



Spokane Park Board Agenda

3:30 p.m. Thursday, Nov. 12, 2020

WebEx virtual meeting

Dial in: 408-418-9388

Access code: 146 927 1605

Password: jBwsCxBM682

Park Board Members:

Jennifer Ogden – President

Bob Anderson – Vice president

Garrett Jones – Secretary

Nick Sumner

Rick Chase

Greta Gilman

Sally Lodato

Gerry Sperling

Barb Richey

Hannah Kitz

Kevin Brownlee

Lori Kinnear – City Council liaison

Agenda

1. Introductions:

A. New Park Board members Hannah Kitz and Kevin Brownlee introduction – *Jennifer Ogden*

2. Roll Call: *Pamela Clarke*

3. Additions or deletions to the agenda: *Jennifer Ogden*

4. Public comment: *Jennifer Ogden*

5. Consent agenda: *Jennifer Ogden*

A. Administrative and committee-level items:

- 1) [Oct. 8, 2020, regular Park Board meeting minutes](#)
- 2) [Claims – October 2020 \(\\$4,514,550.68\)](#)
- 3) [LaRiviere Inc. change order #7/North bank playground \(\\$34,199.31, tax inclusive\)](#)
- 4) [Strata Construction amendment #7/ North bank playground \(\\$1,755, non-taxable\)](#)

6. Special guests:

A. Spokane Youth and Senior Centers Association quarterly update – *Jerry Unruh*, Hillyard Senior Center executive director

7. Special action/discussion item:

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

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

9. **Committee reports – action items:**

Urban Forestry Tree Committee: (The Nov. 3 meeting was canceled.) – *Rick Chase*

A. Action items: None

Golf Committee: Nov. 10, 2020 – *Gerry Sperling*

A. [Indian Canyon Golf Pro Doug Phares 5-year contract](#)

Land Committee: Nov. 4, 2020 – *Greta Gilman*

A. [Park Rules and Regulations Title 12 amendments](#)

B. [Turf Star Western equipment lease agreement \(not to exceed \\$100,000 per year, on a 5-year lease\)](#)

C. [Friends of the Bluff memorandum of understanding renewal](#)

D. [Land Expressions, LLC, construction contract/Manito Park Japanese Garden Pond restoration \(\\$286,843.69, tax inclusive\)](#)

Recreation Committee: Nov. 4, 2020 – *Sally Lodato*

A. Action items: None

Riverfront Park Committee: Nov. 9, 2020 – *Nick Sumner*

A. [U.S. Pavilion elevated experience name proposal](#)

Finance Committee: Nov. 10, 2020 – *Bob Anderson*

A. Action items: None

10. **Reports**

A. President: *Jennifer Ogden*

B. Liaisons:

1) Conservation Futures – *Greta Gilman*

2) Parks Foundation – *Gerry Sperling*

3) City Council – *Lori Kinnear*

C. Director: *Garrett Jones*

11. **Executive Session:**

A. None

12. **Correspondence:**

A. Letters/emails: [Proposed water tower on the South Hill \(26 emails\)](#)
[Park Rules/Regulations ordinance amendments \(3 letters\)](#)

13. **Adjournment:**

14. **Meeting Dates:**

A. Committee meeting dates:

Urban Forestry Tree Committee: 4:15 p.m. Dec. 1, 2020, via WebEx

Land Committee: 3:30 p.m. Dec. 2, 2020, via WebEx

Recreation Committee: 5:15 p.m. Dec. 2, 2020, via WebEx

Riverfront Park Committee: 3 p.m. Dec. 7, 2020, via WebEx

Golf Committee: 8 a.m. Dec. 8, 2020, via WebEx

Finance Committee: 3 p.m. Dec. 8, 2020, via WebEx

- B. Regular Park Board meeting: 3:30 p.m. Dec. 10, 2020, via WebEx
- 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 erahrcclerks@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)	Oct. 8, 2020, regular Park Board meeting minutes		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: Park Board minutes for the Oct. 8, 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: _____ Budget code: _____ n/a			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



Spokane Park Board

3:30 p.m. Oct. 8, 2020

WebEx virtual meeting

Park Board Members:

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

Parks Staff:

Jason Conley
Mark Buening
Fianna Dickson
Nick Hamad
Al Vorderbrueggen
Jennifer Papich
Jonathan Moog
Berry Ellison
Mark Poirier
Amy Lindsey
Nick Hamad
Pamela Clarke

Guests:

Dan Buller
Terri Fortner
Kevin Brownlee
Carol Ellis
Connie Scott
Diane Birginal
Mary Mackay
Merri Hartse
Mr. Kirby
Heather S.
Mark Muelheim
Rebecca Randell
Marcia Milani
Yan Densmore
Carolyn F.
Michael Soss
Anwar Peace

MINUTES

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

1. **Roll:** *Pamela Clarke*
See above
2. **Additions or deletions to the agenda:**
A. None
3. **Public comments:**
A. Proposed water tower on the South Hill – There were 40 citizens who called in to the meeting of which 13 shared their opinions and questions relating to a proposed water tower/high systems reservoir proposed on the South Hill. Recent City Engineering site study presentation supports the Hamblen Park location as the preferred site based on the identified selection criteria. There were 11 who testified who were opposed the Hamblen Park location, one citizen supported installing a water tower at Hamblen Park, and one posed questions regarding the Hamblen Park location.
 - 1) Carol Ellis urged Utilities to find another site as Hamblen Park should be preserved for park use. She reminded the board there is an established goal that every Spokane citizen be within two miles of a park. For Ms. Ellis, Hamblen is the only park in a two-mile radius of her home.
 - 2) Merri Hartse shared her concern that the presentation by City Engineering presented during recent public meetings reflect that the selection of Hamblen Park is a foregone

conclusion. She said the presentation minimizes the negative impact to the park, overlooks the destruction during construction and directs focus on the mitigating enhancements they will make following the installation of the tower. She explained this is conservation land and no mitigation could possibly restore this natural area to its current beauty. Ms. Hartse recapped a City Engineering analysis in 2018 which determined Napa and 32nd Avenue was the preferred location. Ms. Hartse urged the Park Board to exercise its independent authority and protect this small residential park.

- 3) Mr. Kirby urged the Park Board not to support the use of Hamblen Park for the water tower. The pandemic has underscored the importance of parks and open space lands for overall mental and physical well-being. He questioned why City Engineering hasn't provided any explanation as to why the Napa and 32nd Avenue original site proposal is no longer the preferred location. One of the mitigating solutions presented during a public meeting was to provide the neighborhood crosswalks for the loss of park land. He does not find this an acceptable answer.
- 4) Heather S. frequents Hamblen Park for its peace and tranquility. Its natural setting offers a vast array of wildflowers and native vegetation like no other park in the city. She does not support the tower in this natural area.
- 5) Marcia Milani endorsed the use of Hamblen Park for the water tower. She doesn't view Hamblen as the kind of park she is used to. She feels it's scary in the summer because it becomes very dry. Ms. Milani believes the tower will fit into the park's natural landscape.
- 6) Diane Birginal explained parks property is not city land that is available for someone to develop for some other use. This park is a conservation area and should be preserved. In 2018, City Engineers conducted a site study which determined Hamblen Park was not the best location for a water tank. At that time, they did not want to use park land for this use and purchased private property instead. They testified that this purchased property at Napa and 31st Avenue was the ideal site. She believes records from this 2018 site selection process should be requested by Parks and reviewed in order to get a full and true story.
- 7) Mark Muelheim opposes the use of Hamblen Park as a site for the tower. He requested City Engineering provide quantitative data as to why the tower needs to be installed at this time.
- 8) Rebecca Randell referred to the map reflecting the footprint of the water tower and thought it appears this footprint is only for the tower. She questioned if the project will also include associated buildings and fencing around all of the structures. She is opposed to having the tower being installed at Hamblen Park stating this is a natural area and open space which should be preserved for all ages.
- 9) Yan Densmore opposes siting the tower at Hamblen Park noting that it is critical to preserve our park land and open space. There are other locations available for Utilities to use. There was another location selected as a more viable location a few years back. To select this park just because it cost less is short sighted.
- 10) Connie Scott explained the uniqueness of Hamblen Park as an area that has been left natural, as opposed to the groomed parks in other areas of Spokane. Green space is sacred space to those who require and seek natural and open spaces. This neighborhood recently lost 25 acres of green space which was not city property. This area will become the new Greenstone development which will bring in an additional 230 residential units. This will make the nine acres at Hamblen Park all the more valuable. She feels it is a hollow offer to mitigate the use of Hamblen for the tower, by saying additional dollars will be invested in other nearby parks. There are no other parks in this neighborhood.
- 11) Carolyn F. opposes the siting of a tower at Hamblen Park explaining Engineering City should be able to develop other locations for this tower. Cost should not be the driving

force on this decision. It's imperative to protect the native trees, wildflowers and plants at this park for future generations.

- 12) Mary Mackay asked how much blasting will need to occur if this tower is placed in Hamblen Park since there is quite a bit of basalt in this area. Ms. Mackay also inquired as to how deep this tower structure needs to go down. She wondered if it might make more sense to build along 29th Avenue where there are some taller buildings and would be closer to the high pressure areas.
- 13) Michael Soss expressed his concern of placing this concrete structure in the middle of Hamblen Park.

B. Proposed changes to the Park Rules and Regulations – Spokane Human Rights Commissioner *Anwar Pease* shared his thoughts relating to Spokane Municipal Code 12.06A.040 concerning proposed changes to the Park Rules and Regulations. Mr. Peace explained several of the commissioners have a concern of the chilling effect this could have on the freedom of speech if this new ordinance is adopted. There are also concerns about the vulnerable population and homeless that inhabit our parks.

4. **Consent agenda:**

A. Administrative and Committee-level items

- 1) Sept. 10, 2020, regular Park Board meeting minutes
- 2) Claims – September 2020 (\$2,071,451.04)
- 3) Strata contract amendment #6/Riverfront Park north bank playground (\$10,000, non-taxable)
- 4) LaRiviere Inc. change order #6/North bank playground (\$41,533.32, tax inclusive)

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #4, as presented.

Gerry Sperling seconded.

Motion passed unanimous consent (8-0 vote).

5. **Special discussion items:**

A. 2020-2021 Parks Division budget update – *Garrett Jones* presented an overview of the 2020-2021 budget explaining the methodology used in developing the proposed 2021 requested Parks Division budget. Mr. Jones opened the discussion explaining how Parks has adapted under Covid-19 in 2020, and how it plans to continue to adapt and grow into 2021.

- a. Current service model – The current service model focuses on community and employee safety, asset protection, garbage and sanitation, and baseline accounting. This has and will continue to impact levels of other services in Parks, including: mowing, weeding, planting of annuals, closed restrooms with portable services offered, and postponed/canceled Recreation and Riverfront Park programming.
- b. Response planning and impacts – Mr. Jones reviewed the impact of canceled revenue-generating programs.
- c. Recovery plan – This plan involves offering services/recreation opportunities in rolling timelines which are consistent with the county. Parks is budgeting to prepare for the reduction in general fund contributions since this reduction will be felt over multiple years.
- d. Looking forward – Safe reopening of Parks, facilities, events and outdoor recreation activities will be the focus. Three areas of strategic savings include adopting an unbalanced budget, continue the modified hiring freeze and continue the core service model adopted in 2020. The proposed budget for next year proposes a \$316,640 of revenues over expenditures.

B. Proposed water tower/high pressure system on the South Hill – City Engineer *Dan Buller* presented an overview a water tower/high systems reservoir proposed on the South Hill. The City identified 11 sites which met the minimum site requirements. After evaluating these locations, based on engineering and financial aspects, the city determined Hamblen Park provides a location which meets all of the required specifications with the least amount of impact on nearby homeowners. Engineering Services has conducted three virtual public meetings. The department is also conducting an online survey to collect public opinion. Mr. Buller conveyed water tower location selection can be difficult as most citizens don't want a water reservoir close to their home, but this is a growing need on the South Hill and citizens want their water services. The primary benefits of this tank are for adequate water during peak demand months of July and August, and availability of adequate water during a fire emergency. He explained the final footprint of the tower will be less than 1% of the total park. Mr. Buller explained City Engineering will keep the current online survey open for another week, and plans to welcome and gather additional public input. Results from this public outreach will be presented to the Park Board at its Nov. 12 board meeting. This action will also be brought before the Mayor and the City Council for consideration as a joint city resolution.

6. **Financial report and budget update:** – *Mark Buening* provided the September financial report and budget update. The September operating expenditures for the Park Fund are less than the historic budget average by about \$5.69 million. Year-to-date revenues are less than the budget average about \$3.43 million. Revenues are exceeding expenditures approximately \$2.22 million. The September expenditures for the Golf Fund is about \$399,000 less than the budget average. Year-to-date revenues are exceeding the budget average about \$255,000. Revenues are exceeding expenditures almost \$1.58 million year-to-date. Of the \$68.4 million Riverfront Park redevelopment bond budget, almost \$68 million have been expended and committed.

7. **Committee reports:**
Urban Forestry Tree Committee: (The Sept. 29 meeting was canceled.) *Rick Chase*
A. Action items: None
B. The next regularly scheduled meeting is 4:15 p.m. Nov. 3, 2020, via WebEx.

Golf Committee: Oct. 6, 2020, *Gerry Sperling*
A. Action items: None
B. The next scheduled meeting is 8 a.m. Nov. 10, 2020, via WebEx.

Land Committee: Sept. 30, 2020, *Greta Gilman*
A. Action items: None
B. The next scheduled meeting is 3:30 p.m. Nov. 4, 2020, via WebEx.

Recreation Committee: Sept. 30, 2020, *Sally Lodato*
A. Action items: None
B. The next scheduled meeting is 5:15 p.m. Nov. 4, 2020, via WebEx.

Riverfront Park Committee: Oct. 5, 2020, *Nick Sumner*
A. Action items: None
B. Urban zip line update – *Jonathan Moog* gave a presentation on the Urban Zip Line proposal, outlining the concept, urban advantage, safety standards and regulations, private/public partnership concept, and the steps and timeline that are guiding the proposal.
C. The next scheduled meeting is 3 p.m. Nov. 9, 2020, via WebEx.

Finance Committee: Oct. 6, 2020, *Bob Anderson*

A. 2021 Parks and Recreation requested budget – *Mark Buening* presented an overview of the proposed 2021 requested budget. Mr. Buening explained this is a status quo proposed budget which calls for an unbalanced budget with revenues exceeding expenditures about \$316,000.

Motion No. 2: Bob Anderson moved to approve the proposed 2021 requested budget, as presented.

Gerry Sperling seconded.

Motion passed unanimous consent (8-0 vote).

B. The next regularly scheduled meeting is 3 p.m. Nov. 10, 2020, via WebEx.

8. **Reports:**

A. **Park Board President:** No report was given.

B. **Liaisons**

1. Conservation Futures – No report was given.
2. Parks Foundation – No report was given.
3. City Council – *Lori Kinnear* presented the most recent draft of the Park Rules and Regulations amendments. She encouraged the board to review these changes, and to relay any questions or concerns they may have. The proposed ordinance is scheduled to come before the Park Board for a vote at the Nov. 12 board meeting.

C. **Director:** *Garrett Jones* provided an update relating to a recent purchase of private property in the Beacon Hill area through Conservation Futures. Parks recently applied for two grants (LWCF and WWRP for RCO grant) totally \$1.5 million in hopes of reimbursing the purchase cost. Mr. Jones just received notification of the ranking results reflecting that we ranked number 1 in both categories. Mr. Jones extended kudos to Nick Hamad and Parks Account on outstanding work on these grant applications.

Executive Session:

A. None

10. **Correspondence:**

A. Letters/email: Proposed water tower at Hamblen Park (51 emails)

11. **Adjournment:** The meeting was adjourned at 5:44 p.m.

12. **Meeting Dates:**

A. Next Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. Nov. 3, 2020, via WebEx

Land Committee: 3:30 p.m. Nov. 4, 2020, Woodland Center, via WebEx

Recreation Committee: 5:15 p.m. Nov. 4, 2020, via WebEx

Riverfront Park Committee: 8:05 a.m. Nov. 9, 202, via WebEx

Golf Committee: 8 a.m. Nov. 10, 2020, via WebEx

Finance Committee: 3 p.m. Nov. 10, 2020, via WebEx

B. Next Park Board: 3:30 p.m. Nov. 12, 2020, via WebEx

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

Minutes approved by: _____
Garrett Jones, Director of Parks and Recreation

Spokane Park Board

Briefing Paper



Committee			
Committee meeting date			
Requester	Pamela Clarke	Phone number: 625-6241	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	n/a		
Item title: (Use exact language noted on the agenda)	Claims – October 2020		
Begin/end dates	Begins: 03/01/2020	Ends: 03/31/2020	<input type="checkbox"/> Open ended
Background/history: Claims for the month of October 2020 in the amount of \$4,514,550.68.			
Motion wording: Move to approve claims for the month of October 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: _____ Budget code: _____ n/a			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

**CITY OF SPOKANE PARK AND RECREATION DIVISION
OCTOBER 2020 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - NOVEMBER 12, 2020**

PARKS & RECREATION:

SALARIES & WAGES	\$	693,997.37
MAINTENANCE & OPERATIONS	\$	481,196.65
CAPITAL OUTLAY	\$	32,763.33
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	331,484.59

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	2,641,675.75
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GOLF:

SALARIES & WAGES	\$	157,551.07
MAINTENANCE & OPERATIONS	\$	166,743.48
CAPITAL OUTLAY	\$	9,138.44
DEBT SERVICE PAYMENTS	\$	-

TOTAL EXPENDITURES:	\$	4,514,550.68
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CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 07

NAME OF CONTRACTOR: LaRiviere, Inc

PROJECT TITLE: North Bank Playground

PROJECT NUMBER: 5188-19

=====

DESCRIPTION OF CHANGE:

Item 1: PCO 32/COP 13 Hooptown BB court elect/pavers	\$	9,212.67
Item 2: PCO 38 Sand play area curbs, drains	\$	8,579.96
Item 3: PCO 40/COP 02 Delete west side landscaping at ramp	\$	(9,989.51)
Item 4: PCO 42 Rock removal 8/29/20 to 10/20/20	\$	18,841.54
Item 5: COP 43 Add air spading at trees	\$	9,054.65
Item 6: PCO 44 Omit air barrier testing	\$	(1,500.00)

=====

TOTAL AMOUNT: \$ 34,199.31

CONTRACT SUM (INCLUDES SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 8,454,218.46
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 806,021.38
CURRENT CONTRACT AMOUNT	\$ 9,260,239.84
CURRENT CHANGE ORDER (INCLUDES SALES TAX)	\$ 34,199.31
REVISED CONTRACT SUM	\$ 9,294,439.15

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	11/16/20
CURRENT COMPLETION DATE	01/05/21
REVISED COMPLETION DATE	NA

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

Pre-Approved as to form: James Richman, Assistant City Attorney

Contractor: LARIVIERE INC.

Project: North Bank Playground

PCO 032 COP 13 Small Shelter Revisions REV2

Scope of change:

Remove concrete pavement and replace with concrete pavers along south edge of court.

Concrete slab under small shelter to remain as bid.

Relocate electrical pedestals

RECAP OF CHANGE ORDER PRICING DETAIL

Total Charges for Labor and Labor Burden - from page two (2)	(\$410.88)
Total Charges for Material - from page two (2)	(\$315.00)
Total Charges for Equipment - from page two (2)	\$0.00
Total Allowable Charges for Subcontractors - from page two (2)	\$8,967.24
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	\$8,241.36
Bond -	\$103.02
Liability Insurance -	\$90.65
Builders Risk Insurance -	\$24.72
TOTAL	\$8,459.76
Washington State Sales Tax 8.9%	\$752.92
TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT	\$9,212.67

Contract Pricing Certification:

We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement.

LaRiviere Submitted by: 
Matt Nason, Project Manager

Date Submitted: 10/9/2020

Recommended for Payment by: _____ Date Approved: _____

Owner Approved by: _____ Date Approved: _____

LABOR			
Detailed Labor Take-off			-321.00
Labor Burden	28%		-89.88
Supervision	0%		0.00
Allowance For Overhead & Profit	0%		0.00
TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT			-410.88

MATERIAL			
Material from detailed material Take-off sheets			-315.00
Other direct material not Specifically included in detailed take-off - Consumables, etc.			0.00
Freight from vendor to job sit if not already included in above material costs.			0.00
Applicable Sales Tax on Material Costs	0.00%		0.00
Allowance For Overhead & Profit	0%		0.00
TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT			-315.00

EQUIPMENT			
Equipment from detailed materials take off sheets			0.00
Equipment Description	Est Usage	Rate	0.00
Equipment Description	Est Usage	Rate	0.00
Applicable Sales Tax on Equipment	0.00%		0.00
Allowance For Overhead & Profit	15%		0.00
TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT			0.00

SUBS			
Subs from detailed material Take-off sheets			\$8,303.00
Subcontractor Name:		Proposal Date:	
Subcontractor Name:		Proposal Date:	
Subcontractor Name:		Proposal Date:	
Allowance For Overhead & Profit	8%		664.24
TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT			\$8,967.24

EXTENDED TIME IMPACTS			
Time Impact caused by this change 0 days. Costs are per cal. day.			
TOTAL CHARGES FOR EXTENDED TIME IMPACTS PER CONTRACT			\$0.00

FINAL

PROJECT: Project: North Bank Playground

[illegible]

DATE: Feb 21, 2020 - 7:24am by: jculp



2812 N. Pittsburg
Spokane, WA 99207

Phone: (509) 536-1875
Fax: (509) 534-3551

Date: August 3, 2020
Attention: LaRiviera Inc.
Reference: Riverfront Park – North Bank Playground
Subject: COP 13 Associated Costs
Lump Sum Price: \$2,850.00

Included:

- added conduit and wire associated with relocating power kiosks
- added conduit to for CIP relocation

Excluded:

- sales tax
- excavation, spoils haulaway, compaction and backfill
- concrete/asphalt sawcutting and removal
- concrete/asphalt patchback
- overtime/off hours work
- unforeseen and or existing conditions

-add 2% for bond rate if required

On-site parking will be provided for all employee vehicles.
Restroom facilities will be provided for all employees.

If you have any questions regarding the above information, please feel free to contact me immediately.

Respectfully submitted,

Terry Den Boer
Estimator/Project Manager
Colvico Inc.

Email: terry@colvicoinc.com

Office 509-252-5843
cell-509-342-4060

JOB NAME:					
COP 13					
ITEM	QTY.	UNIT PR.	EXT. PR.	LABOR U	EXT. LAB
1-1/2 PVC for Power Ped	210	\$ 0.46	\$ 96.60	0.025	5.25
1-1/2 grc 90 bends	2	11	\$ 22.00	0.4	0.8
1/0 AWG wire	660	\$ 1.41	\$ 930.60	0.011	7.26
6 Awg	220	\$ 0.15	\$ 33.00	0.005	1.1
1" PVC	50	\$ 0.30	\$ 15.00	0.02	1
1" grc 90	1	\$ 6.60	\$ 6.60	0.35	0.35
2" PVC	50	\$ 0.60	\$ 30.00	0.025	1.25
2 grc 90	1	\$ 17.00	\$ 17.00	0.45	0.45
Truck	4	\$ 15.00	\$ 60.00	0	0
			\$ -		
MATERIAL TOTALS			\$ 1,210.80		
LABOR TOTAL HOURS					17.46
local #					
LABOR \$ PER HOUR					69
LABOR TOTAL			\$ 1,204.74		
TAX					
SUB TOTALS			\$ 2,415.54		
O&P			\$ 434.80		
JOB TOTAL			\$ 2,850.34		
BID BOND 2%			\$ -		
			\$ 2,850.34		

Recap's Lift Station

[illegible]

Contractor: LARIVIERE INC.

Project: North Bank Playground

PCO 038 RFI 30 Sand Play

Scope of change:

RFI# 30 response revised the sand play border from a 12" thickend edge to a 22" tall curb.
Added a PRV backflow assembly and concrete box to the water line feeding the water pump.
Added a below grade infiltration sump to the storm drain system.
Added concrete step under water pump.

RECAP OF CHANGE ORDER PRICING DETAIL

Total Charges for Labor and Labor Burden - from page two (2)	\$5,438.83
Total Charges for Material - from page two (2)	\$1,408.52
Total Charges for Equipment - from page two (2)	\$828.00
Total Allowable Charges for Subcontractors - from page two (2)	\$0.00
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	\$7,675.35
Bond -	\$95.94
Liability Insurance -	\$84.43
Builders Risk Insurance -	\$23.03
TOTAL	\$7,878.75
Washington State Sales Tax 8.9%	\$701.21
TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT	\$8,579.96

Contract Pricing Certification:

We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement.

LaRiviere Submitted by: 
Matt Nason, Project Manager

Date Submitted: 9/29/20

Recommended for Payment by: _____ Date Approved: _____

Owner Approved by: _____

Date Approved: _____

LABOR			
Detailed Labor Take-off			3694.86
Labor Burden	28%		1034.56
Supervision	0%		0.00
Allowance For Overhead & Profit	15%		709.41
TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT			5438.83

MATERIAL			
Material from detailed material Take-off sheets			1224.80
Other direct material not Specifically included in detailed take-off - Consumables, etc.			0.00
Freight from vendor to job sit if not already included in above material costs.			0.00
Applicable Sales Tax on Material Costs	0.00%		0.00
Allowance For Overhead & Profit	15%		183.72
TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT			1408.52

EQUIPMENT			
Equipment from detailed materials take off sheets			720.00
Equipment Description	Est Usage	Rate	0.00
Equipment Description	Est Usage	Rate	0.00
Applicable Sales Tax on Equipment	0.00%		0.00
Allowance For Overhead & Profit	15%		108.00
TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT			828.00

SUBS			
Subs from detailed material Take-off sheets			\$0.00
Subcontractor Name:		Proposal Date:	
Subcontractor Name:		Proposal Date:	
Subcontractor Name:		Proposal Date:	
Allowance For Overhead & Profit	8%		0.00
TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT			\$0.00

EXTENDED TIME IMPACTS	
Time Impact caused by this change	0 days. Costs are per cal. day.
TOTAL CHARGES FOR EXTENDED TIME IMPACTS PER CONTRACT	\$0.00

FINAL

[illegible]

LARIVIERE INC.

17564 N Dylan Ct.
Rathdrum, ID 83858

Request for Information

Project Name:	<u>North Bank Playground</u>	RFI No:	30
Subject:	<u>Sand Play Area</u>	Issue Date	5/28/20
Drawing Reference:	<u>L3.2</u>	Response Needed By:	6/5/2020

QUESTION

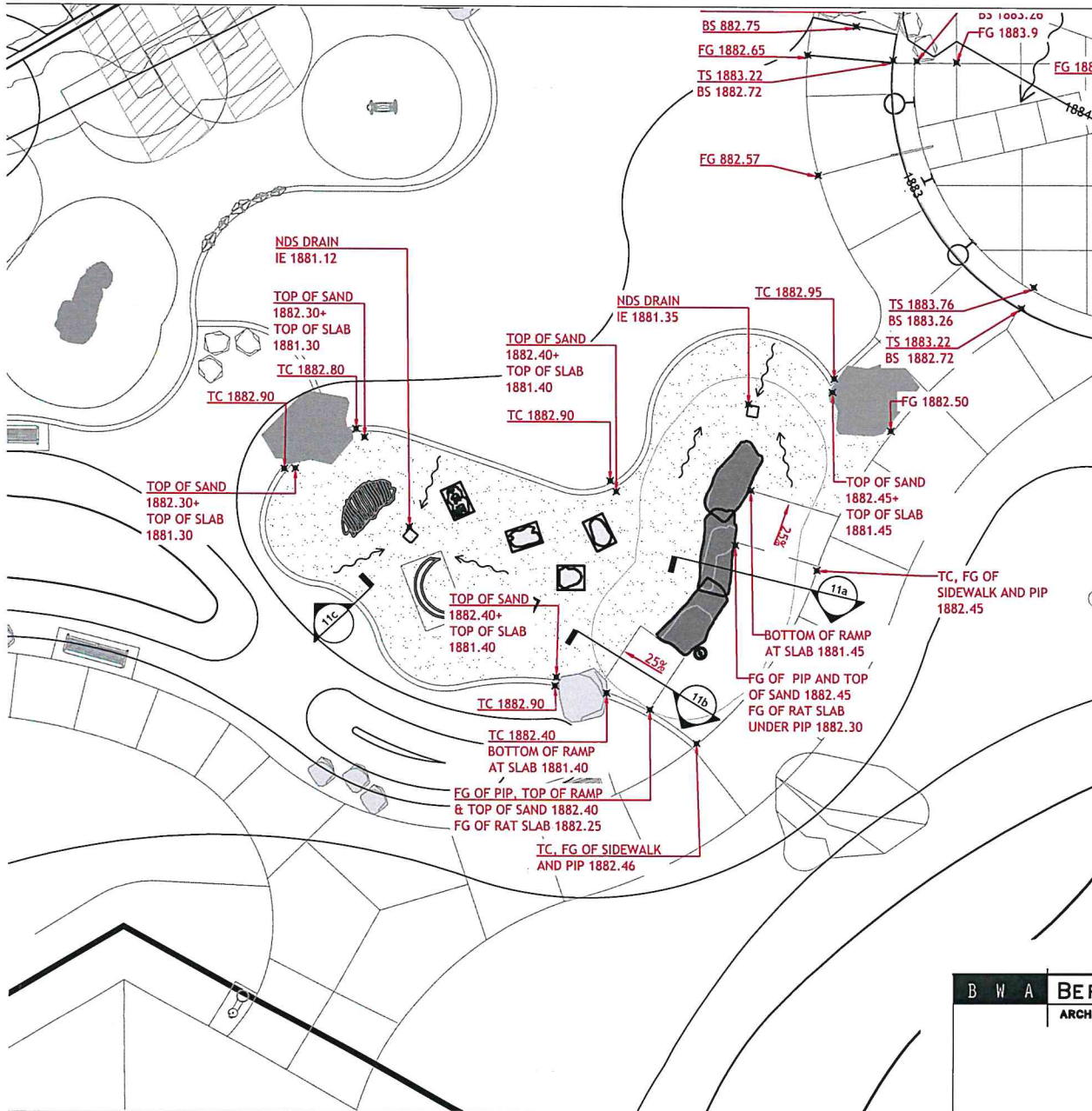
Please provide direction on drain locations and slopes for concrete rat slab in the sand play area.

Potential Cost Impact: Y / N	Potential Time Impact: Y / N	Attachments: Y / N	Urgent: Y / N
------------------------------	------------------------------	--------------------	---------------

RESPONSE

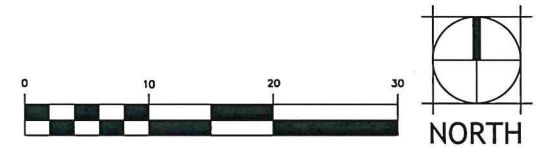
BWA Response:
See attached revised and supplemental plans.

RESPONDED BY: Julia Culp
RESPONSE DATE: 6/11/20



1 GRADING PLAN - AREA III

SCALE: 1" = 10'-0"



BWA BERNARDO W LLS
ARCHITECTS PC

153 S JEFFERSON

SPOKANE WASHINGTON 99201

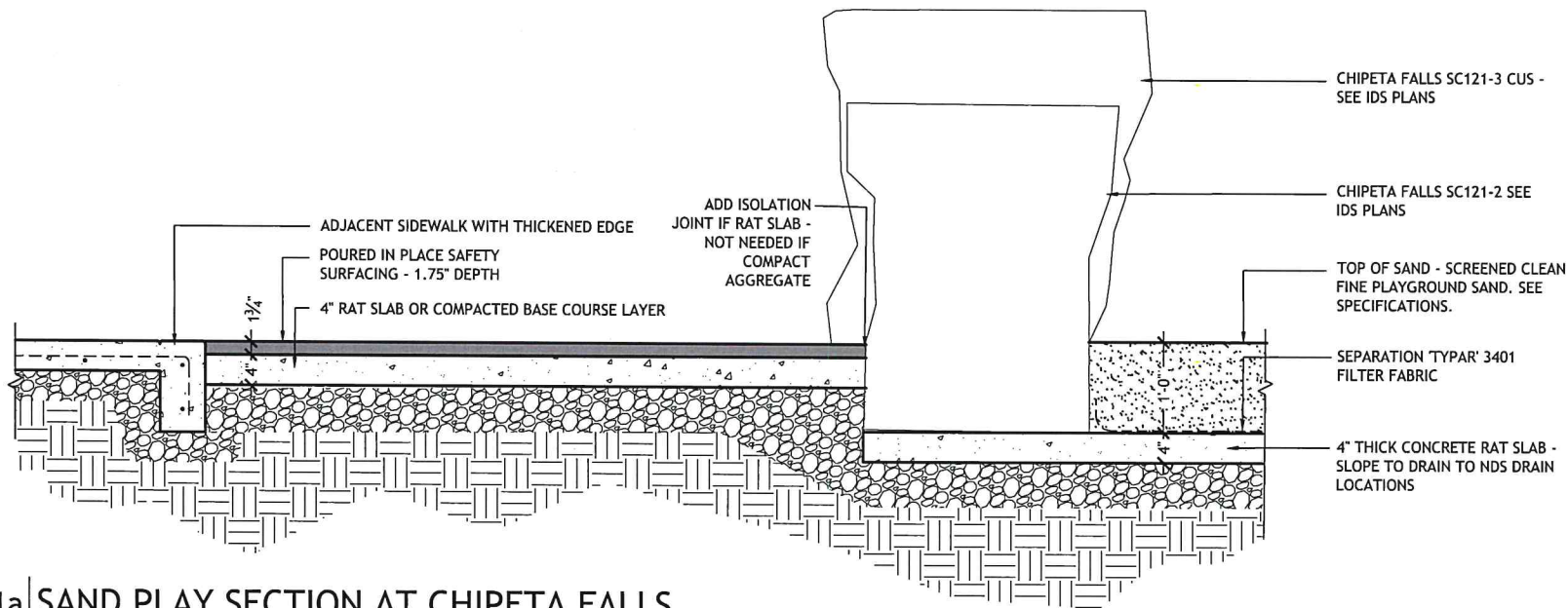
506.836.45

North Bank
Playground
809 N WASHINGTON ST.
SPOKANE, WA

SAND PLAY AREA
L2.2 SUPPLEMENTAL DETAILS
RFI-30

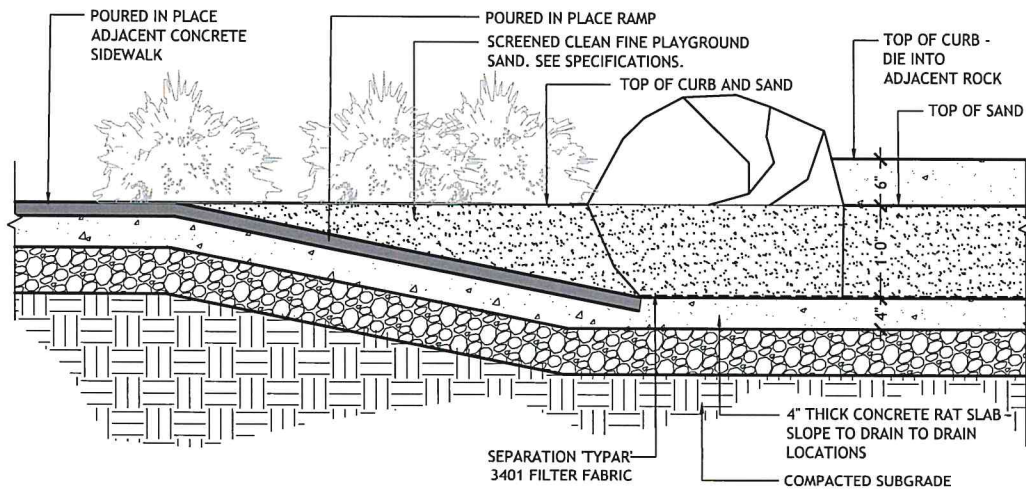
Project No: 18-06-109
Drawn by: BWA
Date: 6.10.20

L2.2



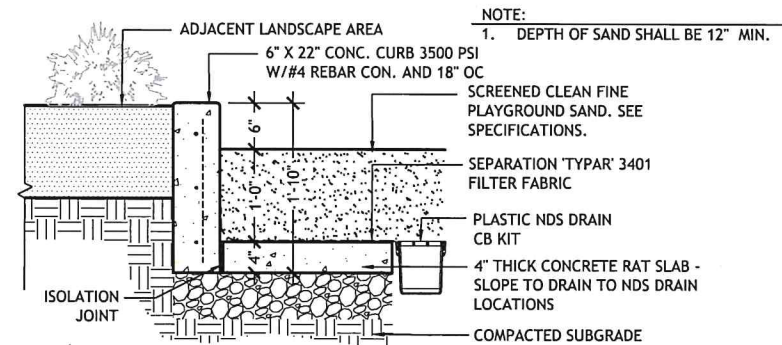
11a SAND PLAY SECTION AT CHIPETA FALLS

SCALE: 3/4" = 1'-0"



11b SAND PLAY SOUTH RAMP ELEVATION/SECTION

SCALE: 3/4" = 1'-0"



11c SAND PLAY AREA CURB

SCALE: 3/4" = 1'-0"

BWA BERNARDO W LLS
ARCHITECTS PC

153 S JEFFERSON

SPOKANE, WASHINGTON 99201

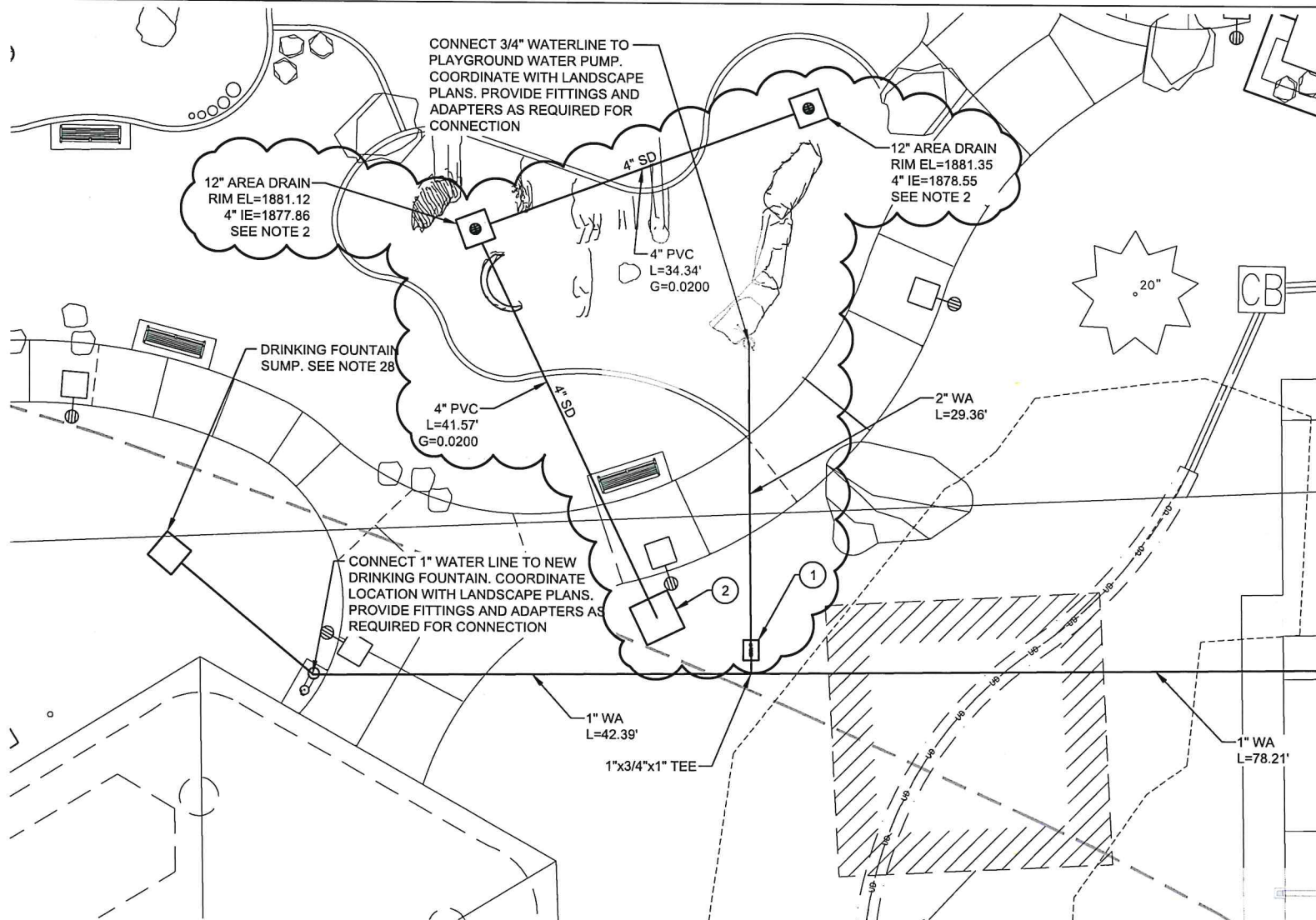
509.838.41

North Bank
Playground
809 N WASHINGTON ST.
SPOKANE, WA

SAND PLAY AREA
L6.0 SUPPLEMENTAL DETAILS
RFI-30

Project No: 18-06-109
Drawn by: BWA
Date: 06-10-2020

L6.0



1. INSTALL PRESSURE REDUCING VALVE (60 PSI MAX), 3/4" BACKFLOW PREVENT WITH SHUT OFF VALVES AND QUICK COUPLER VALVE ON 3/4" TEE. INSTALL IN CONCRETE METER BOX OR BOXES AS REQUIRED.
2. INSTALL BELOW GRADE INFILTRATION SUMP. SUMP SHALL BE (4'x4'x4') DRAIN ROCK WRAPPED IN FILTER FABRIC, WSDOT MODERATE SURVIVABILITY CLASS A. TOP OF SUMP SHALL BE 2' BELOW FINISHED GRADE MINIMUM.

NOTES

1. BACKFLOW MUST MEET CURRENT STANDARDS PER WAC 246-290-490 AND FOLLOW CITY OF SPOKANE WATER DEPARTMENT RULES AND REGULATIONS FOR WATER SERVICE INSTALLATIONS.
2. AREA DRAINS SHALL BE 12" DIAMETER NYLOPLAST DRAIN BASINS FROM ADVANCED DRAINAGE SYSTEMS INC. (ADS) OR EQUIVALENT. PROVIDE A MINIMUM 12" SUMP. PROVIDE 12" DIAMETER PEDESTRIAN GRATE WITH FILTER FABRIC (WSDOT MODERATE SURVIVABILITY CLASS-A) PERMANENTLY INSTALLED BETWEEN GRATE AND FRAME.

REFERENCE SHEET C3.1/C3.2



SCALE: 1"=10'

B W A BERNARDO WILLS
ARCHITECTS PC

153 S JEFFERSON

SPOKANE, WASHINGTON 99201

509.438.45

**North Bank
Playground**
809 N WASHINGTON ST.
SPOKANE, WA

SAND PLAY AREA REVISIONS
RFI - 30
CIVIL UTILITIES

Project No: 18-06-109
Drawn by: CWD
Date: 06-10-20

C-1

SOLD BY SPOKANE WA
Branch - 586
1215 N Bradley Rd
Spokane WA 99212
PHONE # 509 893 1055



Local Knowledge
Local Experience
Local Service, Nationwide®

PROMISED: 9/25/20

FILLED BY: _____

CHECKED BY: _____

REVIEWED BY: _____

ENTERED BY: RANDALL ROBERDEAU - 586

09/25/2020 08:44 AM PAGE 1
233725

PICK TICKET N074105

SOLD TO	T LARIVIERE EQUIP & EXCAVATION PO BOX 100 ATHOL ID 83801 0100	SHIP TO	CUSTOMER PICKUP T LARIVIERE EQUIP & EXCAVATION Branch - 586 1215 N Bradley Rd Spokane WA 99212	SPECIAL INSTRUCTIONS/COMMENTS:
	Cus Ph# 208 683 2646			

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
586	9/24/20		TBD	NORTHBANK	2334	OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED			H71
							X					

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
	90007375XL	WILKINS 3/4" 375XL RP VLV NO LEAD WEIGHT: 5.7000 lb	1	1		266.53	EA	266.53
	807433DRC	RAIN B11502 33D RC VLV WYEL NO N LKG COV01	1	1		71.98	EA	71.98
	807433DK	RAIN B11801 33D K KEY 01	1	1		40.38	EA	40.38
Y6 A1 00	45BR65B12	65 12" CONC METER BOX BOTTOM	1	1		38.77	EA	38.77
Y6 A1 00	45BR65M12	65 12" CONC METER BOX MIDDLE SECTION	1	1		39.30	EA	39.30
Y6 A1 00	45BR65T12	65 12" CONC METER BOX TOP SECTION	1	1		41.89	EA	41.89
Y6 A1 00	45BR65LSTFL	65 STEEL FLUSH SOLID TRF COVER	1	1		178.41	EA	178.41
W2 O1 D5	3007N020I	3/4X2 BRASS NIPPLE NO LEAD (I)	1	1		2.17	EA	2.17
W2 O1 D5	3007N060I	3/4X6 BRASS NIPPLE NO LEAD (I)	2	2		5.54	EA	11.08
W2 O1 F5	3007N120I	3/4X12 BRASS NIPPLE NL (I) NO LEAD	2	2		10.61	EA	21.22
CONTINUED								
MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.



RECEIVED BY
SIGNATURE: _____

PRINT NAME
HERE: _____

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SPOKANE WA
Branch - 586
1215 N Bradley Rd
Spokane WA 99212
PHONE # 509 893 1055



Local Knowledge
Local Experience
Local Service, Nationwide®

PROMISED: 9/25/20

FILLED BY: _____

CHECKED BY: _____

REVIEWED BY: _____

ENTERED BY: RANDALL ROBERDEAU - 586

233725 09/25/2020 08:44 AM PAGE 2

PICK TICKET

N074105

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T LARIVIERE EQUIP & EXCAVATION
PO BOX 100
ATHOL ID 83801 0100

Cus Ph# 208 683 2646

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CUSTOMER PICKUP
T LARIVIERE EQUIP & EXCAVATION
Branch - 586
1215 N Bradley Rd
Spokane WA
99212

SPECIAL INSTRUCTIONS/COMMENTS:

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN			
						OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED						
							X								
586	9/24/20		TBD	NORTHBANK	2334		X					H71			
BIN LOCATION			PRODUCT CODE		DESCRIPTION		QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE		PER	AMOUNT		
W2 O1 D7			30I079ENL		3/4 BRASS ST 90 NO LEAD (I) WEIGHT: .3700 lb		2	2		5.00		EA	10.00		
W2 O1 F7			30I079NL		3/4 BRASS 90 NO LEAD (I) WEIGHT: .3700 lb		2	2		3.84		EA	7.68		
W2 O1 E9			30I07UNL		3/4 BRASS UNION NO LEAD (I)		2	2		10.02		EA	20.04		
W2 O1 D6			30I07T07NL		3/4 BRASS TEE NO LEAD (I) NO LEAD		1	1		4.73		EA	4.73		
					TOTAL WEIGHT: 7.18										
END OF ORDER															
MERCHANDISE SUBTOTAL			TAX		TAX AMOUNT		FREIGHT		DELIVERY		HANDLING		RESTOCKING	MISCELLANEOUS	TOTAL SALE
754.18			8.900		67.12		.00		.00		.00		.00		821.30

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.

RECEIVED BY
SIGNATURE: _____PRINT NAME
HERE: _____

Contractor: LARIVIERE INC.
Project: North Bank Playground
PCO 040 COP 2 Revisions

Scope of change:


COP 2 Landscape and Hardscape Revisions.

RECAP OF CHANGE ORDER PRICING DETAIL

Total Charges for Labor and Labor Burden - from page two (2)	\$477.49
Total Charges for Material - from page two (2)	\$0.00
Total Charges for Equipment - from page two (2)	\$629.00
Total Allowable Charges for Subcontractors - from page two (2)	(\$11,096.00)
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	(\$9,989.51)
TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT	(\$9,989.51)

Contract Pricing Certification:

We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement.

LaRiviere Submitted by:  Date Submitted: 10/19/20
Matt Nason, Project Manager

Recommended for Payment by: _____ Date Approved: _____

Owner Approved by: _____ Date Approved: _____

LABOR		
Detailed Labor Take-off		373.04
Labor Burden	28%	104.45
Supervision	0%	0.00
Allowance For Overhead & Profit	0%	0.00
TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT		477.49

MATERIAL		
Material from detailed material Take-off sheets		0.00
Other direct material not Specifically included in detailed take-off - Consumables, etc.		0.00
Freight from vendor to job sit if not already included in above material costs.		0.00
Applicable Sales Tax on Material Costs	0.00%	0.00
Allowance For Overhead & Profit	0%	0.00
TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT		0.00

EQUIPMENT		
Equipment from detailed materials take off sheets		629.00
Equipment Description	Est Usage Rate	0.00
Equipment Description	Est Usage Rate	0.00
Applicable Sales Tax on Equipment	0.00%	0.00
Allowance For Overhead & Profit	0%	0.00
TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT		629.00

SUBS		
Subs from detailed material Take-off sheets		(\$11,096.00)
Subcontractor Name:	Proposal Date:	
Subcontractor Name:	Proposal Date:	
Subcontractor Name:	Proposal Date:	
Allowance For Overhead & Profit	0%	0.00
TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT		(\$11,096.00)

EXTENDED TIME IMPACTS		
Time Impact caused by this change	0 days. Costs are	per cal. day.
TOTAL CHARGES FOR EXTENDED TIME IMPACTS PER CONTRACT		\$0.00

FINAL

PROJECT: Project: North Bank Playground

ITEM NO.	DESCRIPTION	QUAN.	UNIT	LABOR U.P.	LABOR	MAT U.P.	TAXABLE MATERIAL	NON TAX U.P. or SUB	NON TAX MAT / SUB
	PCO 040 COP 2 Revisions								
	THIS CHANGE ADDS 0 CALENDAR DAYS TO THE SCHEDULE								
	Project Manager -			85.00	\$0	N/A	N/A	N/A	N/A
	Project Superintendent -			65.00	\$0	N/A	N/A	N/A	N/A
	ADD				\$0	N/A	N/A	N/A	N/A
					\$0		\$0		\$0
Item 1	Irrigation Changes	1	LS		\$0		\$0	(8,868.00)	(\$8,868)
Item 2	Landscape Changes	1	LS		\$0		\$0	(2,282.00)	(\$2,282)
Item 3	Excavate Swale - Operate Excavator	4	HR	47.01	\$188		\$0		\$0
Item 3	Excavate Swale - Truck Driver	4	HR	46.25	\$185		\$0		\$0
Item 4	Add 2 logs in landscape area	1	LS		\$0		\$0	407.00	\$407
Item 5	Added Pavers	35	SF		\$0		\$0	22.00	\$770
Item 5	Concrete Sidewalk	135	SF		\$0		\$0	5.00	\$675
Item 6	Reduce Column Basalt	1	LS		\$0		\$0	(7,200.00)	(\$7,200)
Item 7	Relocate Bench - No Cost				\$0		\$0		\$0
Item 8	Relocate Chimes - No Cost				\$0		\$0		\$0
Item 9	Delete Forever Lawn From Path	1	LS		\$0		\$0	(2,370.00)	(\$2,370)
Item 9	Delete Concrete Curbing From Path	50	LF		\$0		\$0	(22.00)	(\$1,100)
Item 10	Add Scramble Steps, Rock & Pavers	1	LS		\$0		\$0	8,872.00	\$8,872
					\$0		\$0		\$0
					\$0		\$0		\$0
					\$0		\$0		\$0
	Subtotal Labor, Materials, and Subcontractors				\$373		\$0		(\$11,096)
	EQUIPMENT:								
				N/A	N/A		\$0	N/A	N/A
Item 3	345 Excavator	4		N/A	N/A	75.00	\$300	N/A	N/A
Item 3	Rock Truck	4		N/A	N/A	82.26	\$329	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
				N/A	N/A		\$0	N/A	N/A
	Subtotal Equipment Items				\$0		\$629		\$0
	TOTAL				\$373		\$629		(\$11,096)



CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

Change Order Proposal (COP)

Project Name:	North Bank Playground	COP No:	2
Project No.	5188-19	Date:	8.24.20
Owner:	Spokane Parks & Recreation		
Contractor:	LaRiviera	Designer:	Bernardo Wills Architects

- Description:** West Ramp Removal
1. Irrigation Changes:
 - a. Pressure Reducer: Subtraction of 1 Reducer
 - b. Lateral Piping: Subtraction of 1,144 LF
 - c. Spray Heads: Subtraction of 24 Heads
 - d. Rotor Heads: Subtraction of 12 Heads
 - e. Sleeves: Addition of 5.5 LF
 - f. Mainline: Subtraction of 8.5 LF
 - g. Netafim: Subtraction of 1,963 SF
 - h. QCV Vale: Same as Bid
 - i. PGA Valve: Subtraction of 3 valves
 - j. XCZ Valve: Same as Bid
 - k. Labor: Subtraction of labor associated with irrigation install of smaller landscape areas.
 - l. Reduction of Turf Area: By 7,463 SF
 - m. Reduction of Shrub Area By: 3,028 SF
 - n. Add emitters at existing trees near RAM building.
 2. Landscape Changes: (Verify Plant Codes)
 - a. Turf Area: Subtraction of 7,463 SF
 - b. GF – Subtraction of 4.
 - c. MG – Subtraction of 1.
 - d. PB – Addition of 1.
 - e. AH – Addition of 4.
 - f. CA – Subtraction of 4.
 - g. CK – Same as original.
 - h. HS – Addition of 21.
 - i. HD – Subtraction of 4.
 - j. LS – Subtraction of 1.
 - k. MS – Addition of 2.
 - l. PA – Subtraction of 2.
 - m. PM – Subtraction of 16.
 - n. RH – Addition of 5.



CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

Change Order Proposal (COP)

3. Addition of excavation in area noted at the end of the Howard Street Promenade.
4. Addition of two logs in landscape area south of net climber.
5. Extension of paver walk at the Howard Street Promenade with concrete east west extension added to enter playground from west. Approximately 35 SF additional pavers. Approximately 135 SF additional concrete.
6. Reduce number of columnar basalt pieces for slackline from 12 to 4 columns.
7. Relocate bench from area north of tower rock to north of area between Cobra and Cruise Line. Relocate bench from sidewalk leading to tower to southwest of Cobra.
8. Relocate chimes from north of log jam rock to north of Cruise Line.
9. Remove curbing and artificial lawn surfacing associated with rhythmite wall scramble. Approximately X SF Curbing, Approximately X SF Forever Lawn.
10. Add City provided basalt pavers, basalt retaining boulders and city provided granite curbs for scramble steps.

Justification: The addition and construction of the connector ramp between the Howard Street Promenade and the Sports Plex has impacted the area in the north west portion of the North Bank site. Landscaping areas originally in the North Bank scope shall be removed from scope and will be picked up by Lydig and Land Expressions as an extension of the Sports Plex project. Additionally, location of site bluff wall that was different than survey and steep grades at the rhythmite wall required some design modification.

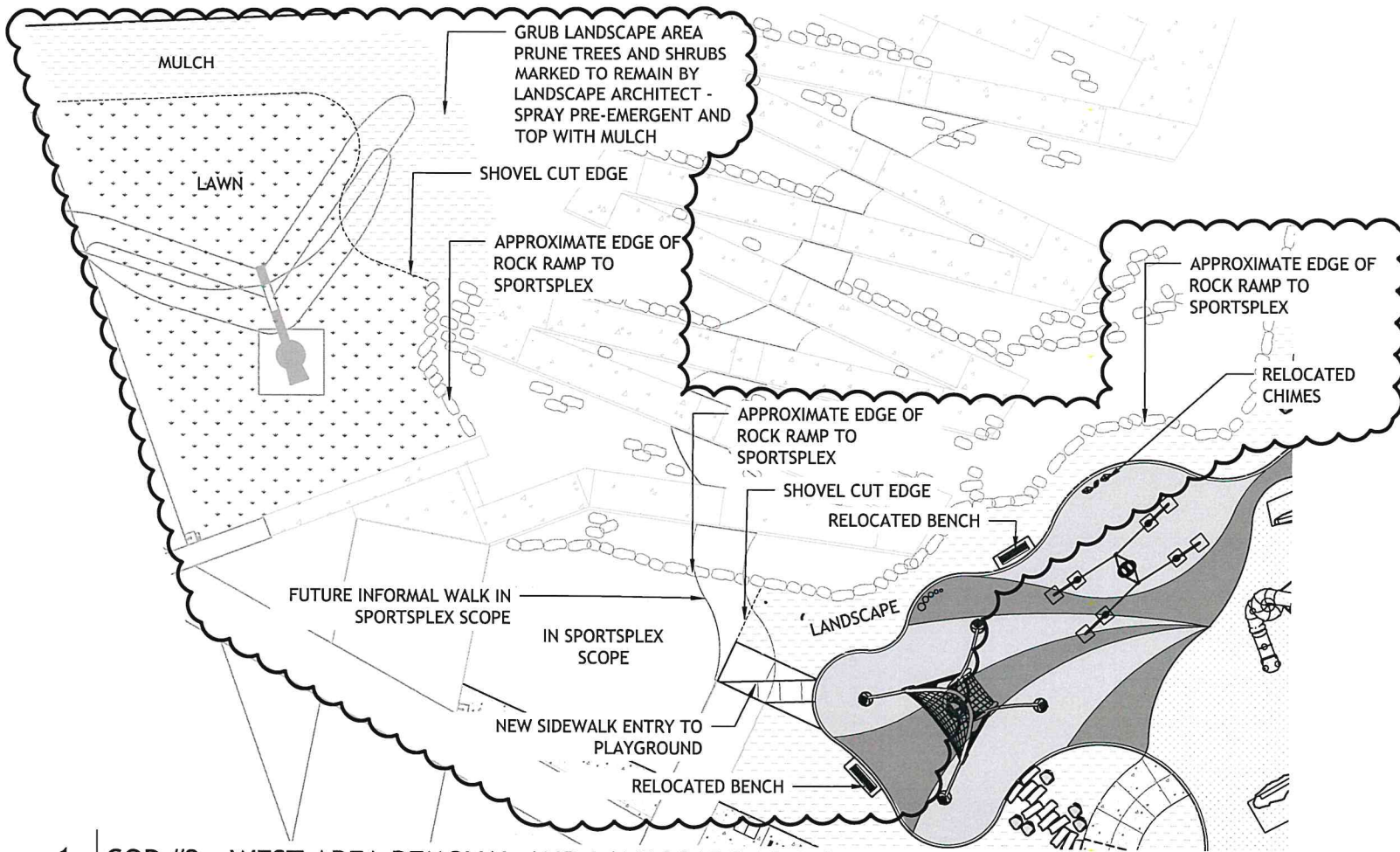
The contractor shall submit pricing for the proposed work within 15 days of receipt of proposal for review by the owner. If approved by the owner this Change Order Proposal will be incorporated into a Change Order for signature and final acceptance. The Contractor may not begin work on COP items without written consent by the owner. The Contractor must notify the Owner at least 10 days prior if they anticipate that the cost will exceed this proposed price.

Contractors Additional Description:

Proposed Price: _____
(Indicate: Not to Exceed, Unit Price, Time and Materials)

Contractor: (Owner or Project Manager)
LaRiviera

By: _____
Date: _____



1 COP #2 - WEST AREA REMOVAL AND LANDSCAPE ADJUSTMENTS

SCALE: 1" = 20'-0"



BWA **BERNARDO W LLS**
ARCHITECTS PC

153 S JEFFERSON

SPOKANE WASHINGTON 99201

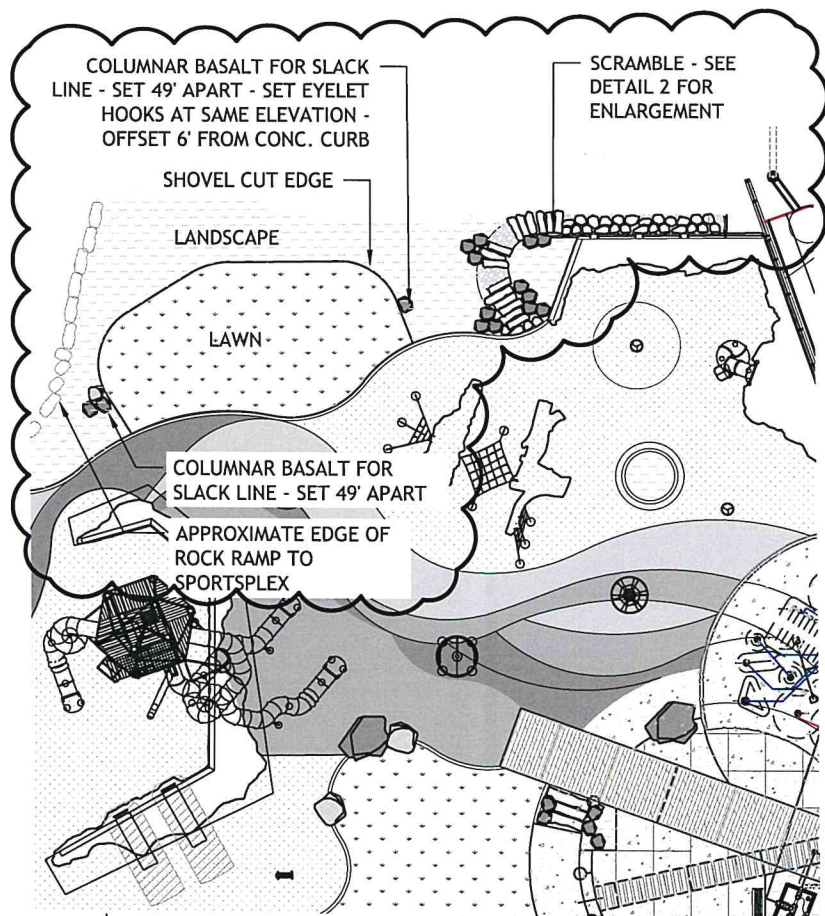
508.836.4

**North Bank
Playground**
809 N WASHINGTON ST.
SPOKANE, WA

**WEST AREA REMOVAL
& BUTTERFLY
COP #2**

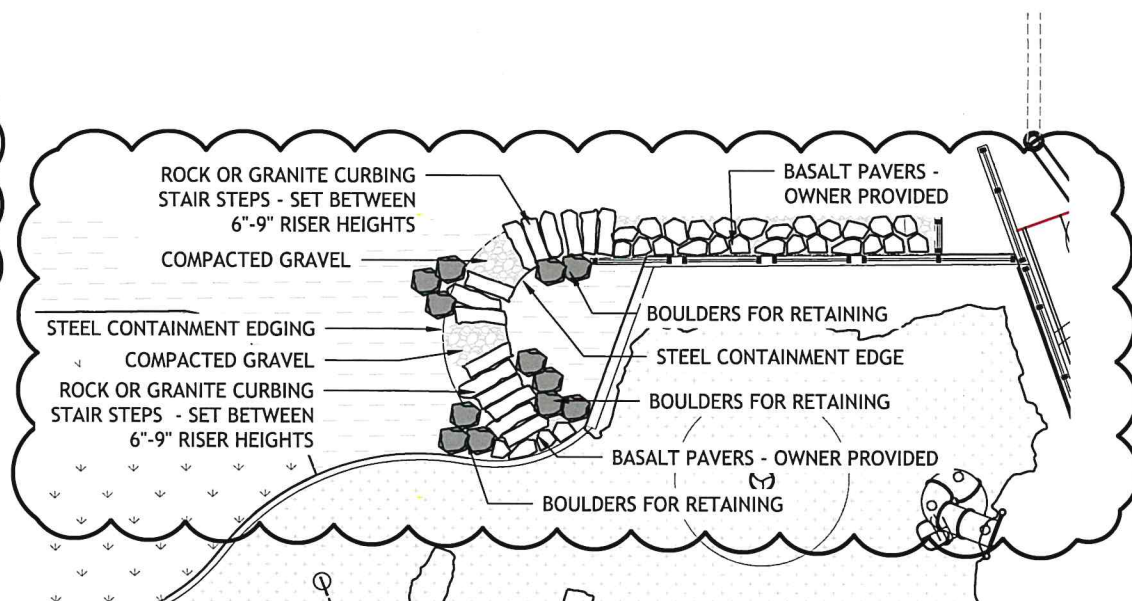
Project No: 18-06-109
Drawn by: BWA
Date: 8/3/20

L3.01



1 COP #2 - NORTHEAST LANDSCAPE AND SCRAMBLE

SCALE: 1" = 20'-0"



2 COP #2 - SCRAMBLE MATERIALS PLAN

SCALE: 1" = 10'-0"



BWA BERNARDO W LLS
ARCHITECTS PC

153 S JEFFERSON

SPOKANE, WASHINGTON 99201

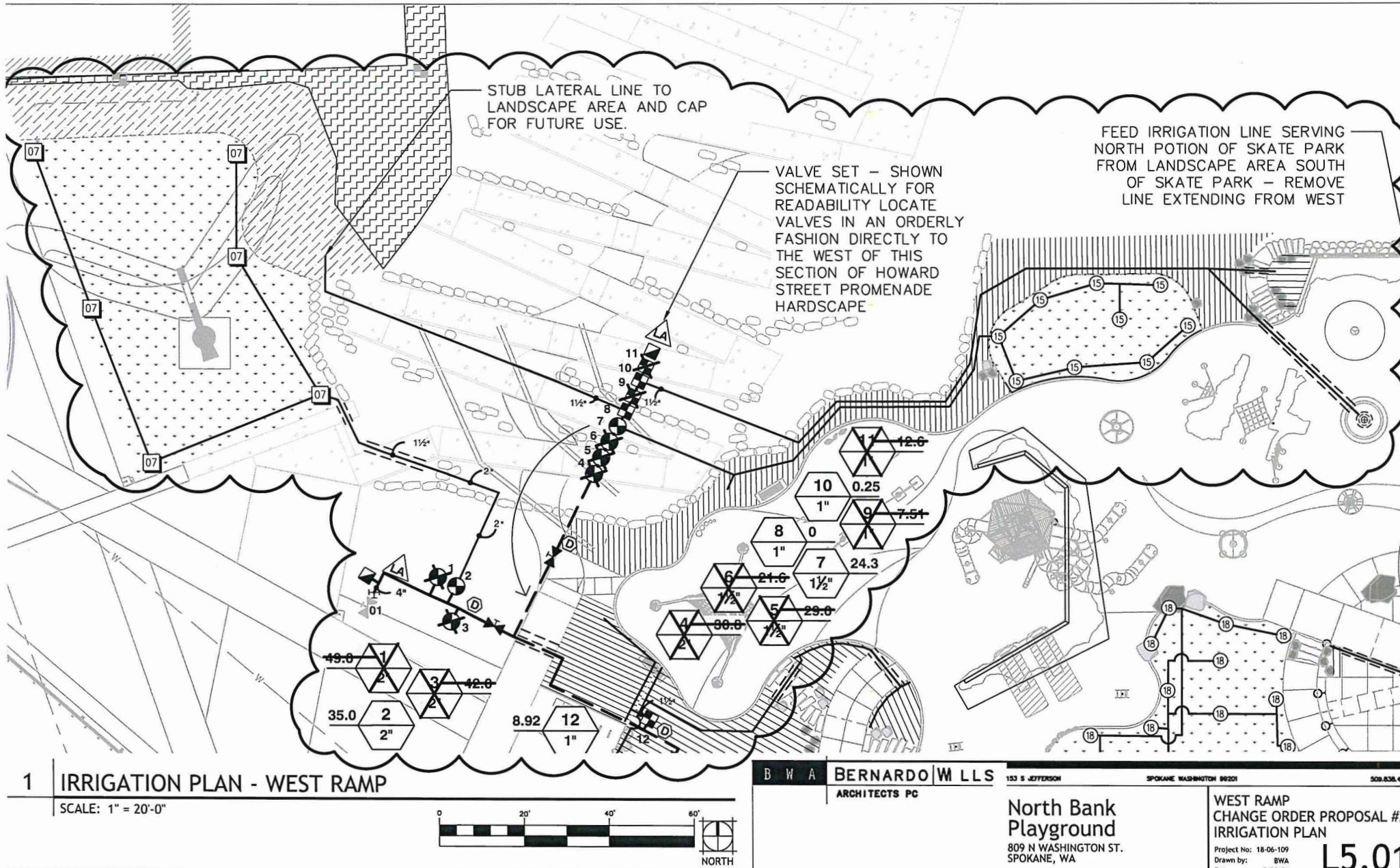
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North Bank
Playground
809 N WASHINGTON ST.
SPOKANE, WA

WEST AREA REMOVAL
& SCRAMBLE
COP #2

Project No: 18-06-109
Drawn by: BWA
Date: 8/3/20

L3.22



N. BANK COP #2:

DESCRIPTION	NOTES	LABOR/EQUIP.	MATERIAL	TOTAL
1a	PRESS. RED. - WAS NOT ON ORIG. PRINTS	Ø	Ø	Ø
1b	LAT. PIPE REDUCTION 1144'	2288.-	.27/H 369.-	<25977> <369.->
1c	SPRAY HEAD REDUCTION 24	1248.-	9.93 238.-	<1486.->
1d	ROTOR HEAD REDUCTION 12	624.-	38.61 463.-	<1087.->
1e	ADD SLEEVES 5.5 H	39.-	1.78 10.-	49.-
1f	DELETE MAINLINE 8.5 H	26.-	2.53 22.-	<48.->
1g	DELETE NETAFIN 1963 SF / 1000 H	750.-	.25 250.-	<1000.->
1h	DELETE QC <i>DON'T SEE THIS!</i>	84.-	64.61	SEE E-MAIL 9/1/20 Ø
1i	DELETE 3 PGA VALUES	100.-	VALUE, PRS BOX, DECODER 203.-	<909.->
1j	DELETE 2 XCZ VALUE <i>? LOOKS LIKE ADDED</i>	100.-	VALUE, PRS BOX DECODER 284.-	SEE E-MAIL 9/1/20 Ø
1k	LABOR: IS DEDUCTED ON CHART			
1l	TURE DEDUCT: SEED C 106 7463 SF	746.-	INC.	<746.->
	SOIL 92 CY 7463 SF	3680.-	INC.	<3680.->
1m	REDUCE SHRUB AREA <i>STILL NEED MARK BY RAM</i> 3029 SF	Ø	Ø	Ø
1n	ADD EMITTERS @ RAM BUILDING	1336.-	100.-	1436.-
	GRUB/PROVE/GRADE RAM BUILDING	1200.-	Ø	1200.-
	AREA NEEDS SOME CLEAN UP			
THIS PAGE DEDUCT: -				<\$6580.-> <\$8,868>

N. BANK COP#2

DESCRIPTION	NOTES	LABOR/EQUIP	MATERIAL	TOTAL
2a	DONE IN SECTION 1	—	—	0
2b	DELETE 4 GF 2" GINKO	175.-	225.-	<1600.->
2c	DELETE 1 MG 6'-8" DRAIN REDWOOD	175.-	185.-	<340.->
2d	ADD 1 PB 2" LUMBER PLANE	175.-	200.-	375.-
2e	ADD 4 AH 1 GAL END. REDWOOD	10.-	7.-	68.-
2f	DELETE 4 CA 2 GAL SUNSET CEMENT	22.-	14.-	<144.->
2g	NO CHANGE - CK 3 GAL LENSEY	—	—	0
2h	ADD 21 HS 1 GAL BLUE OIL	8.-	7.-	315.-
2i	DELETE 4 HD 5 GAL OCCASIONAL	38.-	20.-	<220.->
2j	DELETE 1 LS 1 GAL SPRUCE GREY FERTILIZER	9.-	7.-	<16.->
2k	ADD 2 MS 1 GAL GRAZIERA	8.-	7.-	30.-
2l	DELETE 2 PA 1 GAL HAMLEN	8.-	7.-	<30.->
2m	DELETE 16 PM 5 GAL DIAMLO	30.-	20.-	<800.->
2n	ADD 5 RH 1 GAL DAVIS	9.-	7.-	80.-

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<#2282.->

AL. BANK COP #2

DESCRIPTION	NOTES	LABOR/EQUIP	MATERIALS	TOTALS
3	ADD'L EX MATT			
4	ADD 2 LOGS	MOVE 207.- + 2(100.-)	0	407.-
5	EXTEND PAVING 355sf ^{22.-} 209.- ADD 135sf CONCRETE MATT	700.- (SUB)	—	700.- 770.-
6	REMOVE CORN BASALT 12 TO 6 ? PRINT SHOWS 4	< >	DELETE 8 2900.- < 7200.-	< 7200.-
7	RELOCATE BENCH MATT			
8	RELOCATE CHIMES MATT			
9	REMOVE CORN & ART. LAWN MATT			
10	ADD BASALT PAVING / BASALT BOULDERS / GRANITE CORBS TW MATT			

BOULDERS:

RPC: 8x170.- 1360.-
 ROCKS 12x40.- 480.-
 GRAVEL 24x35.- 840.-
 EQUIP: 32 x 35.- 1120.-
 OPER 32x 65.- 2080.-
 LABOR 96x 52.- 4992.-

(250)
 (520)
 (416)
 (600)

\$10,872.-
 < 2000.- >
 \$8872.-

Contractor: LARIVIERE INC.
Project: North Bank Playground
PCO 042 Rock Ex / Unsuitable

Scope of change:

T&M Rock Excavation
Sorting, Hauling & Disposal of Unsuitable Soils

T&M Pricing August 29th to October 20th.

RECAP OF CHANGE ORDER PRICING DETAIL

Total Charges for Labor and Labor Burden - from page two (2)	\$6,717.21
Total Charges for Material - from page two (2)	\$967.73
Total Charges for Equipment - from page two (2)	\$9,170.10
Total Allowable Charges for Subcontractors - from page two (2)	\$0.00
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	\$16,855.04
Bond -	\$210.69
Liability Insurance -	\$185.41
Builders Risk Insurance -	\$50.57
TOTAL	\$17,301.69
Washington State Sales Tax 8.9%	\$1,539.85
TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT	\$18,841.54

Contract Pricing Certification:

We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement.

LaRiviere Submitted by: 
Matt Nason, Project Manager

Date Submitted: 10/27/2020

Recommended for Payment by: _____ Date Approved: _____

Owner Approved by: _____

Date Approved: _____

LABOR		
Detailed Labor Take-off		4563.32
Labor Burden	28%	1277.73
Supervision	0%	0.00
Allowance For Overhead & Profit	15%	876.16
TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT		6717.21

MATERIAL		
Material from detailed material Take-off sheets		841.50
Other direct material not Specifically included in detailed take-off - Consumables, etc.		0.00
Freight from vendor to job sit if not already included in above material costs.		0.00
Applicable Sales Tax on Material Costs	0.00%	0.00
Allowance For Overhead & Profit	15%	126.23
TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT		967.73

EQUIPMENT		
Equipment from detailed materials take off sheets		7974.00
Equipment Description	Est Usage	Rate
		0.00
Equipment Description	Est Usage	Rate
		0.00
Applicable Sales Tax on Equipment	0.00%	0.00
Allowance For Overhead & Profit	15%	1196.10
TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT		9,170.10

SUBS		
Subs from detailed material Take-off sheets		\$0.00
Subcontractor Name:	Proposal Date:	
Subcontractor Name:	Proposal Date:	
Subcontractor Name:	Proposal Date:	
Allowance For Overhead & Profit	8%	0.00
TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT		\$0.00

EXTENDED TIME IMPACTS		
Time Impact caused by this change	0	days. Costs are
		per cal. day.
TOTAL CHARGES FOR EXTENDED TIME IMPACTS PER CONTRACT		\$0.00

FINAL

PROJECT: Project: North Bank Playground

[illegible]



CENTRAL PRE-MIX
A CPM COMPANY

PO Box 3366
Spokane, WA 99220-3366

Customer No: 35202
Invoice No: 3114698
Inv Date: 10/19/20
Page: Page 1 of 1
Customer PO: 002240

T Lariviere Equip & Excavation
17564 N Dylan ct
Rathdrum ID 83858

ap@lariviere.co

Central Pre-Mix Concrete Co.
PO Box 3366
Spokane, WA 99220-3366
509-536-3042

Delivered To: RIVERFRONT PRK NO BANK PLYGRND

Date	Code - Material Description	QTY	UM	Unit Price	Haul QTY	Matl Total	Haul Total	Tax	Total
Plant: 07130 Spok-Spok Non-Manufactured									
JOB # / PO # / 002240									
10/19/20	565830 - DISPOSAL/DUMP FEE PER YARD - WA	99.00	EA	4.50	0.00	445.50	0.00	16.02	461.52
Total Invoice:		99.00				445.50	0.00	16.02	461.52

Ticket number(s) shipped from plant 07130 - Spok-Spok Non-Manufactured

*11219500 *11219501 *11219507 *11219513 *11219517 *11219522 *11219525 *11219528
*11219533

Invoice Taxing Authority Summary:

WA118 Washington Disposal Tax 16.02

E- INVOICING IS AVAILABLE! PLEASE CONTACT US TO GET YOU STARTED. Accounts Receivable now has a direct number 509-536-3042

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 461.52

Amount Paid: _____

Customer Name: T Lariviere Equip & Excavation
Customer No: 35202
Invoice #: 3114698
Date: 10/19/20

If you have any questions about your invoice please call 509-536-3042

Customer PO: 002240
Due Date: 11/10/20

Remit Payment To: Central Pre-Mix Concrete Co.
PO Box 742421
Los Angeles, CA 90074

Please provide your email address below if you would like to start receiving your invoices via email



CENTRAL PRE-MIX
A CRH COMPANY

PO Box 3366
Spokane, WA 99220-3366

Customer No: 35202
Invoice No: 3114854
Inv Date: 10/20/20
Page: Page 1 of 1
Customer PO: 002240

T Lariviere Equip & Excavation
17564 N Dylan ct
Rathdrum ID 83858

ap@lariviere.co

Central Pre-Mix Concrete Co.
PO Box 3366
Spokane, WA 99220-3366
509-536-3042

Delivered To: RIVERFRONT PRK NO BANK PLYGRND

Date	Code - Material Description	QTY	UM	Unit Price	Haul QTY	Matl Total	Haul Total	Tax	Total
Plant: 07130 Spok-Spok Non-Manufactured									
JOB # / PO # / 002240									
10/20/20	565830 - DISPOSAL/DUMP FEE PER YARD - WA	88.00	EA	4.50	0.00	396.00	0.00	14.24	410.24
Total Invoice:		88.00				396.00	0.00	14.24	410.24

Ticket number(s) shipped from plant 07130 - Spok-Spok Non-Manufactured

*11219540 *11219545 *11219549 *11219558 *11219565 *11219573 *11219578 *11219588

Invoice Taxing Authority Summary:

WA118 Washington Disposal Tax 14.24

E- INVOICING IS AVAILABLE! PLEASE CONTACT US TO GET YOU STARTED. Accounts Receivable now has a direct number 509-536-3042

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 410.24

Amount Paid: _____

Customer Name: T Lariviere Equip & Excavation
Customer No: 35202
Invoice #: 3114854
Date: 10/20/20

If you have any questions about your invoice please call 509-536-3042

Customer PO: 002240
Due Date: 11/10/20

Remit Payment To: Central Pre-Mix Concrete Co.
PO Box 742421
Los Angeles, CA 90074

Please provide your email address below if you would like to start receiving your invoices via email

Contractor: LARIVIERE INC.
Project: North Bank Playground
PCO 043 Air Spading

Scope of change:

Contractor requested to contract Bartlett to provide air spading root treatments.

RECAP OF CHANGE ORDER PRICING DETAIL

Total Charges for Labor and Labor Burden - from page two (2)	\$0.00
Total Charges for Material - from page two (2)	\$0.00
Total Charges for Equipment - from page two (2)	\$0.00
Total Allowable Charges for Subcontractors - from page two (2)	\$8,100.00
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	\$8,100.00
Bond -	\$101.25
Liability Insurance -	\$89.10
Builders Risk Insurance -	\$24.30
TOTAL	\$8,314.65
Washington State Sales Tax 8.9%	\$740.00
TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT	\$9,054.65

Contract Pricing Certification:

We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement.

LaRiviere Submitted by: 
Matt Nason, Project Manager

Date Submitted: 10/28/2020

Recommended for Payment by: _____ Date Approved: _____

Owner Approved by: _____

Date Approved: _____

LABOR		
Detailed Labor Take-off		0.00
Labor Burden	28%	0.00
Supervision	0%	0.00
Allowance For Overhead & Profit	15%	0.00
TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT		0.00

MATERIAL		
Material from detailed material Take-off sheets		0.00
Other direct material not Specifically included in detailed take-off - Consumables, etc.		0.00
Freight from vendor to job sit if not already included in above material costs.		0.00
Applicable Sales Tax on Material Costs	0.00%	0.00
Allowance For Overhead & Profit	15%	0.00
TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT		0.00

EQUIPMENT		
Equipment from detailed materials take off sheets		0.00
Equipment Description	Est Usage Rate	0.00
Equipment Description	Est Usage Rate	0.00
Applicable Sales Tax on Equipment	0.00%	0.00
Allowance For Overhead & Profit	15%	0.00
TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT		0.00

SUBS		
Subs from detailed material Take-off sheets		\$7,500.00
Subcontractor Name:	Proposal Date:	
Subcontractor Name:	Proposal Date:	
Subcontractor Name:	Proposal Date:	
Allowance For Overhead & Profit	8%	600.00
TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT		\$8,100.00

EXTENDED TIME IMPACTS		
Time Impact caused by this change	0 days. Costs are	per cal. day.
TOTAL CHARGES FOR EXTENDED TIME IMPACTS PER CONTRACT		\$0.00

FINAL

[illegible]

Matt Nason

From: Joseph Zubaly <jzubaly@Bartlett.com>
Sent: Wednesday, October 28, 2020 10:52 AM
To: Matt Nason
Cc: Lori-Ann Scott
Subject: Tree counts for air spading North Bank
Attachments: Tree Map-Counts for North Bank air spade work.pdf

Hi Matt,

Matt Johnson asked me to send this to you. We completed 12 Root treatments on the North Bank project last week. Please see attached map with locations.

Summary:

12 Root Treatments @ \$625 each.

Please submit to the COS for payment at your earliest convenience. Please confirm you have received this.

Invoice to follow in several days to be sent to your office .

JOSEPH ZUBALY COMMERCIAL ARBORIST REPRESENTATIVE
Certified Arborist PD#0124A Certified Tree Risk Assessor

BARTLETT TREE EXPERTS

p (509) 892-0110 X103 (Office) (208) 640-6401 (Cell)

e jzubaly@Bartlett.com

facebook.com/bartlettreexperts

bartlett.com

100-443887-100

Contractor: LARIVIERE INC.
Project: North Bank Playground
PCO 044 Air Barrier Testing

Scope of change:

Credit For Air Barrier Testing

RECAP OF CHANGE ORDER PRICING DETAIL

Total Charges for Labor and Labor Burden - from page two (2)	\$0.00
Total Charges for Material - from page two (2)	\$0.00
Total Charges for Equipment - from page two (2)	\$0.00
Total Allowable Charges for Subcontractors - from page two (2)	(\$1,500.00)
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	(\$1,500.00)
TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT	(\$1,500.00)

Contract Pricing Certification:

We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement.

LaRiviere Submitted by: 
Matt Nason, Project Manager

Date Submitted: 10/28/2020

Recommended for Payment by: _____ Date Approved: _____

Owner Approved by: _____

Date Approved: _____

LABOR		
Detailed Labor Take-off		0.00
Labor Burden	28%	0.00
Supervision	0%	0.00
Allowance For Overhead & Profit	0%	0.00
TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT		0.00

MATERIAL		
Material from detailed material Take-off sheets		0.00
Other direct material not Specifically included in detailed take-off - Consumables, etc.		0.00
Freight from vendor to job sit if not already included in above material costs.		0.00
Applicable Sales Tax on Material Costs	0.00%	0.00
Allowance For Overhead & Profit	0%	0.00
TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT		0.00

EQUIPMENT		
Equipment from detailed materials take off sheets		0.00
Equipment Description	Est Usage Rate	0.00
Equipment Description	Est Usage Rate	0.00
Applicable Sales Tax on Equipment	0.00%	0.00
Allowance For Overhead & Profit	0%	0.00
TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT		0.00

SUBS		
Subs from detailed material Take-off sheets		(\$1,500.00)
Subcontractor Name:	Proposal Date:	
Subcontractor Name:	Proposal Date:	
Subcontractor Name:	Proposal Date:	
Allowance For Overhead & Profit	0%	0.00
TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT		(\$1,500.00)

EXTENDED TIME IMPACTS		
Time Impact caused by this change	0 days. Costs are	per cal. day.
TOTAL CHARGES FOR EXTENDED TIME IMPACTS PER CONTRACT		\$0.00



Change Order

Contract Number 2020-0173	Contract Title West Havermale Project - Riverfront Park	Federal Aid Number
Change Order Number 13	Change Description Trail & Striping	Date 10/28/20
Prime Contractor / Design-Builder Bacon Concrete, Inc.		

☒ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

☐ Change proposed by Contractor / Design-Builder

Change Description

\$ 16,924.25 > Shamrock Paving, Inc.
1,230.00 > Accurate Striping
\$ 18,154.25 > Subtotal
2,178.51 > Bacon Concrete, Inc. (12% Markup)
\$ 20,332.76 > Subtotal
7,148.00 > Bacon Concrete, Inc.
\$ 27,480.76 > Subtotal
2,445.79 > Tax (8.9%)
\$ 29,926.55 > Total

Verbal Approval Given By		Verbal Approval Date	Working Days +/-
Original Contract Amount \$1,975,936.05	Current Contract Amount \$2,031,889.61	Est. Net Change This C.O. \$29,926.55	Est. Contract Amount \$2,061,816.16

Approval Recommended	Approved	Approved
Project Engineer		Approving Authority per C.A. Agreement
Date		Date
Approval Recommended		Other Approval As Required
By Prime Contractor		Signature
Date		Date
		Representing



SHAMROCK PAVING, INC.

Commercial, Residential, and Industrial Contractor
P.O. BOX 19263 Spokane, WA 99219
Phone (509) 244-2800 Fax (509) 244-2949

To:	Bacon Concrete, Inc.	Contact:	Greg Bacon
Address:	513 E. Silver Pines Colbert, WA 99005	Phone:	(509) 924-3900
		Fax:	(509) 468-7243
Project Name:	Riverfront Park - West Havermale Project	Bid Number:	SP19-201
Project Location:	Riverfront Park, Spokane, WA	Bid Date:	12/16/2019
Addendum #:	1-2-3		

We are pleased to quote the following project:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Common Item:					
1	Mobilization (See Note #1)	1.00	LS	\$4,000.00	\$4,000.00
Total Price for above Common Item: Items:					\$4,000.00
Light Duty:					
2	4" Crushed Surfacing Top Course	927.00	SY	\$9.60	\$8,899.20
3	Weedkill & 2" HMA CL. 1/2" PG 64-22	927.00	SY	\$16.25	\$15,063.75
Total Price for above Light Duty: Items:					\$23,962.95
Heavy Duty:					
4	6" Crushed Surfacing Top Course	2,312.00	SY	\$11.00	\$25,432.00
5	Weedkill & 3" HMA CL. 1/2" PG 64-28	2,312.00	SY	\$19.00	\$43,928.00
Total Price for above Heavy Duty: Items:					\$69,360.00
Change Order: Additional Paving					
6	Additional Paving	665.00	SY	\$25.45	\$16,924.25
Total Price for above Change Order: Additional Paving Items:					\$16,924.25

Total Bid Price: \$114,247.20

Notes:

- 1) Above prices include one mobilization total for all work. Add \$3,500.00 per each additional mobilization.
- 2) **Above prices are based on shaded areas as shown on Sht. L-100.**
- 3) This quote sheet must be attached to and become part of any subcontract agreement.
- QUOTE EXCLUDES:
Subgrade preparation (to be ready for crushed rock), sawcutting, surveying/engineering/staking/layout, testing, pavement markings, signs, wheel stops, prime coat, joint sealant, joint adhesive, utility adjustments, patching of utilities, Saturday/Sunday work (price to be negotiated), miscellaneous asphalt patching (except for shaded areas as shown on Sht. L-100), traffic control/flaggers/spotters, permits, bond (add 1.5%), sales tax. **USE TAX ON MATERIALS IS INCLUDED.**
- Shamrock Paving Inc. is hereby authorized to furnish all materials and labor required to complete the work mentioned above and according to the terms thereof. Interest on any unpaid balance over 30 days from billing will be charged at 1.5% per month. Shamrock Paving Inc. reserves the right to hold owner responsible/obligated for any damages Shamrock Paving Inc. may incur through collections of monies owed by owner(s) and not constricted or limited to the following: reasonable attorney's fees, court costs, interest, and all other legal expenses when pursuing payment by property owner. Quote is good for 15 days from above date or 10 days after execution of bid, whichever is shorter. This quote included our standard form of insurance only.
- COLD WEATHER DISCLAIMER:
Shamrock Paving, Inc. is not responsible for diminished quality due to Cold Weather Paving. Shamrock excludes stand-by time caused by cold weather (price to be negotiated).



Accurate Striping
PO Box 9247
Spokane, WA 99209
(509) 904-6119
koolwagon@yahoo.com

BILL TO
Bacon Concrete

INVOICE 2020-0989

DATE 09/21/2020 **TERMS** Net 30

DUE DATE 10/21/2020

SALES REP
Dan

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Havermale Island project # 2020-0173			
	Parking Lot Marking	Re-stripe handicapped ground signs, handicapped access isles and handicapped stall stripes.	1	325.00	325.00T
	Signs	Dig and set sign with spec post and base.	3	275.00	825.00T
		**We are not responsible for damage to hidden systems in concrete when installation of signage is completed. Which includes but not limited to: sprinkler pipe, control wires, heated sidewalk, landscaping lighting. **			
	Optional work	Filing fees	1	80.00	80.00
SUBTOTAL					1,230.00
TAX (0.089)					102.35
TOTAL					1,332.35
TOTAL DUE					\$1,332.35

Your parking area means A-LOT to us.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	Nov. 9, 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 type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2016-0695		
Item title: (Use exact language noted on the agenda)	Strata contract amendment #7/North bank playground (\$1,755, non taxable from Owner Management Reserve)		
Begin/end dates	Begins: 11/12/2020	Ends: 3/30/2021	<input checked="" type="checkbox"/> Open ended
Background/history: Amendment to add budget for Asphalt Pavement inspection & testing.			
Motion wording: Move to approve Strata contract amendment #7/North bank playground (\$1,755.00, non taxable)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Strata Name: Heidi Brouwer Email address: HBrouwer@stratageotech.com Phone: 509-891-1904			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke DLarnold@spokanecity.org Requester: Berry Ellison cmiller@stratageotech.com Grant Management Department/Name: HBrouwer@stratageotech.com			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$ 1,755.00 Budget code: 3346 49577 94000 56520 48104			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601 187 858 Business license expiration date: 5.31.2021 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



October 30, 2020
File: SP16512H

Mr. Berry Ellison, Program Manager
City of Spokane Parks & Recreation
City Hall; 808 W. Spokane Falls Blvd.
Spokane, Washington 99201
Email: bellison@spokanecity.org

RE: **Budget Amendment Request**
Construction Materials Testing Services
City of Spokane Parks & Recreation
Riverfront Park Redevelopment – North
Bank Playground
Spokane, Washington

Greetings Mr. Ellison:

STRATA is requesting an amendment to the budget outlined in our Proposal No. SPP16512H, dated July 24, 2019, for the Riverfront Park Redevelopment – North Bank Playground project located in downtown Spokane. As of the date of this request, we are at approximately 95-percent of our proposed budget.

Our original proposal was based on our project understanding and scope of work resulting in an estimated budget of \$23,051.00. In July, 2020, we requested a \$10,000.00 budget increase, as we were closing in on our original proposed amount, bringing the current budget to \$33,051.00

Our scope of work included the following activities:

- In-place density testing of native soils (Subgrade) and imported soils (Structural Fill, Top Course) throughout the site, and correlating laboratory testing.
- Concrete testing and correlating laboratory testing.
- Reinforcing steel, structural steel and post-tensioned inspections.

After speaking with Mr. Berry Ellison, Program Manager with City of Spokane Parks & Recreation, it is our understanding that there is a need for asphalt density testing and correlating laboratory tests. This asphalt placement will include the entrance and parking around the Operations and Maintenance Facility, and the trail.

For the additional testing, we respectfully request our overall budget for services performed to date, and to complete the project, be increased from **\$33,051.00** to **\$34,806.00 (\$1,755.00)**. It is our opinion this increase is conservative based on our discussions with the Contractor and our current project understanding.

We appreciate our long-term client relationship with the City of Spokane Parks & Recreation, and the opportunity to provide our services to you for this project. If agreeable, please sign in the space provided below to authorize the additional services, or provide a City of Spokane Contract Amendment. Should you have any questions, concerns, or require additional information, please contact the undersigned.

Sincerely,
STRATA



Heidi L. Brouwer
Construction Services Manager

HLB/KC/cm



Kody Cornett
Project Manager

Acceptance:

Signature

Title

Printed Name

Date



Spokane Park Board

Briefing Paper



Committee	N/A		
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/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2017-0227		
Item title: (Use exact language noted on the agenda)	Park Board committee assignments		
Begin/end dates	Begins: 11/12/2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: The appointment of two new Park Board members, Hannah Kitz and Kevin Brownlee, has given the opportunity for new committee assignments and a slight change to an existing committee assignment. This committee assignment recommendation includes the following: 1) Ms. Kitz to serve on the Land and Riverfront Park committees; 2) Mr. Brownlee to serve on the Land, Riverfront Park and Joint Arts committees; and 3) Barb Richey to replace Gerry Sperling as Parks Foundation liaison.			
Motion wording: Approve the 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: Parks – Accounting Parks – Pamela Clarke Requester: 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"/> 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 November 2020 – February 2021	Term Ends	Riverfront	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Executive Team	Joint Arts	Liaisons
Ogden, Jennifer – President jmogden@spokanecity.org	2021			✓			✓	Chair		✓	
Bob Anderson – Vice President banderson@spokanecity.org	2022		✓		✓	Chair				Alternate	
Sumner, Nick nsumner@spokanecity.org	2025	Chair		✓	✓			✓	✓		CF Alternate
Hannah Kitz hkitz@spokanecity.org	2025	✓		✓							
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			✓			✓		
Kevin Brownlee kbrownlee@spokanecity.org	2023	✓		✓						✓	
Barb Richey brichey@spokanecity.org	2024		✓	✓						✓	PF
Lori Kinnear lkinnear@spokanecity.org	N/A										

PF = Spokane Parks Foundation

CF = Conservation Futures

Revised: 11/12/2020



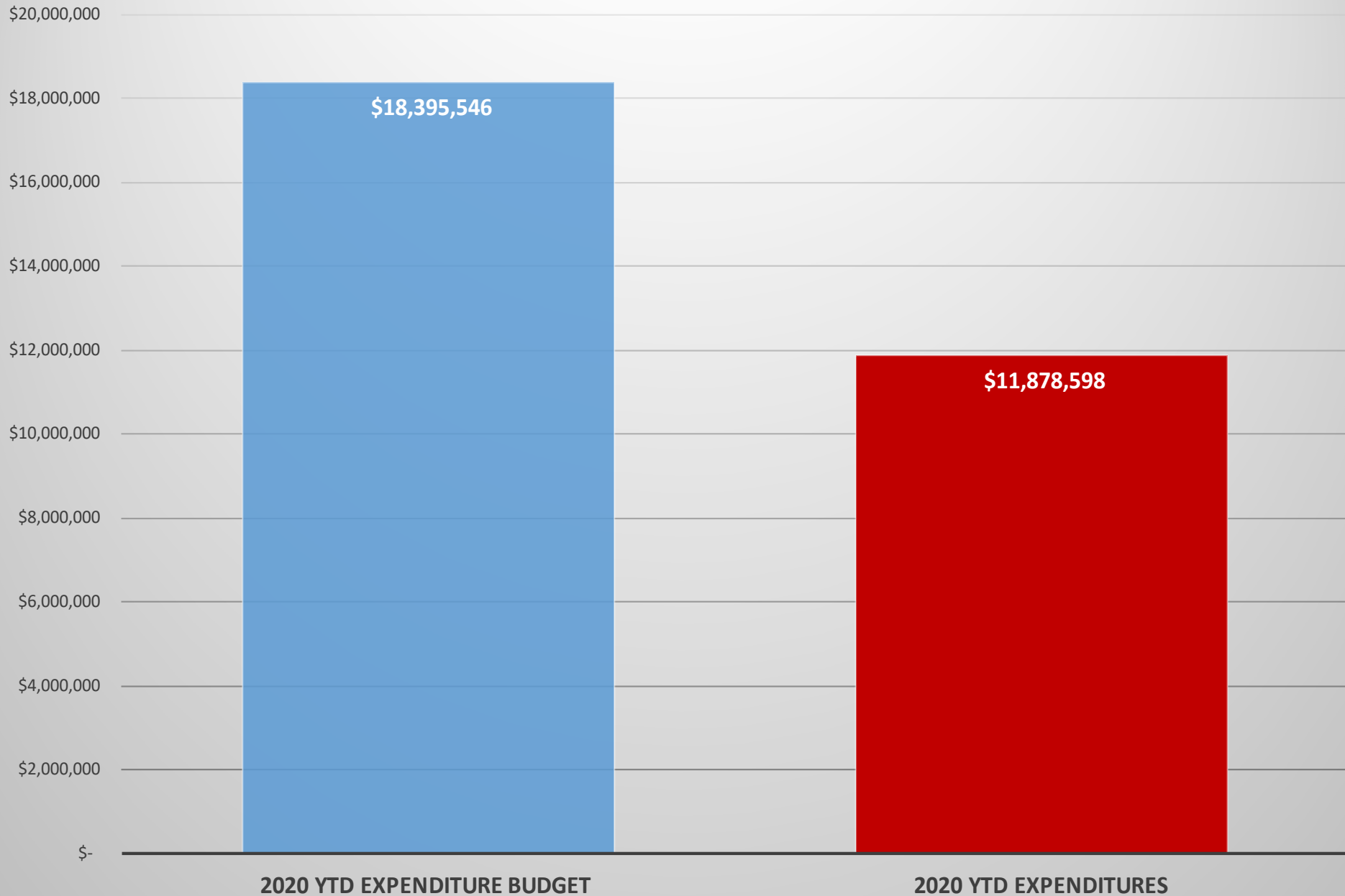
City of Spokane
PARKS
& RECREATION

Financial Reports

October 2020

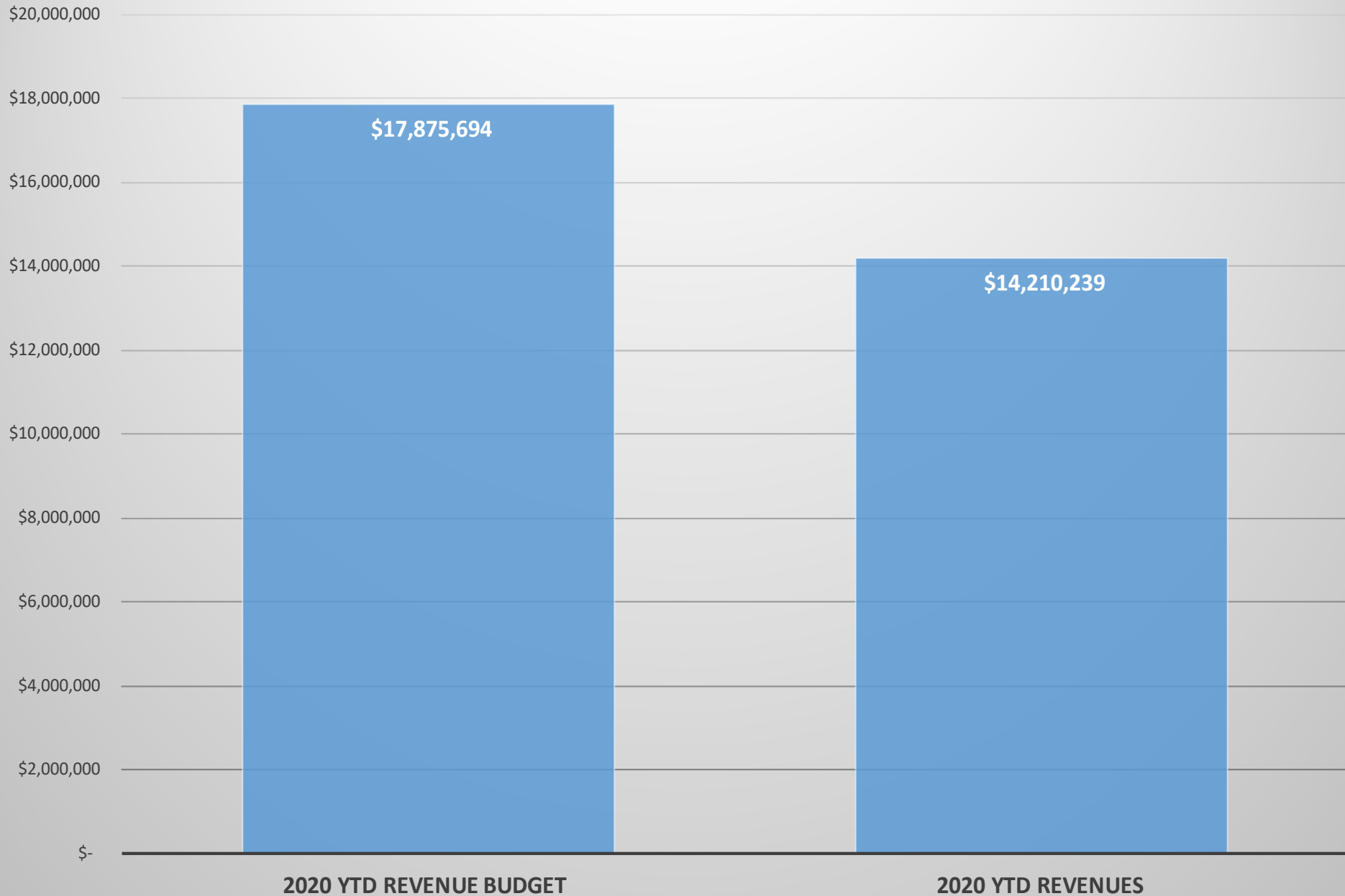
Park Fund

October 2020 Expenditures vs. Historical Budget Average



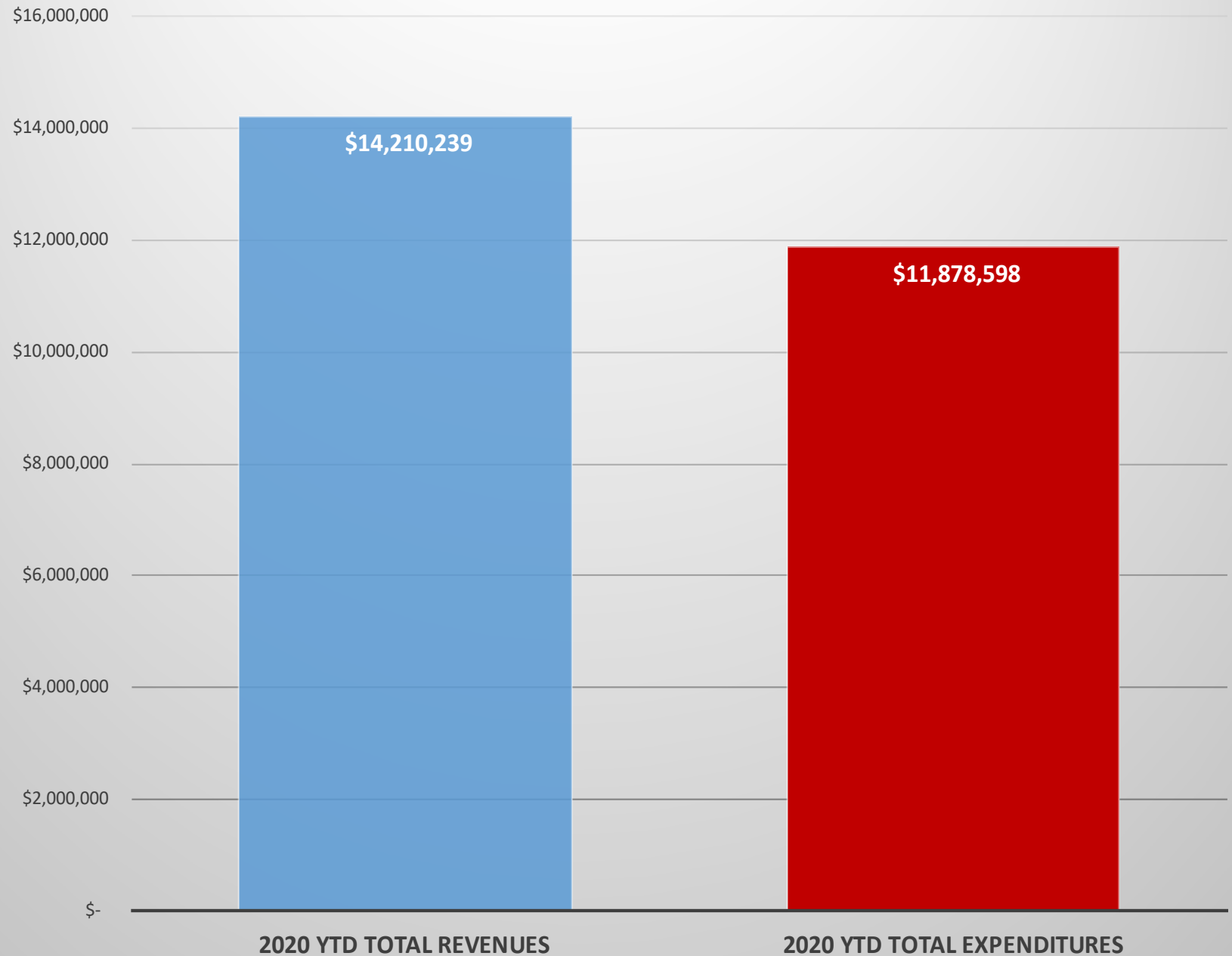
Park Fund

October 2020 Total Revenues vs. Historical Budget Average



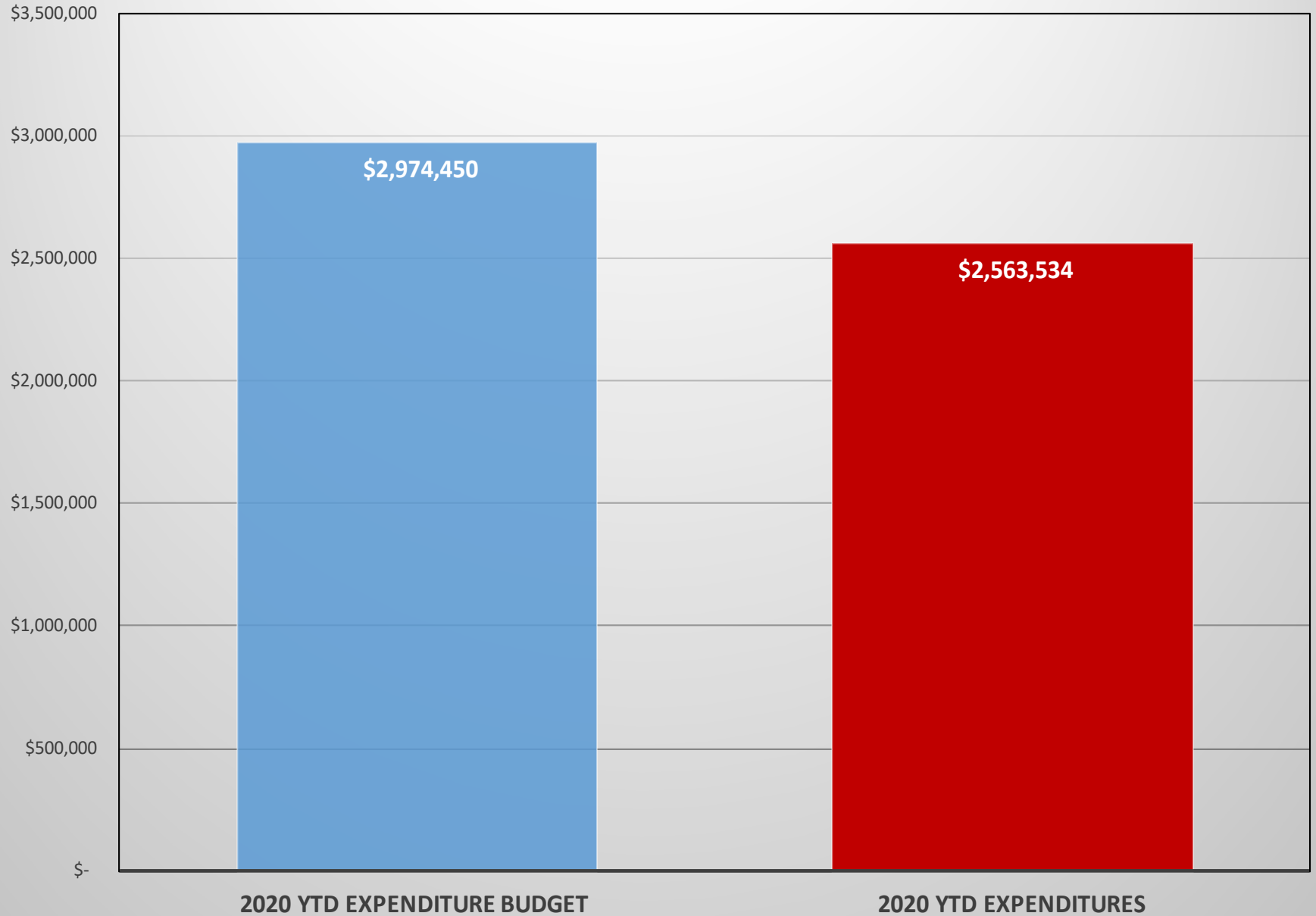
Park Fund

Total October 2020 YTD Expenditures vs. Total YTD Revenues



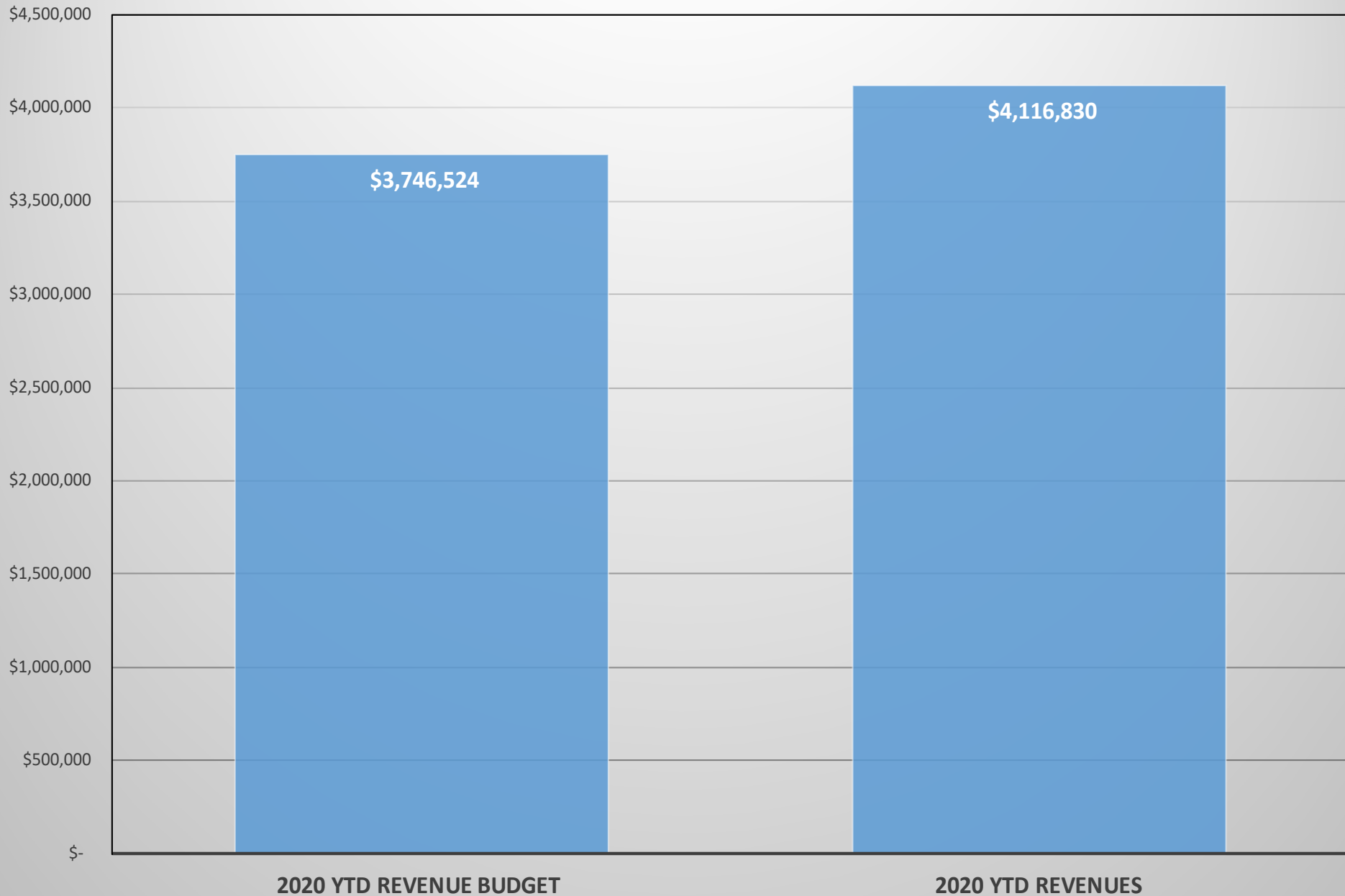
Golf Fund

October 2020 Expenditures vs. Historical Budget Average



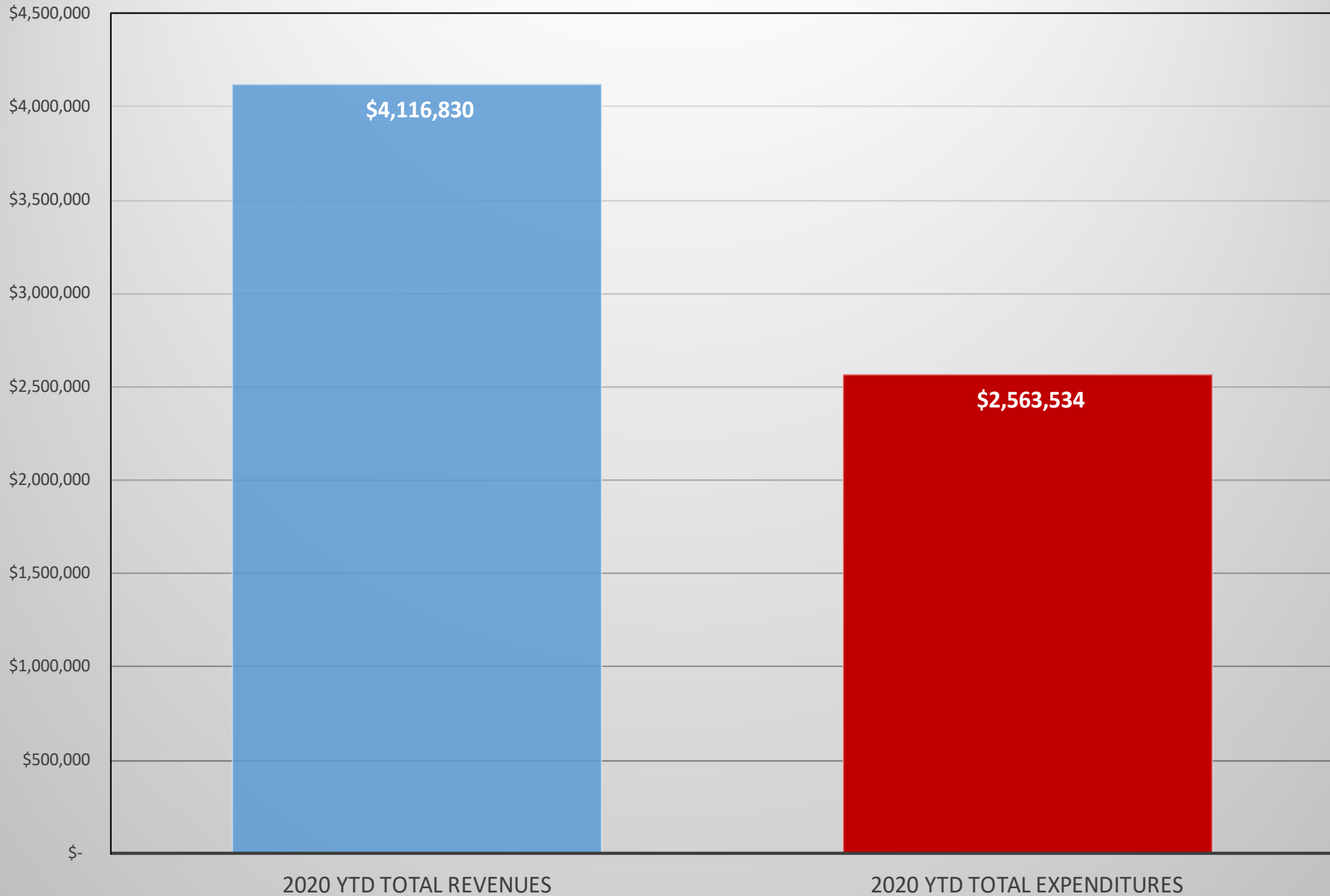
Golf Fund

October 2020 Total Revenues vs. Historical Budget Average



Golf Fund

Total October 2020 YTD Expenditures vs. Total YTD Revenues



Project Component	Budget Adopted June 2020	Expended as of October 31, 2020	Committed to Date	Budget Balance
1. South Bank West	\$ 10,412,530.00	\$ 10,412,530.00	\$ -	\$ -
2. South Bank Central	\$ 11,744,579.00	\$ 11,744,579.00	\$ -	\$ -
3. Howard St. SC Bridge	\$ -	\$ -	\$ -	\$ -
4. Promenades & Cent. Trail	\$ 8,607,192.00	\$ 7,713,004.00	\$ 686,812.83	\$ 226,375.17
5. Havermale Island	\$ 22,196,654.00	\$ 22,184,809.00	\$ 1,732.55	\$ 10,112.45
6. snxw mene?	\$ 616,742.00	\$ 201,742.00	\$ -	\$ 415,000.00
7. North Bank	\$ 10,091,981.00	\$ 7,090,576.00	\$ 3,300,367.80	\$ (199,794.80)
8. South Bank East	\$ 156,847.00	\$ 156,847.00	\$ -	\$ -
Program Level	\$ 4,568,767.00	\$ 4,241,431.00	\$ 187,833.22	\$ 139,502.78
Total	\$ 68,395,292.00	\$ 63,745,518.00	\$ 4,176,746.40	\$ 591,195.60

Updated: 10/21/2019 3:23 PM

Proposal:

Head Golf Professional / Manager

Indian Canyon Golf Course

RFP #4195-15



Doug Phares

PGA Professional

Doug Phares
1653 Swallows Nest Loop
Clarkston, WA 99403
(509) 780-3246
dphares18@gmail.com

Please accept this letter and following proposal as an expression of my interest to become the next Head Golf Professional for Indian Canyon Golf Course. As native of Spokane I am intimately familiar with the history and tradition of Indian Canyon Golf Course. I am confident that my experience, education, leadership skills and unique abilities enable me to contribute significantly toward your objectives and lead the Indian Canyon GC back to its rightful level of prominence.

As you go through this proposal you'll sense the enthusiasm and dedication with which I approach my profession. I currently serve as the Head Golf Professional at the Clarkston Golf & Country Club and prior to that I was the Head Golf Professional at Stoneridge Golf Course. Managing two distinctly different facilities has proven to me that providing superior service with friendliness and efficiency leads to success; delivering on those cornerstones begins with a quality staff. For both operations it has been my responsibility to hire, train, and manage all golf shop employees. The qualities I seek from an employee are the same that a customer should expect; energetic, passionate, intelligent, and professional. Throughout the years my staff has been known for their friendly attitudes and providing a fun and happy environment for the members and their guests.

I don't recall the exact words I said to Jason Conley during my facility tour but the sentiment was; "If you don't want this (the Indian Canyon job) then you shouldn't even be in the business". This opportunity to become the next Head Golf Professional at Indian Canyon is the chance of a lifetime and one that I have spent my professional lifetime preparing for. I thank you for your time and consideration and I look forward toward a personal interview during which time we may further discuss my credentials as they relate to your needs.

Sincerely,

Doug Phares PGA

Letter of Submittal

Doug Phares PGA
1653 Swallows Nest Loop
Clarkston, WA 99403
509-780-3246 (c)
509-758-7911 (w)
509-758-5838 (h)
dphares18@gmail.com

For more than 22 years I have demonstrated the skills, knowledge and experience to successfully manage a golf facility. I am committed to manage Indian Canyon Golf Course in a manner which will maximize our financial goals without compromising customer satisfaction. This business plan presents my vision, philosophy and strategic initiatives that will reshape the Golf Shop operation, build upon the golf instruction programs, improve the food and beverage operation and develop a cooperative relationship with the City of Spokane and its employees in order to accomplish the promise to restore Indian Canyon Golf Course to its rightful level of prominence.

Mission

We will ensure customer satisfaction by being a professional, friendly and knowledgeable staff and providing a welcome "club like" atmosphere to the operation. Whether our customer is new to the course or one of our regulars we will strive to exceed their expectations and let them know that this is home.

This proposal has been prepared and written entirely by me and by signing below I agree to comply with all terms and conditions set forth in the **Request for Proposals #4195-15**, unless otherwise agreed by the City, to be the: **Head Professional /Manager**

Indian Canyon Golf Course
1000 South Assembly Road
Spokane, WA 99224.

Doug Phares PGA
Sole Proprietor

Date

Technical Proposal

Occupation of the Golf Shop / Strategy

Once the contract is approved by the Park Board I will submit my letter of resignation to the Clarkston G & CC Board of Directors. While I will assume the duties as the Head Golf Professional at Indian Canyon GC immediately I do feel obligated to help Clarkston G & CC work through the transition period. Immediately I plan to temporarily occupy the Indian Canyon Golf Shop as I commute between Clarkson and Spokane. Beginning February 8, 2016 I will permanently occupy the Indian Canyon Golf Shop.

2016 Estimated Occupation Schedule

January

15-18 Contact janitorial service & schedule deep clean. Contact Jeff Ellison to solidify the Rosauers Invitational date. Begin search for Lead Assistant and F & B Supervisor. File for location change with the WA State Dept. of Licensing. Negotiate with Gary Lindeblad on equipment, display & furnishings purchase.

19-24 Schedule initial weekly meeting with Course superintendent and necessary City staff. Issue the Golf Car Fleet RFP. Formally begin the liquor license process. Advertise for necessary employee positions. Train on the City's revenue collection, distribution and reconciliation procedures.

25-31 Formulate opening merchandise plan, obtain logo artwork and submit initial orders. Clear out any left behind items and dispose. Analyze existing internet, network and television provider and determine if there should be a change.

February

1-7 Contact event coordinators; confirm & schedule event dates. Contact electrician for Golf Shop and Restaurant lighting needs.

8-14 Interview and evaluate employment applicants. Coordinate special event requests. Purchase necessary range supplies including driving range balls.

15-21 Extend offers for Lead Assistant, possible PGA Assistants and the F & B Supervisor. Notify successful golf car vendor & formalize the lease/purchase agreement.

22-29 City policy & procedure training. Organize and rearrange Golf Shop layout. Mail or otherwise deliver tournament contracts for validation.

March

1-6 Lead Assistant and F & B supervisor begin employment. Menu development, analysis of existing kitchen equipment and determine further needs and continue to procurement. Meet with food suppliers i.e. Sysco, URM, etc. Together with staff meet with Indian Canyon groups i.e. Men's & Women's Clubs, Friends of IC, etc.

7-13 Finalize 2016 tournament schedule. Organize kitchen and service area and develop service and work flow strategies. Decide on POS or cash register need for restaurant needs only. Employee training.

13-20 Procedure implementations. Continue with staffing to achieve necessary level. Prepare for course, driving range & restaurant opening.

Golf Shop Renovation & Improvements

Improvements and renovations the first year will be limited given the relatively brief period between occupation on February 1 and the projected opening date of March 15. While this will preclude any major renovations I will immediately make changes to enhance the appearance and improve the operation of the facility.

Year 1

- **Move the Golf Shop Desk:** I will move the check in desk from the northwest corner to the northeast corner of the Golf Shop so that is nearer the office. This placement of the desk not only opens up the area for better flow it also allows for better use of display space.
- **Improve lighting:** The existing fluorescent display lighting will be replaced with new energy efficient lighting that will highlight displays more attractively and reduce operating cost.
- **Move the WSGA handicap computer into the Golf Shop:** Some people struggle posting scores on the computer and require a little help. It would better serve the needs of the customer if the computer were located near the people who can assist them, i.e. the Golf Shop. Plus it's a good point of contact to pick up any problems, concerns or issues that may need attention or correction.

Years 2 – 5

- **Painting:** New interior paint. I'll consult with someone who has far better taste than me for the color.
- **Replace the flooring:** The carpet is fairly shabby. One of my priorities will be to replace the flooring with commercial grade carpet that is complimentary with the new paint color.
- **Replace Windows:** Replace the current windows with insulated double pane energy efficient windows which will not only look better but also reduce energy costs.
- **Re-tile the restroom:** We'll replace tile for a more modern clean look.

Restaurant

Under my direction the food and beverage manager/supervisor that I hire will oversee most aspects of the food and beverage operation. Together we will develop a workable menu with recipes and items that promote consistency, facilitate quick delivery, offer a superior product and include healthy alternatives for those that don't want the standard golf course fare.

It is my belief that every restaurant should offer a signature item for which they're renowned. Whether our signature item will be something similar to the Olympic or Silverado "Billy Burger", or something with Louisiana flair such as a fried oyster or fried shrimp Po'boy or a Jamaican chicken sandwich; whatever it is, it will definitely be something memorable and unique. With a convenient location only minutes from downtown, a friendly and welcoming environment and available outdoor seating with a "million dollar" view the Indian Canyon restaurant will be the place to meet for breakfast, lunch or an early evening bite to eat. Our dedication to provide great service and great food will make the Indian Canyon restaurant a popular stop.

Clubhouse & Restaurant Renovations

Year 1

- **Improve lighting:** The natural light that flows into the clubhouse is great but there are many areas of the building that should be better lit especially near the northeast entrance and walkway.
- **Equipment purchasing:** I'll evaluate the existing equipment and negotiate with Gary Lindeblad and purchase any that is acceptable and necessary. Decisions concerning new equipment will be decided upon with input from the Food & Beverage Supervisor.
- **Wi-Fi and USB:** I'll ensure that the Wi-Fi signal we provide is adequate and secure. Plentiful areas for our customers to charge their devices while visiting us is also a nice touch.
- **Televisions:** You may find it hard to believe but golfers, especially male golfers, like to watch TV while enjoying a meal or beverage before or after their round. Although the restaurant area is a bit awkward due to divided spaces and a low ceiling I will figure out the placement for the sizes of televisions that can be accommodated.
- **Clean, Clean, Clean:** During my tour of the building it was unmistakable that there has been some neglect towards cleanliness. I'll immediately employ a professional cleaning service for the initial deep clean this restaurant desperately needs. The hood fan exhaust system will need to be steam cleaned before opening; there are professional teams that provide this.

Years 2 - 5

- **Equipment purchases:** I will continue to add equipment to upgrade the operation and work with the City for major capital additions such as the completion of a walk in refrigerator and/or freezer for better storage to accommodate increased capacity.
- **Improve the flow:** As the food & beverage supervisor and I progress through the first year we'll look at any aspect of renovation to improve seating along with traffic, order and food prep flow for better efficiency.
- **Energy efficient windows and lighting:** To help reduce utility costs and conform with modern standards I plan on coordinating with the city to replace these items.
- **Removal of the carpet:** Along the entrance between the main building and the deck the surface is uneven as it seems that the carpet was installed over the original stone walkway. Once exposed I'll determine whether it's best to leave the stone walkway as is or level it and again carpet the area. Barring any safety concerns with people slipping my preference is to leave the exposed stone floor.

Washington State Business License / Washington State Liquor License

Once I am awarded the contract to become the Head Professional / Manager of Indian Canyon Golf Course I will begin the process of obtaining a Washington State Liquor License. I have been in contact with the Washington State Liquor Control Board and obtained the licensing packet. The initial requirement is that the applicant have a Washington State Business License; I am licensed as a Sole Proprietor in the State of Washington. The next step is to submit the application and continue the process communicating through an assigned an agent. The licensing process normally takes 60-90 days. From my discussions with the Liquor Control Board representative I learned that that the process has slowed recently; worst case scenario I would expect the license to be approved no later than April 15, 2016.



STATE OF
WASHINGTON

BUSINESS LICENSE

Sole Proprietorship

Unified Business ID #: 602 015 736

Business ID #: 1

Location: 1

DOUGLAS EDWARD PHARES
T & T GOLF
1676 ELM ST
CLARKSTON WA 99403

TAX REGISTRATION
INDUSTRIAL INSURANCE
UNEMPLOYMENT INSURANCE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

T & T GOLF

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

Recruitment & Training of Staff

Golf Shop: The first visual impressions to a customer are made in the parking lot and the golf shop or restaurant but their initial evaluation will be made through their interaction either by phone or in person with a staff member. My immediate intention is to hire a Lead Assistant Professional and have him or her in place and begin employment March 1. The Lead Assistant will assist with developing the operational plan, instruction programs and personnel for the 2016 golf season. Requirements I'll be seeking are:

- Minimum 3 years experience, preferably at an active municipal golf course
- Current PGA Member or at minimum a PGA Apprentice progressing towards membership
- Teaching experience with players and groups of all abilities
- Tournament management experience

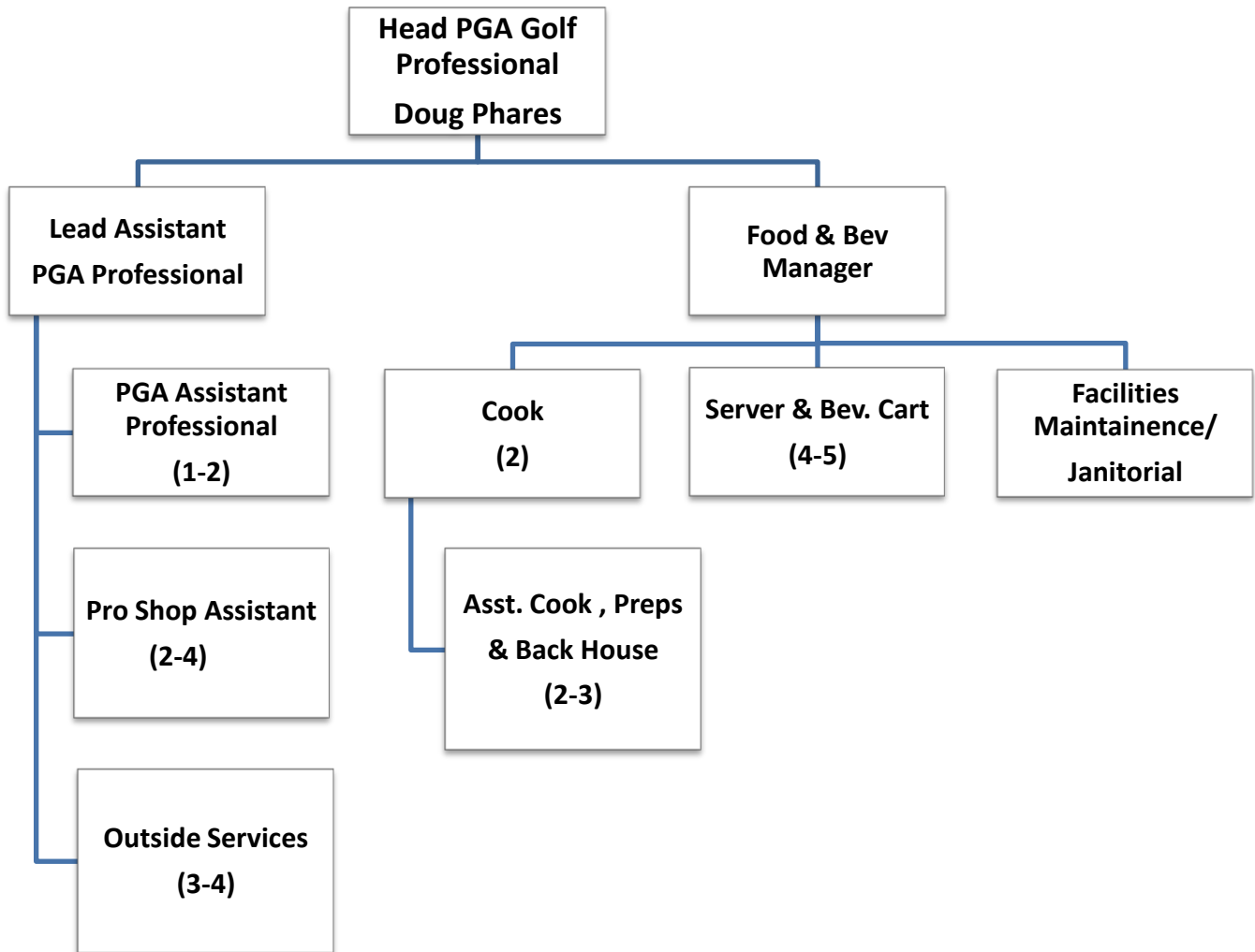
Once hired, the Lead Assistant and I will begin the process of filling out the rest of the Golf Shop staff. Staffing for this department will consist of a minimum of 2 PGA affiliated professionals and 2-4 shop assistants. Existing employees, former employees and PGA JobFinder are the resources to recruit for these positions.

Restaurant Staff: The requirement for the position of Food & Beverage Manager is to have at least 5 years of supervisory experience in a related or comparable food and beverage operation. Experience with budgeting, ordering and hiring will be weighed heavily. To recruit for this position I will rely on some area contacts I have and by advertising locally through the classifieds section of the Spokesman Review and Craigslist. The schedule for interviewing and hiring additional personnel and the job descriptions and requirements for cooks and servers will be decided upon once the Food & Beverage Supervisor position has been filled.

Once our staff needs have been filled I'll schedule a seminar with the Washington State Liquor Control Board to educate all employees on the state liquor laws and compliance with those laws.

I have an employee manual that I use for Clarkston G & CC. I'll tailor this manual specifically for Indian Canyon and incorporate existing City Policy, our current golf rates and the state liquor law compliance. As soon as these changes have been made, the manual will be available for review.

Indian Canyon Organizational Chart



Job Descriptions

ASSISTANT GOLF PROFESSIONALS

- Thorough understanding of overall operation
- Oversee golf staff to assure proper performance
- Teach individual lessons in addition to group lessons and golf clinics
- Conduct junior golf program
- Order merchandise as necessary including stock and special orders
- Assist with inventory and maintain inventory records
- Spread hospitality, good will among all customers
- Conduct Club Tournaments
- Play with members and work on golf game
- Progress through the PGA membership program
- Help keep shop neat and clean
- Sell merchandise
- Keep golf shop supplies current; scorecards, starting sheets, tees, pencils, etc.
- Keep counter area neat, clean and well organized

SHOP ASSISTANTS

- Spread hospitality, good will among customers
- Perform in accordance with daily procedures
- Keep shop neat and clean daily
- Sell merchandise
- Proper maintenance of handicap computer including timely transmission of scores
- Check in merchandise when it arrives

OUTSIDE SERVICES

When you come on duty check with pro shop staff first!

- Pick up all range balls and baskets from the range. Wash golf balls and store them in the range bin.
- Wash all golf carts, use the designated area and park them for next day rental. As you are washing carts check fuel level and fill as necessary
- Report any damage to a cart to the pro shop staff person on duty immediately
 - Each cart has a file that corresponds with its number. This file is kept to document any service or repair to that car, it is vital that we record all of the pertinent data.
- Empty all trash cans in and around the pro shop and clean spike boxes
- Pick up debris and trash from the golf shop area
- Before leaving the premises make sure that the pro shop staff person knows you are leaving

Rental Golf Car Fleet: I have experience owning and managing a rental fleet. I own, manage and maintain a rental fleet of 20 golf cars at Clarkston G & CC. Frequently we host events that need more cars than my fleet allows, accommodating these events requires securing outside rental car fleets and borrowing member carts. I have spoken with Pete Trudeau from Pacific Golf & Turf and based upon his recommendation I plan to obtain 72 new golf cars for rental, one beverage/refreshment cart for sales and one caged utility vehicle for the range. Having a sufficient size rental fleet will allow the freedom to charge rental for carts on a per seat basis rather than a per car basis which is fairer for the customer.

During my time at Clarkston G & CC I have purchased golf car fleets through Club Car and Bennett Golf Cars and EZ-Go cars through Pacific Golf & Turf. My established credit history allows me to finance this golf car lease and take advantage of the attractive lease or purchase options available through the financial arm of whichever dealer I would choose. Immediately following the award of contract for this position I will submit an RFP to these golf car dealers and distributors.

E-Z GO / Textron

Pacific Golf & Turf
14625 SE Stark St.
Portland, OR 97233

Club Car

Golf Cars Etc.
14902 E. Sprague
Spokane, WA 99216

Yamaha

Northwest Golf Cars
7001 East Trent Ave.
Spokane Valley, WA 99212

REQUEST FOR PROPOSAL

RFP Number: # IC-2016

Description: Provide financing alternatives for the purchase or lease of 72 new gasoline engine rental fleet golf cars, 1 gasoline engine Refreshment/Beverage car and 1 caged utility range vehicle.

Due Date: **FRIDAY FEBRUARY 12, 2016**

Doug Phares PGA Head Professional
Indian Canyon Golf Course
1000 South Assembly Road
Spokane, WA 99224

Purpose: As the new Head Golf Professional at Indian Canyon Doug Phares Golf is initiating this RFP to solicit proposals to provide the rental car fleet and one beverage/refreshment car.

Scope: Indian Canyon Golf Course is a municipal course owned by the City of Spokane. Head Professional Doug Phares will provide the rental fleet and will receive the revenue derived from their use. The golf course is very hilly; consequently the rental fleet must be sufficient to accommodate the large demand.
Indian Canyon averages (2010-2014)
Plays per year: 31,500
Cart rental revenue: \$228,443

Schedule for Procurement:

Issue of request:	January 19, 2016
Proposals Due:	February 8, 2016
Evaluation Period:	February 9, 2016-February 14, 2016
Approval of Proposal:	February 15, 2016
Golf Car Delivery Period:	March 15-April 1, 2016

Technical Aspects of the Proposal:

1. Financing options i.e. Lease vs. Purchase and financing rates through your corporation
2. Available GPS Tracking hardware & software for pace of play monitoring
3. Cart detailing and numbering
4. Split Windshields - Tinted or Clear
5. USB outlets

Doug Phares Head PGA Professional
(509) 780-3246
dphares18@gmail.com

Merchandise

The presentation of the Golf Shop is often where the first impression of the operation from a customer is made so it is important that the Golf Shop is well stocked, attractive, well organized and clean so that the first impression is the best impression. Golfers expect a quality product when they come to play Indian Canyon, the Golf Shop should represent that quality.

While I have prepared many annual buying and merchandising plans my initial buying plan for the Indian Canyon Golf Shop will likely be an "open to buy" plan. I have more than 30 open vendor accounts that are all in good standing which will adequately meet my inventory needs and I intend to have Golf Shop fully stocked by May 1. As I become more familiar with the event schedule, the clientele and everyday operations I'll be able to formulate more detailed plans in the future.

Despite the challenge of a limited clientele due to CG&CC being a private operation and the limited shop space of 850 square feet we have operated a successful Golf Shop operation. A large part of our success is due to the fact that we actively foster customer loyalty by providing an attractive variety of merchandise, offering a price match option for special not in stock orders and constant member communication through the monthly newsletter, social media and text messages.

Clarkson G & CC Golf Shop Revenue (2011-2015)

	2015 (10/31/15)	2014	2013	2012	2011
Merchandise	\$ 98,774.86	\$ 109,368.34	\$ 103,622.20	\$ 109,278.25	\$ 112,325.49
Cart Rental	\$ 26,544.55	\$ 25,891.03	\$ 35,140.59	\$ 28,880.52	\$ 26,029.26
Driving Range	\$ 20,506.72	\$ 19,199.79	\$ 17,811.44	\$ 19,024.33	\$ 14,755.96
Services	\$ 7,129.97	\$ 5,059.96	\$ 5,434.68	\$ 7,200.76	\$ 7,796.00
Gross Sales	\$ 152,956.10	\$ 159,519.12	\$ 162,008.91	\$ 164,383.86	\$ 160,906.71

Doug Phares - Active Vendor Accounts

<u>Company</u>	<u>Phone</u>	<u>Sales Rep.</u>	<u>Cell</u>	<u>email</u>
<i>Apparel</i>				
Ahead	508-985-9898	Brian Dickson	425-221-5223	bdicksonsales@gmail.com
Antigua	800-562-9777	Grant Holcomb	503-539-4369	golfholc@comcast.net
Black Clover	801-716-4477	Chuck Berkeley	206-914-5115	cberke9891@msn.com
Cobra/Puma	800-917-3300	Dave Curtis	425-327-9560	d5golf@comcast.net
Cutter & Buck	508-985-9898	Brian Dickson	425-221-5223	bdicksonsales@gmail.com
Foot Joy	800-225-8500	Lloyd Putnam	801-550-5152	Lloyd_Putnam@acushnetgolf.com
Gear	800-255-1065	Joey Esh	208-790-1019	jesh@gearforsports.com
Loft 8	877-885-6388			
Mizuno	800-333-7888	Cody Faught	208-280-3063	cody.faught@mizuonousa.com
Nike	800-922-6453	Scott Stephens	208-772-5667	scott.stephens@nike.com
Page & Tuttle	800-527-3830	Andy Hollister	208-954-9819	ahollister@pga.com
Sun Mountain	800-227-9224	Grant Holcomb	503-539-4369	golfholc@comcast.net
Under Armour	800-669-3181	Joey Esh	208-790-1019	jesh@gearforsports.com
<i>Equipment</i>				
Adams	800-622-0609			
Callaway	800-228-2767			
Cleveland Golf	800-999-6263			
Mizuno	800-333-7888	Cody Faught	208-280-3063	cody.faught@mizuonousa.com
Ping	800-528-0650	Van Vandenberg	208-866-1005	vanv@ping.com
Titleist	800-225-8500	Brad Racine	774-200-1114	brad_racine@acushnetgolf.com
Wilson	800-562-01100			
<i>Accessories</i>				
Bag Boy/Datrek	800-955-2269	Chuck Berkeley	206-914-5115	cberke9891@msn.com
Bushnell	800-221-9035	Sally Schmitz	206-715-2155	salgolf@comcast.net
Don Martin	800-443-4844	Chuck Berkeley	206-914-5115	cberke9891@msn.com
Easy Picker	800-641-4653	Chris Foss	800-641-4653	chrisf@easypicker.com
Pelzer	800-537-3700	Craig Pelzer	503-656-0666	craig@pelzergolf.com
Pro Active Sports	800-369-8642			
Sky Caddie	866-759-4653	Kevin Burnett	425-260-3064	kevinburnettgolf@aol.com
St. Andrews	219-879-1000			
<i>Footwear</i>				
Adidas	800-888-2582	Kim Ponti	206-619-4223	kimberly_ponti@tmag.com
Ecco	800-886-3226	Peter Steffenson		pcgolfsales@comcast.net
Foot Joy	800-225-8500	Lloyd Putnam	801-550-5152	Lloyd_Putnam@acushnetgolf.com
New Balance	978-378-3434	Chuck Berkeley	206-914-5115	cberke9891@msn.com
<i>Golf Balls</i>				
Bridgestone	800-358-6319	Robert Su	425-408-3205	rsu@bridgestonegolf.com
Callaway	800-228-2767			
Srixon	800-999-6263			
Titleist	800-225-8500	Brad Racine	774-200-1114	brad_racine@acushnetgolf.com
Wilson	800-622-0444			

Driving Range

Operation: The Indian Canyon driving range is a fantastic facility that offers a premium area for practicing, learning and teaching. I will begin with an inventory of 12,000 golf balls and add to that total as necessary. I'll offer 4 different basket sizes for range balls so that there is a size that fits every need. The range will be open seasonally or for maintenance as determined by the course superintendent. The hours of operation will be from when the Golf Shop opens or the frost clears and closes an hour before sunset in order to pick up the balls. The size of the Indian Canyon driving range requires a 5 gang picker unit propelled by utility cart. I will also provide bag stands, club and ball washers and visible clocks will be moved daily to fit the tee line determined by the superintendent.

In order to alleviate the tediousness of just a place to hit balls, the range should be made more interesting than a field of grass with some yardage signs. Adding unique yardage specific targets that present a game like setting to promote a little fun and friendly competition will make a visit to the range more interesting. A few examples would be some water targets that splash when hit, funnel type nets to catch wedge shots or a football upright type of setup to hit balls through. Another idea I'd like to initiate would be to conduct "Big Break" type competitions which will certainly draw more interest and activity to the range especially to the younger set. Throughout the season we'll also schedule some "Watch it fly before you buy" Demo Days where various manufacturers allow their equipment to be tried.

Outbuilding: The driving range outbuilding will be the center for instruction, club fitting & repair and swing analysis. During busy times this operation will be staffed or supervised by the assistant professionals and shop assistants to monitor safety and ensure that the golfers are hitting from the correct stations. We'll have portable seating available for those that need a break to rest or just to get out of the sun or rain and for team meetings or golf seminars. The teaching studio will have equipment for recording swings, monitors to view and software for digital analysis. If it is more convenient for the superintendent, an area will be available to store the sand and seed mixture that is used to fill in divots made by the driving range customers.

Relationship Building - Course Superintendent & Grounds Crew (City of Spokane employees)

The ultimate goal is to return Indian Canyon Golf Course to its past greatness, to attain that goal all of us involved in the operation must work as a team. I must say that during the 2015 season Fred has made tremendous progress on his part. I know Fred and I have no doubt that together we will be a great team. In my current position at Clarkston G & CC I formally meet with our course superintendent Mike Waisanen once per week and less formally as often as our schedules allow and I would like to continue that type of arrangement with Fred. These meetings and talks ensure the communication that is essential for a smooth operation. I need to be aware of any special course conditions or restrictions and he needs to know our event schedule and any special considerations that an event may require.

Golf Course Employee Perks & Incentives

All Indian Canyon employees, regardless of the employer, will be treated to the same benefits and governed by the same rules. All employees will receive a designated discount on meals (while on shift), golf equipment & apparel, golf lessons and cart rentals; range balls will be provided at no charge. Access to and conduct on the golf course will be subject to City of Spokane rules and regulations.

Off Season Activities / Non Traditional Revenue

The Indian Canyon GC and Clubhouse offers an ideal venue for weddings, meetings & conferences or seminars and holiday parties. Seasonally and on a limited basis we can rent areas on the golf course for wedding ceremonies. Gaining approval from the City and coordinating with the superintendent for this type of use for the golf course will be requested. During the season we can also offer meeting room space in the Clubhouse for rent and during the off season we can offer rental of the entire Clubhouse.

Weddings: The setting on and the views from the Indian Canyon GC grounds are unmatched. A wedding would require rental of at least part of the course. A wedding would need to be scheduled at times to preclude any negative impact on green fee revenue and to ensure that any disruption of play would be minimal. Scheduling around regular operations does present a challenge but it is something I have experienced many times at Clarkston G & CC. Some of the methods we would employ to accommodate the special requirements are to: reroute golf traffic, change starting tees or for very large events, offer public "shotgun starts" to clear a large block of time.

Meetings / Seminars: During the golf season the east room of Clubhouse provides an ideal year round space for moderate size meetings or small seminars. During the off season the entire Clubhouse would be available. The food and beverage supervisor and I will develop different hosting options from water and coffee only, breakfast or lunch and of course golf after the meeting or seminar if times are available.

Holiday Parties: We will be able to accommodate small to medium sized holiday parties. The food and beverage supervisor and I will develop offerings and different menu options for these parties and gatherings. Decorations, lighting and other holiday displays will be provided by the Golf Professional.

Clubhouse Apartment Options:

Available Immediately:

- **Apartment:** Maintaining the space as an apartment as it is currently being used would require very little structural change just some simple updates and deep cleaning. This option provides for the benefit of year round occupation of the building and reporting of any security, vandalism or other issues such as water leaks or burst pipes. The limitation of this option is that the only access is available inside the Clubhouse and up through a narrow staircase. For security purposes the renter pool would be limited to employees. Without any improvements I foresee rent being \$500 per month.

- **Employee break room, meeting changing room or wedding/bridal prep area:** This alternative would also require little or no structural change and while it offers convenience and a private area for eating or changing, it offers little potential revenue.

Future Alternatives:

- **Bed & Breakfast:** We could use the space to offer stay and play packages. It would require an almost complete renovation of the space, the installation of an exterior entrance and furnishings. The space can easily accommodate 4 occupants and the onsite restaurant will satisfy any dining needs. This would be a fairly ambitious undertaking as it would be quite expensive. This option does offer the potential for the highest possible return. I'd recommend that the rental be \$150 per night which would not include golf, cart rental or meals.
- **Executive Suite:** Similar to the Bed & Breakfast option in the fact that the space would need to be renovated and an exterior entrance would need to be installed. It would be an incredible venue to host visiting dignitaries or reach an agreement with a company like Clearwater Paper and rent to their transitional executives. Rent for a furnished executive suite such as this would be \$150 per night, \$750 per week or \$2500 per month.

Management Proposal

Doug Phares

PGA Professional

1653 Swallows Nest Loop Clarkston, WA 99403 / (509)780-3246 / dphares18@gmail.com

Skills

22 years as Head Golf Professional / PGA Member since 1993

Well versed knowledge of both Private and Public Operations

Extensive Budgeting experience / Expert in all facets of Tournament Operations

Excel with Member Relations and Retention / Outstanding Customer Service & Staff Training

Professional Experience

Head Golf Professional

2000 – Present

Clarkston Golf & Country Club, Clarkston, WA

An 18-hole private member-owned country club governed by a Board of Directors and its' president. There are 240 memberships playing 23,000 rounds annually with a merchandise concession in excess of \$100,000 annually.

- Developed a tiered membership program in 2002 which led to a 40% increase from 2002 to 2007
- Responsible for preparation, implementation and tracking of the Golf Shop and Swimming Pool budget.
- Hire, train, supervise and control payroll for all Golf Shop and Outside Services staff.
- Schedule and coordinate all golf tournaments with the Board of Directors and all department heads
 - Created the Men's Assoc. weekly Tuesday, Thursday, Saturday & Sunday events for more than 100 players each week
 - 14 corporate events generating more than \$40,000 in outside income from guest fees alone
 - Administrate our Men's and Women's Invitational's as well as our Memorial and Labor Day couples
- Create the Clubs' Monthly Newsletter and update social media and website content
- Own and operate the golf cart rental fleet
- Reorganized and revised club rules and regulations and responsible for enforcement of those rules.
- Provide, schedule and organize all player development programs, golf lessons and junior golf program.

Head Golf Professional

1994 – 1999

Stoneridge Golf Course, Blanchard, ID

A privately owned 18-hole daily fee course where I reported directly to the off-site General Manager. The course averaged 24,000 rounds per year and an merchandise concession of \$70,000

- Increased on average an 8% increase in green fees each year from 1995-1999.
- Hired, supervised and managed all Golf Shop and Outside Services personnel
- Responsible for preparation, implementation and tracking of the Golf Course revenue budget
- Developed and implemented annual merchandise buying plans
- Initiated and developed the plan for the new driving range. I coordinated construction with the course superintendent and supervised all phases of the project.

- **Formal Education**

Recreation Management / Business Marketing: Eastern Washington University, Cheney, WA

References

Attached

Instruction: I have been a golf teacher for more than 26 years. From 1989-1994 I worked at Twin Lakes Village, Downriver GC and The Creek at Qualchan GC under the tutelage of Head Professional Mark Gardner; it was during these 6 years that my philosophy of teaching was developed. At both city operations there was a very active instruction program where we offered junior golf lessons, adult "city lessons", Gonzaga & SFCC golf classes, various other instructional clinics and of course individual or couples private lessons. From 1995-2015 I have been a Head Golf Professional; 1995-1999 at Stoneridge GC and 2000-present at Clarkston G & CC. Throughout this time I have improved upon my teaching credentials and have been responsible for developing and directing our instructional schedule. Some of the programs we offer include junior golf camps, Get Golf Ready, Walla Walla CC golf classes, beginning and intermediate clinics and CHS golf team school workshops. I recently installed an indoor hitting bay at Clarkston G & CC for winter instruction. Maintaining a healthy golf instruction program is vital to the success of a golf operation. Not only is it important to develop new golfers it is essential that we retain our current golfers.

Men: Men generally prefer individual instruction more than group instruction and most often look for instruction on a spur of the moment "I've got to fix this" basis which is why it is important to have teaching staff readily available so we can capture that opportunity of convenience. Due to their more competitive outlook or perhaps time constraints men tend to rely upon playing rather than instruction or practicing to improve, that is why it's important to offer a more stimulating environment for the practice areas.

Women: Unlike men, women are generally more socially motivated to play the game. Women are eager for instruction and while some do well in an individual setting, most flourish within a group setting. In addition to the existing programs like "City Lessons" and "Get Golf Ready" classes we will offer clinics for our different ladies groups as well as for those that don't yet participate in those groups.

Juniors: For the juniors that are seeking an introduction into golf we will schedule clinics to cover different aspects of the game over select Saturdays in May and June. The clinics can be stand alone but they will also dovetail into our junior camp. Scheduled for the first week after school is released, the Indian Canyon Junior Camp will offer separate sessions for the beginning/introductory and the intermediate skill levels. The Junior Camp can also serve as a feeder program into the PGA Junior League. Using a fun team format The PGA Junior League promotes having fun while providing an introduction into competitive golf. For advanced and higher skilled juniors the WJGA is available; I've been an enthusiastic supporter of the WJGA and my courses have hosted several sub-district events.

Retention

Since 2011 the Indian Canyon Men's Club has decreased from 94 players to 64 players while the Women's Club has remained steady with 32 members. My aim is to increase these participation levels and cultivate a more active and vibrant Men's and Women's Club culture. It's essential that we promote a feeling of loyalty, ownership and belonging and help our customers choose to make Indian Canyon their home.

Entry Golfers: The greatest barrier that holds back the lesser skilled or introductory player is comfort. We need to help eliminate the intimidation factor and make them more comfortable by providing more pertinent golf education in regards to rules, etiquette and play. Additionally we'll display better signage and foster effective communication in order to better instruct and inform them. Once they feel confident about what to do, how to do it and where to go they're comfortable. Golf tends to be more of a social outlet to this group so adding fun alternative formats will add some appeal and hopefully lead to more interest.

Intermediate Golfers: This group is the semi-regular player. They play a moderate amount and the main barriers that preclude them from playing more and becoming a member are not having an established golfing relationship and time. For this group we'll provide a welcoming environment and offer some programs to catch their interest. At Clarkston we had great success by establishing regular times and groups that are open for all to play. We also held evening league play and on certain days had the Golf Shop staff arrange the pairings for a team competition; that really helped integrate players and eliminated the barriers of finding someone to play with cliquishness. We can combat the time obstacle by making the practice range more interesting and fun. This will encourage those that may want to play but are short on time, even if they only have an hour or so they can still come down and enjoy a golf experience.

Members/Competitive Players: These are the people that already identify Indian Canyon as home and it's important that we keep them here. Providing a familiar and friendly environment, presenting an interesting tournament schedule and other competitive alternatives are the keys to keep this group satisfied. We'll provide weekday skins games or league play, weekend individual or team games in addition to holding some mixed events. Generally there are more competitive avenues for men than women but it is vital that we don't ignore these competitive based women as they are our core base. I've conducted many women's events at Clarkston G & CC and providing positive support of these tournaments has been crucial to my relationship with them.

What I'm really after is to make people want to come to Indian Canyon and spend their recreation time here. I don't want them here only because the course is great or that the location is convenient; I want them choose Indian Canyon because they like being treated well, treated fairly and that they're welcome here. I want them to love coming to the golf course. To me, that's what it's all about, if they like what you do and how you do it they're going to come back and once you've got them coming back, don't let them go.



PGA®

Derek Sprague, PGA
President

Paul Levy, PGA
Vice President

Suzy Whaley, PGA
Secretary

Allen Wronowski, PGA
Marketing President

Debra Delvecchia
Chief Executive Officer

Darrell Grill
Chief Operating Officer

Kerry Haight
Chief Championships Officer

November 18, 2016

10443700
Mr. Douglas E. Phares, PGA
1655 Swallows Nest Loop
Clarkston, WA 99403

Dear Mr. Phares:

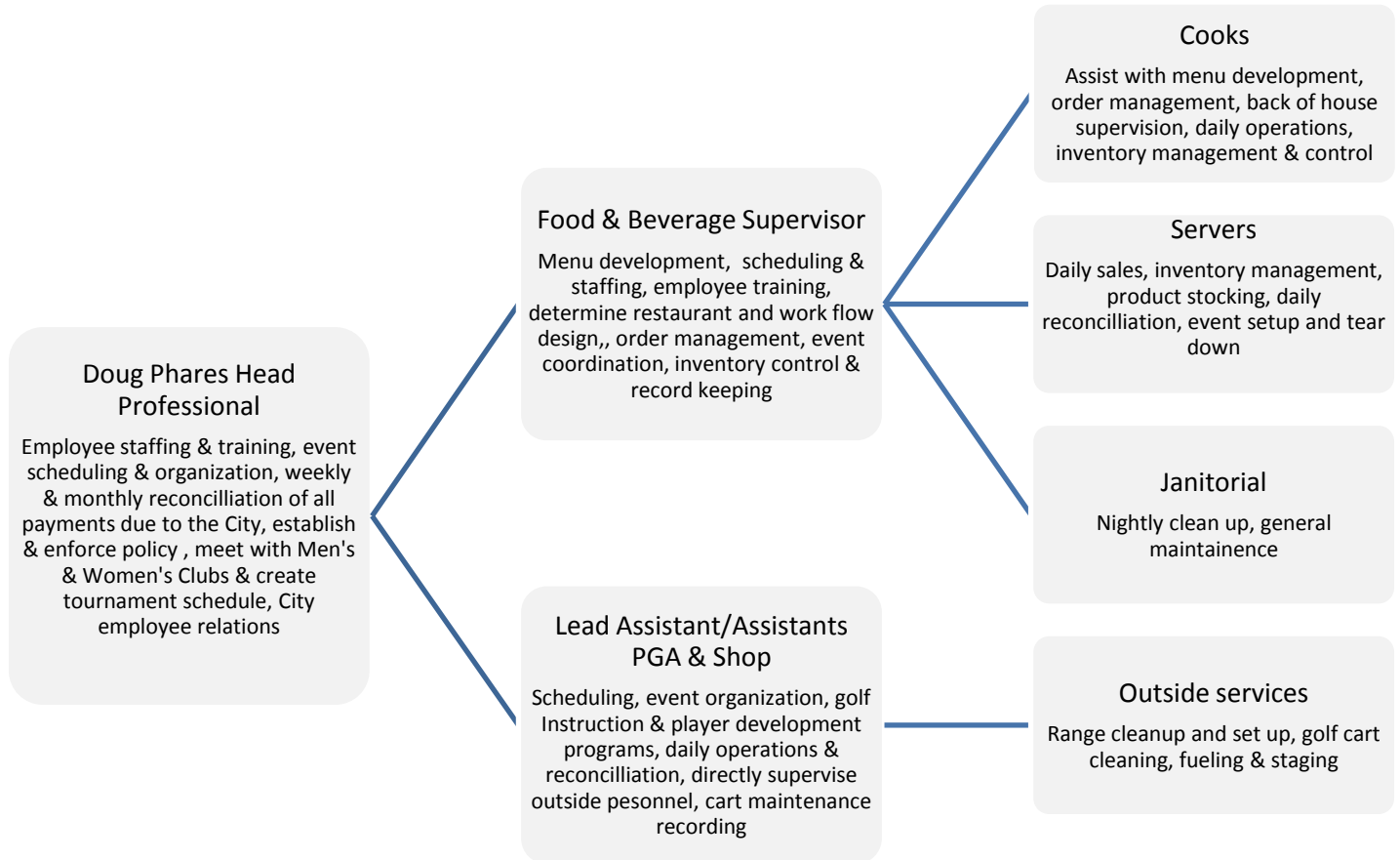
This letter is to confirm that through June 30, 2016, you are a PGA Professional in good standing.

Please contact this office if you have questions / concerns about this or any other PGA membership matter. The Membership Services Department staff can be reached by calling 800-474-2776.

Sincerely,

Katie Velotta
Membership Services

Indian Canyon Organization Chart & Responsibilities



Related Contracts: Below are the contracts I have had during the past 5 years that pertain to this position:

Name	Type	ID #	Date
PNC Equip. Finance 995 Dalton Ave. Cincinnati, OH 45203 800-559-2755	Cart Purchase	#144451000	May 2011-May 2014
Clarkston G & CC 1676 Elm Street Clarkston, WA 99403 Contact: Judy Stewart 509-758-2546	Employment	Golf Professional	March 1, 2000-Present

References

Jim Naslund
2550 Reservoir Road
Clarkston, WA 99403
208-791-4187
naslunddisposal@hotmail.com

Mr. Naslund is the current President of the CG&CC Board of Directors and as I report to the Board directly he is my immediate supervisor. I have worked with Jim on the Naslund Disposal Labor Day Couples Tournament as his company is the major sponsor.

Mike Henry
945 Riverview Drive
Clarkston, WA 99403
208-791-9747
mdhenry@cableone.net

Mr. Henry serves on the CG&CC Board of directors and is the Secretary/Treasurer. I work closely with Mike on revenue and budgeting issues for the Club. Mike and his wife Helen are very active members and participate in many of the events that we conduct.

Mark Gardner
301 E. Meadowlane Road
Spokane, WA 99224
(509) 230-9156
gards@comcast.net

I got my start as a golf professional at Twin Lakes Village GC working for Mark. I was employed by Mark at each of the 3 facilities that he has served as the Head Golf Professional. From 1991-1993 at Downriver and in 1994 at The Creek at Qualchan I was employed as the Lead Assistant Professional.



Documentation: Subject to execution of satisfactory loan documentation to include a credit agreement, security documentation, and all other items customary for financing such as the arrangements herein proposed.

Expenses: The Borrower is responsible for all closing and administrative costs, including but not limited to the appraisal & review, credit reports, recording, title insurance, and legal fees incurred, whether or not the loan closes.

SUBJECT TO: This proposal is subject to the following:

- Final approval based on a full analysis of the borrower's current financial information.
- Analysis of Indian Canyon historical tax records and financial statements.

NOTICE TO BORROWER: ORAL AGREEMENTS, PROMISES OR COMMITMENTS TO: (1) LOAN MONEY, (2) EXTEND CREDIT, (3) MODIFY OR AMEND ANY TERMS OF A LOAN, (4) RELEASE ANY GUARANTOR, (5) FOREBEAR FROM ENFORCING REPAYMENT OF A LOAN OR THE EXERCISE OF ANY REMEDY UNDER THE LOAN DOCUMENTS, OR (6) MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATING TO A LOAN ARE ALL UNENFORCEABLE UNDER WASHINGTON LAW.

The above Term Sheet is not meant to be, nor should it be construed as, a commitment to lend, or an attempt to define all the terms and conditions of the financing proposal. Rather, it is intended only to set forth the basic points of the terms and conditions of our loan. Columbia Bank would be willing to discuss any changes or modifications in the loan that you feel would provide beneficial.

Thank you for the opportunity to provide you with this proposal. If you have any questions or concerns, please call me at 509-758-8660

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle D. Conklin', written over a light blue horizontal line.

Kyle D. Conklin
Commercial Banking Officer

Revenue Sharing

Revenue Sharing

I propose that revenue shared between Doug Phares the PGA Head Golf Professional at Indian Canyon GC and the City of Spokane to be distributed as follows:

Category	City %	Golf Professional %
Practice Range	1%	99%
Rental Carts	1%	99%
Golf Shop Merchandise Sales	1%	99%
Food & Beverage Sales	0%	100%
Green Fees	100%	0%
Professional Lessons	0%	100%
City Lessons	50%	50%
Facility Rental – Off season	40%	60%

To determine a baseline for 2016 and projected growth I used the following criteria:

Practice Range: I again took the average revenue of the middle 3 years of the last 5 to begin 2016 and projected a 2.5% increase each year.

Golf Cart Rental: Past history shows that the golf cart rental revenue is roughly 40% of that for green fees so that is the formula I followed. Budgeted growth is tied to increased green fees.

Golf Shop Sales: Again I have taken the average revenue total of the middle 3 years, discarding the high and the low year. I have determined that a more robust 5% growth rate is possible in this category.

Green Fees: From last five years I discarded the high and low and averaged the 3 middle revenue years to reach the \$598,000 forecast for 2016; I have budgeted a 2.5% annual increase.

Golf Lessons: The city lesson revenue was \$3750 in 2014, the highest figure over the previous 5 years. I assumed that from this point forward that figure will be the minimum collected, I budgeted no increase.

Facility Rental: I began with a figure of \$4000, an average of \$500 per month for April-December of 2016 which is essentially the apartment rental at \$500 per month, in 2017 the beginning budget calls for \$6000 taking into account 12 months rental income. From 2017 forward I have projected a 10% annual increase for this item, however if we are successful scheduling parties and weddings I expect significant growth. I propose a 40% City, 60% Golf Professional split for this item, additional off-season building rental fees will be split the same way.

Golf Course Rental: This will be revenue collected for rental of the golf course for weddings. While I think it has great potential for revenue I'll need to investigate the possibility further. I'll need input from the course superintendent on the matter. You'll notice that I have listed the revenue as TBD. I would propose a 1% share to the Golf Professional and 99% share to the City.

**Indian Canyon 5-Year Revenue
Budget
City Share**

(All Revenue is net of taxes)

Revenue Category	2016	2017	2018	2019	2020	%
Projected Number of Rounds (2.5% annual increase)	31,500	32,288	33,095	33,922	34,770	
Practice Range	\$ 690.00	\$ 707.25	\$ 707.25	\$ 707.25	\$ 707.25	1%
Rental Carts - City	\$ 2,392.00	\$ 2,451.80	\$ 2,513.10	\$ 2,575.92	\$ 2,640.32	1%
Lessons-City	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	50%
Pro Shop Sales	\$ 930.00	\$ 976.50	\$ 1,025.33	\$ 1,076.59	\$ 1,130.42	1%
Annual Passes	\$ 10,954.68	\$ 15,691.74	\$ 21,769.89	\$ 22,637.06	\$ 18,460.97	100%
Green Fees (Annual 2.5% Increase)	\$ 598,000.00	\$ 612,950.00	\$ 628,273.75	\$ 643,980.59	\$ 660,080.11	100%
Private Cart Fees	\$ 3,182.18	\$ 5,673.61	\$ 5,998.39	\$ 6,263.41	\$ 6,783.26	100%
Facility Rental Income Net - City (Apartment, Parties, etc.)	\$ 1,600.00	\$ 2,400.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	40%
Golf Course Rental - Weddings, etc. - City's	Unknown	Unknown	Unknown	Unknown	Unknown	99%
	\$ 651,123.86	\$ 675,013.40	\$ 697,897.39	\$ 715,677.88	\$ 729,087.44	

Golf Professional

Revenue Category	2016	2017	2018	2019	2020	%
Practice Range (Annual 2.5% increase)	\$ 69,000.00	\$ 70,725.00	\$ 70,725.00	\$ 70,725.00	\$ 70,725.00	100%
Practice Range - Pro's	\$ 68,310.00	\$ 70,017.75	\$ 70,017.75	\$ 70,017.75	\$ 70,017.75	99%
Rental Carts - Gross	\$ 239,200.00	\$ 245,180.00	\$ 251,309.50	\$ 257,592.24	\$ 264,032.04	100%
Rental Carts - Pro's	\$ 236,808.00	\$ 242,728.20	\$ 248,796.41	\$ 255,016.32	\$ 261,391.72	99%
Lessons-City	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	50%
Lessons-City - Pro's	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	50%
Pro Shop Sales (Annual 5% increase)	\$ 93,000.00	\$ 97,650.00	\$ 102,532.50	\$ 107,659.13	\$ 113,042.08	100%
Pro Shop Sales - Pro's	\$ 92,070.00	\$ 96,673.50	\$ 101,507.18	\$ 106,582.53	\$ 111,911.66	99%
Facility Rental Income Gross (Apartment, Parties, etc.) 10% increase	\$ 4,000.00	\$ 6,000.00	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00	100%
Facility Rental Income Net - Pro's (Apartment, Parties, etc.)	\$ 2,400.00	\$ 3,600.00	\$ 3,960.00	\$ 3,960.00	\$ 3,960.00	60%
Golf Course Rental - Weddings, etc. - Pro's	unknown	unknown	Unknown	Unknown	Unknown	1%
	\$ 401,463.00	\$ 414,894.45	\$ 426,156.33	\$ 437,451.60	\$ 449,156.13	

Insurance



November 13, 2015

City of Spokane

Re: Indian Canyon Golf Course – Doug Phares Insurance for Golf Pro

To Whom it May Concern:

Wheat and Associates is the current Insurance Agency that insures Gary Landehlad (active PGA Professional for Indian Canyon Golf Course). Doug Phares has contacted our agency to inquire about insurance, as he is applying for the position of Golf Professional at Indian Canyon. We have reviewed the requirements and have markets available that can provide the limits of insurance the City of Spokane is requesting of the new Golf Professional Position. We are ready and willing to provide the General Liability and Professional Liability Insurance if the position is awarded to Mr. Doug Phares.

Should Mr. Doug Phares be hired, we will immediately begin working on the insurance you have requested along with the additional coverage he will need for his property and restaurant exposure.

The requirement for Workers Compensation will need to be procured from Washington State Department of Labor and Industries.

If you have any questions regarding this insurance, please do not hesitate to give us a call at (509) 922 2937.

Sincerely,

Patrick McNamara
Account Manager



PO Box 3548, Spokane, WA 99220
1306 N. Post, Spokane, WA 99201
509-922-2937/1-800-733-1786/Fax: 509-922-4103
www.wheatinsurance.com

Addendum #1

DAVID A. CONDON
MAYOR



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

November 11, 2015

ADDENDUM NO. 1

Bid #4195-15 Head Golf Professional/Manager for Indian Canyon Golf Course

Enclosed please find the construction plans for the Indian Canyon Golf Course buildings.

Thea Prince

Purchasing

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

The undersigned acknowledges receipt of this Addendum.

Company

Authorized Signature

Briefing Paper (Urban Experience)

Division & Department:	City Council / Parks
Subject:	Park Rules and Regulations Title 12 Amendments
Date:	09/14/2020
Contact (email & phone):	Giacobbe Byrd; gbyrd@spokanecity.org ; (509) 625-6715
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Garrett Jones
Committee(s) Impacted:	Urban Experience; Public Safety and Community Health
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Safe and Healthy
Deadline:	11/30/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Create safer City Parks by updating park rules and regulations

Background/History:

Three basic issues have caused the Parks Department to review and update the Park Rules:

1. Current park rules are silent with respect to events and other activities that commonly occur in city parks. Some activities are prohibited by law while others, including many events, require a permit. Regularly reported activity suggests that certain laws and rules may not be clear.
2. The Parks Department has a process for events that require park reservations and for those requiring special event permits, yet current park rules provide no mention of those processes.
3. City services are sometimes required to address the cleanup and other impacts of special events. Current park rules lack a framework for cost recovery for cleanup and make no reference to the cost recovery provisions of Chapter 10.39 SMC.

Executive Summary:

To address the aforementioned gaps, the ordinance makes important changes to the Park Rules, as summarized below.

1. Clarifies that the prohibition against the use and distribution of drug paraphernalia applies not only to parks, but also to their adjacent sidewalks and in parked vehicles next to a park. This new rule is consistent with current law and creates no new crime, but it specifies the scope of the restriction as related to public parks, closing an important gap on an illegal activity that has had a staggeringly negative impact on neighborhoods with nearby parks.
2. Adds the non-criminal penalty of park exclusion for violators who distribute drug paraphernalia in a park.
3. Adds a reference to special events that require a permit. Includes cross-references to the Parks Department procedures for special events and to the special event ordinance, Chapter

10.39 SMC, and also cross-references the food vendor permitting process under the Municipal Code (Chapter 10.51 SMC).

4. Acknowledges that events not requiring a special event permit may still require a park reservation. Clarifies that “there is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.”
5. Prohibits driving any motor vehicle in Riverfront Park without express permission from the director of the parks department. Lists certain sorts of motorized vehicles that are exempt.

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☒ No ☐ N/A

Requires change in current operations/policy? ☒ Yes ☐ No ☐ N/A

Specify changes required:

Known challenges/barriers:

ORDINANCE NO. C _____

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.06A.040 SMC is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.

- ~~((1-))~~ 2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.

- ~~((2-))~~ 3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.61.577 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.

- ~~((3-))~~ 4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.

- ~~((4-))~~ 5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane

River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.

5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
3. It is unlawful for any person in or adjacent to a city park, including in parked vehicles or on sidewalks on both sides of the adjacent street, to use drug paraphernalia in violation of RCW 69.50.412 and SMC 10.15A.020. A violation of this section is a misdemeanor.
4. No person shall sell or give, or permit to be sold or given, to any person any drug paraphernalia in any form, including hypodermic syringes, needles and other objects used, intended for use or primarily designed for use in injecting unlawful drugs or controlled substances into the human body, in or adjacent to any park. A violation of this section is a class 1 civil infraction and violators may be subject to exclusion from one or more city parks for one year.

G. Weapons and Projectiles

1. Any person who possesses a dangerous weapon as defined in RCW 9.41.250 is guilty of a gross misdemeanor, except when lawfully carrying firearms consistent with state law.
2. No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Food

1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
 - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and

- b. A valid a mobile food vendor's permit as required by SMC 10.51.010.

I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
2. Regardless of whether an event requires a special event permit, park reservations are required to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

~~((H.))~~ J Other Uses of Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment. A violation of this provision is a misdemeanor.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.
5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.

- ~~((I.))~~ K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

Section 2. That Section 16A.61.577 SMC is amended to read as follows:

Section 16A.61.577 Impoundment of Unauthorized Vehicles on Public Property

A. Definitions

1. "Impound" means to take and hold a vehicle in legal custody. There are two types of impounds—public and private.
 2. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
 3. "Public Property" means any street, road, public highway or other publicly owned property.
 4. "Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:
 - a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113 Immediately
 - b. On a highway and tagged as described in RCW 46.55.085 24 hours
 - c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070 Immediately
 - d. Outside the designated parking areas of a public park, or parked overnight or left for multiple days in the parking lot of a public park.
 - ~~((d-))~~ e. In violation of any of the restrictions subject to vehicle impoundment under Chapter 16A.61 SMC.
- B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in subsections (4)(a) through (4)(c) above, or is in violation of any of the restrictions subject to vehicle impoundment set forth in section (4)(d) above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.
- C. In addition to law enforcement officers, the Director of Developer Services and/or Parking Enforcement, or his or her designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.

D. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Park Rules Update
(Proposed revisions to SMC 12.06A.040)
Briefing Paper/Talking Points
Updated: October 16, 2020

Background

- Three basic issues have caused Parks & Recreation to review and update the park rules.
- Lack of Clarity: Current park rules are silent with respect to events and other activities that commonly occur in city parks. Some activities are prohibited by law while others, including many events, require a permit or reservation. Certain laws and rules would benefit from clearer communication.
- Lack of Coordination and Resource Management: The Parks Division has a process for permitting and/or reserving events occurring in the park, yet current park rules provide no mention of the process. City services are often required to manage the noise, traffic control, litter cleanup, and other impacts of special events.
- Lack of Follow-Thru: Current park rules lack a framework for follow-through between event organizers and Parks, including cost recovery for city services that are sometimes needed to manage activities that have broad or adverse impact, or accountability for those opting not to follow the permit process.
- To address these gaps, the ordinance makes important changes to the park rules, as summarized below.
- These are currently standard practice, but are unenforceable since they aren't part of the rules.

Goals

- Increase communication, coordination and follow-through between the City and organizers of events that take place in parks
- Allow Parks to see proposals of park events ahead of time
- Allow Parks to identify any impacts and additional resources needed
- Allow Parks to communicate any impacts with the neighborhood
- Establish common-sense cleanup guidelines that ensure our parks remain clean and beautiful for all
- Increase accountability of restoring the park/facility back to its existing condition, reducing the burden to other park users, staff, and other event organizers

Permits & Reservations

- There are no new fees associated with this rules update
- Many permits or reservations are no-cost, but are still required for the goals mentioned above
- For events, permits and reservations are currently standard practice
- This proposal in no way limits gatherings in the park, nor does it infringe on free speech or freedom to assemble. It creates no new criminal penalties, nor does it criminalize public gatherings, keeping First and Fourteenth Amendment rights secure.

Overview of Changes

1. Drug paraphernalia: Clarifies that drug paraphernalia may not be used or distributed in a public park (or on sidewalks or in parked vehicles on the street adjacent to the park). This new rule matches current law and creates no new crime, but it clarifies an important restriction on an activity that has had a staggeringly negative impact on neighborhoods with nearby parks. _Restates the law that distributing drug paraphernalia is a class 1 civil infraction, but adds that violators may be subject to exclusion from one or more city parks for one year.

2. Food: Clarifies that food vendors must follow the permitting requirements under the existing framework in the Municipal Code (Chapter 10.51 SMC) unless subject to an exemption as defined by the chapter. Clarifies that distribution of food for >15 people requires a clean-up plan and may be subject to cost recovery.
3. Permits and Reservations: Clarifies that special events must obtain a special event permit, and recognizes current Parks Division procedures for special events as outlined on the Parks website. Provides a process for a non-complying individual or group to be served with written notice of the requirement to obtain a special event permit. Also clarifies when a park reservation is needed for events that don't meet the definition of a special event.
4. Clean-up: Allows the City to require that a special event applicant submit an operational plan that addresses cleanup. This ensures that the event or activity organizer understands their cleanup responsibilities in hosting or sponsoring the event or activity.
5. Cost recovery: Provides a framework for the City to recover costs associated with clean-up or other services required for that activity, including from those who have been served with notice and choose not to obtain permission for their high-impact activities.
6. Exclusion: Adds the penalty of exclusion from the parks for those who choose not to comply with park rules requiring a special event permit.

Next Steps

- Park Board action item in November, a resolution supporting the rules revisions
- City Council would need to adopt the rules revisions, as they are the only body who can modify the Spokane Municipal Code
- One-sheet that overviews step-by-step process for those interested in holding events
- Internal coordination of process to ensure consistency
- Public outreach/education around events in parks

CITY OF SPOKANE PARK BOARD RESOLUTION

A resolution declaring an endorsement by the City of Spokane Park Board for the adoption of a revised Spokane Municipal Code (SMC) 12.06A.040.

WHEREAS, SMC 12.06A.040 was passed May 7, 2018, was found to be incomplete and requiring updating to reflect current park user needs; and,

WHEREAS, SMC 12.06A.040 does not adequately address current challenges and efforts by both Spokane Police Department (SPD), and Parks and Recreation Division; and,

WHEREAS, the Park Board is desirous of improving safety and availability of park facilities for everyone in the community; and,

WHEREAS, a lack of clarity around existing park rules addressing events and other community gatherings has created ambiguity about the types of park usage requiring a permit or reservation; and,

WHEREAS, current park rules make no mention of the process to obtain an event permit or reservation in a city park, including how to request supporting city services often required to manage the impact associated with special events; and,

WHEREAS, current park rules lack a framework for event follow-through between event organizers and Parks, including cost recovery for city services that are sometimes needed to manage events and activities that have broad or adverse impact, or accountability for those opting not to follow the permit process; and,

WHEREAS, language to SMC 12.06A.040 will be revised, allowing park rules to provide community guidance, expectations, and when necessary, enforcement and accountability for special events and reservations; and,

-- Now Therefore, BE IT RESOLVED that the Park Board endorses the revisions to SMC 12.06A.040, provided that revisions to 12.06A.040 are adopted by City Council.

ADOPTED BY THE SPOKANE PARK BOARD: November 12, 2020.

Park Board President

Attest:

City Clerk

Assistant City Attorney

DRAFT

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	11.4.2020		
Requester	Carl Strong	Phone number: 509.363.5415	
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/ext. <input checked="" type="radio"/> Lease <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)	Turf Star Western equipment lease agreement (not to exceed \$100,000 per year on a 5-year lease, tax inclusive).		
Begin/end dates	Begins: 01/01/2021	Ends: 12/31/2025	<input type="checkbox"/> Open ended
Background/history: Lease of grounds equipment such as mowers and implements that are in need of replacement, the highest equipment run time, and most critical to operations. Rate of return for maintenance over equipment downtime warrants replacement.			
Motion wording: Move to approve the Turf Star Western equipment lease agreement (not to exceed \$100,000 per year on a 5-year lease, tax inclusive).			
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: Carl Strong Grant Management Department/Name: _____ <div style="text-align: right;">JLBrown@spokanecity.org</div>			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$100,000.00 Budget code: 1400-54500-76820-53520-99999			
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: 603 608 523 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

Briefing Paper



Committee	Land		
Committee meeting date	Nov. 4, 2020		
Requester	Angel Spell	Phone number: 509.363.5493	
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 checked="" type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2016-1017		
Item title: (Use exact language noted on the agenda)	Friends of the Bluff memorandum of understanding renewal		
Begin/end dates	Begins:	Ends: 12/31/2023	<input type="checkbox"/> Open ended
Background/history:			
<p>This agreement is an update and renewal of the MOU first established between SPRD and Friends of the Bluff in 2016. Friends of the Bluff is a non-profit stewardship and conservation organization. The revisions to the previous agreement are minor in nature and primarily address: 1) language clean-up; 2) inclusion of a map exhibit and description of High Drive Bluff land area; 3) provide operational decision-making authority to the Parks Director or designee rather than by Park Board consent; and 4) establish regular meetings between FoB board members and Parks & Rec staff.</p>			
Motion wording:			
Move to approve the Friends of the Bluff memorandum of understanding renewal			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Friends of the Bluff			
Name: Trevor Finchamp		Email address: tfinchamp@gmail.com	Phone: 509.992.3623
Distribution:			
Parks – Accounting		JLbrown@spokanecity.org	
Parks – Pamela Clarke			
Requester: Angel Spell			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
N/A			
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)	



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPOKANE
AND
THE FRIENDS OF THE BLUFF**

THIS MEMORANDUM OF UNDERSTANDING is made by and between the City of Spokane Parks and Recreation Division, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (the City), and the Friends of the Bluff, a Washington State nonprofit corporation whose address is P.O. Box 3771, Spokane, WA 99223 (FOB).

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

WHEREAS, High Drive Bluff which is a conservation area frequented by trail enthusiasts, a habitat for wildlife and a valuable City resource and which is further described in Exhibit 1 which is attached hereto and incorporated herein; and

WHEREAS, FOB is a community group of volunteers that formed in 2010 to help with the stewardship of High Drive Bluff; and

WHEREAS, FOB wishes to support the City's stewardship of High Drive Bluff and help the City accomplish more than public funding allows; and

WHEREAS, the City wishes to assist and enhance the operation of, and appropriately recognize, FOB; and

WHEREAS, the City wishes to support the fund-raising activities of FOB and promote a positive relationship with its staff and volunteer members; and

WHEREAS, FOB wishes to assure the City that FOB's support of the City's stewardship of High Drive Bluff will be consistent with the City's vision and mission.

NOW, THEREFORE, the parties agree as follows:

Section 1. FOB Representations. FOB represents and acknowledges the following with regard to its operation, creation and purposes:

- A. The mission of FOB is to steward the High Drive Bluff through volunteer efforts, community partnerships, and education. FOB will conserve the area in a natural, sustainable state for multiple users who respect the resource, each other, and wildlife.
- B. FOB will strive to support the City's mission and goals with respect to the management of High Drive Bluff.
- C. FOB will operate as a private legal entity separate from the City.
- D. FOB will use sound fiscal and auditing procedures.
- E. FOB will not interfere with day-to-day Parks and Recreation Division operations.

Section 2. City Representations. City represents and acknowledges the following with regard to its relationship with FOB:

- A. City will support FOB stewardship activities by responding to FOB requests for information in a timely fashion.
- B. City will make itself available for monthly meetings with FOB representatives.
- C. City will provide FOB with advance notice of any City management actions occurring on High Drive Bluff.
- D. City will notify FOB as soon as possible if it develops or becomes aware of any concerns regarding FOB stewardship activities.
- E. City will confer with FOB on issues, transactions, and decisions that impact High Drive Bluff and work collaboratively with FOB to resolve issues related to High Drive Bluff.
- F. City will support FOB's fundraising efforts.

Section 3. FOB Documents – Required Provisions. FOB shall include language substantially similar to the following clauses in its enabling documents:

- A. Articles of Incorporation. In the event of its dissolution, FOB's assets and records will be distributed to the City of Spokane for Parks and Recreation services, provided the City remains a qualified tax exempt organization under relevant federal and

state income tax laws **and provided that** such assets shall only be used to support the stewardship of High Drive Bluff.

Section 4. Insurance. FOB will maintain at its own expense 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 provide that the City, its officers and employees are additional insureds but only with respect to the FOB's services to be provided under this Agreement.

Section 5. Accountability and Stewardship. As the City and FOB want to maintain the highest levels of accountability and stewardship, the City and FOB agree to share information as reasonably requested. FOB will also develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds.

Section 6. Park Board Control of Property – FOB acknowledges that the Park Board has all control and authority over park property and its use, development and care. FOB will not represent itself as having any jurisdiction or authority over any Park property, including the High Drive Bluff area.

Section 7. Urban Forestry – FOB acknowledges that any tree pruning, planting, or removal of City-owned trees will only be done with the approval and guidance of the City's Urban Forester.

Section 8. Park Board Approval of Plans – FOB must generally obtain approval from the Park Board for any maintenance, development or construction on Park property not in conformance with a Park Board-approved plan under Section 9. FOB's volunteer resources will be used for litter and weed control and for minor trail erosion repair. However, any re-routing, decommissioning or adding new trails not included in a Park Board-approved plan under Section 9 must be first approved by **the City**. The Director of Parks and Recreation is authorized to grant approval under this Section unless in his or her sole discretion **he designates a staff person that reports to the Director**.

Section 9. FOB Plans for Property – If FOB develops plans or guidelines for the use, development or maintenance of the High Drive Bluff property, such plans shall be approved by the Director of Parks and Recreation or designee before they are published to the public.

Section 10. Termination. In addition to the method of termination provided for in Section 16, this Memorandum may be terminated by either party by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination.

Section 11. Entire Agreement and Amendment. This Memorandum represents the parties' entire agreement with respect to the matters specified herein. Terms of this Memorandum will be reviewed and modified or renewed every three years.

Section 12. Additional Terms and Conditions. Additional terms and conditions may be found in Exhibit 1 which are attached hereto and incorporated herein by reference.

Section 13. Governing Law. It is understood that this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington.

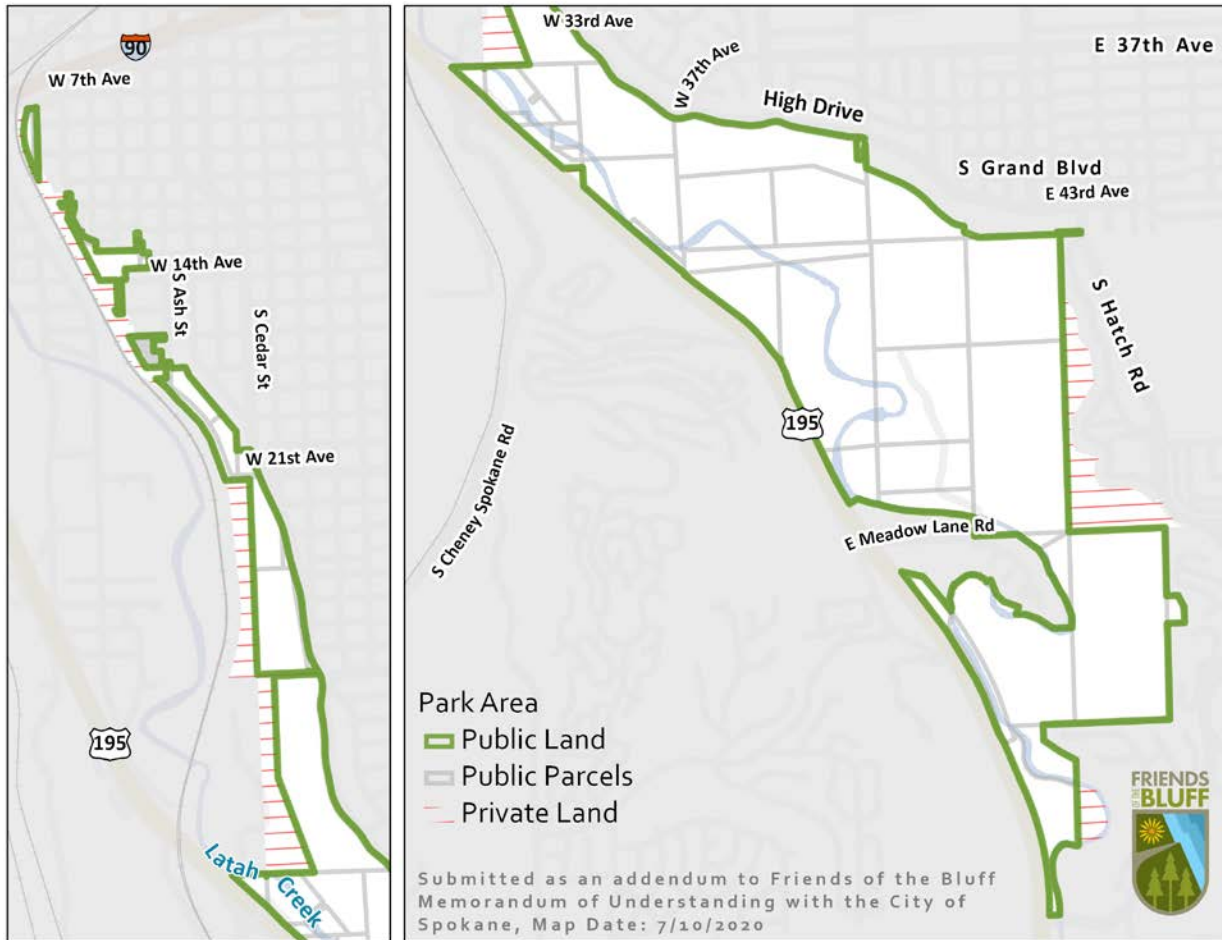
Section 14. Severability. Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 15. Remedies. The sole remedy for noncompliance with or nonperformance of the terms of this Memorandum shall be termination of the agreement.

Section 16. Dispute Resolution. Should any dispute arise out of or related to this Memorandum of Understanding or its performance by the parties hereto, the parties shall meet and attempt to reach a resolution. Should the parties not reach a resolution, this agreement will terminate.

Section 17. Term. This Memorandum shall become effective upon execution by both parties and shall terminate on December 31, 2023, unless terminated as provided in Section 10 or 16, or renewed by mutual consent of both parties.

Exhibit 1 – High Drive Bluff



The High Drive Bluff includes, for the purpose of this Agreement, a vast space. The North to South boundary stretches from W 7th Ave on the North boundary to the bridge at Hatch Road to the South. The Eastern boundary is generally High Drive and residential homes along the hillside. The Western boundary is less specific but can be described as public lands abutting and crossing Latah Creek, as well as public land adjacent to the Burlington Northern Right-of-Way. All told, public land in this area totals approximately 850 acres. There is private land abutting public land described above included in this area as indicated by the red lines on the map (the “Private Land”).

The parties acknowledge, that the Private Land is included in the description of the High Drive Bluff and neither the City nor FOB have any rights or obligations related to it, generally. Likewise, the parties agree that to the extent any portion of the Private Land is considered for any acquisition, control or other matter that involves the City, or there is any action or issue that arises as a result of any portion of the Private Land and involves the City, then that portion of said Private Land should be subject to this MOU as between the parties.

CITY OF SPOKANE PARKS AND RECREATION DIVISION

Garrett Jones, Director of Parks & Recreation

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

THE FRIENDS OF THE BLUFF

By

Date

Trevor Finchamp

Name

President

Title

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Nov 4, 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/ext. <input type="radio"/> Lease <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)	Land Expressions, LLC., construction contract / Manito Park Japanese Garden Pond Restoration project (\$286,843.69, tax inclusive)		
Begin/end dates	Begins: 11/12/2020	Ends: 07/01/2021	<input type="checkbox"/> Open ended
Background/history: The City Parks Division and City Utilities Division have partnered to implement 'park water conservation' projects throughout the park system. The Manito Park Japanese Garden Pond was selected as a part of this water conservation program as the pond continuously requires excessive potable water to maintain clean water conditions suitable for Koi fish. This project installs new pond pumps, a water filtration system, water jets & skimmers, and an automated pond filling system in order to clean and maintain water quality while significantly reducing fresh water consumption. Pond plumbing & electrical components, underground vaults, and water meters will also be brought up to code as a part of the project. Project improvements are designed to reduce pond water consumption by approximately 16-17 million gallons annually. This project is funded entirely by the City Utilities Division.			
Motion wording: Motion to approve Land Expressions, LLC. construction contract for the Manito Park Japanese Garden Pond Restoration Project for \$286,843.69, tax inclusive.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Dave Nelson Email address: dnelson@landexpressions.com Phone: 509.466.6683			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke nhamad@spokanecity.org Requester: Nick Hamad Tprince@spokanecity.org Grant Management Department/Name: Dgreenland@spokanecity.org			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: \$286,843.69, tax inclusive			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



**City of Spokane Parks
And Recreation Department**

PUBLIC WORKS CONTRACT

**Title: MANITO PARK JAPANESE
GARDEN POND RESTORATION**

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 **LAND EXPRESSIONS, LLC**, whose address is 5615 East Day Mount Spokane Road, Mead Washington, 99021 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. TERM OF CONTRACT.

This Contract shall begin on November 12, 2020 and ends on July 1, 2021 unless amended by written agreement or terminated earlier under the provisions.

2. PERFORMANCE/SCOPE OF WORK.

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 MANITO PARK JAPANESE GARDEN POND RESTORATION, selected via PW ITB #5333-20.

3. CONTRACT DOCUMENTS.

The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Scope of Work (Exhibit B). 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.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED FORTY-THREE AND 69/100 DOLLARS (\$286,843.69)**, including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Blvd., 5th 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 Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

5. 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). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the City of Spokane Parks and Recreation Department, and are incorporated into this Contract by reference, as if they were set forth at length.

6. 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.

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

8. STATE PREVAILING 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.

9. 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.

10. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor'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 Contract shall be included in the project budgets.

11. 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 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.

12. 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 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, 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.

13. 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.

14. 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.

15. 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.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. 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).

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor 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 Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor 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 Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

19. TERMINATION.

Either party may terminate this Contract, 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 Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. 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 Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

22. 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.

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/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 City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, 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.
- C. This Contract 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 Contract 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 of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor 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 Contractor. 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.

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

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 by having legally-binding representatives affix their signatures below.

LAND EXPRESSIONS, LLC,

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond

Performance Bond

Exhibit A – Certification Regarding Debarment

Exhibit B – Scope of Work

20-181

PAYMENT BOND

We, **LAND EXPRESSIONS, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED FORTY THREE AND 69/100 DOLLARS (\$286,843.69)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **MANITO PARK JAPANESE GARDEN POND RESTORATION**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

SIGNED AND SEALED on _____.

LAND EXPRESSIONS, LLC,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **LAND EXPRESSIONS, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED FORTY THREE AND 69/100 DOLLARS (\$286,843.69)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MANITO PARK JAPANESE GARDEN POND RESTORATION**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

SIGNED AND SEALED on _____

**LAND EXPRESSIONS, LLC,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

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.

<u>Land Expressions, LLC.</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Manito Park Japanese Garden Pond Restoration</u> Program Title (Type or Print)
 _____ Name of Certifying Official (Type or Print) _____ Title of Certifying Official (Type or Print)	 _____ Signature _____ Date (Type or Print)

EXHIBIT B

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	Nov. 9, 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 #)	LGL 2011-0031 Cross ref: OPR 2020-0696		
Item title: (Use exact language noted on the agenda)	Name Proposal for US Pavilion Elevated Experience		
Begin/end dates	Begins:	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Contract between Garco Construction and Spokane Parks Foundation was approved unanimously by Spokane Park Board Aug. 13, 2020. The contract accepted Garco's gift (\$130,000 value) and agreed to rename the elevated experience at the US Pavilion in recognition of Garco's gift. As part of the contract approval, staff was directed by Park Board to seek confirmation on the language and design of the proposed sign.			
Motion wording: Approve naming the Elevated Experience to Garco Terrace and accept the design of recognition signage			
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 type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ None			
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>			

Elevated Experience Re-Naming Brief

Background:

Contract between Garco Construction and Spokane Parks Foundation was approved unanimously by Park Board on August 13. The contract accepted Garco's gift and renamed the elevated experience at the US Pavilion after Garco. As part of the contract approval, staff was directed to seek confirmation from the Park Board on the sign language and design at a later date.

Gift value and Description:

\$130,000 Value. In kind materials and labor included widening and adding egress paths, as well as adding a fire hose standpipe that will eliminate the need for a fire lane through the amphitheater. Site improvements expanded capacity of Pavilion to 5,100 persons which improved the facilities ability to host events and generate revenue.

Contract requirements:

In recognition for Garco's in-kind services, the City agreed to name the area currently knows as elevated experience in the US Pavilion after Garco Construction.

Recommend Name Change:

Clancy Welsh, President of Garco Construction, with the endorsement of park staff recommends renaming the "elevated experience" to "Garco Terrace".

Sign Description:

The proposed sign (see below) is a 3ft-by-3ft sign sandblasted relief on the north and south facing sides of the primary column of the Garco Terrace. It includes Garco's branded logo followed the words Garco Terrace. Riverfront's branded pattern is placed at the bottom of the sign.

The word "Terrace" in the sign conforms to Riverfronts's sign standards. It is set on all capital letters in a cresta black font. Additionally, the included riverfront branded pattern is another attribute of the park's sign standard.

The subtle design of the sign is intended to prominently recognize Garco's contribution while being respectful to design of the Pavilion amphitheater.

Staff does not believe the recognition on the Garco Terrace will impact any future naming rights or signage for the US Pavilion. Additionally, the sign conforms to branding standards of both organizations.

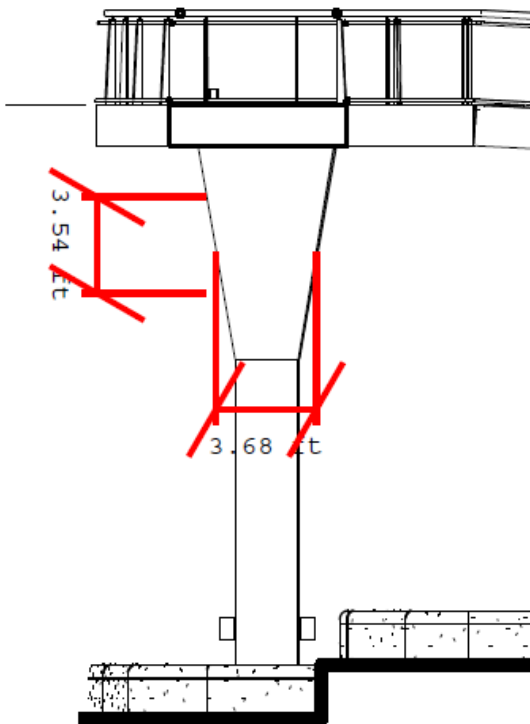
Cost:

The approximate cost of the sign will be \$1700 for sandblasting and \$1000/day for the cost of a lift. Total estimated cost is \$2700-\$3700 plus tax. Cost of the sign is the responsibility of the City and will be paid for with unrestricted campaign fund through the Parks Foundation.

Timeline:

Due weather conditions, the sandblasting of the sign may have to be postponed until March or April. Garco Construction has been notified of this contingency.

Proposed Garco Terrace Sign Rendering:



Note: Rendering shows proposed sign sandblasted onto north facing side of main column. The south side of the column would also include the name.

From: [djdutt](#)
To: [Clarke, Pamela](#)
Subject: RE: Park Board meeting - Access code update (146 656 3453)
Date: Thursday, October 08, 2020 5:15:54 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

We listened to the information presented at today's meeting. We noted that there was no reference to the visual impact to those homes on Thurston...only the 3 other surrounding streets were talked about. Also there was no mention of potential safety concerns for students at Hamblen. These 2 issues need to be addressed in the near future. Thank you.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Clarke, Pamela" <pclarke@spokanecity.org>
Date: 10/8/20 8:48 AM (GMT-08:00)
To:
Cc: "Clarke, Pamela" <pclarke@spokanecity.org>
Subject: Park Board meeting - Access code update (146 656 3453)

Good morning,

In my last email to you I believe I invited you to attend today's Park Board meeting. There will be a presentation by Engineering Services and a discussion relating to the proposed water tower on the South Hill. We also invite you to provide public input, if you would like.

The access code to join the WebEx virtual meeting has changed and I wanted you to be aware. You may join the meeting by calling 408-418-9388 and input access code **146 656 3453** when prompted.

Please let me know if you have any questions.

Best regards.

From: [JUDY](#)
To: [Clarke, Pamela](#)
Subject: Re: Park Board meeting minutes - Oct. 8 - REVISED
Date: Monday, October 12, 2020 7:03:22 PM
Attachments: [image004.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Pamela,

Thank you very much for the Park Board meeting minutes.

I read them thoroughly. I understand that a survey re: the High Tower at Hamblen Park is available and will be kept open for another week. Can you please tell me how to find this survey? I looked through the City of Spokane website in both Parks Dept and Engineering Dept areas and cannot find it.

It is so offensive to think that with all the other places that have been considered they have settled on forever changing this ONE park within a VERY large area of the South Hill. Especially because it is such a unique park, unlike any other. It will certainly be unique if they put a water tower there but not in a good way. I can see that it is likely a foregone conclusion that this is going to happen which is very upsetting. It is so disappointing that the City of Spokane is not appearing to be willing to consider another location, particularly when the original proposed site is so close, is in a much larger area of available space and would not impact an iconic park in that so many people enjoy - it will never be the same once this water tower is installed. I certainly appreciate the need for the tower - we do need it.. but not in Hamblen Park.

Please help me find this survey - it is probably a lost cause to give input but I really want to anyway.

Thank you again,

Judy Hunt

From: Clarke, Pamela <pclarke@spokanecity.org>
Sent: Monday, October 12, 2020 4:31 PM
Cc: Clarke, Pamela <pclarke@spokanecity.org>
Subject: FW: Park Board meeting minutes - Oct. 8 - REVISED

Good afternoon,

Please click [HERE](#) to view the [revised](#) Oct. 8 Park Board meeting minutes and supporting documents. This revised meeting packet includes the water tower presentation presented by Engineering Services.

Thank you.



Pamela Clarke | Clerk IV | City of Spokane Parks & Recreation |
Desk: 509.625.6241 | Cell: 509.319.0842 | SpokaneParks.org

From: [Sandy Altshuler](#)
To: [Clarke, Pamela](#); [Engineering Services High System Tank](#)
Subject: Opposition to water tower in Hamblen Park
Date: Saturday, October 17, 2020 11:58:13 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Sandra J. Altshuler, Ph.D., L.I.C.S.W.
4119 S. Martin St.
Spokane WA 99203
509 570 2140
sandyaltshuler@gmail.com

October 17, 2020

City of Spokane Park Board

Re: Opposition to the high water tower in Hamblen Park

Dear Members of the City of Spokane Park Board:

I am writing to you to express my deepest opposition to your plans to erect a high water tower in the heart of my beautiful “backyard” area in Hamblen Park. I have taken your survey and read the reports “justifying” the reason for placing the water tower there. I feel that the report completely ignores the reality for our neighborhood—Hamblen Park is a unique, fairly untouched piece of nature within the urban city. It is a peaceful, quiet and beautiful retreat that is fully accessible to any who want to use it. We do not need the development ala Manito Park or Ben Burr Park; we in this neighborhood are very happy with our park just as it is. Erecting the water tower within such peaceful beauty will completely destroy that peace. Natural park land that is so easily accessible to our neighborhood is absolutely invaluable and irreplaceable. Please do not destroy our native trees, plants, and peace.

In reviewing the alternate locations, I see the ideal location to be the one immediately adjacent to the already existing water tower. There is already a high water tower there; why not build a 2nd one right next to it? You would not be destroying any beautiful piece of urban nature by doing so.

Keep in mind that the City Parks founders recognized the integral need for protected pockets of nature within the urban city. Park land within our urban setting was created for so many reasons, but NOT for infrastructure and utilities development. How can you not be aware of this? Please step up and take responsibility for your job as stewards of protected park land, and not destroyers of such trust.

Thank you for your consideration.

--

Sandra Altshuler, Ph.D., L.I.C.S.W.
Mother extraordinaire (sometimes)

From: [Heather Stewner](#)
To: [Clarke, Pamela](#)
Subject: Re: Hamblen Park
Date: Monday, October 19, 2020 12:26:43 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please distribute to all park board members. Thank you

[Sent from Heather's iPad](#)

On Monday, October 19, 2020, 12:16 PM, Heather Stewner <heather.stewner3@yahoo.com> wrote:

As you know our neighborhood park is now in question of being invaded with a water tower. I have been around for a while semi active when issues have come up that have troubled me.

This water tank is now bothering me. It has been handled with the soul intent of putting it there no matter what. I feel it is being pushed down our throats in a rushed fashion.

My friend just happened to be looking at Southgate neighborhood meeting minutes. Noticed proposal for water tank in Hamblen. When Lincoln heights neighbors got wind we went to the meeting. It's a PARK In turn the project the Engineering dept that thought it was just going to push through began to change. The first meeting saying the parks department has no objection, REALLY! I've heard all the speeches from head engineer with each presentation fine tuned to make sure all the criteria were met by Hamblen park. Only Hamblen Park. I took to the neighborhood and spoke with people (during the worst air quality in history, along with the pandemic) I found out a lot of how my neighbors think of our city. It's not good. Of course it's a pandemic and our lives have changed people are fed up with having to go to zoom meetings , phone calls etc. They told me they were disgusted with how the city does what they want and it's a done deal. This broke my heart as I did need to fight for our park! One of the spaces I use daily to find solace in my life. Never thinking it would ever be in jeopardy. The family that donated this space to the parks department had some forethought, thank goodness. So here we are needing to save our Park. I don't like that the city engineer downplays the tank being there. I have been to all the presentations him telling us that you can still walk, have a good time in the park. It changes nothing. What GRANDEUR! The other aspect of his talk is how he has money to give to beautify Hamblen or other parks.

REALLY. When he said to the parks Department , he did get to speak after all comments , that there would be substantial money given to them for allowing the tank to go in. That outraged me. It comes down to money talks bullshit walks? Using our taxpayer

money to pay the Parks Department to vote to put the tank there! He felt GOOD saying this! I started feeling like all the people I talked with who told me it's a done deal why bother the city is going to do what they want.

Personally this deal has no transparency from city buying another plot of land, please take the time to read proposal from 2017, telling us this was the best spot to years later all of a sudden Hamblen park is now the chosen site. Something does not add up. Add more money to the project and put it in another location, it's just money. Land once it's dug up for pipes, structure etc. the frailty of nature, all wild flowers which I have grown to love over the 12 years of spending time in Hamblen Park will be destroyed. Never to return because that is nature with out the long arm of man interfering. We need space for children and families to learn what untouched land is like. Not another groomed, watered green space.

I was proud of the people that called in at the parks department monthly meeting. We didn't get to see each other, too bad, cause there is power in numbers. We had no idea how many attended, unless they spoke. Meeting in person has so much more weight behind it. Seeing people face to face and hearing them talk. They did take time out of their day to attend. I wish they all would have spoke even if it was a NO I don't want it in the park and yes one woman wanted it. Good for her speaking up!

SAVE OUR PARK AS IT IS. It's needed more than ever.

UNTOUCHED

Heather Stewner

[Sent from Heather's iPad](#)

From: [Sherri Stockman](#)
To: [Clarke, Pamela](#)
Subject: Hamblen Park
Date: Thursday, October 29, 2020 12:30:51 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I am writing to tell you I strongly oppose the water tower being placed in Hamblen Park. The water tower would make the park virtually useless, and the park is not there for development by city utilities. Please reject this location.

- The impact of a water tower on Hamblen Park is being minimized by City Engineering Services. The city's map of Hamblen Park (<https://static.spokanecity.org/documents/parks/park-maps/hamblen-park.pdf>), shows it is 6.71 acres, not 9 acres as stated by the City Engineer. So actually, the 2 acres needed for construction comprises nearly 30 percent of the park. In addition, the construction will require the removal of mature ponderosa pine, and additional land and trees dug up to install transmission lines. Furthermore, to say the tower impacts a small percentage of the park is grossly misleading as impacts go far beyond the footprint of the tower.
- My opposition is not about a tower in my backyard. I oppose a water tower in Hamblen Park because this is park land, not vacant city property waiting to be ceded to City Utilities for infrastructure development. Not just park land, either; conservation land.

Sherri Stockman
Thurston Avenue

Sherri

From: [Jan Oliver](#)
To: [Clarke, Pamela](#)
Subject: wildlife in the park
Date: Thursday, October 29, 2020 5:02:25 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

My daughter just filmed a Downy Woodpecker in Hamblen park today. Here is a description of their habitat. Please give this to other members of park board to think about.

HABITAT FOR DOWNY WOODPECKER.

Open woodlands, particularly deciduous woods and along streams. Also found in created habitats including orchards, parks, and suburbs. You may also find Downy Woodpeckers in open areas, where they can nest along fencerows and feed amid tall weeds.--

Bada boom!

With Calmpassion,
[jan](#)

Nov. 3, 2020

Dear Spokane Park Board, Spokane Public Works, and Spokane City Council,

Living one block from Hamblen Park, I'd like to comment on several facets of City Utilities' proposal to install a hundred foot water tower in our park.

First, the Park Board can treat it as inimical to Spokane's park system: as conservation land (according to the Park Board's own web site), a concrete tower disturbs not only natural habitat but human use. To take 1/3 of Hamblen Park's 6.71 acres reduces not just acreage but views, vision, and trust. What park will next be reduced by one third?

Second, the Park Board by charter operates separately from City Departments. Prior Park Boards have nixed a Fire Station on so-called "vacant" land just north of the Japanese Garden and a "shuttle bus only" consultant recommendation at Manito Park. The Park Board's paramount duty is to maintain the integrity of Spokane's parks with a goal of every resident having a park accessible on foot within two miles of their residence.

Third, City Utilities' timing lacks wisdom. They've known for ten years they needed a booster tower. Several years ago Utilities purchased a rocky site at 31st and Napa adjacent to the Garden District now being developed between Napa and Crestline, north of 34th and south of 29th. All the neighborhood knew it was a rocky perch up a steep slope. Why didn't Utilities do their due diligence? Have they done it now?

Fourth, the Hamblen Park proposal came full blown in late summer through the back door. The pandemic prevented the Lincoln Heights Neighborhood Council from discussing it as a body.

Fifth, if Utilities has money for so-called "improvements" in Hamblen Park OR other parks in exchange for using the Hamblen Park site, why not spend it on a taller tower located in a non-park site?

With regard to the survey several points need to be made:

A Respondents did not know that comments would not be published. Respondents had to choose between a YES/NO answer or a comment. All those 'skips' represent unpublished comments.

B Errors in mapping include showing Fatima as being on Napa rather Perry, and including sites that are not available as being in the mix (Fatima playing field, 32nd and SE Blvd, Garden Springs Tower area).

Please ask City Utilities to check their elevation and expense numbers for various other sites. Protect our park in honor of Laurence Hamblen, former Park Board President, 1930-1956. Keep our local park natural. Thank-you!

Yours truly,

Carol Ellis

2015 E. 36th

Spokane, WA 99203

From: [Yan Densmore](#)
To: [Simmons, Scott M.](#); [Jones, Garrett](#); [Mayor](#); [Kinnear, Lori](#); [Clarke, Pamela](#)
Subject: Preserve Hamblen Park
Date: Friday, November 06, 2020 3:04:29 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,

I'm a Spokane resident in the Hamblen Park neighborhood and I'm writing to let you know I oppose the construction of a water tower in Hamblen Park. I've contacted some of you before, but would like to take this opportunity before the next Park Board meeting to again state why I and many neighbors oppose the construction of a water tower in Hamblen Park and questions we would like answered.

- Hamblen Park is conservation land. The construction of a water tower (or any utilities) is incompatible with Hamblen's conservation status.
- With the addition of 240+ residents at the Greenstone development on 31st and Napa, Hamblen Park will be needed and used by even more people in the neighborhood. The 31st and Napa development has cleared a natural area that was previously used by many in the neighborhood. The loss of that area makes it even more critical to maintain Hamblen Park.
- The survey published by the city was overwhelmingly opposed to a water tower in Hamblen Park regardless of potential upgrades to Hamblen or other city parks. How are you considering the results of the Survey in this decision?
- The City Engineer led his presentation at the October 8 Park Board meeting by stating that the proposal "brings a substantial amount of money to the table." The sale of park land requires a public vote. What is Public Works offering to buy? With the limited park and natural area in the neighborhood we shouldn't destroy the park because it is more cost efficient for utilities or can upgrade a park in a future neighborhood. We need to maintain the space we have now for our current residents.
- The impact of a water tower on Hamblen Park is being minimized by City Engineering Services. The city's map of Hamblen Park (<https://static.spokanecity.org/documents/parks/park-maps/hamblen-park.pdf>), shows it is 6.71 acres, not 9 acres as stated by the City Engineer. So actually, the 2 acres needed for construction comprises nearly 30 percent of the park. In addition, the construction will require the removal of mature ponderosa pine, and additional land and trees dug up to install transmission lines. The city cited "rock hammering" as a reason for the 31st and napa site being no longer viable. Hamblen park is full of basalt and rock hammering will certainly be required to trench in a water main. Furthermore, to say the tower impacts a small percentage of the park is grossly misleading as impacts go far beyond the footprint of the tower.
- My opposition is not about a tower in my backyard. I oppose a water tower

in Hamblen Park because this is park and conservation land, not vacant city property waiting to be ceded to City Utilities for infrastructure development.

- The utilities presentation cited 18000 customers above 14th ave. that will be served by the new water tower. Since the water towers' approval in 2012 how many of those 18000 customers' homes or businesses have been built East of Regal or South of Thurston Ave? Assuredly the multi family and Commercial development drives the fire water demand contributing to the need for this water tower. I understand you can't please everyone with an additional water tower but the cost should not be borne by the existing park and neighborhood. The new development and neighborhoods should bear the cost, whether monetary or land for a new water tower and associated infrastructure.
- Additional engineering can design a water tower outside the high pressure zone that meets the requirements for fire flow. New developments can afford to add Fire Pumps to their buildings in order to make them compliant with the fire code regardless of water pressure provided by the system.

I urge the Park Board to exercise its authority in managing, protecting, and preserving park land for the citizens of Spokane, and to deny the construction of this water tower in Hamblen Park.

Thanks,

Yan Densmore

Forwarded Message -----

From: Henry Reimann <mhreimann@q.com>

To: smsimmons@spokanecity.org

Cc: Carol Tomsic <carol_tomsic@yahoo.com>

Sent: Sun, 01 Nov 2020 18:16:44 -0500 (EST)

Subject: Let's get this water tank properly placed!

Attention: Committee Members

We do not know what the requirements are for situating a new water, but

WHAT WE DO KNOW FOLLOWS:

- We are opposed to any Water Tank in Hamblen Park ***We just learned that Hamblen Park is conservation land. The construction of a water tower (or any utilities) is incompatible with Hamblen's conservation status.

- ***We have great concern about any group which would try to add anything commercial encroaching on park land, especially in regard to Hamblen Park which

- conservation land, and ESPECIALLY in exchange for money. Money can't buy everything, especially not the peace and solitude on open nature.

- ***The sale of park land requires a public vote.

- ***The impact of a water tower on Hamblen Park is being minimized by City engineering Services, by describing it as 6.71 acres) less than that 9 acres reported

by the City Engineer. (<https://static.spokanecity.org/documents/parks/park-maps/hamblen-park.pdf>), which would take nearly 1/3 of Hamblen Park. . .

AND the water tank construction would need to remove mature ponderosa Pine and other land and trees to be dug for the installation of transmission lines.

The footprint of the tower is by NO MEANS the totality of the IMPACT of the INTRUSION of such a UN-NATURAL THING in a place of Peaceful nature.

***For all of the above reasons and all of the ones we'd written about before (see below), we urge the Park Board to exercise its authority in managing, protecting

and preserving park land for us the citizens of Spokane.

***We, therefore, ask you to DENY THE CONSTRUCTION OF ANY WATER TOWER IN HAMBLLEN PARK!

Other reasons follow here below:

The park serves children and families from all around the neighborhood and beyond.

A friend drove all the way from the West Plains to walk with me there in the early days of the pandemic. The salsify was in full bloom, and we both couldn't believe just how beautiful it was to walk through and criss cross all the various paths, which clearly show regular use.

The proposed Water Tower would NEGATIVELY affect the whole environment for everyone.

Concerns: Destruction of natural habitat well established for the 40+ years we've been here

a possible covenant on the park's donation but, according to the parks department,

there are no codes, covenants or restrictions associated the with Hamblen Park property deed

that would prohibit the construction of a water tower.

EVEN SO, a donation however many years ago certainly did not/could not take into account

the possibility of a future water tower bedbug built there, nor its drawbacks:

***years of natural area greatly reduced

***reduction of and lack of continuity to the existing space.

***introduction of cell phone towers, which many believe send out harmful radio waves

***notable reduction to the serenity and solitude (aesthetics) of the park

***no matter what the city would erect, there would be graffiti, and then a need to paint it over

***in addition to the graffiti, there certainly could be other vandalism brought in due to a reported

lack of fence, and how high and ugly would such a fence have to be, IF

***not to mention some kind of vehicle access to get to the water tower, cutting out more area and facilitating more vehicles or more fences.

***there is simply NOTHING that the City Park Department could do do offset the loss of ALL of the above.

When we moved in to our house in Dec. 1977, we inherited a water tower directly across the street. Many changes have occurred there, but it was and is city property designated especially for and only for the water tower. And YES, the cell phone towers have invaded, but there is no other real change, except a small city brick building.

Aesthetically, it has remained the same for almost 43 years. Oh, and there's one more thing: the water tower across the street from our house is on higher ground than the surrounding area. Hamblen Park is essentially FLAT.

Thank you in advance for seriously considering the above reasons for NOT constructing a water tower at Hamblen Park,

Marilyn and Henry Reimann

From: [Merri Hartse](#)
To: [Clarke, Pamela](#)
Cc: [Simmons, Scott M.](#); [Jones, Garrett](#); [Beggs, Breean](#); [Wilkerson, Betsy](#); [Kinnear, Lori](#); [Carol Tomsic](#); [Mayor](#)
Subject: No Water Tower in Hamblen Park
Date: Friday, November 06, 2020 2:35:26 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Pamela,

Thank you in advance for including my letter (follows) in the November 12 Park Board packet. --
Merri

Dear Park Board Members,

I oppose construction of a water tower in Hamblen Park.

Hamblen Park is conservation land. A 100-foot concrete tower, topped with blinking red lights and cell phone antennae, is incompatible with Hamblen's conservation status, and greatly diminishes its value to the hundreds of residents who walk to this park and enjoy the sanctity of nature.

No mitigations or enhancements can possibly restore the sanctuary of Hamblen Park, replace the mature Ponderosa pine, serviceberry, arrowleaf balsam root, and other native plants and wildflowers which will be obliterated, if this tower is permitted to be constructed in the park. The City Engineer grossly minimizes the deleterious impact on the park. He states Hamblen Park is 9 acres, while the Park's website shows it at 6.71 acres (<https://static.spokanecity.org/documents/parks/park-maps/hamblen-park.pdf>). If one to two acres are required for construction that means potentially 30 percent of this park is forever altered. Even if the ultimate footprint of the tower is a seemingly small percentage of Hamblen Park, its massive concrete presence and the permanent alterations (removal of trees and other native plants, digging for transmission lines, massive equipment in the park) caused by construction negatively impacts citizen use and enjoyment. It's insulting to hear the City Engineer sell the proposal to the Park Board by stating "we impact more people less" by locating this tower in Hamblen Park.

The City Engineer led his presentation at the October 8 Park Board meeting by stating that the proposal will "bring a substantial amount of money to the table." I am deeply disturbed that another entity can encroach on park land, especially conservation land, in exchange for money. The Spokane Charter dictates that sale of park land requires a public vote:

Neither the park board nor the city council shall have the power to sell or exchange any existing park or portion thereof without the prior approval of the electorate given by a majority vote at the next ensuing general municipal election or special municipal election, as the case may be. (Spokane Charter, Article V, Section 48, <https://my.spokanecity.org/opendata/charter/article-05/#Section48>)

I have attended three of the City Engineer's presentations as to why Utilities must locate this tank in our beautiful neighborhood park. He presents as though the decision to build in Hamblen Park is the only logical conclusion, and makes vague references that we, the citizens, will bear unimaginable costs if Utilities is not granted its wish. Please bear in mind that the City Engineer made a very similar pitch in 2019 when testifying before the Hearing Examiner to secure a conditional use permit and variance to construct the water tower on city purchased land at 32nd & Napa. In a 19-page Findings, Conclusions and Decision (File No. Z19-001CUP3 - <https://static.spokanecity.org/documents/hearingexaminer/decisions/2019/32-ave-water-tower-z19-001cup3-decision.pdf>), the hearing examiner concluded this 2.03 acre site was "an ideal site to situate a reservoir." **(Note that this legal document lists the site at 2.03 acres, and Dan Buller stated it was "barely an acre" in his October 8 presentation).** The hearing examiner cited testimony of D. Buller that "because the proposal is for a water tower, the area of relatively high elevation and solid rock actually provide an ideal platform for the proposed use." Now Engineering

Services has moved away from this site expressing difficulties in construction, which they seemed to learn only after a two year process of money and time spent in purchasing the land, investigating, measuring, making determinations, and ultimately testifying that it was "ideal." What Mr. Buller deemed "ideal," what he so strongly advocated for, then, he now applies to Hamblen Park. Hamblen Park was not the chosen or "ideal" site then and it is far from "ideal" now. With the right focus, I'm sure an equally persuasive case can find one of the other sites identified in the engineer's report as "ideal."

My opposition is not about location of a water tower in my backyard. I oppose a water tower in Hamblen Park because this is park land, not vacant city property waiting to be ceded to City Utilities for infrastructure development. And not just park land, either; conservation land.

In conclusion, I urge the Park Board, to exercise your independent authority and protect this small residential park, so vital to the mental and physical well-being of hundreds of residents, from the construction of a 2-million-gallon water tank. Do not allow this proposed encroachment on park land by City Utilities.

Sincerely,

Merri Hartse

2020 E. 36th Ave.

From: [Rolf Goetzinger](#)
To: [Clarke, Pamela](#)
Subject: Re: South Hill water tower project update
Date: Sunday, November 08, 2020 3:25:48 PM
Attachments: [image003.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Pam,

Thanks for the update. I have also been in touch with Diane Birginal from the neighborhood committee and showed her some options to beautify the tank.

If engineering can change the design from a pedestal tank to a standpipe, that would be a much better suited for a foliage mural. Personally, I think the tank can blend in well to Hamblen Park.

All best,
Rolf

On Sun, Nov 8, 2020 at 8:22 AM Clarke, Pamela <pclarke@spokanecity.org> wrote:

Good morning,

Initially we thought there would be a presentation/update from Engineering Services staff at the Nov. 12 Park Board meeting. It appears that update will be made at the Dec. 10 Park Board meeting. Their staff has determined it would be best to take additional time to gather data regarding the project.

We'll be sure and keep you apprised of any additional information.

Thank you and I hope you enjoy your day.



Pamela Clarke | Clerk IV | City of Spokane Parks & Recreation |

Desk: 509.625.6241 | Cell: 509.319.0842 | SpokaneParks.org

--

Rolf Goetzinger

Artist

509-891-0627

Email: rolfgoetzinger@gmail.com

Web: www.artistbrothers.com

From: [JUDY](#)
To: [Clarke, Pamela](#)
Subject: Re: South Hill water tower project update
Date: Sunday, November 08, 2020 10:18:59 AM
Attachments: [image003.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Thank you for the update... We really appreciate it..

Watching the destruction/construction prep of the previously "no mans land" area between 34th and 29th is making us even more sad as the reality of why this tower is needed is in clear view (although I'm sure it was "needed" anyway) ... how few natural places we will have soon.

Spokane is so changed.. but that's life.

Take care Pamela,

Thanks again,

Judy Hunt & John Houston

From: Clarke, Pamela <pclarke@spokanecity.org>
Sent: Sunday, November 8, 2020 8:22 AM
Cc: Clarke, Pamela <pclarke@spokanecity.org>
Subject: South Hill water tower project update

Good morning,

Initially we thought there would be a presentation/update from Engineering Services staff at the Nov. 12 Park Board meeting. It appears that update will be made at the Dec. 10 Park Board meeting. Their staff has determined it would be best to take additional time to gather data regarding the project.

We'll be sure and keep you apprised of any additional information.

Thank you and I hope you enjoy your day.



Pamela Clarke | Clerk IV | City of Spokane Parks & Recreation |
Desk: 509.625.6241 | Cell: 509.319.0842 | SpokaneParks.org

From: Ben Randell <randellben@gmail.com>
Sent: Wednesday, November 04, 2020 7:33 AM
To: Jones, Garrett <gjones@spokanecity.org>
Subject: Presereve Hamblen Park (I oppose the water tower)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Garrett Jones,

I am opposed to the construction of a water tower in Hamblen Park. Hamblen Park is conservation land. The construction of a water tower (or any utilities) is incompatible with Hamblen's conservation status. It is very disturbing to hear the City Engineer try and trade Conservation land for money. There should be a public vote at a minimum. It seems very short-sighted to put a massive water tower in the middle of a beautiful park. It is very frustrating that our city put this forward as the best option.

The impact of a water tower on Hamblen Park is being minimized by City Engineering Services. The city's map of Hamblen Park

(<https://static.spokanecity.org/documents/parks/park-maps/hamblen-park.pdf>), shows it is 6.71 acres, not 9 acres as stated by the City Engineer. So actually, the 2 acres needed for construction comprises nearly 30 percent of the park. In addition, the construction will require the removal of mature ponderosa pine, and additional land and trees dug up to install transmission lines. Furthermore, to say the tower impacts a small percentage of the park is grossly misleading as impacts go far beyond the footprint of the tower.

I oppose a water tower in Hamblen Park because this is park land, not vacant city property waiting to be ceded to City Utilities for infrastructure development. Not just park land, either; conservation land.

I urge the Park Board to exercise its authority in managing, protecting, and preserving park land for the citizens of Spokane, and to deny the construction of this water tower in Hamblen Park.

Sincerely,
Ben Randell

From: [Rolf Goetzinger](#)
To: [Simmons, Scott M.](#); [Twohig, Kyle](#); [Jones, Garrett](#); [Mayor](#); [Clarke, Pamela](#); [Kinnear, Lori](#); [Wilkerson, Betsy](#); [Beggs, Breean](#)
Subject: Hamblen Park Tower
Date: Tuesday, November 10, 2020 11:05:12 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

All,

I am OK with the tower in Hamblen Park. All citizens, not just those of us who are in the neighborhood, benefit from water use and maintaining costs. I have created murals for water towers around the country, many which are in parks, and from my experience, have reached a happy medium between neighbors and the PUD.

Ironically, some of the people who walk their dogs there also do not clean up after them so I guess it makes their point a bit mute.

I don't quite agree with the neighborhood committee telling people what points to write in opposition without presenting the actual facts.

Thank you for your hard work in listening to all.

Respectfully,
Rolf

Rolf Goetzinger

Artist

509-891-0627

Email: rolfgoetzinger@gmail.com

Web: www.artistbrothers.com

From: [PETER BRIGGS](#)
To: [Spokane Parks and Recreation](#)
Subject: Water Tank Project
Date: Tuesday, November 10, 2020 4:49:00 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I am in favor of the Water Tank Project being located at the Hamblen Park location. Locating the tower on the ridge south of 30th avenue would not only have a devastating effect on the property values but all properties planned for the development from 31st north.

As I understand the project at Hamblen would be in the range of a million dollars less which makes it logical to build it at the Hamblen site.

As a tax payer I would think it would be the right choice.

From: [Frank and Jan Trummel](#)
To: [Spokane Parks and Recreation](#)
Subject: comment on water tower site
Date: Tuesday, November 10, 2020 4:22:40 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

We are in favor of the Hamblen Park site for the new water tower. To us it seems to be the most logical place to build it especially if it saves taxpayer money. It would also be nice to do some landscaping improvements around the tower site to make it more inviting when walking through the park.

Thank you, Frank & Jan Trummel

From: [Debbie Walker](#)
To: [Spokane Parks and Recreation](#)
Subject: Location of new water tank on South Hill
Date: Tuesday, November 10, 2020 2:31:22 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Members of the Park Board -

I am writing in favor of the Hamblen Park location for the new South Hill water tank. A lot of time and thought have gone into all the possible locations and it is clear that Hamblen Park meets all the criteria for the project at a greatly reduced cost than many of the others. While I understand why the people in the immediate area would prefer that it be in someone else's backyard, the fact is that the impact of locating it there would have a profoundly less devastating impact on homeowners than it would in most of the other locations that have been suggested.

Thank you and everyone who has worked long and hard on this project.

Debbie Walker

From: [Heather Stewner](#)
To: [Clarke, Pamela](#)
Subject: Preserving Hamblen Park
Date: Wednesday, November 11, 2020 3:56:16 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

To the Park Board:

I oppose the building of the water tower being built in Hamblen Park.

I have all sorts of feelings about putting the water tower in PARK

Alarmed, disappointed, suspicious of why Mr Buller used his position the way he did.

Blurring facts and using exaggerations to make his presentations and survey proving that Hamblen Park the ONLY option.

Minimizing the looming 100 ft tower won't be noticed or change the use of the Park. Pointing out that the Park was 9 acres when actual size listed as 6.75 (on parks departments website) who do we believe? I can't believe that the foot print is only 2 acres. He does not talk about the actual building of that footprint that will be using large equipment to create the whole project. Disturbing ALL that living part of our park. The wonderful Ponderosa Pines, the wild flowers, native plants that will be destroyed for ever. If you don't know once the soil is disturbed they will not come back. If you have never witnessed the YELLOW 6.75 wave of the arrowhead balsam root in bloom you are truly missing our JEWEL of SPRING in Hamblen. It would not be possible if this Natural Conservation Park did not exist. Not to mention the Buttercups that break ground as the snow melts from the warmth of the sun signaling spring has sprung with the progression of wild flowers. Don't let Mr Buller minimize this wonderful experience for all to enjoy. Having the ability to walk out their back door to the Park. Especially his comment of , "we impact more people less" by putting tower in Hamblen. The final point that made me feel hopeless and angry was the pay to play argument. REALLY ! We will be paying substantially more for the project if not located in Hamblen. Is that a fear tactic? With the final insult presented at the board meeting as accept this and " bring a substantial amount of money to the table" Oh my! Is that a bribe? How do we as citizens get to play that game? Isn't it our money he is offering?

In closing are we going to let the City reduce the footprints of all our City Parks when they need a new fire station, maintenance yard, police station? To Save money? I would encourage the Board to support Hamblen like they would their prize MANITO Park

Thank you Heather

[Sent from Heather's iPad](#)

From: [Elinor Enz](#)
To: [Spokane Parks and Recreation](#)
Subject: New South Hill Water Tower
Date: Thursday, November 12, 2020 7:12:13 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I am in favor of locating a new tower at Hamblen Park.

--

Elinor Enz
509 315 9744

From: [Justin Michael](#)
To: [Spokane Parks and Recreation](#)
Subject: South hill water tower
Date: Thursday, November 12, 2020 6:56:49 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

To whom it may concern,

I am writing you in regards to the proposed location of the south hill water tower project. Unfortunately, due to a work conflict, I am unable to attend today's meeting on the issue, hence the email. I want to let my voice be heard that I am in support of the Hamblen location. I myself am a south hill resident and this location is the most logical place to add the tower and seems to be the most cost effective for the city. Thank you for your work on this issue as our community continues to grow.

Justin Carter
Juscart@gmail.com

From: [Karen McWay](#)
To: [Spokane Parks and Recreation](#)
Cc: [Rob Tannehill](#)
Subject: South Hill water tower
Date: Thursday, November 12, 2020 2:30:19 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

After several reviews of the possible sites for the water tower, along with the associated costs & direct impact on homeowners, my husband & I both support the Hamblen Park location for the South Hill water tower.

The Hamblen Park site checks the most boxes with regard to the criteria outlined for construction of the project. This site would require less money & effort for its construction. In addition, this site has the least impact on nearby homeowners.

While I understand that Hamblen Park residents do not want the water tower built in their neighborhood, that site is the best one available for the South Hill community as a whole. The water tower would have minimal impact on property values in the area & would not decrease one's ability to enjoy the main recreational activity at the park, which is walking.

I strongly encourage the city to pay attention to the DATA collected about the different sites & select Hamblen Park for the water tower project. The next best choice, if Hamblen Park residents object to the tower in their park, is the Hamblen School.

Thank you in advance for your consideration of our thoughts about the South Hill water tower project.

Karen McWay & Rob Tannehill
2002 E 30th Ave
Spokane WA 99203

Our contact info:
303-818-1604 & 303-646-7977
kmcway@sprintmail.com & robtannehill@hotmail.com

From: [Howard Vogel](#)
To: [Spokane Parks and Recreation](#)
Subject: Water tower
Date: Wednesday, November 11, 2020 6:31:27 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please keep the water tower in the Hamblin park area. Respectfully patty Vogel

Sent from my iPhone

From: [howard Vogel](#)
To: [Spokane Parks and Recreation](#)
Subject: water tank site: The Hamblim Park site seems to be the best site for the water tank in as much as the city already owns the land and this location would have the least negative impact on our neighborhoods Howard Vogel 2006 E. 30th Spokane 99203a
Date: Wednesday, November 11, 2020 4:43:17 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

From: [howard Vogel](#)
To: [Spokane Parks and Recreation](#)
Subject: Water tower
Date: Wednesday, November 11, 2020 4:31:03 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

The Hamblin site is already city owned and would have the least negative impact on the neighborhoods
Howard Vogel. 2006 E. 30th Spokane 99203

Sent from my iPhone

Nov. 10, 2020

Dear Mayor Woodward, Spokane Park Board, Spokane City Council, and Spokane Public Works,

As a retired District 81 teacher, I'm highlighting how many of Spokane's Parks are multiuse, by design. Stan Witter, Parks Director from 1934-1960, deliberately situated parks by schools, consulting District plans. When I taught at Garfield, I walked my students to Corbin Park weekly to observe and sketch trees. From Whitman, we walked to Rochester Park. My friend at Franklin Elementary took her students to Upper Lincoln Park weekly, which has a natural area like Hamblen Park. Similarly at Roosevelt School students walk to the natural area at Manito Park. At Lincoln Heights teachers can lead walks to Murphy Park, which also has a natural area. These natural areas provide year-round opportunities for learning science, math, and draftsmanship. I fear a tower in Hamblen Park will block its sense of being 'near nature, near perfect.' For two decades District 81 students have been allowed 1 bus field trip per year, so the importance of the walkability of natural areas for student learning has only increased.

In 2010 at the rededication of Witter Pool with Stan Witter's name following its reconstruction, then Parks Director Leroi Eadie stated renaming that pool (after anyone else) was not an option because "our parks and recreation system exists today because of the insight of key people. That's important to future generations to understand." (Spokesman Review, May 9, 2010).

I ask the Spokane Park Board to delve deeply into the history of our Spokane Parks System and preserve what was originally designed by the Olmsteds: visit the website of the Frederick Law Olmsted National Historic Site. Research how many Park partnerships Stan Witter created with Spokane Public Schools. Delve into the contributions of Laurence Hamblen as Park Board President and founder of the Spokane Parks Foundation with its legacy of park support through the Hamblen Society. Please delay any hasty yielding to an extremely recent push to site a concrete water tower in Hamblen Park.

Yours truly,

Carol Ellis, 2015 E. 36th, Spokane, WA 99203

Date: November 10, 2020
To: Members of the Spokane Parks Department Board
From: Peyton Smith, Browne's Addition resident (volunteer coordinator [BrownesWatch](#))
RE: Comments in support of an ordinance amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations

My name is Peyton Smith and I am a resident of Browne's Addition. I believe that distributing food and drug paraphernalia in our parks is not a solution to feeding and caring for the homeless, but perpetuates the problem for those addicted. And it is not respectful to provide food without hand washing stations, bathrooms and a place to sit and eat. We need supervised and more humane places to feed the homeless and we do not need unregulated needle exchanges in our parks. I believe the proposed ordinance will greatly improve neighborhood safety and appearance, and very importantly will help those in need seek food resources affiliated with entities that also provide health and other counseling services. As such, I ask that you Please pass this ordinance.

Here is why I support the ordinance. This past spring when Covid shut down many city services for safety purposes, my partner Karen Ssebanakitta and I noticed an immediate increase in trash, and abandoned camps and vehicles throughout our neighborhood and surrounding natural areas. We wanted to promote a clean, safe and friendly Browne's Addition neighborhood and build a shared sense of community through organized neighborhood walks, similar to the COPS Neighborhood Observation Patrol model that we had previously done weekly. This idea was supported by COPS and the Browne's Addition Neighborhood Council and by summer we established five walks per week headed by a volunteer walk leader. In order to document our efforts, we set up a Google Docs database to capture the number of volunteer participants, hours donated, the amount of trash collected (using 11 gallon-size kitchen trash bags as a standard), and code violations, Crimecheck and 911 calls.

We had no idea what we would ultimately see and document: The biggest issue we identified was an increase in the distribution of food and drug paraphernalia (needles, cotton swabs, shoe laces and ripped cloth to tie off arms, burnt tinfoil and small plastic bags that drugs are sold in) at CDA park and a resulting increase in the number of homeless individuals inhabiting the Park and the neighborhood. These were primarily people who do not want to seek shelter in city sponsored shelters and we documented an increase of food and other waste, increased drug use, increased human feces throughout the park and surrounding properties, increased number of passed out people in the park and even on city sidewalks, and more violent behavior. These issues were overwhelming our neighborhood's capacity to deal with them. Captain Meidl, our liaison from Spokane Police, and employees of the Parks Department can certainly attest to this.

We attributed most of the increased problems to the 4pm free food and needle exchange that was offered each evening at the park. This was accompanied by an increase in addicts coming to the neighborhood, a daily caravan of drug dealers (who sold out in the open), and another daily group of cars who set up a chop shop to disassemble and rebuild bicycles in the park). Further, more property crime and thefts were being reported and our walk participants were being threatened. As a result, we cancelled the walks in October.

Thank you for your consideration.

From: [Kim Engel](#)
To: [Clarke, Pamela](#)
Cc: [Byrd, Giacobbe](#)
Subject: Updated Public Parks Rules
Date: Wednesday, November 11, 2020 6:42:01 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I just wanted to add a comment concerning the new park rules put forth by Lori Kinnear. My concern lies with the distribution of food, clothes, and needles to the homeless population around our parks. I believe that these activities should not be done in a Public Park, but rather in a more secure location where they can be regulated and monitored. I live in Browne's Addition and we have the Lutheran Church which already distributes food and the Cannon St shelter. These would be good sites to distribute food, clothes and clean needles, as well as, offer other Services that the homeless may need. The food, especially, can be handed out in a more efficient manner, such as the appropriate types of food for the person, whereas now a lot of the food is wasted and discarded (food that needs to be cooked to a person who does not have that ability).

The handing out of needles is very disturbing, because there is no plan on the disposal of the old needles (they end up on the ground in the park).

I think these services should be offered at a different location than a Public Park.

Kim Engel

November 11, 2020

Members of the Spokane Park's Department Board

RE: Support of the ordinance amending Section 12.06A.040 of the Spokane Municipal Code

I am both a resident and a home owner in Browne's Addition and I fully support the amendment of the Municipal Code and urge you, as Board Members, to do the same.

I served as the Co-chair of the West Oakland Neighbors Association in Oakland, CA prior to moving to Spokane with my wife almost 5 years ago. In Oakland, we had local parks over run with drug use, crime, prostitution, human waste and a substantial population of individuals who refused City Services – we are faced with the same situation in our CDA Park. We, as a Council, made a pathway forward by taking a number of steps which began with treating individuals as humans and not provisioning them as animals. We, as a Council, required that all provisioners to our parks provide restroom facilities to a minimum of 2 hours after a meal; to provide a handwashing station; to provide clean and sanitary tables and a place to sit; to provide a trained serving staff and food to meet all food handling, food preparation, and food storage requirements set up by our Health Department; and to provide garbage and waste removal for all products regardless of time commitment.

Passage of this amendment will allow our neighborhood and other neighborhood parks to recover from overwhelming damage and misuse and return those assets to inspire the communities they represent. Every day myself and other dedicated volunteers have acted as a "second shift" to support an overwhelmed Park Staff following a full and complete clean-up of CDA Park. On a daily basis and in addition to up to 5 truck-loads of trash taken by City Staff, we picked up and disposed of hundreds of pounds of abandoned rotting and spoiled food, boxes of abandoned clothing and sundry items, drug paraphernalia, bags of abandoned needles, mounds of human waste, and used needles in our children's play areas. We have removed over 700 bags of trash in less than 90 days. This amendment will serve to relieve this burden.

Our success in Oakland led us to a pathway of dignity and desire to use those services provided by our City to transition individuals in need toward a better future. Your amendment to the Municipal Code is the first step toward this process. I look forward to its passage for myself, my family, my community, and for those in other communities who will benefit from its passage.

Thank you for your consideration.

Tyler Henthorne
Former Co-Chair West Oakland Neighbor's Association
Browne's Addition Safety Committee Chair