



## Spokane Park Board Agenda

3:30 p.m. Thursday, May 13, 2021

WebEx virtual meeting

Call in: 408-418-9388

Access code: 187 345 9603

### 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

Michael Cathcart – City Council liaison

### Agenda

1. **Roll call:** Jennifer Ogden
2. **Additions or deletions to the agenda**
3. **Public comment**
4. **Consent agenda**
  - A. Administrative/Committee-level items:
    - 1) April 8, 2021, regular Park Board meeting minutes
    - 2) Claims – April 2021 (\$1,519,202.97)
    - 3) Liberty Park tennis court remediation amended memorandum of understanding with Spokane Public Library (\$225,000 in revenue)
    - 4) Urban Forestry/Public Works interdepartmental agreement for street tree planting (\$50,000 in revenue)
    - 5) Northwest Playground Equipment Inc. playground equipment purchase/AM Cannon and Logan Peace parks (\$160,000, tax inclusive)
    - 6) LaRiviere Inc. change order #11 /North bank playground (\$11,064.91, tax inclusive)
    - 7) Hill International amendment #11/Park-wide north bank construction management support (\$4,100, no tax)
    - 8) RIXIR Systems change order #1/Providence Playscape (\$4,924.25, plus tax)
    - 9) Bacon Concrete change order #6/West Havermale (\$107,206.54, tax inclusive)
    - 10) Desautel Hege contract for marketing and advertising services (not to exceed \$150,000/year, no tax)

5. **Special guests**
  - A. [Spokane Youth and Senior Centers' Association quarterly update](#) – Heide Wehr, Corbin Senior Center director
6. **Financial report and budget update:** Mark Buening
7. **Special discussion/action items**
8. **Committee reports – action items**

**Urban Forestry Tree Committee:** (The May 4 meeting was canceled.) – Rick Chase

  - A. Action items: None

**Golf Committee:** May 11, 2021 – Gerry Sperling

  - A. Action items: None

**Land Committee:** May 5, 2021 – Greta Gilman

  - A. [Letter of intent for public access easement and a parkway at Dwight Merkel Sports Complex](#) – Berry Ellison

**Recreation Committee:** May 5, 2021 – Sally Lodato

  - A. [Outdoor Recreation kayak rental service program](#) – Ryan Griffith

**Riverfront Park Committee:** May 10, 2021 – Nick Sumner

  - A. [Coffman Engineers/Expo Butterfly Design Phase I engineering services contract \(\\$27,500, no tax\)](#) – *Berry Ellison*

**Finance Committee:** May 11, 2021 – Bob Anderson

  - A. Action item: Presented as a consent agenda item
9. **Reports**
  - A. President: Jennifer Ogden
  - B. Liaisons:
    1. Conservation Futures – Greta Gilman
    2. Parks Foundation – Barb Richey
    3. City Council – Michael Cathcart
  - C. Director: Garrett Jones
    1. New City Administrator Johnnie Perkins introduction
10. **Executive Session**
11. **Correspondence**
  - A. Letters/emails: [Bosch Lot and Downtown Spokane Plan email](#)  
[Property acquisition letter](#)
11. **Adjournment**
12. **Meeting dates**



A. Committee meeting dates:

Urban Forestry Tree Committee: 4:15 p.m. June 1, 2021, via WebEx

Land Committee: 3:30 p.m. June 2, 2021, via WebEx

Recreation Committee: 5:15 p.m. June 2, 2021, via WebEx

Riverfront Park Committee: 4 p.m. June 7, 2021, via WebEx

Golf Committee: 8 a.m. June 8, 2021, via WebEx

Finance Committee: 3 p.m. June 8, 2021, via WebEx

B. Park Board: 3:30 p.m. June 10, 2021, via WebEx

C. Joint City Council/Park Board study session: 11 a.m. May 20, 2021, via WebEx

Agenda is subject to change

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6367, 808 W. Spokane Falls Blvd., Spokane, Washington, 99201; or [erahrclerks@spokanecity.org](mailto:erahrclerks@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	May 13, 2021		
<b>Committee meeting date</b>			
<b>Requester</b>	Pamela Clarke	<b>Phone number:</b> 625-6241	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	n/a		
<b>Item title:</b> (Use exact language noted on the agenda)	April 8, 2021, regular Park Board meeting minutes		
<b>Begin/end dates</b>	Begins:	Ends:	<input type="checkbox"/> Open ended
<b>Background/history:</b> Park Board minutes for the April 8, 2021, regular Park Board meeting			
<b>Motion wording:</b> Move to approve the Park Board minutes as presented as a consent agenda item.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b>			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ n/a			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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&amp;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. April 8, 2021

WebEx virtual meeting

### Park Board Members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
  - Nick Sumner (Absent/excused)
- X Rick Chase (Arrived: 3:40 p.m.)
- X Greta Gilman
- X Sally Lodato (Arrived: 3:44 p.m.)
- X Gerry Sperling
- X Barb Richey (Arrived: 3:34 p.m.)
- X Hannah Kitz (Left: 4:31 p.m.)
- X Kevin Brownlee
- X Michael Cathcart – City Council liaison

### Parks Staff:

- Jason Conley
- Mark Buening
- Fianna Dickson
- Nick Hamad
- Mark Poirier
- Al Vorderbrueggen
- Jonathan Moog
- Pamela Clarke

### Guests:

- Kelly Brown
- Terri Fortner
- Shae Blackwell

## MINUTES

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

1. Roll Call: See above
2. Additions or deletions to the agenda
  - A. None
3. Public comment
  - A. None
4. Consent agenda:
  - A. Administrative/committee-level items:
    - 1) March 11, 2021, regular Park Board meeting minutes
    - 2) March 18, 2021, special Park Board meeting minutes
    - 3) March 29, 2021, Park Board study session notes
    - 4) Claims – March 2021 (\$1,625,665.23)
    - 5) KPFF Consulting Engineers contract amendment #1 for engineering services/Riverfront Park north suspension bridge (\$82,168, no tax)

**Motion No. 1:** Jennifer Ogden moved to approve consent agenda items #1 - #5 as presented.

Bob Andersen seconded.

Motion passed with unanimous consent (7-0 vote).

*Barb Richey joined the meeting at 3:34 p.m.*

5. Special guest
  - A. The Friends of Manito update – Kelly Brown, president of The Friends of Manito, presented

a recap of 2020 projects and events, current projects, recent organizational changes and 2021 goals. Jennifer Ogden thanked Ms. Brown for the presentation and explained The Friends of Manito is a model for a successful friends group. The Park Board would like to collaborate with their group as the newly formed Development and Volunteer Committee begins recruiting new friends groups in Spokane. Garrett Jones provided a brief update on the bronze swan sculpture by Spokane artist Vincent De Felice. The art piece will be installed next to Mirror Pond in Manito Park. Mr. Jones report the site plan is complete, the concrete contractor is in place, the artwork has been fabricated and installation is scheduled by the end of May.

*Rick Chase joined the meeting at 3:40 p.m.*

*Sally Lodato joined the meeting at 3:45 p.m.*

6. **Financial report and budget update** – Mark Buening provided the March financial report and budget update. Operating expenditures for the Park Fund are less than the historic budget average by almost \$584,000. Year-to-date revenues are about \$439,000 less than the historic budget average. Operating expenditures are approximately \$1.64 million less than actual revenues. Operating expenditures for the Golf Fund are about \$20,000 more than the budget average. Year-to-date revenues are exceeding the budget average by about \$199,000. YTD revenues are about \$203,000 more than the expenditures. The \$68.4 million Riverfront Park redevelopment budget has a remaining fund balance of approximately \$676,000.

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

A. None

8. **Committee reports:**

**Urban Forestry Tree Committee:** (The March 30 meeting was canceled.) Rick Chase

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. May 4, 2021, via WebEx.

**Golf Committee:** (The April 6 meeting was canceled.) Gerry Sperling

A. Action items: None

B. The next scheduled meeting is 8 a.m. May 11, 2021, via WebEx.

**Land Committee:** (The March 31 meeting was canceled.) Greta Gilman

A. Action items: None

B. The next scheduled meeting is 4 p.m. May 5, 2021, via WebEx.

**Recreation Committee:** (The March 31 meeting was canceled.) Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. May 5, 2021, via WebEx.

**Riverfront Park Committee:** (The April 5 meeting was canceled.) Nick Sumner

A. Action items: None

B. The next scheduled meeting is 4 p.m. May 10, 2021, via WebEx.

**Finance Committee:** April 6, 2021, Bob Anderson

A. Spokane Parks Foundation memorandum of understanding – Fianna Dickson presented background and overview on a proposed memorandum of understanding with the Parks Foundation. This MOU combines elements from two expired Parks/Parks Foundation agreements and combines them into one document. The term of this new MOU expires Dec. 31, 2025.

**Motion No. 2:** Bob Anderson moved to approve the Spokane Parks Foundation memorandum of understanding, as presented.

Barb Richey seconded.

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

B. Garco Construction, Inc., renovation construction contract/Riverfront Park north suspension bridge (\$2,129,949, tax inclusive) – Nick Hamad presented a proposed renovation construction contract with Garco Construction for work on Riverfront Park's north suspension bridge in the amount of \$2,129,949, tax inclusive. He provided a project overview, funding and cost breakdown, and construction timeline. The bridge is expected to be completed December 2021. Improvements include bridge concrete deck replacement, steel framing repairs, historically compliant railing modifications, drainage improvements, lighting upgrades and concrete vault lid replacement.

**Motion No. 3:** Bob Anderson moved to approve the Garco Construction contract for renovation construction on the Riverfront Park north suspension bridge in the amount \$2,129,949, tax inclusive.

Kevin Brownlee seconded.

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

C. Avista Utilities electric service agreement for temporary power/Riverfront Park north suspension bridge (\$192,233.40, no tax) – Nick Hamad presented a proposed electric service agreement with Avista Utilities for temporary power required for Riverfront Park's north suspension bridge renovation project in the amount of \$192,233.40, no tax. Mr. Hamad provided projected costs and project scope. This agreement involves removing primary power cables from the suspension bridge, and constructing new temporary overhead power cables from West Havermale Island to the north bank of Riverfront Park. This re-routing of power cables is required to implement planned bridge renovation work. Upon completion of the bridge renovation, Avista will remove the temporary overhead power cables and reinstall permanent cables within the restored bridge.

**Motion No. 4:** Bob Anderson moved to approve the electric service agreement with Avista Utilities for temporary power required for Riverfront Park's north suspension bridge renovation project in the amount of \$192,233.40, no tax.

Gerry Sperling seconded.

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

D. Associated Garden Clubs of Spokane memorandum of understanding – Al Vorderbrueggen presented a proposed memorandum of understanding with Associated Garden Clubs of Spokane. This agreement is a renewal and update to previous MOUs with AGC. The agreement provides for AGC access to areas of the facilities and use of grounds at Manito Park in order for the club to pursue their mission in keeping with horticultural focus of the park. This agreement will also allow AGC to act as a fiscal sponsor accepting donations at no cost to Parks to assist in enhancements and programs for Parks.

**Motion No. 5:** Bob Anderson moved to approve the memorandum of understanding with Associated Garden Clubs of Spokane as presented.

Jennifer Ogden seconded.

Friendly amendment: Kevin Brownlee offered a friendly amendment that the 6th WHEREAS is amended to read: AGC has agreed to act as a fiscal sponsor taking in donations at no cost to Parks to assist in enhancements and programs agreed upon by the Spokane Parks Department and AGC. The friendly amendment was accepted.

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

E. The next regularly scheduled meeting is 3 p.m. May 11, 2021, via WebEx.

**Bylaws Committee – Jennifer Ogden**

A. Bylaws amendment/ 2<sup>nd</sup> reading – Jennifer Ogden presented the second reading of the Bylaws Committee recommendation for changes to the Park Board Bylaws which were last adopted in 2019. Proposed changes include: 1) add the Joint Arts, and Development and Volunteer committees as standing committees of the Park Board; 2) add a requirement that Park Board members planning to attend a Park Board committee meeting which they are not a member must notify staff a minimum of 48 hours prior to the committee meeting; 3) edits to provide gender-neutral language; 4) minor clarification and grammatical edits; 5) clarify how proposed amendments are to be presented to the Park Board; and 6) add emergency provisions to temporarily suspend or amend bylaws, if necessary.

**Motion No. 6:** Jennifer Ogden moved to adopt the amended Park Board Bylaws, as presented.

Sally Lodato seconded.

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

B. Urban Forestry Tree Committee quorum/Park Board Bylaws Section. 16.2 – Jennifer Ogden presented a recommendation to add the following to Section 16.2 as it relates to a quorum of the Urban Forestry Tree Committee: "with the exception of Urban Forestry Tree Committee which requires two of the simple majority to be Park Board members." Without adding this stipulation it would be possible for a simple majority to be present at a UFTC meeting without a Park Board member being present. Ms. Ogden recommended to forego a first and second reading on this proposed added language based on Bylaws guidelines that this action "would be in the best interest of the Park Board." (Section 21.1).

**Motion No. 7:** Jennifer Ogden moved to adopt the added language to Section 16.2 of the Bylaws as it relates to a quorum of the Urban Forestry Tree Committee.

Rick Chase seconded.

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

**Development & Volunteer Committee: March 30, 2021 – Bob Anderson**

A. Development & Volunteer Committee mission statement, goals, objectives and organization chart – Fianna Dickson presented the mission statement, goals and objectives for the newly formed DVC. The purpose of the DVC is to help guide fundraising priorities, both capital and programmatic, and to enhance the growth and coordination of friends groups who work to fulfill those fundraising priorities. The committee's three key goals include: 1) guide and support Park's capital and programming fundraising priorities; 2) serve as an umbrella over friends groups; and 3) foster the creation and growth of new friends groups. Mr. Anderson presented an overview of the committee. The DVC will be comprised of four Park Board members, one representative from a Citizens Advisory Committee and three business/community members.

The Citizens Advisory Committee will include representatives from friends groups and Community Assembly/neighborhood councils. One of the committee's primary objectives is to recruit a core leadership group interested in helping create and build a roadmap for the Friends of Riverfront Park. Jennifer Ogden invited a member of The Friends of Manito serve as member on the Citizens Advisory Committee.

**Motion No. 8:** Bob Anderson moved to approve the DVC mission statement, goals and objectives as presented.

Rick Chase seconded.

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

*Hannah Kitz left the meeting at 4:30 p.m.*

9. **Reports:**

**A. Park Board President:**

1. Friends groups – Ms. Ogden encouraged citizens who are interested in joining the Friends of Riverfront Park and becoming a steward of the park to [contact Parks](#). She added she would like to see a friends group for every park in Spokane. If a few neighbors decide they would like to create a friends group, they are encouraged to reach out to Parks so a unified and centralized effort of all friends groups may be achieved.
2. Park Board committee meeting structure – Ms. Ogden asked Park Board members to notify her of their desires regarding the types of meetings they prefer once Covid restrictions are lifted. While hybrid (combination of virtual and in-person attendance) meetings are not an option for televised Park Board meetings, there has been discussion of potential hybrid meetings for committees once restrictions are lifted and the City determines in-person meetings are permissible. At this time, all board and committee meetings must be held virtually.

**B. Liaisons**

1. Conservation Futures – Greta Gilman reported the Land Evaluations Committee is scheduled to meet April 15. The committee is expected to adopt a nomination process at that meeting. The committee's recommendation will come before the County Board of Commissioners for final approval.
2. Parks Foundation – Barb Richey and Terri Fortner provided an update on Parks Foundation activities. During the last foundation meeting, Amy Lindsey presented an overview of the 2019 events at Riverfront Park and reported on the plans for 2021. As part of the Riverfront Fundraising Campaign, the foundation is selling from one to five fence charms daily and the foundation has pledged to be a part of the Spring Markets at Riverfront Park. Ms. Fortner reported that the city of Spokane will be awarded almost \$11,000 in swim sponsorships, \$5,400 in drowning prevention clinic funding, and \$5,000 in grant funds benefitting Therapeutic Recreation. Between \$5,000-\$7,000 is expected to be awarded for lifeguard certification and recertification.
3. City Council – Council Member Michael Cathcart commended staff on their work on the Parks and Natural Lands Master Plan which was presented at the March 29 Park Board study session.

**C. Director:**

1. Windstorm Restoration Plan – Garrett Jones reported Parks recently partnered with the Lands Council to launch the Windstorm Restoration Plan which involves planting two trees for each tree lost in the January windstorm. About 400 trees were lost on parks property during the storm. Replacement trees will be native conifers, including ponderosa pine, Douglas fir, western larch and white pine. The plan also involves water conservation measures which include converting areas which were maintained turf grass into a more native-type habitat. Plantings will start this spring and additional plantings scheduled in the fall. Funding was made possible, in part, through the windstorm clean-up efforts. Proceeds from the sale of cut logs, in the amount of about \$21,000, helped fund tree replacement. Lands Council is coordinating volunteer crews for tree planting. Funds for the restoration plans are also being raised by local artist Chris Bovey who created a limited-edition Comstock Park poster. All proceeds from the poster sales will directly fund restoration efforts.
2. Aquatics program/City Council support – Mr. Jones thanked Council Member Cathcart and other City Council members for their efforts relating to funding opportunities for this year's aquatics program. Next Monday, City Council will be asked to approve a resolution requesting funding support in the amount of \$220,000 for the 2021 aquatics program. On April 19, City Council will be briefed on windstorm damage. Parks will request City Council to provide funding for some capital and maintenance repairs as a result of the windstorm.
3. Riverfront Park north bank opening – Information will be released soon regarding the opening of the north bank of Riverfront Park.

10. **Executive Session:**

A. None

11. **Correspondence:**

A. Letters/emails: Water tower on the South Hill (2 emails)  
King Cole commemorative feature at Riverfront Park letter

12. **Adjournment:** The meeting was adjourned at 4:54 p.m.

13. **Meeting Dates:**

- A. Committee meeting dates:  
Urban Forestry Committee: 4:15 p.m. May 4, 2021, via WebEx  
Land Committee: 4 p.m. May 5, 2021, via WebEx  
Recreation Committee: 5:15 p.m. May 5, 2021, via WebEx  
Riverfront Park Committee: 4 p.m. May 10, 2021, via WebEx  
Golf Committee: 8 a.m. May 11, 2021, via WebEx  
Finance Committee: 3 p.m. May 11, 2021, via WebEx
- B. Park Board: 3:30 p.m. May 13, 2021, via WebEx
- C. Joint City Council/Park Board study session: 11 a.m. May 20, 2021, via WebEx

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



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	May 13, 2021, Park Board meeting		
<b>Committee meeting date</b>			
<b>Requester</b>	Pamela Clarke	<b>Phone number:</b> 625-6241	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	n/a		
<b>Item title:</b> (Use exact language noted on the agenda)	Claims – April 2021 (\$1,519,202.97)		
<b>Begin/end dates</b>	Begins: 04/01/2021         Ends: 04/30/2021 <input type="checkbox"/> Open ended		
<b>Background/history:</b> Claims for the month of April 2021 in the amount of \$1,519,202.97			
<b>Motion wording:</b> Move to approve claims for the month of April 2021 as a consent agenda item.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b>			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ n/a			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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&amp;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  
APRIL 2021 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - MAY 13, 2021**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	726,050.41
MAINTENANCE & OPERATIONS	\$	412,915.65
CAPITAL OUTLAY	\$	19,178.29
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	63,449.93

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY	\$	46,521.38
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**GOLF:**

SALARIES & WAGES	\$	129,089.91
MAINTENANCE & OPERATIONS	\$	121,997.40
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-

<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>1,519,202.97</b>
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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land		
<b>Committee meeting date</b>	May 5, 2021		
<b>Requester</b>	Jason Conley	<b>Phone number:</b> 509-625-6211	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file (OPR or policy #)</b>	OPR 2020-0275		
<b>Item title:</b> (Use exact language noted on the agenda)	Liberty Park Remediation amended memorandum of understanding with Spokane Public Library		
<b>Begin/end dates</b>	Begins: 05/13/2021	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> The remediation MOU provides that the Library is to spend up to \$175,000 for remediation at Liberty Park for the loss of the tennis courts by Dec. 31, 2021. The remediation is to be done with the Park Department's review and approval. Any costs over \$175,000 would have to be agreed to by the Park Dept. Library (and their Board) would like to have the MOU revised to increase the Library's financial contribution by \$50,000 to \$225,000, the Park Department is responsible for the remediation project. The Library's only obligation would be for the financial contribution. The remediation project would be a Park capital asset, and Parks is better suited to know what it wants for Liberty Park. revised arrangement will give Parks more time and money to determine what is best for Parks and the neighborhood.			
<b>Motion wording:</b> Approve Liberty Park Remediation amended MOU with Spokane Public Library.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Public Library Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$225,000.00    Budget code: _____			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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&amp;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>			

AMENDED MEMORANDUM OF UNDERSTANDING REGARDING REMEDIATION  
FOR LOCATION OF LIBERTY PARK LIBRARY BRANCH ON PARK PROPERTY

This Amended Memorandum of Understanding (Amended MOU) is between the City of Spokane Park Board ("Park Board") and the Spokane Public Library Board of Trustees ("Library Board"), jointly referred to as the "parties".

WHEREAS, the Park Board and the Library Board entered into the Liberty Park Library Branch Land Lease and Use Agreement ("Agreement") in July of 2019 for the construction and operation of the new Liberty Park Library Branch on current park land at Liberty Park; and

WHEREAS, the purpose of the agreement is for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate a new branch library in Liberty Park and to set forth other terms and conditions related to the lease of the land and the construction and operation of the library branch; and

WHEREAS, one of the terms of the agreement requires the Library, after consultation with and concurrence from Park staff, to provide remediation for the displacement of existing tennis courts, and to repair any damage to the turf and irrigation system during construction of the library expansion; and

WHEREAS, the parties entered into the original MOU, which was approved by the Park Board on February 13, 2020 and the Library Board on February 18, 2020; and

WHEREAS, the purpose of this Amended MOU is to revise the terms of the original MOU and to set forth the terms of the Library's remediation responsibilities as required by the land lease and use agreement.

NOW, THEREFORE, the original MOU is hereby amended and the parties agree to the Amended MOU in order to fulfill the Library's obligation under the Liberty Park Library Branch Land Lease and Use Agreement, as follows:

- 1) The Library Board shall allocate TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) for the remediation of the displacement of the tennis courts at Liberty Park. The Library shall complete a cash transfer from the Library Bond Fund to the Parks Department Fund in this amount prior to December 31, 2021. The funds shall be used by the Park Department for remediation for the displacement of the tennis courts previously located at the Liberty Park Branch Library site. The transfer of the \$225,000 shall fulfill the Library's obligation for any remediation at Liberty Park for the displaced tennis courts as set forth in the Liberty Park Library Branch Land Lease and Use Agreement.

- 2) The Park Department shall be responsible for how it decides to spend the \$225,000 or otherwise make any renovations to Liberty Park as a result of the displacement of the tennis courts including project design, installation and timing of any remediation. Any remediation expense beyond the \$225,000 shall be the sole responsibility of the Park Department. The Park Department shall assume all responsibility for the maintenance, operation and liability of any improvements made to Liberty Park as remediation efforts.

SPOKANE PARK BOARD

By \_\_\_\_\_

\_\_\_\_\_ Date

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

SPOKANE PUBLIC LIBRARY BOARD

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

\_\_\_\_\_ Date

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Approved as to form:

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

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		
<b>Committee meeting date</b>	May 5, 2021		
<b>Requester</b>	Angel Spell	<b>Phone number:</b> 363-5493	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Interdepartmental agreement with Public Works for tree planting (\$50,000/year fund transfer)		
<b>Begin/end dates</b>	Begins: 5/13/2021	Ends: 12/31/2023	<input type="checkbox"/> Open ended
<b>Background/history:</b> This interdepartmental agreement formalizes an annual funding transfer of \$50,000 from Public Works to the Urban Forestry Fund (1390) in support of street tree planting. The funds are intended to be used strategically in the mitigation of stormwater runoff. The term of the agreement is three (3) years.			
<b>Motion wording:</b> Approve the interdepartmental agreement with Public Works for tree planting as presented.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Public Works Name: Marlene Feist    Email address: mfeist@spokanecity.org    Phone: 625-6505			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Angel Spell Grant Management Department/Name:			
Marlene Feist Katherine Miller Mark Papich Katie Kosanke			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$50,000 per year    Budget code: 1390-54961-36710			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI:    Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



**City of Spokane**

**Interdepartmental Agreement between City of  
Spokane Parks and Recreation Division and  
Public Works Division**

This Agreement is made and entered into by and between the **City of Spokane Parks and Recreation Division's Urban Forestry** program (Spokane Urban Forestry), and the **City of Spokane Public Works Division** (Public Works), both agencies within a Washington municipal corporation at 808 West Spokane Falls Blvd, Spokane, Washington 99201.

WHEREAS, the City of Spokane has maintained its commitment to achieve Tree City USA designation each year since its first award recognition in 2003; and

WHEREAS, it is a goal of the City of Spokane to create and maintain active re-forestation programs in the community in order to ultimately achieve forty percent coverage of the total land area within the City as healthy and functioning tree canopy; and

WHEREAS, Spokane Urban Forestry exercises supervision over trees on or in the streets and public places of the City of Spokane and over all resting places, water stations, playgrounds, and parade grounds, and operates a wide variety of arboricultural programs and services; and

WHEREAS, our natural environment and green infrastructure provide many and varied benefits to humans as ecosystem services, and such services are distributed to the citizens of Spokane as environmental, social, health and economic benefits; and

WHEREAS, natural systems and green infrastructure, such as urban trees, appreciate in value over time given proper maintenance, stewardship, and protection against degradation and depletion; and

WHEREAS, Public Works recognizes the stormwater management benefit of urban trees acting as mini-reservoirs, controlling stormwater at the source through transpiration, interception, throughfall reduction, increased infiltration, and phytoremediation; and

WHEREAS, Public Works wishes to assist and enhance the operation of Spokane Urban Forestry and to support its programs and mission to deliver the benefits of a diverse, healthy, and accessible urban tree canopy through quality planting, protection, and stewardship; and

WHEREAS, Spokane Urban Forestry wishes to support the Integrated Clean Water Plan and Public Works through its programs and mission to improve the health of the Spokane River, manage more stormwater at its origin, and enhance green infrastructure and low impact development strategies;

NOW, THEREFORE, based on the foregoing and the mutual benefits to be derived by Spokane Urban Forestry and Public Works as well as by the present and future citizens of Spokane, the parties enter into the following Agreement:

**Section 1. Agreement.** The parties agree that Public Works will contribute a yearly amount of FIFTY THOUSAND DOLLARS (\$50,000) to the Urban Forestry Fund established in SMC 07.08.135 to be used by Spokane Urban Forestry for the purpose of public and street tree planting, including some initial plant establishment maintenance operations. The funds are intended to be used strategically in the mitigation of stormwater runoff.

**Section 2. Responsibilities of the Parties.**

- a. Public Works and Spokane Urban Forestry will collaborate on development of projects and programs targeting street and public tree planting and stewardship for the purpose of stormwater runoff avoidance.
- b. Spokane Urban Forestry will act as the primary agency in project administration and implementation by providing a scope of work, procurement of services, contract compliance, budgeting, and finance management.
- c. Tree species selection will be appropriate for current climate conditions and trends, and adaptable to future climate projections.
- d. Priority planting locations will be based on combined sewer overflow (CSO) basins with low canopy density and high need for stormwater runoff mitigation. Other location factors may include: addressing environmental justice and equity disparities, presence or lack of long-term tree maintenance resources, and concurrence or resonance with other City projects, policies, or priorities.
- e. Public Works and Spokane Urban Forestry will identify a responsible third (3<sup>rd</sup>) party for sufficient, proper, and long-term maintenance of new trees planted under this agreement. Responsible parties may be the adjacent property owner, or another designated responsible third (3<sup>rd</sup>) party, agency, or organization.
- f. Spokane Urban Forestry will provide an annual report to Public Works outlining fund contribution expenditures, work completed, and overall performance.



**Section 3. Term** This Agreement will remain in effect thru December 31, 2023. At least ninety (90) days prior to the expiration, both parties will meet to determine whether the annual financial support is achieving the intended outcomes and whether the agreement term will be extended. The Agreement may be modified by mutual agreement or terminated by either party for any reason upon ninety (90) days written notification.

**Section 4. Contact Information.** Each party will notify the other if there is a change in the contact point. Until further notice, the contacts will be:

a. Spokane Urban Forestry: Katie Kosanke, Urban Forester, 808 West Spokane Falls Boulevard, Spokane WA 99201, [kkosanke@spokanecity.org](mailto:kkosanke@spokanecity.org), 509.363.5495.

b. Public Works: Mark Papich, Senior Engineer, Integrated Capital Management, 808 West Spokane Falls Boulevard, Spokane WA 99201, [mpapich@spokanecity.org](mailto:mpapich@spokanecity.org), 509.625.6310.

IN WITNESS WHEREOF, in consideration of the terms and conditions, the parties have executed this Agreement by their signatures below.

Agreed to by the parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**Spokane Parks and Recreation Division**

**City of Spokane Public Works Division**

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

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

Garrett Jones, Director

Marlene Feist, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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

Attest:

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

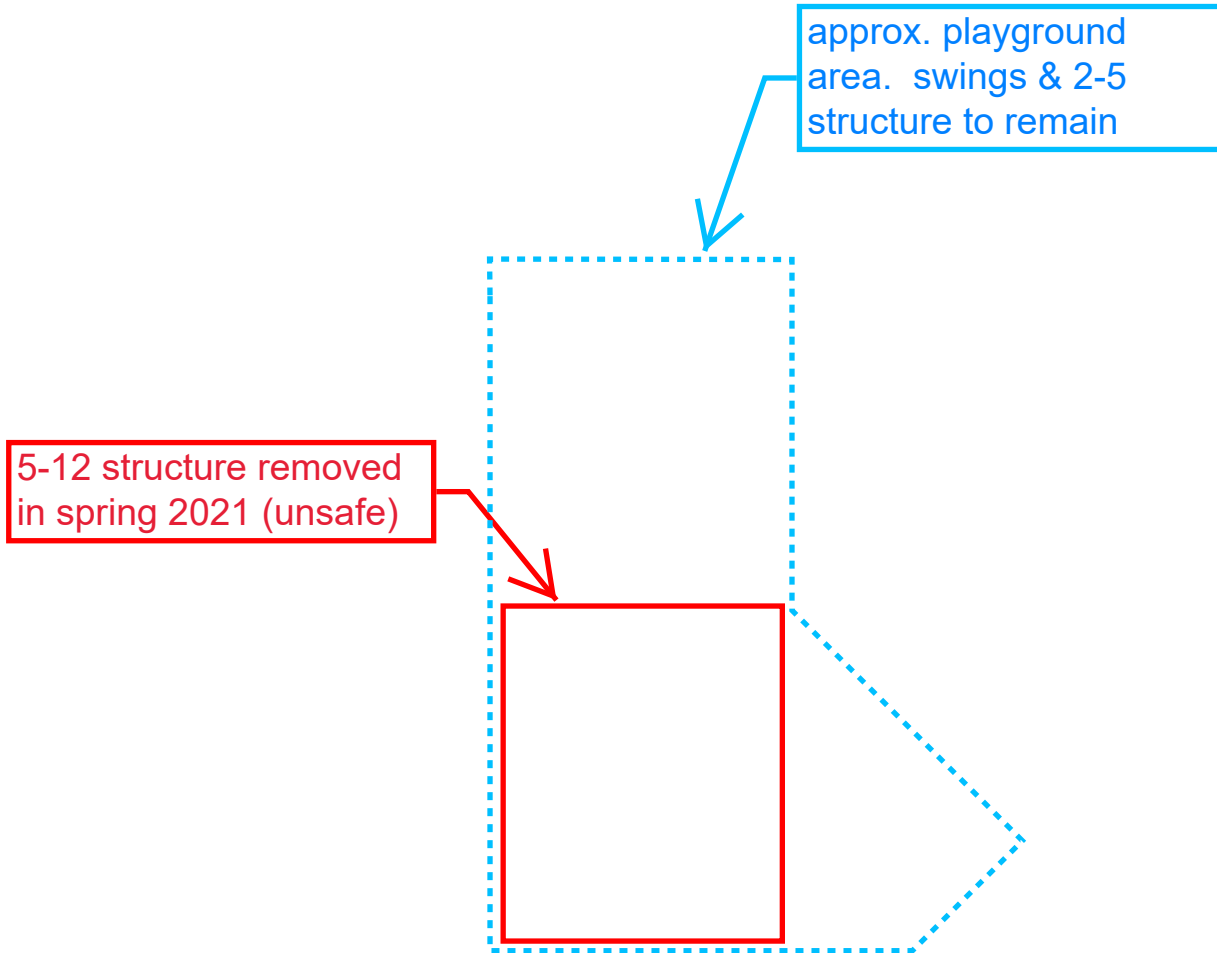
# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land		
<b>Committee meeting date</b>	May 5, 2021		
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509-363-5452	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Northwest Playground Equipment Inc. equipment purchase/AM Cannon and Logan Peace parks (\$160,000, tax inclusive)		
<b>Begin/end dates</b>	Begins: 05/13/2021	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b>  City Council funded Playground equipment purchase for A.M. Cannon and Logan Peace Parks.  Purchased on the State Enterprise NASPO Contract.			
<b>Motion wording:</b> Approve Northwest Playground Equipment Inc. purchase for playground equipment at AM Cannon and Logan Peace parks in the amount of \$160,000, tax inclusive			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$160,000.00    Budget code: _____			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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&amp;E Roster - City of Spokane  <input checked="" type="checkbox"/> UBI: 601 691 557    Business license expiration date: 2/28/22         </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>			

# AM CANNON PARK



0 50 100 ft



## Legend

City of Spokane GIS



City of Spokane  
Boundary

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



new 5-12 play equipment,  
image 1



**CANNON PARK**

IHD\_024\_21A



Northwest Playground  
Equipment, Inc.  
BUILDING COMMUNITY THROUGH PLAY



**PLAYWORLD**



new 5-12 play equipment,  
image 2



*CANNON PARK*

IHD\_024\_21A



Northwest Playground  
Equipment, Inc.

BUILDING COMMUNITY THROUGH PLAY



PLAYWORLD





## Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 313-9194  
Email: [sales@nwplayground.com](mailto:sales@nwplayground.com)

### QUOTE

**This quote is only valid for 30 days.**

To: City of Spokane

Quote # 2122021ARL2

Re: AM Cannon Park, Option 1

Date: 2/12/2021

1920 W Maxwell Ave

Spokane, WA 99201

Contact Name: Nicholas Hamad

Phone: 509.363.5452

Email: [nhamad@spokanecity.org](mailto:nhamad@spokanecity.org)

Cell/Fax:

Item #	Qty	Description	Price	Total Price
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### EQUIPMENT

#### Playworld

350-2105	1	Playworld Systems SALE Structure Including; Twist and Shout Slide, ZigZag Slide, Post Mount Steering Wheel, Sling Seat, Access Gate, 6ft Canyon Crossing with 12in Rise, Large Angled Climber, RockBlocks Deck Access Support, RockBlocks Z Supports, RockBlocks 90 Degree Walls, Tri Junction, Duplex Climber, RockBlocks End Wall, The Sky Link, Step Around and Transfer Station with Approach Step.	\$	31,605.00
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ZZXX0151	1	Spinami	\$	4,907.00
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#### Zeager

75 Cubic Yards of Certified Engineered Wood Fiber Safety Surfacing Topping Site off to 12". Price Includes Freight and Dump On Site.	\$	2,240.00
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**Notes:** Please Note that the Customer is Responsible for Offloading Equipment and Verifying Quantities and Descriptions.

		Equipment Subtotal	\$	38,752.00
		Playworld Systems SALE Discount:	\$	(12,642.00)
Playworld	Northwest Playground Equipment Discount:	NPEI 10.00%	\$	(490.70)
Zeager	Northwest Playground Equipment Discount:	NPEI 8.00%	\$	(179.20)
		Playworld Systems Freight:	\$	1,600.00
		<b>Equipment Total (less tax)</b>	<b>\$</b>	<b>27,040.10</b>

### CERTIFIED INSTALLATION

1	Installation of the Above Playworld Systems Items Including Offloading Equipment, Digging of Holes and Disposal of Dirt and Debris from Install. Price Also Includes the Spreading of EWF.	\$	17,269.00
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#### Prevailing Wage Job

Bond or CC Convenience Fee:	Installation Total:	\$	17,269.00
Location Code:	Performance Bond (If Required):	3.0%	\$ -
	Resale Certificate Required for Tax Exemption:	Tax: 8.9%	\$ 3,943.51

**ORDER TOTAL: \$ 48,252.61**

All quotes are subject to material and fuel surcharges.

### Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

TITLE

Customer Signature

Date

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.



## Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 313-9194  
Email: sales@nwplayground.com

**Project Name:** AM Cannon Park, Option 1

**Quote #** 2122021ARL2

### TERMS AND CONDITIONS

#### QUOTE CONDITIONS AND ACCEPTANCE:

*This quote is only valid for 30 days.*

Orders placed or requested for delivery after 30 days are subject to price increases.

\*\*\* (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

#### EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

#### FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

\*\*\* (Pls Initial) **Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck**

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

\*\*\* (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

#### TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

**PAYMENT TERMS:** An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

**RESTOCKING:** Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

#### MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

#### INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

### Acceptance of Terms & Conditions

*Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.*

TITLE

Customer Signature

Date

*Thank you for choosing Northwest Playground Equipment*



# LOGAN PEACE PARK TODAY

PLAY EQUIPMENT  
MISSING





new 2-12 play equipment,  
image 1



Logan Peace  
Park (Option 1)



Northwest Playground  
Equipment, Inc.

*We Work So Others Can Play*  
P.O. Box 2410 Issaquah, WA 98027  
Toll Free: 1.800.726.0031  
www.nwplayground.com  
sales@nwplayground.com

Equipment Manufacturer



POST & COMPONENT  
Light Gray  
Chartreuse

ROTOMOLD PLASTIC  
Cyan

2-COLOR PLASTIC  
Blue-Sand

ECO-ARMOR  
Brown



Logan Peace  
Park (Option 1)

NW042321-1

Sales Representative  
**Northwest Playground  
Equipment, Inc.**  
*We Work So Others Can Play*  
P.O. Box 2410 Issaquah, WA 98027  
**Toll Free: 1.800.726.0031**  
[www.nwplayground.com](http://www.nwplayground.com)  
[sales@nwplayground.com](mailto:sales@nwplayground.com)

Equipment Manufacturer  
**PLAYWORLD**  
*The world needs play.*

new 2-12 play equipment,  
image 2









## Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 313-9194  
Email: sales@nwplayground.com

Project Name: Logan Peace Park - Option 1

Quote # 04232021KAW3

### TERMS AND CONDITIONS

#### QUOTE CONDITIONS AND ACCEPTANCE:

*This quote is only valid for 30 days.*

Orders placed or requested for delivery after 30 days are subject to price increases.

\*\*\* (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

#### EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits; Davis Bacon,  
Performance/Payment Bonds  
Site work and landscaping  
Removal of existing equipment  
Storage of equipment off site  
Safety surfacing; Borders or drainage requirements  
Landscaping Repairs DUE to poor access or in climatic weather

#### FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

\*\*\* (Pls Initial) **Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck**

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

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Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

#### TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

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**RESTOCKING:** Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

#### MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

#### INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

### Acceptance of Terms & Conditions

*Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.*

Sales Weiser

Customer Signature

Date

*Thank you for choosing Northwest Playground Equipment*

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		
<b>Committee meeting date</b>	May 10, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509-625-6276	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file (OPR or policy #)</b>	OPR 2020-0285		
<b>Item title:</b> (Use exact language noted on the agenda)	LaRiviere Inc./North bank playground change order #11 (\$11,064.91 tax inclusive) from Administrative Reserve, Park Maintenance Fund, & Project Contingency.		
<b>Begin/end dates</b>	Begins: 5/13/2021    Ends: 06/30/2021 <input type="checkbox"/> Open ended		
<b>Background/history:</b> Value added improvements including: Steel cover base plates at basketball posts (Park Maintenance Funded, non-Bond) Polymeric sand at paver joints (Bond Funded) Install Owner-furnished sod (Bond Funded) Steel enclosure for backflow preventer (Bond Funded) Extended fence rental (Bond Funded)			
<b>Motion wording:</b> Move to approve LaRiviere Inc. north bank playground change order #11 for \$11,064.91 tax inclusive from administrative reserve, park maintenance funds, & project contingency.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: LaRiviere Inc. Name: Matt James    Email address: mattj@lariviere.co    Phone: 208-683-2646			
<b>Distribution:</b> Parks – Accounting    Dlarnold@spokanecity.org Parks – Pamela Clarke    PatrickMcCord@HillInt.com Requester: Berry Ellison    Matt@LaRiviere.co Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount:    Budget code: \$9,645.33 (Redevelopment Bond)    3346 49577 94000 56301 48118 \$1,419.58 (Park Maintenance Fund)    1400-54311-76810-54803			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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: 602-764-461    Business license expiration date: 7/31/2021 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT  
CHANGE ORDER NO. 11

NAME OF CONTRACTOR: LaRiviere, Inc

PROJECT TITLE: North Bank Playground

PROJECT NUMBER: 5188-19

=====

DESCRIPTION OF CHANGE:

Item 1: PCO 71 Steel cover base plates at basketball posts	\$	1,419.58
Item 2: PCO 72 Poly sand at paver joints	\$	4,518.87
Item 3: PCO 73 Install Owner-furnished sod	\$	2,391.30
Item 4: PCO 74 Guardshack enclosure for backflow preventer	\$	1,501.04
Item 5: PCO 75 Extended fence rental	\$	1,234.12

=====

**TOTAL AMOUNT: \$ 11,064.91**

<b>CONTRACT SUM (INCLUDES SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 8,454,218.46
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 1,058,829.82
CURRENT CONTRACT AMOUNT	\$ 9,513,048.28
CURRENT CHANGE ORDER (INCLUDES SALES TAX)	\$ 11,064.91
<b>REVISED CONTRACT SUM</b>	<b>\$ 9,524,113.19</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	11/16/20
CURRENT COMPLETION DATE	06/30/21
<b>REVISED COMPLETION DATE</b>	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 071 Hoop Post Covers

**Scope of change:**

Furnish and install steel cover plates at base of basketball hoops.  
To be painted black and caulked.

**RECAP OF CHANGE ORDER PRICING DETAIL**

Total Charges for Labor and Labor Burden - from page two (2)	\$558.06
Total Charges for Material - from page two (2)	\$711.85
Total Charges for Equipment - from page two (2)	\$0.00
Total Allowable Charges for Subcontractors - from page two (2)	\$0.00
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	\$1,269.91
Bond -	\$15.87
Liability Insurance -	\$13.97
Builders Risk Insurance -	\$3.81
<b>TOTAL</b>	<b>\$1,303.57</b>
Washington State Sales Tax 8.9%	\$116.02
<b>TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>	<b>\$1,419.58</b>

**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: 4/1/21

Recommended for Payment by: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Owner Approved by: \_\_\_\_\_

Date Approved: \_\_\_\_\_

LABOR			
Detailed Labor Take-off			379.12
Labor Burden	28%		106.15
Supervision	0%		0.00
Allowance For Overhead & Profit	15%		72.79
<b>TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>558.06</b>

MATERIAL			
Material from detailed material Take-off sheets			619.00
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%		92.85
<b>TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>711.85</b>

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
<b>TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>0.00</b>

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
<b>TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT</b>			<b>\$0.00</b>

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



T. LaRiviere Equipment & Excavation

FINAL

ITEM: PCO 071 Hoop Post Covers  
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
	<b>PCO 071 Hoop Post Covers</b>								
	THIS CHANGE ADDS 0 CALENDAR DAYS TO THE SCHEDULE								
	Project Manager -				\$0	N/A	N/A	N/A	N/A
	Project Superintendant -				\$0	N/A	N/A	N/A	N/A
	ADD				\$0	N/A	N/A	N/A	N/A
					\$0		\$0		\$0
Carlsons	Fabricate and paint cover plates	1	LS		\$0	594.00	\$594		\$0
	Make templates	3	HR	47.39	\$142		\$0		\$0
	Install and caulk	5	HR	47.39	\$237		\$0		\$0
	Misc fasteners and caulking	1	LS		\$0	25.00	\$25		\$0
					\$0		\$0		\$0
					\$0		\$0		\$0
					\$0		\$0		\$0
					\$0		\$0		\$0
	Subtotal Labor, Materials, and Subcontractors				\$379		\$619		\$0
	EQUIPMENT:								
				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		\$0		\$0
TOTAL					\$379		\$619		\$0



3621 E. Broadway • Spokane, WA 99202  
Office: (509) 535-4228 • FAX: (509) 535-8685

[CARLSONSHEETMETAL.COM](http://CARLSONSHEETMETAL.COM)

Date: 03-22-2020  
To: Matt N.  
Company: La Riviere  
Office: 208-683-2646  
Email: [matt@lariviere.co](mailto:matt@lariviere.co)

Project: Basketball hoop plates  
Quote: Supply 3 mounting plate systems with 1/2" steel and 1 cutout and 1 mounting plate system with 3/4" steel and 1 cutout.

We are pleased to quote on the shop fabrication and supply only of 4 mounting plate systems for basketball hoops. Painted black.

4 sets basketball hoop mounting plate systems

- Material to be 1/2" steel
- Mounting plates to finish approximately 18" x 18"
- 1 square cutout in the middle approximately 6" x 6"
- Built per customer supplied template.
- Mounting plates to be built in 2 halves.
- Mounting plates to be primed and painted black.

1 set basketball hoop mounting plate systems

- Material to be 3/4" steel
- Mounting plates to finish approximately 18" x 18"
- 1 square cutout in the middle approximately 6" x 6"
- Built per customer supplied template.
- Mounting plates to be built in 2 halves.
- Mounting plates to be primed and painted black.

Cost: \$ 594.00

Not included

- Tax
- Delivery
- Installation

Please do not hesitate to call if you have any questions.

Sincerely,  
Paul Ziegman

Professional Metal Works  
*Quote good for 30 days*

Contractor: LARIVIERE INC.

Project: North Bank Playground

PCO 072 Paver Poly Sand

**Scope of change:**

Furnish and install poly sand for all pavers.

Majority of sand already installed for pavers. Includes labor to remove sand to make room for poly sand.

**RECAP OF CHANGE ORDER PRICING DETAIL**

Total Charges for Labor and Labor Burden - from page two (2)	\$2,755.58
Total Charges for Material - from page two (2)	\$1,286.85
Total Charges for Equipment - from page two (2)	\$0.00
Total Allowable Charges for Subcontractors - from page two (2)	\$0.00
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	\$4,042.43
Bond -	\$50.53
Liability Insurance -	\$44.47
Builders Risk Insurance -	\$12.13
<b>TOTAL</b>	<b>\$4,149.56</b>
Washington State Sales Tax 8.9%	\$369.31
<b>TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>	<b>\$4,518.87</b>

**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: 4/1/21

Recommended for Payment by: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Owner Approved by: \_\_\_\_\_

Date Approved: \_\_\_\_\_

LABOR			
Detailed Labor Take-off			1872.00
Labor Burden	28%		524.16
Supervision	0%		0.00
Allowance For Overhead & Profit	15%		359.42
<b>TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>2755.58</b>

MATERIAL			
Material from detailed material Take-off sheets			1119.00
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%		167.85
<b>TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>1286.85</b>

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
<b>TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>0.00</b>

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
<b>TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT</b>			<b>\$0.00</b>

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



**FINAL**

**PROJECT:** Project: North Bank Playground

[illegible]

Contractor: LARIVIERE INC.

Project: North Bank Playground

PCO 073 Owner Furnished SOD

**Scope of change:**

Install Owner furnished SOD

Pressure wash large shelter soffit.

**RECAP OF CHANGE ORDER PRICING DETAIL**

Total Charges for Labor and Labor Burden - from page two (2)	\$2,058.68
Total Charges for Material - from page two (2)	\$0.00
Total Charges for Equipment - from page two (2)	\$80.50
Total Allowable Charges for Subcontractors - from page two (2)	\$0.00
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	\$2,139.18
Bond -	\$26.74
Liability Insurance -	\$23.53
Builders Risk Insurance -	\$6.42
<b>TOTAL</b>	<b>\$2,195.87</b>
Washington State Sales Tax 8.9%	\$195.43
<b>TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>	<b>\$2,391.30</b>

**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: 4/16/21

Recommended for Payment by: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Owner Approved by: \_\_\_\_\_

Date Approved: \_\_\_\_\_

LABOR			
Detailed Labor Take-off			1398.56
Labor Burden	28%		391.60
Supervision	0%		0.00
Allowance For Overhead & Profit	15%		268.52
<b>TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>2058.68</b>

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
<b>TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>0.00</b>

EQUIPMENT			
Equipment from detailed materials take off sheets			70.00
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%		10.50
<b>TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>80.50</b>

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
<b>TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT</b>			<b>\$0.00</b>

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

**FINAL**

PROJECT:	Project: North Bank Playground
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[illegible]



Contractor: LARIVIERE INC.

Project: North Bank Playground

PCO 074 Backflow Cover

**Scope of change:**

Furnish and install Guardshack enclosure over above ground backflow device.

**RECAP OF CHANGE ORDER PRICING DETAIL**

Total Charges for Labor and Labor Burden - from page two (2)	\$279.03
Total Charges for Material - from page two (2)	\$1,063.75
Total Charges for Equipment - from page two (2)	\$0.00
Total Allowable Charges for Subcontractors - from page two (2)	\$0.00
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	\$1,342.78
Bond -	\$16.78
Liability Insurance -	\$14.77
Builders Risk Insurance -	\$4.03
<b>TOTAL</b>	<b>\$1,378.37</b>
Washington State Sales Tax 8.9%	\$122.67
<b>TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>	<b>\$1,501.04</b>

**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: 4/26/21

Recommended for Payment by: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Owner Approved by: \_\_\_\_\_

Date Approved: \_\_\_\_\_

LABOR		
Detailed Labor Take-off		189.56
Labor Burden	28%	53.08
Supervision	0%	0.00
Allowance For Overhead & Profit	15%	36.40
<b>TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT</b>		<b>279.03</b>

MATERIAL		
Material from detailed material Take-off sheets		925.00
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%	138.75
<b>TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>		<b>1063.75</b>

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
<b>TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT</b>		<b>0.00</b>

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
<b>TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT</b>		<b>\$0.00</b>

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

**FINAL**

**PROJECT:** Project: North Bank Playground

[illegible]



# GUARDSHACK™

Enclosures That Work Beautifully

## SMALL ENCLOSURES

### PIONEERING BEAUTIFUL DESIGN

The original GuardShack™ line of enclosures has been manufactured in the USA since 1995. Its signature rounded design, provides superior strength and safety without any sharp corners. Our pioneering, beautiful design, is safe for children and pedestrians. They come in Lift-Off and Hinged Models



### CONSTRUCTION

Our rugged construction deters vandalism and theft of your backflow, air vacuum or other valuable devices. The GuardShack series is always constructed of strong 1-1/4" Schedule 40 pipe & 1/2" #13 gauge expanded metal. They are meticulously welded every 4 inches and exceeds ASSE Structural Strength Standards.

### LASTING DURABILITY

These enclosures are professionally cleaned and powder coated to exacting standards for lasting durability, in environmentally friendly premium finishes.

Standard colors for these models are in high gloss Woodland Tan & Forest Green which were selected to blend into most any landscaping.

Custom colors are available

### SECURITY AND HARDWARE

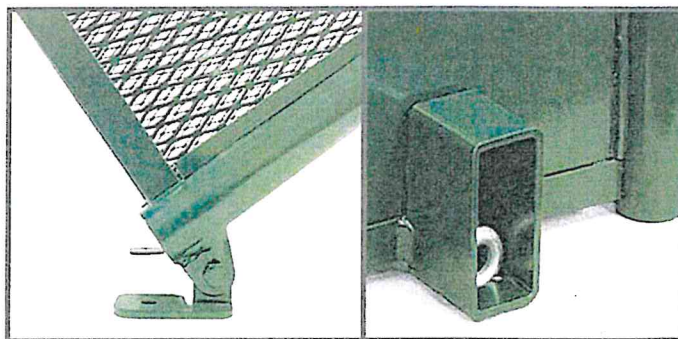
For added security, these cages come standard with LockShield™ Brackets which protect the locks against bolt cutters.

Installation hardware is included for wet concrete installation (lift off models) or dry concrete installation (hinged models) and for use with our Pre-Fab EncPad™ Enclosure Pads.

Our hardware kits include upgraded Forged Hot Dipped Galvanized Eyebolts for added theft resistance.



GS-3 Model  
Hinged To Mitigate Weight



Our custom made heavy duty hinges are cut from 3/16" steel plate and utilize a stainless steel bolt to prevent from rusting.

Lock Shield Brackets rest flush on the concrete to protect the forged eyebolts and padlocks against bolt cutters.

1-800-266-5411

[www.GuardShackEnclosures.com](http://www.GuardShackEnclosures.com)





H550-HAYDEN-HDI  
1849 W HAYDEN AVE  
HAYDEN, ID 83835-7411  
Phone 208-762-3399  
Fax 208-762-3398

## Quotation

THIS IS NOT AN INVOICE

QUOTE #	3P027775
LOCATION	H560
DATE	04/23/21
PAGE	1 of 1

### BILL TO

047389  
T LARIVIERE EQUIPMENT & EXCAVAT  
17564 N DYLAN CT  
RATHDRUM, ID 83858-8328  
Phone 208-683-2646  
Fax 208-683-0793

### SHIP TO

NORTHBANK PLAYGROUND RIVERE  
809 N WASHINGTON ST  
SPOKANE, WA 99201-2233  
Fax 208-683-0793

QUOTE DATE 04/23/21	EXPIRE DATE 05/23/21	REQUIRED DATE	REFERENCE NUMBER ENCLOSURES	PAYMENT TERMS SECURED NET 60
WRITTEN BY S JOHN MEYER(H560)			CONTACT TIM	SHIP VIA OUR TRUCK
FREIGHT TERMS IN/OUTBOUND			JOB NUMBER NORTHBANK	SALES REP H550/

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
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BAC-58-1018 GS4-GREEN GUARDSHACK 30X16X46 GREEN ENCLOSURE	1	790.00	EA	790.00
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MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
NORTHBANK PLAYGROUND RIVERE 809 N WASHINGTON QTE 3P022311			Accepted: By: _____ Date: _____		

Contractor: LARIVIERE INC.

Project: North Bank Playground

PCO 075 Fence Rental

**Scope of change:**

Extend perimeter fence rental for grand opening.

**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)	\$1,104.00
Total Charges for Equipment - from page two (2)	\$0.00
Total Allowable Charges for Subcontractors - from page two (2)	\$0.00
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	\$1,104.00
Bond -	\$13.80
Liability Insurance -	\$12.14
Builders Risk Insurance -	\$3.31
<b>TOTAL</b>	<b>\$1,133.26</b>
Washington State Sales Tax 8.9%	\$100.86
<b>TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>	<b>\$1,234.12</b>

**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: 4/29/21

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
<b>TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT</b>		<b>0.00</b>

MATERIAL		
Material from detailed material Take-off sheets		960.00
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%	144.00
<b>TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>		<b>1104.00</b>

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
<b>TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT</b>		<b>0.00</b>

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
<b>TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT</b>		<b>\$0.00</b>

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

**FINAL**

[illegible]



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park Committee		
<b>Committee meeting date</b>	May 10, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509-625-6276	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2016-0322		
<b>Item title:</b> (Use exact language noted on the agenda)	Hill International amendment #11/Park-wide north bank construction management support (\$4,100, no tax)		
<b>Begin/end dates</b>	Begins: 5/13/2021	Ends: 8/31/2021	<input type="checkbox"/> Open ended
<b>Background/history:</b> Hill International amendment to offer additional construction management services for north bank playground within Riverfront Park due to unforeseen elongated construction schedule.			
<b>Motion wording:</b> Move to approve Hill International amendment #11 for north bank construction management support in the amount of \$4,100. This is a non-taxable service.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Hill International Name: Matt Walker    Email address: MatthewWalker@hillintl.com    Phone: 509-570-0931			
<b>Distribution:</b> Parks – Accounting    DebbieSelzer@hillintl.com Parks – Pamela Clarke    PatrickMcCord@hillintl.com Requester: bellison@spokanecity.org    MatthewWalker@hillintl.com Grant Management Department/Name:    dlarnold@spokanecity.org			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$4,100.00    Budget code: 3346 49577 94000 56222 99999			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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: 602654273    Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

**HILL**  
**Hill International**

Hill International, Inc.  
Lincoln Plaza  
818 W. Riverside Avenue  
Suite 400  
Spokane, WA 99201  
Tel: 509-747-8030  
[www.hillintl.com](http://www.hillintl.com)

April 13, 2021

Berry Ellison, PLA  
Riverfront Park Redevelopment Manager  
City of Spokane Parks and Recreation  
808 W Spokane Falls Blvd.  
Spokane, WA 99201

**Subject: Riverfront Park – Project Management**

**Re: Amendment Eleven – Fee increase for North Bank Playground Completion**

Dear Mr. Ellison:

Hill International, Inc. (Hill) is requesting this not-to-exceed fee amendment of \$4,100 to cover Construction Management Services related the North Bank Playground project completion.

Please call me or Matt Walker (509-220-9646) if you have any questions. We look forward to continue working with you on the completion of this project.

Sincerely,

**Hill International, Inc.**



Gregory Heinz  
Vice President

Cc:  
Matt Walker, Hill  
Patrick McCord, Hill  
Debbie Selzer, Hill

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park Committee		
<b>Committee meeting date</b>	May 10, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 625-6276	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2021-0098		
<b>Item title:</b> (Use exact language noted on the agenda)	RIXIR change order #1/Providence Playscape (\$4,924.25, plus tax) from Providence Playscape Budget		
<b>Begin/end dates</b>	Begins: 05/13/2021	Ends: 07/31/2021	<input type="checkbox"/> Open ended
<b>Background/history:</b> Value added improvements including: Added Reinforcement for Stability Added Riverfront "Brand Band" Added Concrete Base Added Aluminum Donor Name & Logo			
<b>Motion wording:</b> Move to approve RIXIR change order #1 for work on the Providence Playscape in the amount of \$4,924.25, plus tax, from Providence Playscape budget			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Vance Wells    Email address: vance@rixirsystems.com    Phone: (360) 687-8550			
<b>Distribution:</b> Parks – Accounting    Dlarnold@spokanecity.org Parks – Pamela Clarke    fdickson@spokanecity.org Requester: Berry Ellison    ed@spokaneparksfoundation.org Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$4,924.25 (plus tax)    Budget code: 1950 54920 94000 56414			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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: 603 337 324    Business license expiration date: 1/31/22 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT  
CHANGE ORDER NO.

NAME OF CONTRACTOR:

PROJECT TITLE:

CITY CLERK CONTRACT NUMBER:

=====

DESCRIPTION OF CHANGE:

AMOUNT

Item 1:

\$

Item 2:

\$

Item 3:

\$

Item 4:

\$

Item 5:

\$

=====

**TOTAL AMOUNT:**     \$

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$
CURRENT CONTRACT AMOUNT	\$
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$
<b>REVISED CONTRACT SUM</b>	\$

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	
CURRENT COMPLETION DATE	
<b>REVISED COMPLETION DATE</b>	

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

City Approval: \_\_\_\_\_

Date: \_\_\_\_\_

City Clerk Attest: \_\_\_\_\_

Date: \_\_\_\_\_

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

Attorney





OR CCB 205547  
WA CCL RIXIRSL831DS

## CHANGE REQUEST PROPOSAL

Project Name : Providence Play Ground\_Spokane, WA

Date : 04/16/2020

Project Number : N/A

CR # : **CR-01**

Contractor : RIXIR Systems

CR Description : Revised Scope

CR Origination : N/A

Status : Submitted

Contractor Number : N/A E-mail : N/A

Submitted To : --

---

### Notice to Proceed

### Quotation

Submitted Date : N/A

Submitted Date : 01/27/2021

Received Date :

Due Date : 02/05/2021

Submitted Amount : \$ 1,250.00

Per. RCW 39.04.360, all approved additional work that is not included on an owner change order within 30 days of the date the Work is completed shall accrue interest on that work. If the amount of the additional work is disputed, interest shall accrue on The full amount not in dispute, Such interest shall be at 1% per. month.  
Pricing on this change request is valid for 30 days.

---

### Details

--- See Page No.02 for Details..

Total Value: \$ 1,250.00

---

### Approvals

Customer : --

Contractor : RIXIR Systems

By :

By : Vance Wells

Date :

Date : 01/27/2021

REVISED SCOPE OF WORK

SCOPE OF WORK	VALUE
1. 3/8" CUSTOM SHEARED/BENT STEEL ANGLE	\$ 1,200.00
2. 3/4" THICKNESS SOLID ALUMINUM BOTTOM ACCENT BAR	\$ 300.00
3. DEDUCT - BOTTOM "PROVIDENCE" LOGO	(\$ 250.00)

PRODUCT: \$ 1,500.00

DEDUCT: (\$ 250.00)

TOTAL: \$ 1,250.00



OR CCB 205547  
WA CCL RIXIRSL831DS

## CHANGE REQUEST PROPOSAL

Project Name : Providence Play Ground\_Spokane, WA

Date : 02/17/2021

Project Number : N/A

CR # : **CR-02**

Contractor : RIXIR Systems

CR Description : Revised Scope

CR Origination : N/A

Status : Submitted

Contractor Number : N/A E-mail : N/A

Submitted To : --

---

### Notice to Proceed

### Quotation

Submitted Date : N/A

Submitted Date : 02/17/2021

Received Date :

Due Date : 02/27/2021

Submitted Amount : \$ 3,674.25

Per. RCW 39.04.360, all approved additional work that is not included on an owner change order within 30 days of the date the Work is completed shall accrue interest on that work. If the amount of the additional work is disputed, interest shall accrue on The full amount not in dispute, Such interest shall be at 1% per. month.  
Pricing on this change request is valid for 30 days.

---

### Details

--- See Page No.02 for Details..

Total Value: \$ 3,674.25

---

### Approvals

Customer : --

Contractor : RIXIR Systems

By :

By : Vance Wells

Date :

Date : 02/17/2021

REVISED SCOPE OF WORK

SCOPE OF WORK	VALUE
1. Additional Concrete Scope	\$ 2,220.00
<ul style="list-style-type: none"><li>- Rebar</li><li>- Forms</li><li>- 8" Width from 6"</li><li>- Concrete Product</li><li>- Wider footing to account for additional height.</li><li>- Labor</li></ul>	
2. BOTTOM "PROVIDENCE" LOGO Add Scope back in from CR-01	\$ 250.00
3. Additional Scope of Work for bottom Providence Logo	\$ 225.00
<ul style="list-style-type: none"><li>- ¼" Solid Aluminum in Lieu of ¼" ACM</li><li>- Larger Logo Than per plan</li><li>- ½" Stand-offs</li></ul>	
4. Revise Dimensional Text to Solid ¼" Aluminum in lieu of ¼" ACM	\$ 400.00
5. Additional Design	\$ 75.00

PRODUCT:	\$ 3,195.00
OH&P_15%	\$ 479.25
TOTAL:	\$ 3,674.25



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		
<b>Committee meeting date</b>	May 10, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 625-6276	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2020-0173		
<b>Item title:</b> (Use exact language noted on the agenda)	Bacon Concrete/West Havermale change order #6 (\$107,206.54, tax inclusive) from Administrative Reserve, Park Maintenance Fund, & Project Contingency.		
<b>Begin/end dates</b>	Begins: 05/01/2021	Ends: 06/30/2021	<input type="checkbox"/> Open ended
<b>Background/history:</b> Value added improvements including: Add Restroom Breaker for Site Power (Bond Funded) Add Pressure Reducing Valve in Restroom (Providence Funded, Non-Bond) Additional Days for ADA Portable Toilet & Sink (Bond Funded) Add Riprap at Lower Swales (Bond Funded) Add Bollard in O&M Yard AND Add Safety Chain Railing Around Dumpster Area (Bond Funded) Add Rock Wall Around Pine Tree AND Add Irrigation Soil Sensors (Bond Funded) Add Stepwell Installation (Bond Funded)			
<b>Motion wording:</b> Move to approve Bacon Concrete West Havermale change order #6 for \$107,206.54 tax inclusive from project contingency and Providence Playscape budget.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Greg Bacon    Email address: greg@baconconcrete.com    Phone: (509) 924-3900			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name:			
Dlarnold@spokanecity.org			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount:    Budget code: \$295.76 (including tax)    1950 54920 94000 56414 \$106,910.78 (including tax)    3346 49574 94000 56520 48117			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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: 601 398 658    Business license expiration date: 6/30/21 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT  
CHANGE ORDER NO. 6**

NAME OF CONTRACTOR: Bacon Concrete, Inc.

PROJECT TITLE: West Havermale Playground

CITY CLERK CONTRACT NUMBER: OPR 2020-0173

DESCRIPTION OF CHANGE:	AMOUNT
Item 1: PCO #21 Add Restroom Breaker for Site Power	\$ 347.00
Item 2: PCO #22 Add Pressure Reducing Valve in Restroom (non-bond)	\$ 271.59
Item 3: PCO #23 Additional Days for ADA Portolet & Double Sink	\$ 1,539.08
Item 4: PCO #24 Add Riprap at Lower Swale	\$ 4,640.00
Item 5: PCO #25 Add Riprap at Lower Swale NW Corner	\$ 385.00
Item 6: PCO #26 Add Bollard in O&M Yard	\$ 680.00
Item 7: PCO #27 Add Safety Chain Railing Around Dumpster Area	\$ 3,250.00
Item 8: PCO #28 Add Rock Wall Around Pine Tree	\$ 4,260.00
Item 9: PCO #29 Add Soil Sensors	\$ 2,016.00
Item 10: PCO #30 Add Stepwell Installation	\$ 81,056.27

**TOTAL AMOUNT: \$98,444.94**

<b>CONTRACT SUM (EXCLUDES SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 1,814,450.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 99,968.61
CURRENT CONTRACT AMOUNT	\$ 1,914,418.61
CURRENT CHANGE ORDER	\$ 98,444.94
<b>REVISED CONTRACT SUM (EXCLUDES SALES TAX)</b>	<b>\$ 2,012,863.55</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	12/31/2020
CURRENT COMPLETION DATE	04/30/2021
<b>REVISED COMPLETION DATE</b>	<b>07/31/2021</b>

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

City Approval: \_\_\_\_\_ Date: \_\_\_\_\_

City Clerk Attest: \_\_\_\_\_ Date: \_\_\_\_\_

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

Attorney





## Change Order

Contract Number 2020-0173	Contract Title West Havermale Project - Riverfront Park	Federal Aid Number
Change Order Number 21	Change Description Restroom Breaker	Date 12/07/20
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

\$ 309.82 > Colvico, Inc.  
37.18 > Bacon Concrete, Inc. (12% Markup)  
\$ 347.00 > Subtotal  
30.88 > Tax (8.9%)  
\$ 377.88 > Total

Verbal Approval Given By	Verbal Approval Date	Working Days +/-
--------------------------	----------------------	------------------

Original Contract Amount \$1,975,936.05	Current Contract Amount \$2,084,801.87	Est. Net Change This C.O. \$377.88	Est. Contract Amount \$2,085,179.75
--	---	---------------------------------------	--

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



2812 N. Pittsburg  
Spokane, WA 99207

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

---

Date: November 12, 2020  
Attention: Bacon Concrete  
Reference: Riverfront Park – West Havermale Project  
Subject: Restroom Breaker  
Lump Sum Pricing: \$309.82

The following is a summary of our Scope of Work:

**Included:**

-supply and install of 2 pole, 100 amp breaker

**Excluded:**

-excavation, backfill and compaction  
-sales tax  
-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](mailto:terry@colvicoinc.com)

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

<b>JOB NAME:</b>					
Restroom Breaker					
<b>ITEM</b>	<b>QTY.</b>	<b>UNIT PR.</b>	<b>EXT. PR.</b>	<b>LABOR UI</b>	<b>EXT. LAB</b>
2P-100 amp breaker	1	\$ 68.18	\$ 68.18	2	2
			\$ -		0
truck time	2	\$ 25.00	\$ 50.00	0	0
<b>MATERIAL TOTALS</b>			\$ 118.18		
<b>LABOR TOTAL HOURS</b>					2
<b>local #</b>					
<b>LABOR \$ PER HOUR</b>					70
<b>LABOR TOTAL</b>			\$ 140.00		
<b>TAX</b>					
<b>SUB TOTALS</b>			\$ 258.18		
<b>O&amp;P</b>			\$ 51.64		
<b>JOB TOTAL</b>			\$ 309.82		
<b>BID BOND 2%</b>			\$ -		
			\$ 309.82		



# Change Order

Contract Number 2020-0173	Contract Title West Havermale Project - Riverfront Park	Federal Aid Number
Change Order Number 22	Change Description Install Pressure Reducing Valve in CXT	Date 03/29/21
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

\$ 175.00 > Plumb Loco, Inc.  
67.49 > Pressure Reducing Valve (Consolidated Supply Co.)  
 \$ 242.49 > Subtotal  
29.10 > Bacon Concrete, Inc. (12% Markup)  
 \$ 271.59 > Subtotal  
24.17 > Tax (8.9%)  
 \$ 295.76 > Total

Verbal Approval Given By		Verbal Approval Date	Working Days +/-
Original Contract Amount \$1,975,936.05	Current Contract Amount \$2,084,801.87	Est. Net Change This C.O. \$295.76	Est. Contract Amount \$2,085,097.63

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



Consolidated Supply Co.  
P.O. Box 5788  
Portland, OR 97228

# INVOICE

INVOICE DATE	INVOICE NUMBER
02/01/21	S010138846.001
PLEASE REMIT PAYMENT TO:	
CONSOLIDATED SUPPLY PO BOX 5788 PORTLAND OR 97228-5788	

QUESTIONS ON THIS INVOICE  
509-891-9911

## SHIP TO:

BACON CONCRETE INC  
16510 N BRANNON LN  
SPOKANE WA 99208

BACON CONCRETE INC  
16510 N BRANNON LN  
SPOKANE WA 99208

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY	SALESPERSON		HOME BRANCH	
285585	havermill	rob	Gregg Larson - Spokane		16	
ORDER_WRITER		SHIP VIA	SHIP DATE		ORDER DATE	SHIP BRANCH
Tomas Morgan - Spokane		WCP PAPER NO RF	02/01/21		02/01/21	16
DESCRIPTION		ITEM NUMBER	SHIP QTY	U/M	NET UNIT PRC	NET AMOUNT
LEGEND 111-335NL 1" PRESSURE REGULATOR FIP X UNION IPS		1165290	1	ea	67.486	67.49
<div>Haver mill</div> <div><b>AID</b> 626647 020421</div>						

Invoice is due by 03/31/21.

2/1/2021 S010138846.001

Rob

rob

<b>SUBTOTAL</b>	67.49
<b>FREIGHT</b>	
<b>SALES TAX</b>	0.00
<b>AMOUNT DUE</b>	67.49



**Plumb Loco, Inc.**  
P.O. Box 409 Colbert, WA 99005  
Cell: 710-2800

Date 3-17 2021

To Guy Bacon Ph \_\_\_\_\_

Address Hawesmale

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

DATE	DESCRIPTION	BALANCE
	Down town - River	
	Front Park Bathroom	
	install a pressure	
	reducing valve -	
	Service Call -	
	Trip charge -	\$75.00
	Labor - 1 hr @	
	\$100.00/hr	\$100.00
	Sub Total	\$175.00
	Tax @ 8.9% ?	
	\$15.58	\$15.58
	<del>DELETE</del>	
	<del>IF NEED TO</del>	
	TOTAL MATERIAL	
	TOTAL LABOR	
	TAX	
	TOTAL AMOUNT	
	PAY LAST AMOUNT IN BALANCE COLUMN	

1 1/2% Carrying charge if not paid  
within 30 days of purchase.  
No more than 18% per year.

**STATEMENT**

PLUMBLI945MK





## Change Order

Contract Number 2020-0173	Contract Title West Havermale Project - Riverfront Park	Federal Aid Number
Change Order Number 23	Change Description Additional Days of ADA Portolet & Double Sink Rental	Date 03/29/21
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

\$ 1,374.18 > ADA Portolet & Double Sink Rental: 12/01/20-02/12/21 (74 days @ \$18.57/day)  
164.90 > Bacon Concrete, Inc. (12% Markup)  
\$ 1,539.08 > Subtotal  
136.98 > Tax (8.9%)  
\$ 1,676.06 > Total

Verbal Approval Given By		Verbal Approval Date	Working Days +/-
Original Contract Amount \$1,975,936.05	Current Contract Amount \$2,084,801.87	Est. Net Change This C.O. \$1,676.06	Est. Contract Amount \$2,086,477.93

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

# Change Order

Contract Number 2020-0173	Contract Title West Havermale Project - Riverfront Park	Federal Aid Number
Change Order Number 24	Change Description Lower Swale Rip Rap	Date 03/29/21
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

\$ 4,640.00 > Lower Swale, East of Bridge: Remove plants & place 4" - 8" of riprap in lower swale (raise logs & rocks, as needed) to top of outfall pipe; and armor edges.

412.96 > Tax (8.9%)

\$ 5,052.96 > Total

Verbal Approval Given By		Verbal Approval Date	Working Days +/-
Original Contract Amount \$1,975,936.05	Current Contract Amount \$2,084,801.87	Est. Net Change This C.O. \$5,052.96	Est. Contract Amount \$2,089,854.83

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	



# Change Order

Contract Number 2020-0173	Contract Title West Havermale Project - Riverfront Park	Federal Aid Number
Change Order Number 25	Change Description Lower Swale Armor NW Corner	Date 03/29/21
Prime Contractor / Design-Builder Bacon Concrete, Inc.		

<input checked="" type="checkbox"/> Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications
<input type="checkbox"/> Change proposed by Contractor / Design-Builder

Change Description
\$ 385.00 > Lower Swale, West of Bridge: Armor northwest corner of swale, as per walk through on 03/19/21.
<u>34.27 &gt; Tax (8.9%)</u>
\$ 419.27 > Total

Verbal Approval Given By	Verbal Approval Date	Working Days +/-
--------------------------	----------------------	------------------

Original Contract Amount \$1,975,936.05	Current Contract Amount \$2,084,801.87	Est. Net Change This C.O. \$419.27	Est. Contract Amount \$2,085,221.14
--	---	---------------------------------------	--

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



# Change Order

Contract Number 2020-0173	Contract Title West Havermale Project - Riverfront Park	Federal Aid Number
Change Order Number 26	Change Description Install Bollard in O&M Yard	Date 03/29/21
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

\$ 680.00 > Install bollard in front of electrical panel in O&M Yard; 6" with round top.

60.52 > Tax (8.9%)

\$ 740.52 > Total

Verbal Approval Given By	Verbal Approval Date	Working Days +/-
--------------------------	----------------------	------------------

Original Contract Amount \$1,975,936.05	Current Contract Amount \$2,084,801.87	Est. Net Change This C.O. \$740.52	Est. Contract Amount \$2,085,542.39
--	---	---------------------------------------	--

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



## Change Order

Contract Number 2020-0173	Contract Title West Havermale Project - Riverfront Park	Federal Aid Number
Change Order Number 27	Change Description Safety Chain Railing Around Dumpster Area	Date 03/29/21
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

\$ 3,250.00 > Install safety chain railing around dumpster area; 51 LF, 2 rows galvanized chains; 13 - 2" post painted Safety Yellow, cored into top of wall.

289.25 > Tax (8.9%)

\$ 3,539.25 > Total

Verbal Approval Given By		Verbal Approval Date	Working Days +/-
Original Contract Amount \$1,975,936.05	Current Contract Amount \$2,084,801.87	Est. Net Change This C.O. \$3,539.25	Est. Contract Amount \$2,088,341.12

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	



## Change Order

Contract Number 2020-0173	Contract Title West Havermale Project - Riverfront Park	Federal Aid Number
Change Order Number 28	Change Description Rock Wall Around Pine Tree	Date 03/29/21
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

\$ 4,260.00 > Install rock wall around south side of pine tree as per request by Urban Forestry.

379.14 > Tax (8.9%)

\$ 4,639.14 > Total

Verbal Approval Given By		Verbal Approval Date	Working Days +/-
Original Contract Amount \$1,975,936.05	Current Contract Amount \$2,084,801.87	Est. Net Change This C.O. \$4,639.14	Est. Contract Amount \$2,089,441.01

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	





## Change Order

Contract Number 2020-0173	Contract Title West Havermale Project - Riverfront Park	Federal Aid Number
Change Order Number 29	Change Description Soil Sensors	Date 03/30/21
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

\$ 1,800.00 > Joy Landscape & Dirtworks, Inc. (4: Soil Sensors)

216.00 > Bacon Concrete, Inc. (12% Markup)

\$ 2,016.00 > Subtotal

179.42 > Tax (8.9%)

\$ 2,195.42 > Total

Verbal Approval Given By	Verbal Approval Date	Working Days +/-
--------------------------	----------------------	------------------

Original Contract Amount \$1,975,936.05	Current Contract Amount \$2,084,801.87	Est. Net Change This C.O. \$2,195.42	Est. Contract Amount \$2,086,997.29
--	---	---	--

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

# ***BACON CONCRETE, INC.***

BID PROPOSAL  
**STEPWELL INSTALLATION**  
West Havermale - Riverfront Park  
#2020-0173  
April 19, 2021

**Quarra Stone Company, LLC:**

Lodging, Supplies, & Travel	\$67,071.67
Quarra Subtotal	\$67,071.67

if needed. 120vac  
avail onsite

**Equipment (Supplied by Bacon Concrete, Inc.):**

Fork Lift (per month)	\$3,000.00
Gas-Powered Generator (per month)	500.00
Locked Shipping Container (duration)	1,800.00
Equipment Subtotal	\$5,300.00

Subtotal	\$72,371.67
Bacon Concrete, Inc. (12% Markup)	8,684.60
Subtotal	\$81,056.27

Use Quarra Truck

**Unknowns:**

Jobsite Truck Rental	Cost + 12%
Jobsite Protection (Steel Plates)	Cost + 12%
Scaffolding	Cost + 12%

Plywood

plus tax =  
\$88,270.28

Please Note: The \$14,000.00 remaining in the original Schedule of Values designated as "Extra Labor for Stepwell Installation" will go toward: Bacon Concrete's labor costs, unloading/loading Stepwell pieces, landscape repair, all shoring & safety, additional fence rental, gravel to finish grading pathway, and clean up. Anything above the \$14,000.00 (unforeseen expenses) will be billed at Cost + 12%.

	<u>Duration</u>	<u>Unit</u>	<u>Rate</u>	<u>Unit</u>	<u>Ext. Price</u>
EQUIPMENT					
Variable Reach Propane Fork Lift	4.0	Wk	1000	wk	\$4,000.00
Jobsite Truck Rental	4.0	Wk	750	wk	\$3,000.00
Jobsite Protection (Steel Plates)					\$7,500.00
Diesel Generator	4.0	Wk	450	wk	\$1,800.00
Locked Shipping Container					\$4,000.00
EQUIPMENT SUBTOTAL					\$20,300.00

BACON SCOPE

LODGING					
Room and Board (Hotel)	4.0	Wk	2940	wk	\$11,760.00 \$140 per night/ 3 people
Room and Board (AirBnb)	1.0	Month	4000	Month	\$4,000.00 3 bedroom
LODGING SUBTOTAL					\$4,000.00

SUPPLIES					
Rigging (Straps, Spreaders, Bars)					\$3,500.00
Epoxy to Fill Pockets in Glulam					\$3,500.00 * TO BE CONFIRMED
Misc Hardware					\$2,000.00
Misc Metals					\$2,000.00
Korolath Bearing Shims					\$750.00
SUPPLIES SUBTOTAL					\$11,750.00

QUARRA SCOPE

TRAVEL					
3 round trip flights	3		350		\$1,050.00
Additional flights - Swapping of lead,	3		350		\$1,050.00
Driving - To Spokane from Madison	2	0.575	1625	mi	\$1,868.75
Driving - On Location	4.0	0.575	150	mi/week	\$345.00
SUPPLIES SUBTOTAL					\$4,313.75

Installation Totals							COST	w/ MU	25.0000%
Lodging + Travel + Supplies Only [Bacon to supply equipment]							\$20,063.75	\$26,751.67	
Labor (3 @ \$95/HR)			4.0	wk	\$	7,560 per wk	\$30,240.00	\$40,320.00	
Total Installation							\$50,303.75	\$67,071.67	

Installation Duration	Item	Unit	Rate	Unit	Ext. Duration	Unit
Job Site Setup / Teardown		1 Days				1 Days
Knife Plates	16	Pcs		8 Pcs/Day		2 Days
Wood Installation						
Side A	54	Pcs	3.85	Pcs/Day		14 Days
Side B	54	Pcs	3.85	Pcs/Day		14 Days
Ring Beam + Top Layer	8	Pcs		2 Pcs/Day		4 Days
Guardrail	1		0.5	Pcs/Day		2 Days
Wood Plugs + Touchup				Pins/Day		4 Days
2 general labor (Dylan, Other?) + 1 lead (Brian, Alex, Poyao)	3	NUM OF PEOPLE				
	63	Labor Rate - \$/hr				



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance		
<b>Committee meeting date</b>	May 11, 2021		
<b>Requester</b>	Fianna Dickson	<b>Phone number:</b> 625-6297	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Desautel Hege contract for marketing and advertising services (not to exceed \$150,000/year, no tax)		
<b>Begin/end dates</b>	Begins: 05/13/2021	Ends: 05/13/2024	<input type="checkbox"/> Open ended
<b>Background/history:</b> Parks and Recreation traditionally contracts with an agency to guide advertising buys and marketing campaigns. Through a competitive "Request for Proposals" process, DH was selected by a committee of seven division staff members. This contract, written by City legal, would utilize DH's services for 3 years, with two 1-year extension options.			
<b>Motion wording:</b> Approve the contract for marketing and advertising services with DH in an annual amount not to exceed \$150,000.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Fianna Dickson Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ \$110,000/year    1400-30210-76120-54451-99999 \$40,000/year    4600-30210-76611-54451-99999			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601 980 540    Business license expiration date: 9/30/21 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



**City of Spokane Parks  
And Recreation Department**

**PERSONAL SERVICE AGREEMENT**

**Title: PARKS AND RECREATION MARKETING,  
COMMUNICATION, & ADVERTISING SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **DESAUTEL HEGE**, whose address is 315 West Riverside Avenue, Suite 200, Spokane, Washington, 99201 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE.**

The Firm shall provide non-exclusive Marketing, Communication and Advertising Services to the City of Spokane Parks and Recreation Department, in accordance with the Information Request for Proposals No. 5390-21 Issues by the City and the Firm's Proposal dated March 15, 2021, which is attached as Exhibit B. In the event of a conflict between the Firm's Proposal and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on May 13, 2021, and shall run through May 13, 2024, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed two (2) additional one year contract periods.

**3. COMPENSATION / PAYMENT.**

Total compensation for Firm's services under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO.100 DOLLARS (\$150,000.00), per year**, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**4. TAXES, FEES AND LICENSES.**

A. Firm shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this

Agreement. It is the Firm's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **5. 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 Firm shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Firm 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.

#### **6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm 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.

#### **7. INDEMNIFICATION.**

The Firm 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 Firm's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm 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 Firm'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 Firm, its agents or employees. The Firm specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Firm 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.

#### **8. INSURANCE.**

During the period of the Agreement, the Firm 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 Title 48 RCW:

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



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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm 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 Firm'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 Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **9. DEBARMENT AND SUSPENSION.**

The Firm 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.

#### **10. AUDIT.**

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

#### **11. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **12. TERMINATION.**

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

**13. STANDARD OF PERFORMANCE.**

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

**14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Firm shall be safeguarded by the Firm. The Firm shall make such data, documents and files available to the City upon the City's request. If the City's use of the Firm's records or data is not related to this project, it shall be without liability or legal exposure to the Firm.

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).

**15. ANTI KICK-BACK.**

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

**16. MISCELLANEOUS PROVISIONS.**

A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Firm, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Firm shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Firm after the time the same shall have become due nor payment to the Firm 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 Firm. If conflict occurs between Agreement documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

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

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

**DESAUTEL HEGE**

**CITY OF SPOKANE PARKS AND  
RECREATION DEPARTMENT**

By Michelle Hegel 4/20/21  
Signature Date

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

Michelle Hegel  
Type or Print Name

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

CEO  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Exhibit A – Certificate Regarding debarment  
Exhibit B – Firm's March 15, 2021 Proposal

21-064a



## 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.

<p><u>DH</u></p> <p>Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p><u>Parks+Rec. marketing, communication + advertising services</u></p> <p>Program Title (Type or Print)</p>
<p><u>Michelle Hege</u></p> <p>Name of Certifying Official (Type or Print)</p>	<p><u>Michelle Hege</u></p> <p>Signature</p>
<p><u>CEO</u></p> <p>Title of Certifying Official (Type or Print)</p>	<p><u>4/22/21</u></p> <p>Date (Type or Print)</p>

## EXHIBIT B



### ADDENDUM

This Addendum is made to the Services Agreement between City of Spokane Parks and Recreation as "Client" and Desautel Hege Communications, Inc as "Agency" dated \_\_\_\_\_ ("Agreement") to which that Addendum is attached and specifically made a part hereof.

The foregoing Agreement shall specifically include the Standard Terms and Conditions set forth as Exhibit C attached hereafter, as if fully set forth in said Agreement. If any Terms in Exhibit C are different than those set forth in the Agreement, the Agreement shall prevail.

Dated this 27<sup>th</sup> day of April, 2021.

Client:

\_\_\_\_\_

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

Agency:

Desautel Hege Communications, Inc.

By: Michelle Hege  
Its: CEO





## Exhibit C Standard Terms and Conditions

The following terms and conditions shall apply to all Agreements to Provide Services, except as specifically noted:

**Fee Compensation.** Fees generally include hourly charges for ongoing services rendered by Agency personnel at Agency's standard hourly billing rates that may be adjusted from time to time by Agency, but not more frequently than annually. Fees are based on time worked, multiplied by hourly rates over the period services are performed. Agency charges for all time devoted to Client services and include, but not limited to: meetings and telephone conferences with Client and others relevant to projects; correspondence; travel time; and internal Agency meetings are discussions related to client work. Agency and Client agree to review and adjust fees on a regular basis, and at least annually.

**Technology Fee.** In addition to the above charges and fees, a Technology Fee of eight percent (8%) shall be added to all fees and services based on hourly rates to cover internal expenses incurred on Client's behalf (i.e. subscriptions to Cision, online media intelligence and insights, STRATA, cross-media database and buying resources, maintaining mobile communication for 24/7 client service, local travel, and overnight delivery fees etc.).

**Non-Fee Compensation.** Agency shall be compensated on a project basis for any services provided on a fixed fee or other non-fee compensation basis that Client approves.

**Invoices.** Agency shall prepare and issue all non-media invoices monthly for services provided in the previous calendar month, unless Client has agreed to be invoiced in advance, for a flat fee or on another basis.

**Billing Policies.** Unless Client objects to any invoice by written notice to Agency within 30 days after the invoice date, the invoice shall be final and binding on Client. Standard payment terms are net 30 days. Applicable taxes will be charged on all invoices unless Client files an appropriately completed tax-exempt certificate with Agency. A convenience charge of 3.75% shall be added to any charges paid with credit card. In the event of Client's delinquency in payment or other impairment of Client's creditworthiness, Agency may change the terms of payment. Delinquent balances shall be assessed an interest charge of 1½% per month. Agency shall be entitled to recover fees and costs incurred in collecting delinquencies in payment, including attorney fees.

**Media Billing.** Agency will bill Client for time and space once media is placed and invoiced by media outlets. Payment to Agency is required within 30 days to ensure media outlets are paid in a timely manner.

**Media Cancellations.** In the event of a cancellation after media authorization is signed and media is placed, Agency will charge and invoice client the standard 15% (traditional) commission or 20% (digital) commission to cover Agency time and costs. If client notifies Agency with less than two business days before media is scheduled to run, client will be responsible for any media that runs before cancellation takes effect.



**Sequential Liability.** In placing Client's advertising with various media, Agency may contract with such media on the basis of "sequential liability" pursuant to which Agency will be solely liable for payment to the extent that proceeds have cleared from Client to Agency prior to the payment deadline for advertising published or broadcast in accordance with the media contract. As advertiser, Client will remain solely liable for sums owing for space or time for which cleared funds were not timely received by Agency relating to such advertising. If Client does not use all of the space or facilities for which Client originally authorized Agency to contract by written approval of a media estimate, and if a higher "short rate" results, Agency will invoice Client for the additional amount due by reason of the rate differential.

**Commission Rates.** When Agency is purchasing services (including but not limited to photography, video production, printing, sign fabrications, specialty items, etc.) and/or is purchasing traditional media (TV, radio, print, outdoor ad space) on Client's behalf, Client will be charged a Commission of fifteen percent (15%). A 20% Digital Management Commission is charged for all digital media purchases made by Agency.

**Taxes.** All local, state and federal taxes levied on materials and services purchased by Agency on Client's behalf shall be billed to Client in the month immediately following the month such taxes have been levied.

**Warranty.** Notwithstanding any other terms that may apply, Agency warrants that services will be provided in a professional and workmanlike manner and that its personnel have the required skills and experience to perform them. The parties specifically agree that the warranties in this paragraph are in lieu of all other warranties, whether express or implied.

**Accuracy of Client Content.** Client assumes sole responsibility for: (a) acquiring any authorizations necessary for hypertext links to third-party web sites, (b) ensuring the accuracy of materials and content Client provides to Agency, and (c) ensuring the content Client provides and any trade name(s), trademark(s) or service mark(s) Client adopts will not infringe or violate the rights of any third party.

**Permissions.** Client will secure and bear all costs for any rights, licenses, clearances, releases or other permissions needed to use the material Client provides to Agency, including images of Client's employees. Except for the material Client provides, Agency shall secure any rights, licenses, clearances, releases or other permissions needed to use documentation, designs, graphics, images, text, materials, scripts, software, elements and features provided by Agency, including but not limited to images of persons, photography, icons and software needed to perform services under this agreement.

**Liability and Indemnity.** Agency agrees to exercise all reasonable precautions in the examination of all material prepared or used by Agency on Client's behalf to avoid any actions, suits or other proceedings against either or both Agency or Client. Client will hold Agency harmless with respect to, and pay any attorneys' fees it incurs in connection with, any Claims (as defined in the Insurance paragraph below), arising out of product representations or other materials supplied by or through Client to Agency or approved by Client for inclusion in Client's advertising, publicity or promotion of any kind.



Upon assertion of a claim or commencement of a suit or proceeding by a third party that may give rise to liability of an indemnifying party, the indemnified party shall promptly notify the indemnifying party of the existence of such a claim and shall give the indemnifying party reasonable opportunity to settle the claim with its own counsel at its own expense. The indemnified party shall at all times have the right to participate in such defense at its own expense and shall not be obligated to participate in any settlement which it reasonably believes would have an adverse effect on its business. The parties agree to assist each other as may reasonably be requested in order to ensure a proper and adequate defense. An indemnified party shall not settle any claim without the prior written consent of the indemnifying party.

**Insurance.** Agency carries an "Multimedia Liability and Advertising Injury Policy" that protects Agency and Client up to the limits of this policy with respect to Agency's advertising, publicity or promotion of any kind of Client's products or services or Agency's services rendered or that should have been rendered by Agency in the development, placement or exhibition of advertising from claims, demands and actions pertaining to the following, except to the extent such claims arise from information or materials provided by or through Client ("Claims"): (a) any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct; (b) any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness; (c) false arrest, detention or imprisonment or malicious prosecution, wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy; (d) infringement of title, slogan, trademark, trade name, trade dress, service mark or service name; (e) infringement of copyright, plagiarism, piracy or misappropriation of ideas under implied contract; or (f) unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud, false advertising or misrepresentation in advertising, and claims under Section 43(a) of the Lanham Act (federal trademark statute) or similar state statutes. This policy protects Client if Agency does agree to hold Client harmless against any such Claims up to the amount of the policy limit, and Agency, therefore, does so agree. This policy does not cover the following possible areas of liability: (i) claims for Client's products which are dishonest, fraudulent or criminal, (ii) theft or disclosure of Client's trade secrets or other proprietary rights, (iii) third party's trademarks, and (iv) infringement of patents.

**Termination.** Unless otherwise expressly provided, this agreement will continue until terminated by either party by giving thirty (30) days advance notice in writing to the other party. During such notice period, Agency rights, duties and responsibilities shall continue, and Agency is entitled to all its normal compensation hereunder for all services and on all media that runs to the end of the notice period. The definition of "runs" shall be the closing date in the case of print media, the air date in the case of broadcast media and the posting date in the case of outdoor advertising. After expiration of the stated notice period, Agency shall receive its share of compensation, if any, on short-rate bills and shall add back its share of commissions, if any, to refunds made by media by reason of earning a lower rate.

**Transfer of Property and Materials; Agency's Rights to Use for Self Promotion.** Upon termination, provided there is no outstanding amount owed by Client



to Agency, Agency shall transfer, assign and make available to Client or its representative, all property and materials in Agency's possession or control belonging to Client, including any copy, artwork, plates or other physical embodiment of creative work relating to any such property and material which may be in Client's possession at termination of this agreement, provided however, that Client grants Agency the right to use such property and material solely for purposes of marketing or promoting Agency and its services. Agency will cooperate in transferring, with approval of third parties in interest, all reservations, contracts and arrangements with advertising media or others, for advertising space or materials yet to be used and all related rights and claims after Agency has been released from such obligations, provided that Client shall assume liability for any contracts made by Agency that cannot be assigned or canceled in accordance with the terms of this agreement on Client's behalf prior to termination. Agency shall retain all rights to any advertising materials which are produced in finished form prior to the effective termination of this agreement until full payment is received. Agency will proceed promptly to complete production of unfinished materials during the stated notice period. However, upon termination, any advertising, merchandising, packaging, plan or idea prepared by Agency and submitted to Client (whether submitted separately or as part of other material) which Client has elected not to utilize and any unproduced advertising materials shall remain Agency's property, and Client hereby assigns to Agency any rights to such ideas and materials. Notwithstanding the foregoing, the Agency retains the right to utilize finished creative product or other projects completed for the Client for the purposes of the Agency's self-promotion. In particular and without limitation, the Agency may display all such work on the Agency's website or reprint any such work to be included in the Agency's case studies or the Agency's corporate brochure(s) or other promotion materials. The Agency may submit any such work for inclusion in industry-related award(s) programs or similar forms of recognition.

**Talent Contracts, If Any.** Any non-cancelable contract or commitment made on Client's authorization and still existing at the termination of this agreement shall be carried to completion by Agency and paid for by Client, unless mutually agreed in writing to the contrary, in accordance with the provisions of this Agreement. Any materials or services Agency has committed to purchase for Client (or any uncompleted work previously approved by Client either specifically or as part of a plan), shall be paid for by Client, and Agency shall receive applicable compensation therefor. Any contract Agency has entered into with talent to perform in Client's advertising shall, simultaneously on the effective date of such termination, be automatically assigned to Client, and Client shall assume all of the rights and obligations under the contract, and Agency shall be relieved of any further responsibility or liability. Client shall defend and indemnify Agency against any loss or expense, including reasonable attorneys' fees and costs that Agency may incur as a result of a claim by talent or a third party, arising after the assignment of the contract.

**Agency is Not Responsible for Default of Others.** Agency shall take reasonable precautions to safeguard Client's property entrusted to Agency's custody or control, but in the absence of gross negligence or willful disregard of Client's property rights, Agency will not be responsible for loss, damage, destruction or unauthorized use of Client's property. Agency will guard against any loss to Client through failure of media or suppliers to properly execute their commitments, but Agency will not be responsible for their failure. In no event is Agency responsible to Client for the defaults of material and service





suppliers, owners of media or any other person or third party that is not Agency's employee or agent.

**Confidential Information.** Agency and Client agree to keep in confidence and not to disclose or use for its own benefit or the benefit of any third party (except as may be required for the performance of services or as may be required by law), any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential and are marked as such, provided however that such obligation shall not extend to any information, documents or materials that become publicly available without breach of this provision and provided further that such obligations shall expire upon the third (3rd) anniversary of the effective date of termination of this agreement.

**Examination of Records.** Client may, after reasonable prior notice, examine the Agency's records or files relating to the ordering and payment of any materials and services billed to Client during normal business hours at those locations where the records are regularly maintained.

**Non-solicitation.** At any time while Agency is providing services to Client and for one (1) year thereafter, Client agrees that it shall not, without the prior written consent of Agency, (a) directly or indirectly solicit for employment any person employed or retained by Agency (including, without limitation, as an employee, independent contractor or agent known to be engaged by Agency) with whom Client had contact while Agency was providing services or (b) knowingly solicit, entice or persuade or attempt to solicit, entice or persuade any employee of Agency to terminate his or her employment with Agency for any reason. Notwithstanding the foregoing, in the event that Client does employ any person employed or retained by Agency in violation of the foregoing, Client agrees to compensate Agency in an amount equal to 20% of the annual compensation paid to said person immediately prior to said employment by Client, as the sole compensation to Agency for said violation of this provision.

**HIPAA Compliance.** It is the Client's responsibility to notify the Agency about any data shared with Agency that is subject to HIPAA. In the event that the work to be performed by Agency includes any matters that require special protections under HIPAA, the parties shall execute such other documents as necessary to comply with the law.

**Miscellaneous.** The provisions of any agreement, SOW and these terms and conditions constitute the entire agreement of the parties concerning the relations and agreements of Agency and Client. It is agreed that neither party shall have the right to, orally or in writing, modify the terms of this agreement, unless the modifications, changes or additions have been executed as an amendment to this agreement by the proper officers of each party in the same manner as the above provisions were agreed upon. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any dispute resolution shall be Spokane County, Washington. This agreement may not be assigned or transferred in whole or in part by operation of law or otherwise by Client without Agency's prior written consent.

# **SYSCA**

**Spokane Youth  
& Senior Centers  
Association**

## 2021 Highlights: SYSCA Centers

### Association Members:

- Corbin Senior Activity Center
- East Central/MLK Community Center
- Hillyard Senior Center
- Mid-City Concerns Senior Center
- Northeast Youth Center
- Southwest Spokane Community Center
- Project Joy
- Sinto Senior Activity Center
- Southside Senior & Community Center
- West Central Community Center



# SYSCA

**Spokane Youth  
& Senior Centers  
Association**

## 2021 SYSCA Quarterly / YTD Totals Attendance / Volunteers

Center	Attendances By Quarter				YTD -Attendance	YTD - Volunteer Hrs
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Totals	Totals
NE Youth Ctr	29729				29729	157
West CentralCC	63				63	0
Southwest CC	Issue				Issue	Issue
East Central CC	1332				1756	92
Hillyard Sr Ctr	2092				2092	768
Southside AC	1946				4481	397
Corbin Sr Ctr	1315	2377			3692	1581
Mid City Concerns	780				780	388
Sinto Sr Ctr	404				2494	376
Project Joy	85				85	657
Grand Totals						

# **SYSCA**

**Spokane Youth  
& Senior Centers  
Association**

# **Senior Programs!**



# SYSCA

Spokane Youth  
& Senior Centers  
Association

## Hillyard Senior Activity Center



B	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
I	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
N	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45
G	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
O	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75

Today's Bingo Games:

1) Regular Bingo	6) Letter - "L"	11) Regular Bingo	16) Letter - "X"
2) Regular Bingo	7) Regular Bingo	12) Four Corners	17) Regular Bingo
3) Letter "T"	8) Regular Bingo	13) Regular Bingo	18) Progressive
4) Regular Bingo	9) Diagonal	14) Regular Bingo	19) Picture Frame
5) Regular Bingo	10) Regular Bingo	15) Postage Stamp	20) Blackout

- HSC continues to provide daily Grab & Go Lunches for Seniors
- Established Fun Collaborated Online Recreation & Social Programs! with 6 other centers thru ZOOM Mtgs
- HSC recently resumed Daily Recreation Programs & Services!



# **SYSCA**

**Spokane Youth  
& Senior Centers  
Association**

## Sinto Senior Activity Center

Sinto Senior Activity Center has welcomed back several of our daily activities! We are looking forward to being able to host our Special Events, when further stages open up.

We have focused on hosting take-out meals over the last couple of months and they have been well received. It has also allowed us to get volunteers back involved!



Sinto volunteers help  
package meals for pick-up!



Board Member  
Darlene  
Humphrey  
ready to  
deliver meals  
to members!



# SYSCA

**Spokane Youth  
& Senior Centers  
Association**

## Corbin Senior Activity Center

We have been bringing back some normal at Corbin Senior! We currently have Mexican Train Dominos, Bridge, Pinochle, Cribbage, Stretch and Tone exercise and Coffee and Conversation back at Corbin. Groups like the Sandbox Sewing Club, Toastmasters, and Hasse Car Club are also meeting at Corbin again. Many of these groups are doing Hybrid meetings thanks to our improved WIFI. We are also promoting Spokane Online Senior Programs to encourage homebound seniors to get involved socially.



Volunteer cooks for  
Soup and Social



Above  
seniors  
enjoying  
St. Patrick  
Day  
Left:  
Volunteers  
getting  
ready for a  
meal.



Above  
Mexican Train  
Dominos



Stretch  
and  
Tone



# SYSCA

**Spokane Youth  
& Senior Centers  
Association**

## Southside Community Center

- Table Tennis is back at the Center along with children and adult Karate classes



Employee appreciation day was recognized for all our employees. Melinda Kresnik featured.



One of our many volunteers keeping our gardens looking great.



We will be offering Bonsai classes over the summer



# **SYSCA**

**Spokane Youth  
& Senior Centers  
Association**

## Mid-City Concerns Senior Center



We are focused on evaluating everything we have in storage and bringing back the items that we need to start putting the senior center back together. We continue to provide our clients with daily meals through Meals on Wheels Spokane.

# SYSCA

Spokane Youth  
& Senior Centers  
Association

## Project Joy



Jeanne Goss



Curt  
Connolly



Larry Jones

- During the 1st quarter of 2021, Project Joy continued to make YouTube videos available to the senior community.
- Pictured are three of our entertainers who have videos on our YouTube channel.
- Many of our performers are continuing to practice weekly so they are ready to record new videos.
- Senior Serenaders started having Zoom rehearsals.
- Project Joy is continuing to create new ways to have our members stay connected and to provide entertainment to the community.

# **SYSCA**

**Spokane Youth  
& Senior Centers  
Association**

# **Youth Programs!**

# **SYSCA**

**Spokane Youth  
& Senior Centers  
Association**

## Northeast Youth Center

Bowling, Bunnies & Billiards - all part of the fun this past month. We were so excited to bring back Billiards & Taekwondo so the children can have some additional outlets & experiences. Spring break camp was full of activities & adventures. Daily we hit the parks for outdoor recreation & fun field trip adventures: bowling & roller-skating. The Kids had a special visit & party with the Easter Bunny! We can't wait to get outdoors for summer camp fun!





# **SYSCA**

**Spokane Youth  
& Senior Centers  
Association**

## West Central Community Center



**Enrolled - 62 K-6th Graders! 23 - Enrolled in Local Sports! 63 -  
Enrolled for Summer Day Camp!**

# **SYSCA**

**Spokane Youth  
& Senior Centers  
Association**

## SouthWest Spokane Community Center



Our focus continues to be helping the kids

- We provide time for kids to complete homework separate from the kids that do not have homework.
- We have recently gotten a plot in the garden and have been having the kids that want to help our get their hands dirty.
- Those that don't want to get dirty get to play at the park to burn off some energy.
- We have some kids that love to play on the computer for free time but other don't want to be on the computer for those we started teaching watercolor painting.
- We encourage the kids to clean up everyday, also.

If the kiddos have all been well behaved they get a treat at the end of the day. We all talk and enjoy the sun until their parents come home. Getting them to go home is sometimes the hardest part of the day because they just want to stay.



# Spokane Youth & Senior Centers Association

# East Central ML King Community Center



We have been working towards  
vaccinating all of the seniors in our  
program.



The food bank continues to provide healthy nutritious food options to our senior clients

# SYSCA

Spokane Youth  
& Senior Centers  
Association

# THANK YOU!

For your continued support of  
our Youth & Senior recreational  
programs and services!







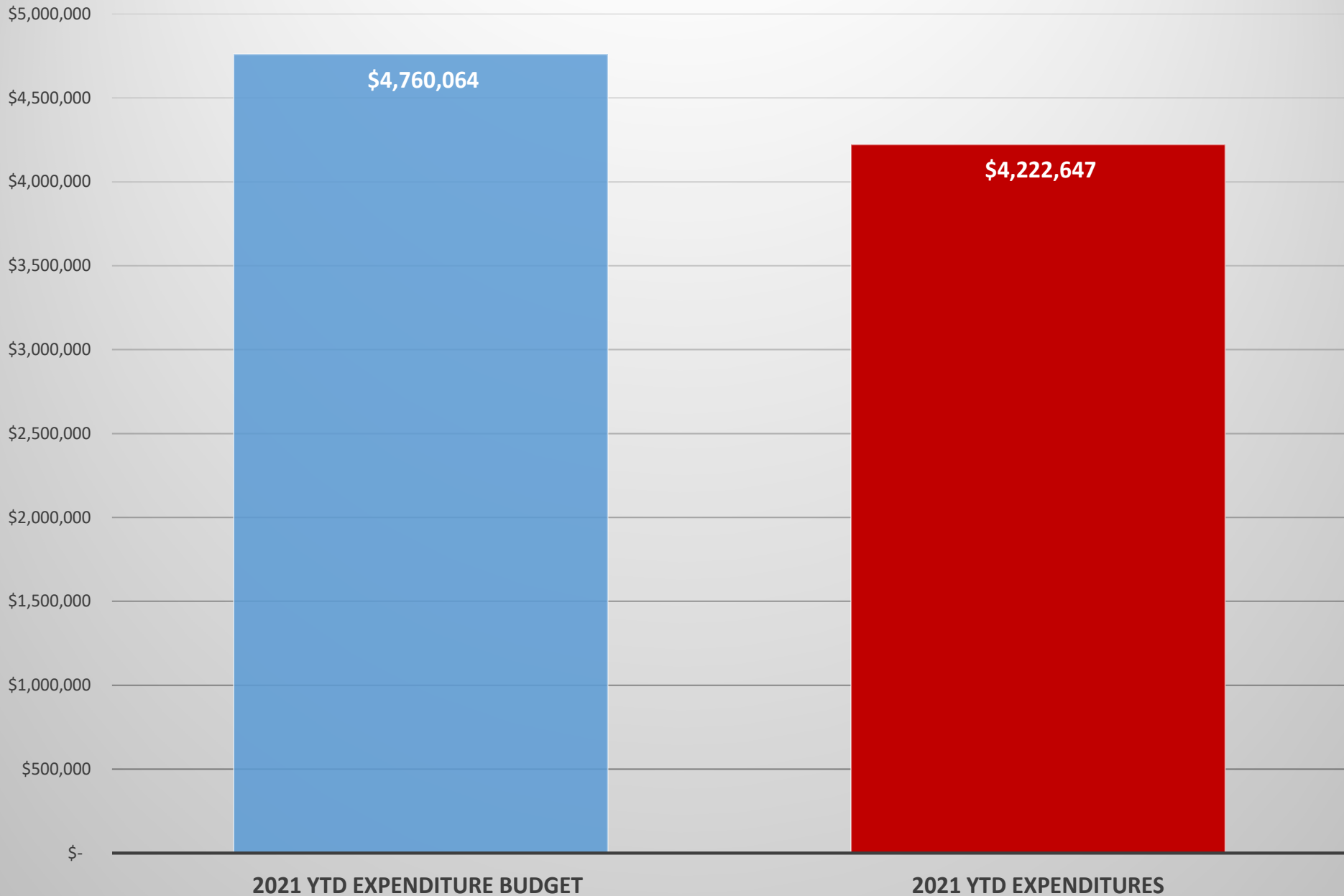
*City of Spokane*  
***PARKS***  
***& RECREATION***

Financial Reports

April 2021

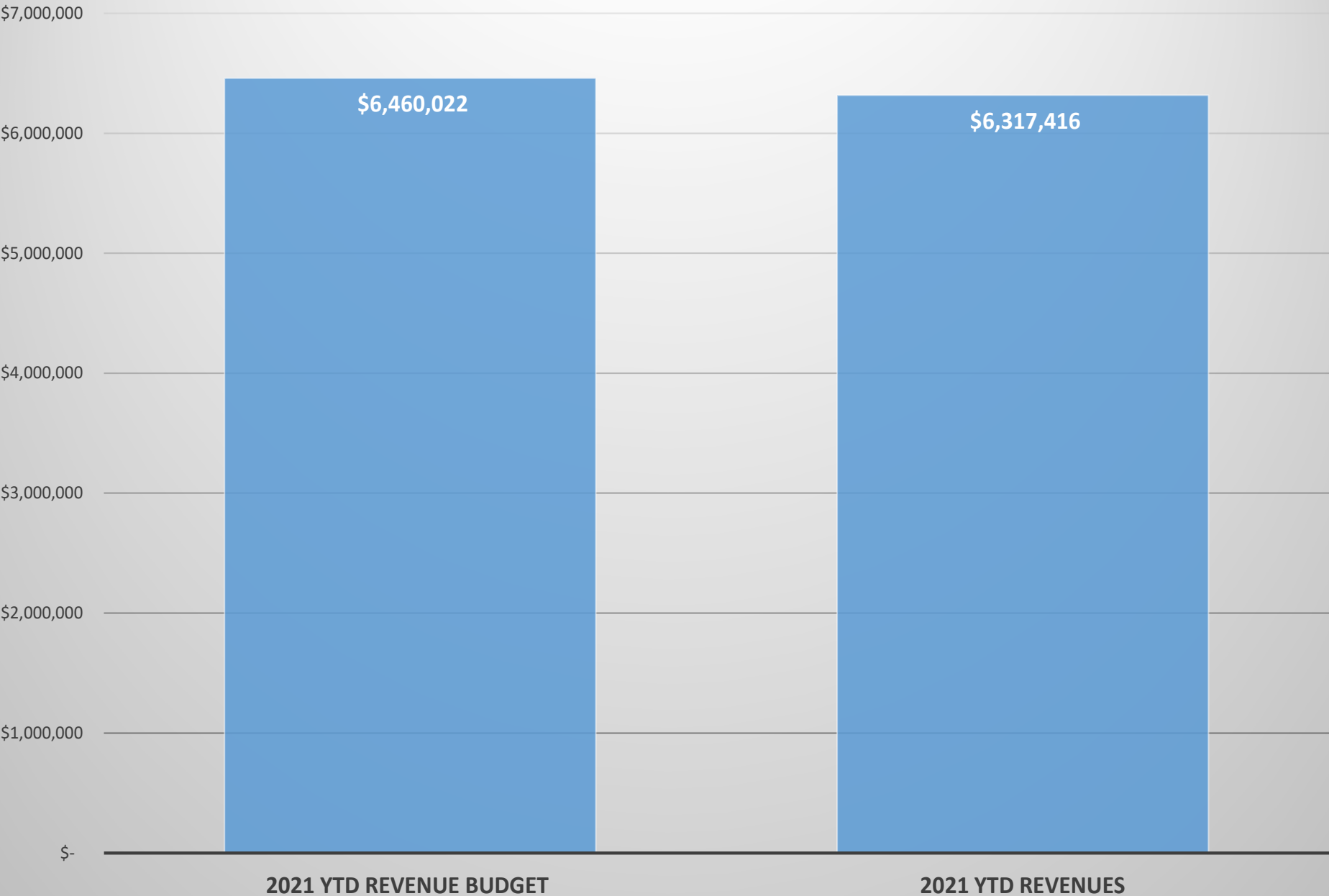
# Park Fund

## April 2021 Expenditures vs. Historical Budget Average



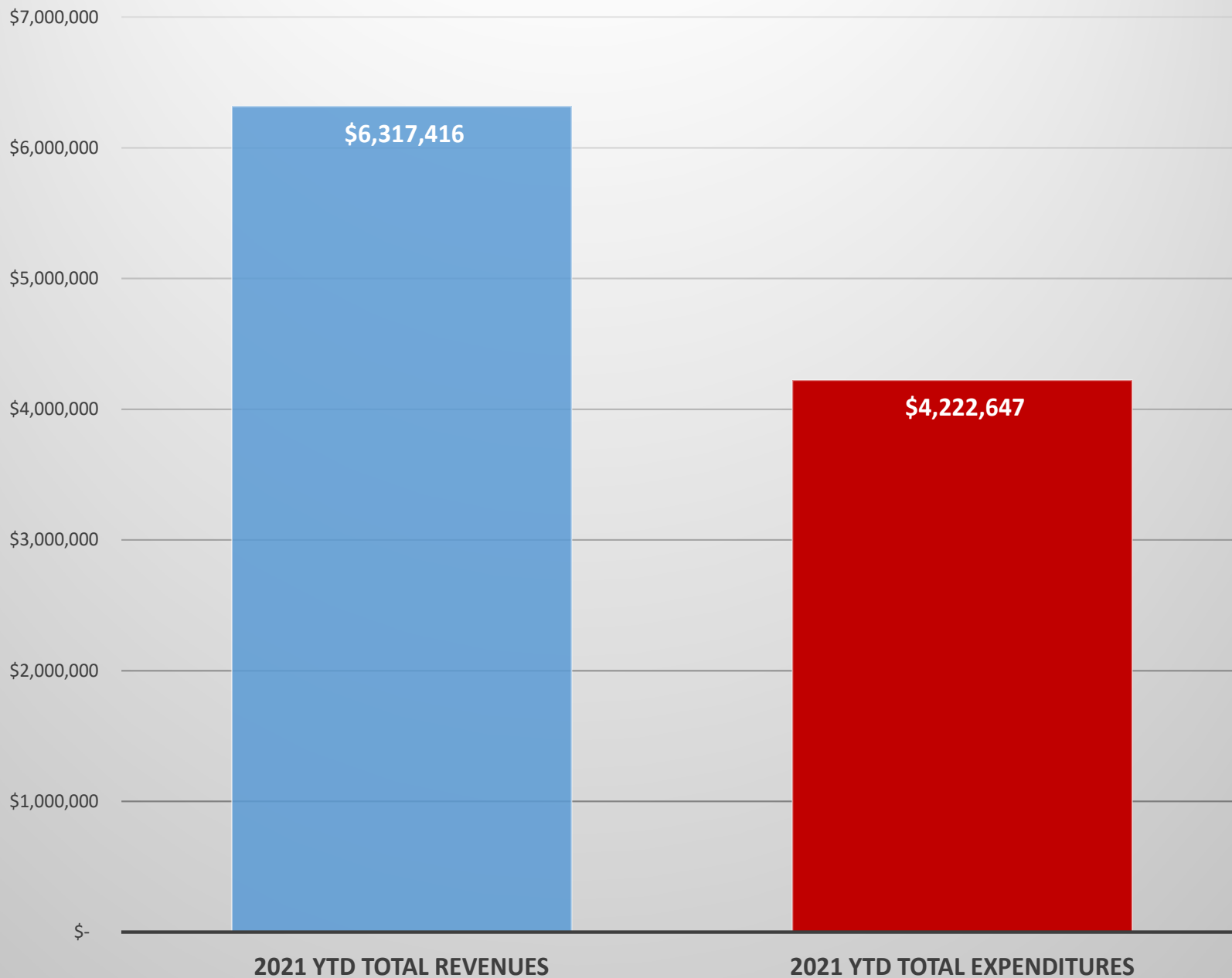
**Park Fund**

**April 2021 Total Revenues vs. Historical Budget Average**



# Park Fund

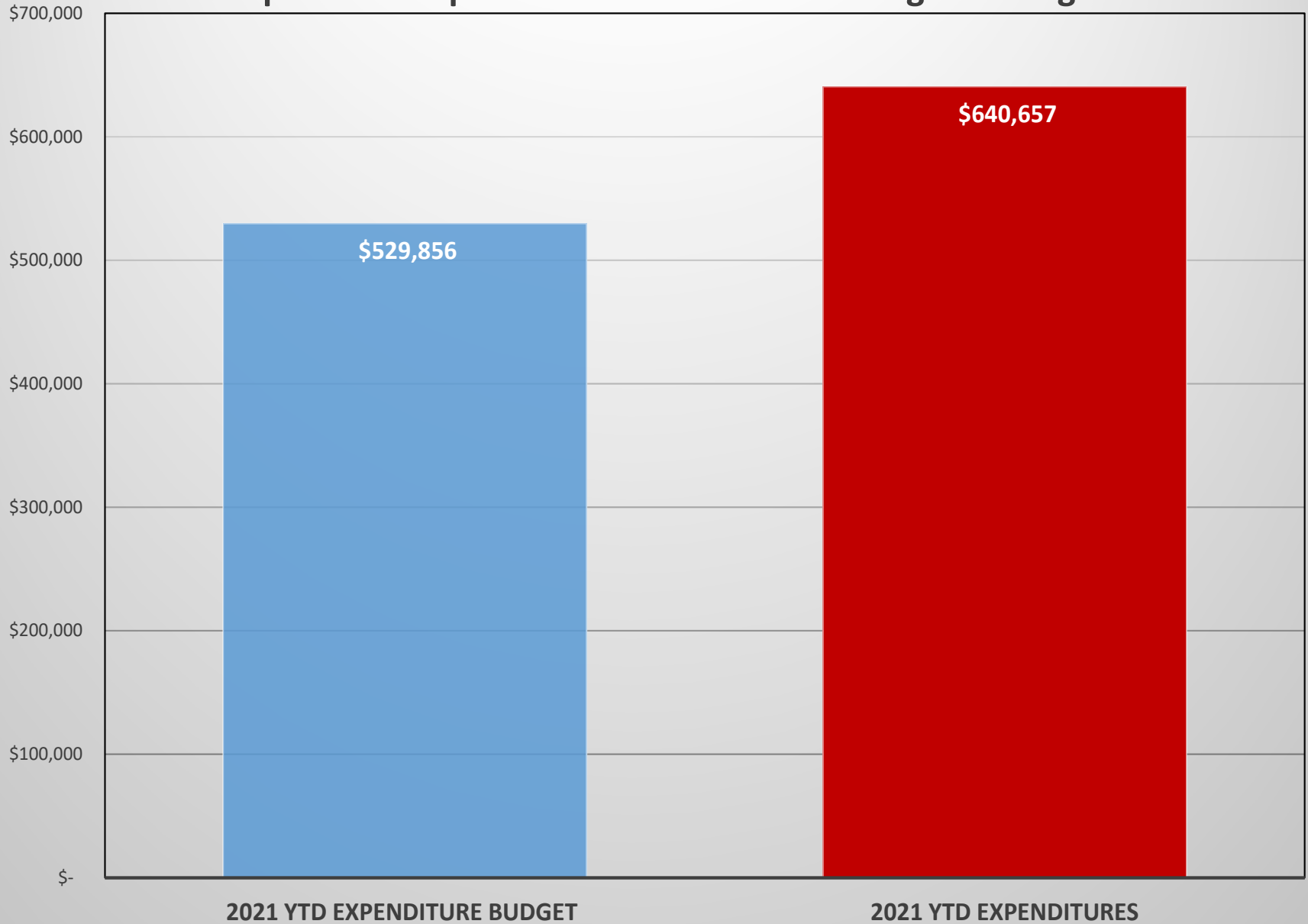
## Total April 2021 YTD Expenditures vs. Total YTD Revenues





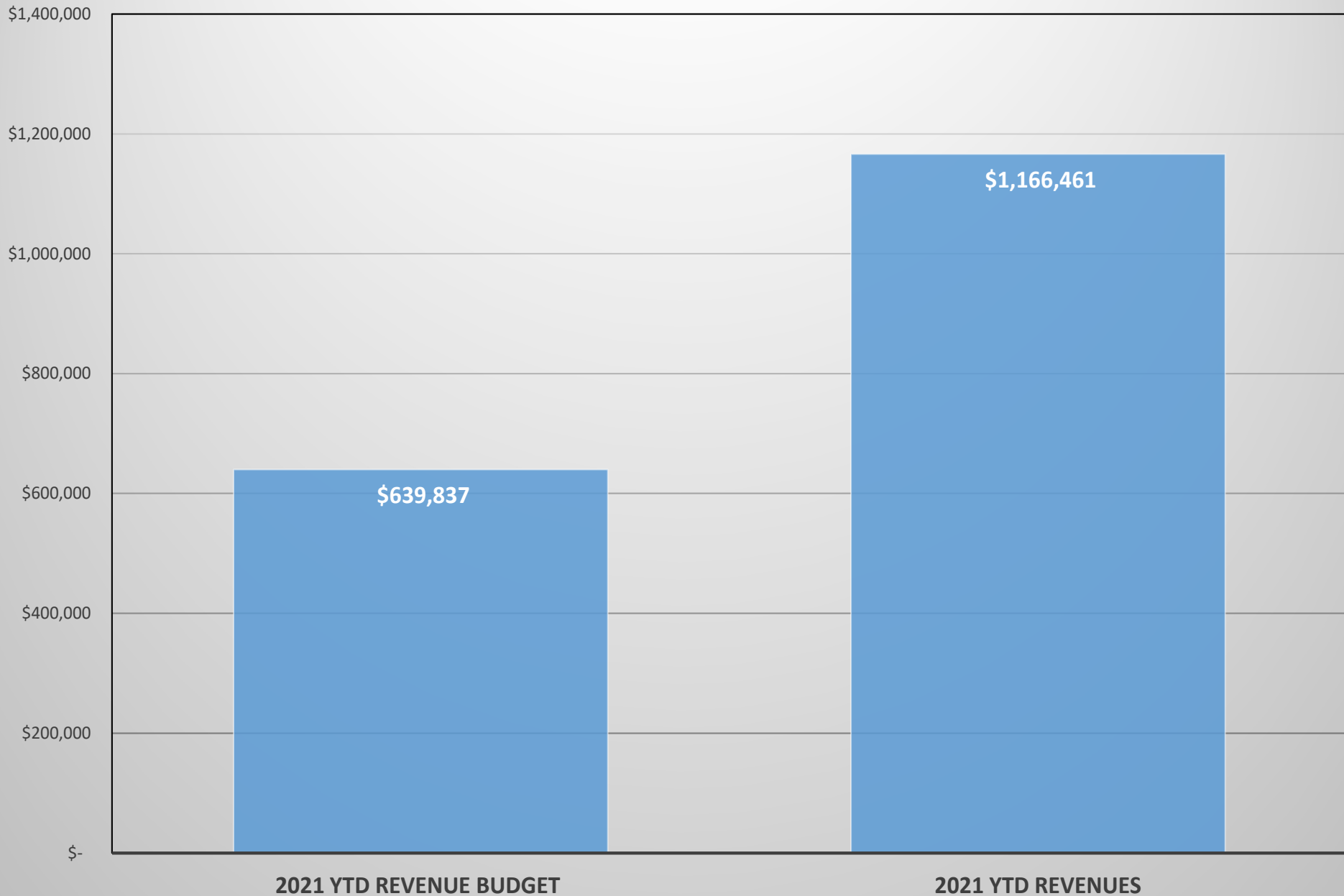
# Golf Fund

## April 2021 Expenditures vs. Historical Budget Average



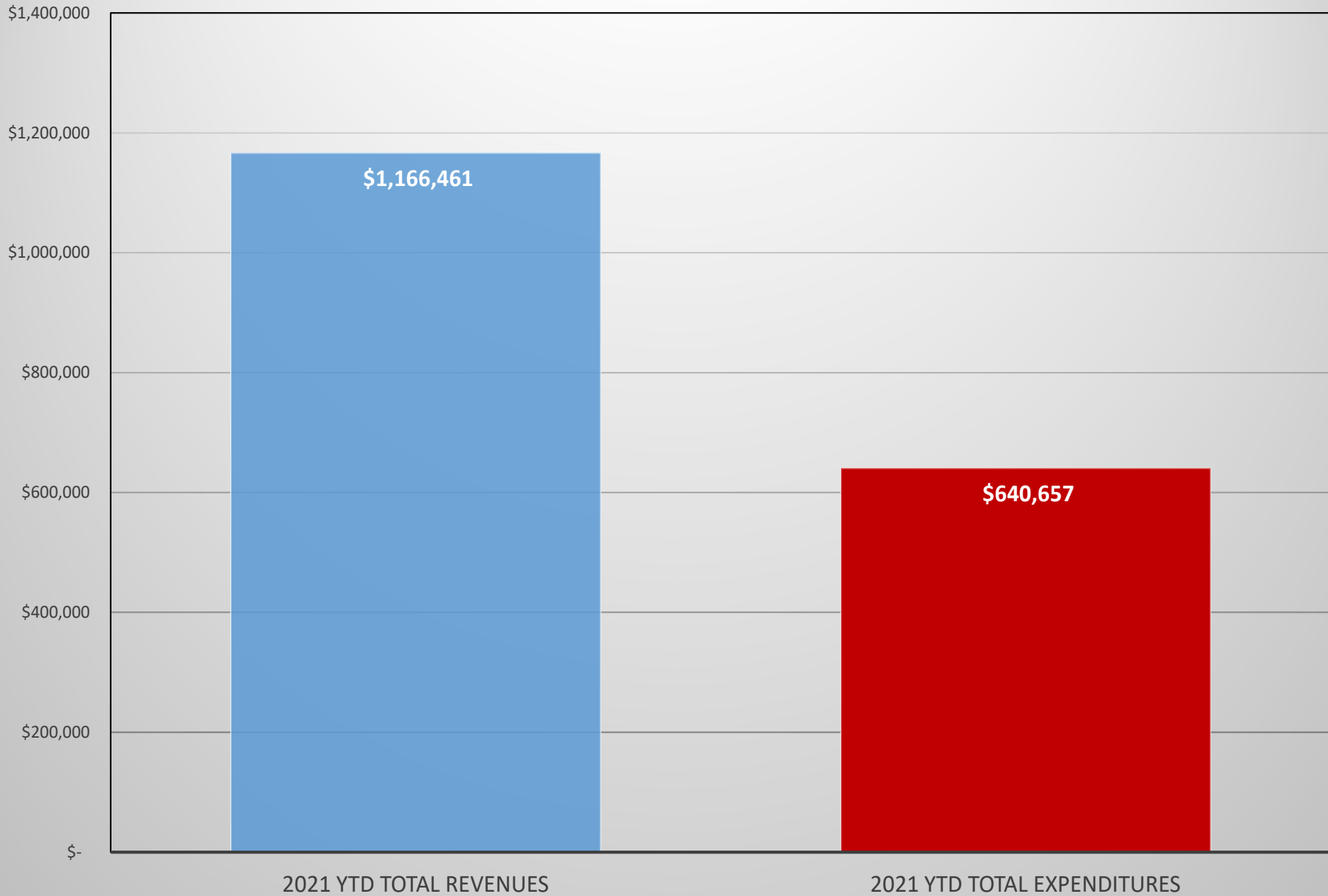
# Golf Fund

## April 2021 Total Revenues vs. Historical Budget Average



# Golf Fund

## Total April 2021 YTD Expenditures vs. Total YTD Revenues



Project Component	Budget Adopted December 2020	Expended as of April 30, 2021	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	\$ 8,515,817.00	\$ 8,094,117.00	\$ 392,385.86	\$ 48,314.14
5. Havermale Island	\$ 22,186,182.00	\$ 22,186,182.00	\$ -	\$ -
6. snxw mene?	\$ 756,742.00	\$ 201,742.00	\$ 415,000.00	\$ 140,000.00
7. North Bank	\$ 10,133,837.00	\$ 9,427,249.00	\$ 1,017,725.83	\$ 111,892.57
8. South Bank East	\$ 156,847.00	\$ 156,847.00	\$ -	\$ -
Program Level	\$ 4,488,758.00	\$ 4,249,506.00	\$ 157,136.00	\$ 82,116.00
Total	\$ 68,395,292.00	\$ 66,472,752.00	\$ 1,982,247.69	\$ 382,322.71



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land		
<b>Committee meeting date</b>	May 5, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509-625-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Letter of intent for public access easements and a parkway at Dwight Merkel Sports Complex		
<b>Begin/end dates</b>	Begins: 5/13/2021	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> Public access and recreational trail easement and parkway along the southern edge of Dwight Merkel Sports Complex.			
<b>Motion wording:</b> Approve letter of intent for public access easements and a parkway at Dwight Merkel Sports Complex			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Fairmount Memorial Association Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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&amp;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>			

April \_\_\_\_, 2021

City of Spokane, Parks Department  
Attn: Garrett Jones, Parks Director  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

Fairmount Memorial Association

\_\_\_\_\_  
Spokane, WA \_\_\_\_\_

***Re: Draft Letter of Intent re Public Access Easements and a Parkway at Dwight Merkel Sports Complex***

Ladies and Gentlemen:

The purpose of this letter (the "Letter of Intent") is to set forth the preliminary interest and understanding of both the City of Spokane, by and through the Spokane Parks and Recreation Department ("Parks") and Fairmount Memorial Association ("Fairmount") with respect to the possibility of establishing public access / recreational trail easements along existing trails adjacent to the Spokane River and Riverside State Park and establishing a parkway along the southern edge of the Dwight Merkel Sports Complex. Parks and Fairmount are each sometimes referred to collectively as the "Parties" and individually as a "Party."

This Letter of Intent shall not create a binding legal obligation on the Parties, or on the part of any other person or entity, until such time as definitive agreements providing for all of the terms, covenants, conditions and understandings relating to the public access easements and parkway are executed and binding. The Parties further represent to each other that upon the execution of this Letter of Intent they will individually and collectively exercise good faith and best efforts to take all actions reasonably necessary to fulfill the terms and intent set forth herein, subject to necessary approvals of the above-referenced definitive agreements.

1. Background and Purpose. Fairmount owns certain property adjoining the Dwight Merkel Sports Complex and Riverside State Park and also owns property adjoining the Spokane River near the confluence with Latah Creek ("Fairmount Property"), all as depicted in Exhibit A. The Parties wish to preserve public access and recreational opportunities on the Fairmount Property by entering into an agreement to preserve public access in perpetuity. Parks owns or

controls the Dwight Merkel Sports Complex (“Merkel”), which is depicted in Exhibit B. The Parties wish to set forth the conditions under which a public parkway could be dedicated and developed along the southern edge of Merkel in order to enhance public access and circulation at Merkel and to provide access to Fairmount’s adjoining property.

2. Preservation of Public Access to Existing Trails on Fairmount Property.

a. Spokane River. The Parties desire to enter into Recreational Trail Easement Agreements that will preserve in perpetuity the public’s ability to enjoy access to and views of Latah Creek and the Spokane River via existing trails located over and across the Fairmount Property and generally depicted on Exhibit C. The Parties have worked on a draft of a Recreational Trail Easement Agreement but a number of points remain under discussion, including the exact alignment of the trail(s) and responsibility for trail maintenance and clearing of encampments. The Parties acknowledge that the existing trails along the Spokane River near the confluence with Latah Creek are within environmentally sensitive areas having rich archaeological heritage which may limit the ability to significantly increase the public’s use of the trails and will certainly restrict the Parties’ ability to make improvements to existing trails or to develop new trails. For these reasons, the Parties acknowledge that it may be helpful to involve representatives from the Department of Ecology and local tribes prior to finalizing any such easement agreements.

b. Riverside State Park. The Parties also desire to enter into Recreational Trail Easement Agreements that will preserve in perpetuity the public’s ability to access Riverside State Park over and across the Fairmount Property in those areas generally depicted on Exhibit D.

3. Merkel Parkway. The Parties wish to agree on the conditions under which the Park Board would agree to the dedication of public right-of-way along the southern end of the Dwight Merkel Sports Complex generally along the same alignment as the existing park access road. This parkway would enhance circulation and parking opportunities at Merkel and would provide access to Fairmount’s adjoining property which would create opportunity for the property to be developed for residential use in the future. Development of the parkway would be the sole responsibility of Fairmount and/or its successors and assigns and the parkway would be developed by Fairmount according to specifications acceptable to the Park Board and the City’s Development Services Department, at no cost or expense to Parks or the City of Spokane. Fairmount would be responsible for mitigating any impacts to Merkel with no net loss of recreation facilities resulting from development of the parkway.

4. Timing of the Project. To facilitate development of the foregoing, each Party is requested to return this Letter of Intent by \_\_\_\_\_, 2021.

This is a non-binding document having no legal effect. The Parties understand that all costs, expenses and fees (“Expenses”) related to this Letter of Intent shall be paid by the party incurring such Expenses without recourse against the other party. No claim for Expenses or liability of any kind related to this Letter of Intent shall be based upon reliance, estoppel, or equity. In the

event the Parties do not reach agreement on the public access easements and parkway, this Letter of Intent shall terminate without any liability to the Parties.

Sincerely,

\_\_\_\_\_  
Director, Spokane Parks & Recreation

**City of Spokane Parks and Recreation**

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Fairmount Memorial Association**

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

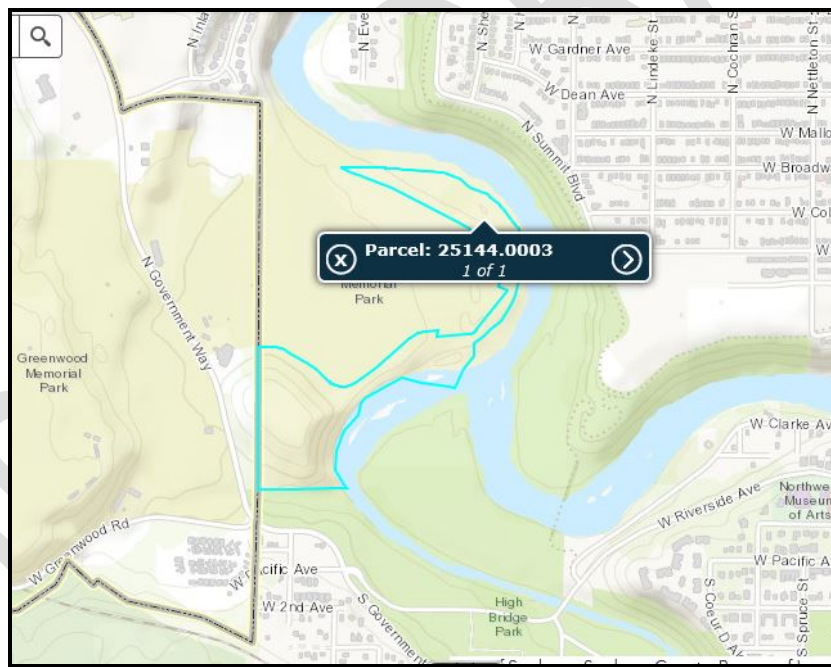
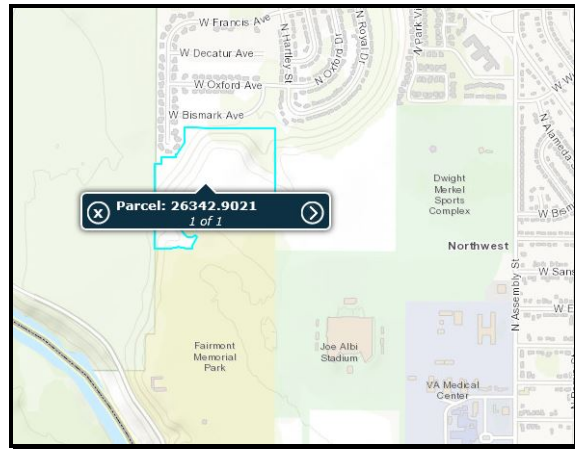
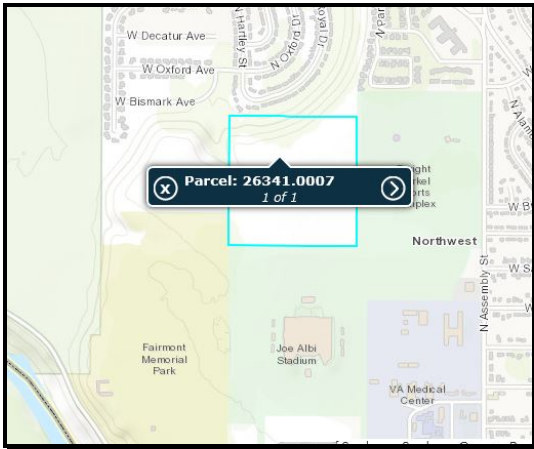
Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

**FAIRMOUNT PROPERTY**



## EXHIBIT B

### DWIGHT MERKEL SPORTS COMPLEX

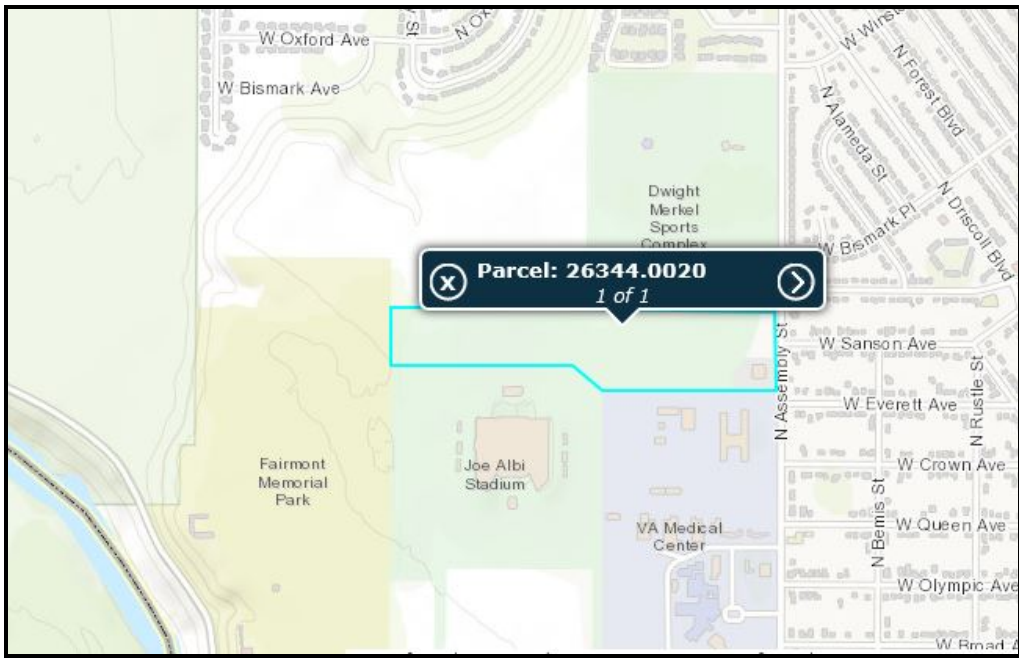
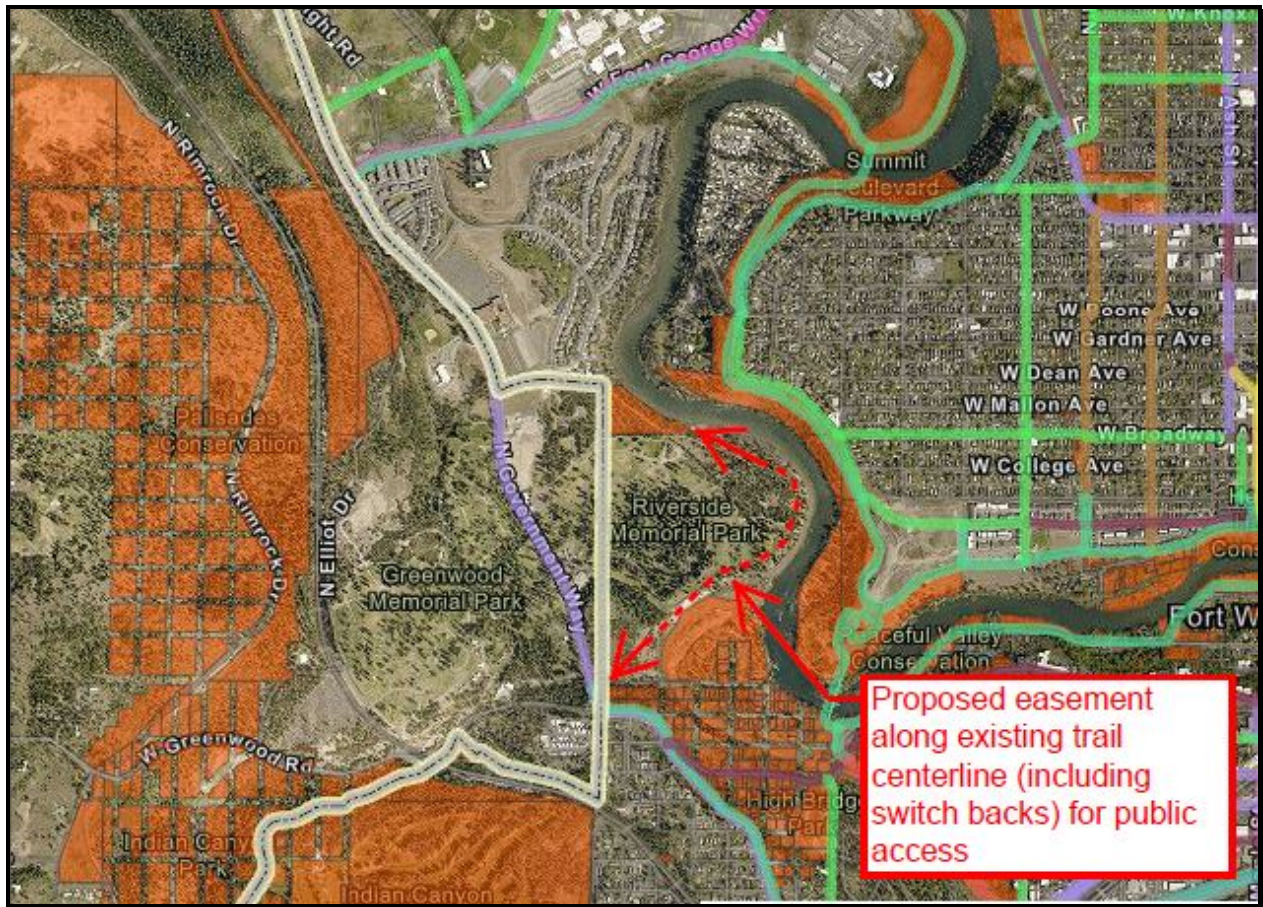
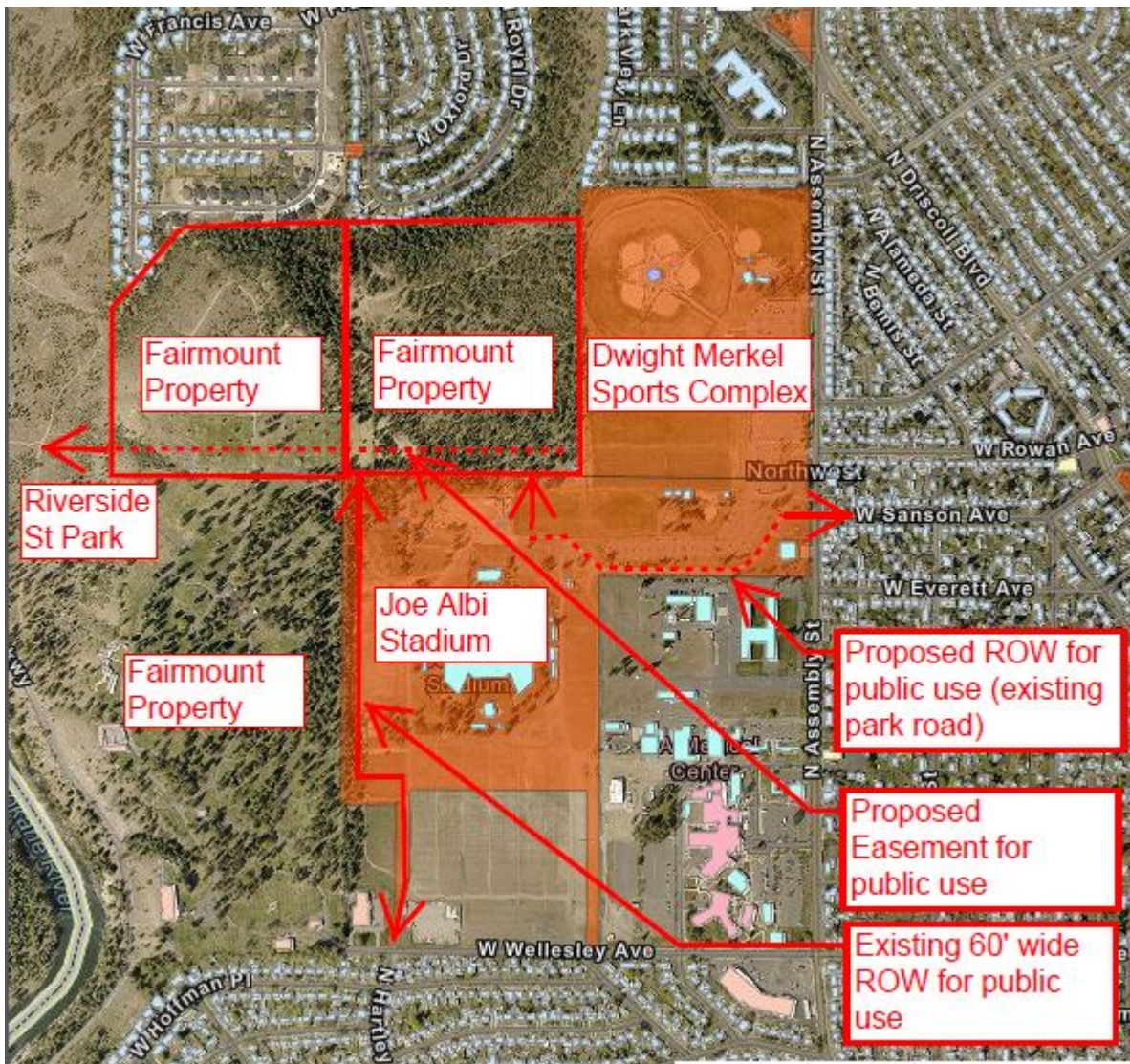


EXHIBIT C  
SPOKANE RIVER





**EXHIBIT D**  
**RIVERSIDE STATE PARK**





# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Recreation Committee		
<b>Committee meeting date</b>	May 5, 2021		
<b>Requester</b>	Ryan Griffith	<b>Phone number:</b> 363-5414	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Outdoor Recreation - Kayak rental service on the Little Spokane River		
<b>Begin/end dates</b>	Begins: 05-13-2021	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> The Outdoor Program offers kayaking & canoe tours on the Little Spokane River as well as a shuttle service. The proposed kayak rental service would be in conjunction with the shuttle service. Kayak reservations would be available for citizens to reserve a kayak and have it ready for them at the take-out area and shuttled to the put-in by the Outdoor staff. This would be a self guided tour by the renter. The renters would receive pre-paddle information, map and a safety video to watch upon reservation. The rental service would provide a sit-on top kayak, safety whistle, PFD, paddle and shuttle service. Rental program will follow all local and state COVID guidelines for Outdoor Recreation Outfitters. Price per person for rental service \$49. Rental Service Revenue 0-\$11,760, Shuttle Revenue up to \$7000, Staff costs: \$5700.			
<b>Motion wording:</b> Approve the proposed Outdoor Recreation Kayak Rental Service program to begin in 2021.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Ryan Griffith Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: _____ Budget code: _____			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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&amp;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

## Briefing Paper



<b>Committee</b>	Riverfront Park		
<b>Committee meeting date</b>	May 10, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 625-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Coffman Engineers/Expo Butterfly Design Phase I (\$27,500, no tax) from Unrestricted Park Foundation Funds		
<b>Begin/end dates</b>	Begins: 05/13/2021	Ends: 09/30/2021	<input type="checkbox"/> Open ended
<b>Background/history:</b> Phase I design for Expo '74 (aka Lilac) Butterfly Original structure was irreparably damaged in a January 2021 windstorm. Coffman Engineers will work with subconsultant Guildworks to study and engineer a viable rebuild design that is more stable, flexible, and long lasting. Phase I will define the level of effort necessary to properly prepare bid documents. Phase II is expected to be negotiated and added to this contract by amendment at a later date.			
<b>Motion wording:</b> Move to approve Phase 1 engineering services contract with Coffman Engineers for work on the Expo '74 Butterfly in the amount of 27,500, no tax, from Unrestricted Park Foundation Funds			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Tom Arnold    Email address: arnold@coffman.com    Phone: (509) 328-2994			
<b>Distribution:</b> Parks – Accounting    Dlarnold@spokanecity.org Parks – Pamela Clarke    lee@coffman.com Requester: Berry Ellison    culley.parris@coffman.com Grant Management Department/Name:    mar@guildworks.com			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount:    Budget code: \$27,500 (tax not applicable)    TBD			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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)			



April 15, 2021

Mr. Berry Ellison  
City of Spokane  
808 W Spokane Falls Blvd.  
Spokane, WA 99201

Project: Riverfront Park Expo Butterflies Redesign  
Spokane Valley, WA

Subject: Proposal for Phase I Professional Engineering Services

Dear Mr. Ellison:

Coffman Engineers, Inc. is pleased to submit this proposal for engineering services for the redesign of the Riverfront Park Expo Butterfly Sculptures. If you find this proposal acceptable, please sign in the space at the end of this proposal and return to Coffman as written authorization to proceed.

The attached terms and conditions (Coffman Engineers Agreement for Professional Services) will serve as our contract for services, in conjunction with this proposal. Specific terms and details of this proposal will govern where there is a conflict between the two. Please let us know if you have any concerns or questions regarding the Agreement for Professional Services. If you find this proposal acceptable, please sign in the space provided at the end of this proposal and return to us as written authorization to proceed.

Our proposal is based on preliminary project meetings with the City, stakeholders, and Guildworks. The phased project approach identified in discussions with you, the scope of services and deliverables, and assumptions made are described in the following sections of this proposal.

## BACKGROUND AND PROJECT DESCRIPTION

The Lilac Butterfly, first installed for the 1974 International Exposition on the Environment in Spokane, sustained storm damage and fell to the ground early this year. The City of Spokane wishes to replace the broken Butterfly sculpture with a renewed version of the original iconic form. GuildWorks has previously produced and installed fabric on the wing frames. In collaboration with GuildWorks, Coffman Engineers proposes developing the



design and engineering for a new 2021 Butterfly. Coffman and Guildworks have collaborated closely on the predesign process and will share resources and capabilities to support the development of the butterfly design.

The project will be phased. Phase I will evaluate feasibility for some aspects of the design, develop preliminary design approaches, assess loading, etc. Phase II will develop detailed design drawings for fabrication.

The design program for the Butterfly design direction as presented in the document “**2021 Butterfly, Spokane, WA, Doc update: 2/18/21**” is as follows:

Features of the new Butterflies to include:

- An overall size roughly consistent with the original Butterflies
- A form that reflects the original design intent, referring to the World’s Fair logo
- Safe and reliable mechanical connections, with additional failsafe measures (safety lanyard).
- A renewed look, based on internal wing structures and fabric design
- Improved sculpture dynamics, based on several factors:
  - Lighter overall wing weight
  - Wing design with possibly removed trailing edge and flexible batten design
  - Reduced strains on the structure
  - Updated connection hardware
  - Re-positioned connection points
  - Potential addition of extra spinal rotation mechanism for wind direction changes
- Improved mechanical bolted connections for assembly improving safety by eliminating field welding also resulting in reduced field time
- An improved installation process and sequence

## **DESIGN CRITERIA**

The project will be analyzed and designed according to the following criteria:

ASCE 7-16 (Wind Loading)

AWS Codes D1.2 (Aluminum Welding)

Aluminum Design Manual 2020 (Aluminum strength and Welds)

ASME BTH-1 2016 (Below the Hook Lifting)

## **SCHEDULE**

Phase 1 duration: 6 weeks

Phase 2 timeline: TBD



## **BASIC SERVICES**

### **Phase I**

- Incorporate Client feedback on final wing proportions, structural style, and fabric design, based on conceptual design “2021 Butterfly, Spokane, WA, Doc update: 2/18/21”
- Develop new frame model including:
  - Geometry
  - Geometry and assembly methods of wing stabilizing elements
  - Determination of internal rib (batten) material for appropriate stiffness and dynamics.
  - Connections of internal ribs to the base of wings
- Explore possible spinal rotation connection (Coffman)
- Develop mechanisms and process to analyze structural model via CFD (Computational fluid dynamics) wind simulation loading
- Size wing frame members based on CFD wind loading model
- Look at life cycle analysis of frame members for sizing influence (Coffman)
- Develop and model bolted connection system and reinforcement hardware and structures for assembly of the frame
- Review top hinge and pivot mechanism for needed updates
- Establish an initial method for installing wing fabrics
- Estimate Phase II design and subsequent construction costs based on engineering results and fabrication methods

### **Phase II**

The schedule and scope of Phase II will be detailed during Phase I. The intent is to finalize engineering and develop detailed drawings for the fabrication and installation of the butterflies. We anticipate Guildworks will provide a drawing detailing the fabric covering to the fabricated and installed butterfly. Preliminary Task List:

- Final engineering analysis and system loading
- Develop all connection and hardware details
- Final development of all bearings and hinges
- Final stress calculation of all members and connection details
- Final engineering review and approval of all elements of design
- Create detail drawings for all components of the butterfly
- Sealed drawings
- Develop installation process and plan
- Create production documents for wing fabrics, including any more sculptural aspects of wing fabric layout
- Work with lighting design if desired to develop a lighting plan

## **ADDITIONAL SERVICES**

The following services can be provided for an additional fee to the Agreement:

1. Installation details related to the second butterfly location
2. Scale Models with physical testing
3. Preparation of alternate means and methods, or variances (significant departures from currently discussed approach detailed here)

## **DELIVERABLES**

1. 15% design concept for review with City Representative(s)
2. 30% design drawing package identifying proposed member sizes, connection approach, and materials
3. Installation cost estimate (assuming support from Garco Construction)
4. Phase II detailed design cost estimate

## **ASSUMPTIONS/CLARIFICATIONS**

Our proposal assumes the following assumptions and clarifications:

1. Phase I is developmental and subject to the limits of economic feasibility. Coffman and Guildworks will work closely with the city to optimize the design within these constraints.
2. The new design must be compatible with the existing post and pivot system to limit scope of changes and costs.

## **ENGINEERING FEES**

We propose to provide our basic services as described on a lump sum basis for phase I of \$27,500. Coffman Engineers will include copies of invoices from Guildworks as expenses to the project with a standard 10% markup.

Phase 2 cost will be established in the course of Phase 1.

## **REIMBURSABLE EXPENSES**

Reimbursable expenses for travel, meals, and postage/delivery charges are included in our Basic Services fee above.

Mr. Berry Ellison  
City of Spokane  
April 15, 2020  
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Thank you for this opportunity to be of service to you. If this meets with your approval, please sign and return one copy for our files.

Please call if you have any questions.

Sincerely,

COFFMAN ENGINEERS, INC.



Culley Parris, PE  
Senior Discipline Mechanical Engineer



Craig Lee, S.E.  
Principal Advisor Structural Engineer

Enclosure: Agreement for Professional Services

This proposal is acceptable to Berry Ellison, City of Spokane:

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Authorized Signature

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Date

April 22, 2021

To Spokane's Plan Commission & Lori Kinnear, Parks & Michael Cathcart, City Council & President:

Re: Bosch Lot and Downtown Spokane Plan update; I wasn't allowed to speak April 14 to Plan.

Please carve out the Bosch lot for further review in the proposed Plan going to Council in May. Why?

1) The Bosch lot is not private property, as current maps depict, no more than the Spokane Park system is private property. In 1974, the Bosch family property was condemned in order to become part of Central Riverfront Park for Expo '74. The Bosch family was assured the site would become a park space. Federal funds, however, came through in 1975, so the RCO in Olympia assumed oversight, insuring the space would be used for "outdoor public recreation" as federal funds designated. Precisely why the proposed 9 story private indoor climbing wall failed in 2017. The city withdrew that plan from the RCO.

2) A tepid "some success" was the reply I got at the March 16, 2021 Downtown Plan Open House when I asked if the city had had any success involving the Spokane Tribe in the proposed Plan. What???

a) Not one Spokane Tribe member or Tribal Council Member was included on the Steering Committee.

b) p. 63 of the proposed Plan does not include the Upper or Lower Falls as Cultural Sites. Glaring error.

c) p. 17 lists it as a Private Opportunity Site. For retail and parking? With no tribal or public input! My comments at the Feb., 2020 Wonder Building Open House were rewritten as 'repurpose Bosch lot.'

d) The possibilities of the site far exceed the decades-old convenience of city parking for City Hall.

e) Mayor Mary Verner failed to get a 2-story museum at the site. So what CAN legally be created? ASK!

3) The proposed Plan can be used to revision and redesign the Bosch lot in alignment with its own goals:

a) Goal 2, multiple modes of transport: Read wheel chairs, baby carriages, bicycles, ? Lime scooters?

b) Goal 3, active vibrant sidewalks, pilot projects: Blow the North Bank open to more green space!

c) Goal 5, redevelop surface parking lots: into MORE than a 3-story parking garage. Into a cultural site.

d) Goal 7, street scapes, support cultural venues: Yes, since Bridge St. and Post remain for vehicles.

e) Goal 8, startup infill: What can be done with the Tribe, the MAC, and F. Schoenberg's world class collection, formerly housed at Gonzaga University, "supported by patrons around the nation."

f) Goal 13, activate public spaces downtown. Include Native and local artists and architects, please.

"Focus on People" and "Test and Evaluate New Ideas," to quote the Preface to the Plan update, 4/3/21.

Yours,

Carol Ellis 2015 E. 36<sup>th</sup> Ave. Spokane, WA 99203





**Kutak Rock LLP**  
510 West Riverside Avenue, Suite 800, Spokane, WA 99201-0506  
office 509.747.4040

**PARKS &  
RECREATION**

**MAY 06 2021**

**RECEIVED**

**Nathan G. Smith**  
509.252-2690  
nathan.smith@kutakrock.com

May 4, 2021

Spokane Park Board  
c/o Pamela Clarke  
808 W. Spokane Falls Blvd.  
Spokane, WA 99208

**Re: Parks Department Property Acquisition - Dr. and Mrs. Getz**

Ladies and Gentlemen:

We are counsel to Dr. and Mrs. Daniel Getz. The Getzes would like to renew their interest in acquiring certain real property owned by the City of Spokane (the "City") located in the Peaceful Valley neighborhood. The Getzes have been actively attempting to acquire the property from the City for the past four years. They have patiently waited while the City Parks & Recreation Department explores potential processes to transfer surplus park property. They respectfully request that the Park Board revisit the process to surplus property that it last addressed in early 2019.

As a refresher about its interest in acquiring park property, the Getzes purchased the property located at 1918 West Clarke Avenue in August 2016. As part of the purchase, they also acquired two "out-parcels" that were either separated from their main property by City of Spokane property (parcel no. 25134.3128) or situated between two existing City parcels (parcel no. 25134.3102). Enclosed herewith is a map depicting the Getzes' parcels and the City parcels.

The Getzes are interested in acquiring three parcels from the City: 25134.3110, 25134.3103 and 25134.3101 at a mutually agreeable price. The Getzes believe that now is the appropriate time to have these discussions based upon impacts to the park budgeting due to the current global pandemic. Selling these properties alleviates a fiscal and personnel burden imposed upon the City. It also does not appear that these parcels were acquired for a particular purpose or currently used by the City. To the contrary, the City just completed significant wastewater improvements in the area and these properties were not improved with any new infrastructure. To the extent that parcel 25134.3101 is being used, the Getzes would be willing to discuss how best to accommodate possible City uses while still allowing the Getzes to acquire the property.

The Getzes would welcome the opportunity to visit with the Park Board to discuss their interest and work together for a process that allows for the acquisition to proceed.


# KUTAKROCK

Spokane Park Board  
May 4, 2021  
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If you would like to discuss this further, please do not hesitate to give me a call.

Very truly yours,

KUTAK ROCK LLP



Nathan G. Smith

Enclosure

cc: Dan and Jaclyn Getz

