vendor: Existing vendor New vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) W-9 (for new contractors/consultants/vendors) Contractor is on the City's A&E Roster - City of Spokane ACH Forms (for new contractors/consultants/vendors) UBI: Business license expiration date: Insurance Certificate (min. \$1 million in General Liability)				



Client: 0525639

Printed on: 12/23/2019

Created on: 12/23/2019

City of Spokane - Parks & Rec
Attn: Angel Spell - 509 363-5495
808 W Spokane Falls Blvd
5th Floor
Spokane, WA 99201
Business: (509) 481-1537

Bartlett Tree Experts
Joe Zubaly - Representative
11120 East Empire Avenue
Suite 3
Spokane Valley, WA 99206
Mobile Phone: 208-640-6401
E-Mail Address: jzubaly@bartlett.com

Property Address: Riverfront Park OPR 2016-0549, North Howard Promenade and Pavilion 2018, Spokane, WA 99201

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Tree and Shrub Work:

Removal

Grind the Selected stumps located at the Construction site to approximately 12 inches below existing grade. Leave mulch.

Arborist Notes:

- 5 stumps to be ground and 2-4 log loads hauled off site.
- Above price is approximate.
All work to be billed @ \$120/man hour port to port.

Amount: \$1,920.00

Tax: \$155.52

Tree Preservation

Air excavation services to include:

15 Tree Protection Zones installed. Includes fencing and 4-6" wood chip layer inside of fencing.
TPZs are priced @ \$360/tree.

Amount: \$5,400.00

Tax: \$437.40

Root Collar/Surgery

Root prune Selected group located at the Construction site to reduce the risk of root damage and subsequent decay within the critical root zone. Roots will be pruned by excavating soil with an air-tool and severing roots with a saw. at a distance of approximately 6 feet from the stem to a depth of approximately 9 inches in depth. Trenches will be

Client: 0525639

Printed on: 12/23/2019

Created on: 12/23/2019

backfilled with soil.

Arborist Notes:

- Air excavation and root pruning performed by a Certified Arborist billed @ \$625 each tree.

It is difficult to estimate the number of Root treatments necessary prior to construction, but based on such a tight work site, I estimated that there would be 12 of the 15 trees excavated that are being protected.

Amount: \$7,500.00

Tax: \$607.50

Total Amount: \$14,820.00

Total Tax: \$1,200.42

Total: \$16,020.42

Please review the information and the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

(Customer Signature)



(Bartlett Representative - Joe Zubaly)

(Date)

12/23/2019

(Date)

* Sales tax added where applicable. Prices are guaranteed if accepted within thirty days.

All accounts are net payable upon receipt of invoice.

Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to
<http://www.bartlett.com/BartlettCOI.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.

Meet Your Bartlett Arborist Representative

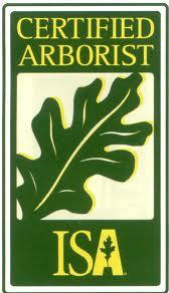


Joe Zubaly

Arborist Representative

Joe has been in the tree care industry for 27 years, spending the last 20 years in the Spokane/CDA area as President of Northwest Plant Health Care Inc. NPHC was acquired by Bartlett Tree Experts in January of 2017. His commitment to his customers and the care of their properties is only enhanced by the resources and scientific approach to tree care that Bartlett now brings to the Spokane market.

Joe has a B.A. in psychology and has been an ISA Certified Arborist for more than 20 years and uses this education and his experience to help people connect with trees every day.



About Bartlett Tree Experts

Founded in 1907, Bartlett specializes in preventive health care for your trees and shrubs including soil management, insect and disease management, and general tree maintenance such as pruning, cabling and bracing, lightning protection, planting and removal. Bartlett brings the resources of world-class research right to your home via its Certified Arborists and Arborist Representatives. Bartlett is a family-owned, international company with over 100 offices located throughout the United States, Canada, England, and Ireland.

Joe has been married more than 20 years to Kate and has 3 teenage boys who keep them running to basketball and soccer games.



BARTLETT TREE EXPERTS

SCIENTIFIC TREE CARE SINCE 1907

509-892-0110

jzubaly@bartlett.com

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Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	Feb. 11, 2020		
Requester	Garrett Jones		Phone number: 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 #)			
Item title: (Use exact language noted on the agenda)	Resolution authorizing the use of excess bond proceeds on other capital projects within the Park System		
Begin/end dates	Begins: 02-13-2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: In 2015, the City sold \$64.3 million in bonds to support the redevelopment of Riverfront Park. These proceeds from the bond issue have been substantially drawn down and will have either been spent or encumbered by the terms of the bond covenant and IRS regulations. The interest earnings from the bond must be utilized in the same way as the bond proceeds; however, this resolution will allow any interest earnings remaining, after the Riverfront Park redevelopment project is completed, to be utilized for other capital project needs within the City Park system. This usage is allowable under the terms of the bond covenant.			
Motion wording: To approve a resolution to use remaining 2015 Park Bond proceeds for other capital needs in the Park system as approved by the Park Board.			
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: Garrett Jones Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

CITY OF SPOKANE
PARK BOARD RESOLUTION

WHEREAS, the City sold \$64.3 million of bonds to support redevelopment of Riverfront Park in Spokane, Washington, in 2015, and

WHEREAS, the proceeds from that bond sale have been substantially drawn down and will have been spent or encumbered in a timely manner as required by IRS Regulations and the Tax Certificate issued by the City, and

WHEREAS, the proceeds from the bonds were appropriately invested and Parks is now in possession of the earnings off of the bonds, which earnings must be expended properly, and

WHEREAS, the interest earnings off of these bonds must be spent in the same way that the proceeds from the bond sales themselves were to have been spent, and

WHEREAS, the interest earnings must be spent first on capital projects in Riverfront Park, but, if the Park Board certifies that all of those projects have been fully funded, then the Park Board may re-allocate the earnings to capital projects at other City Park properties, and

WHEREAS, all the capital projects identified for Riverfront Park have been fully funded by the proceeds from the bonds,

NOW, THEREFORE, the Park Board hereby resolves:

1. The capital projects identified as Riverfront Park Redevelopment projects to be funded by the 2015 Park Bond have been either completed or fully funded, and
2. Any remaining money from earnings from the bond proceeds may be expended on other capital projects within the Park system as approved by the Park Board.

DATED this _____ day of _____, 2020.

Park Board President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney