

Spokane Park Board Agenda

3:30 p.m. Thursday, Aug. 12, 2021 WebEx virtual meeting Call in: 408-418-9388 Access code: 1466 71 4071

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) July 8, 2021, regular Park Board meeting minutes
 - 2) Claims July 2021 (\$2,908,930.93)
 - 3) ACI Northwest Inc. contract/Indian Canyon Golf Course restaurant HVAC replacement (\$29,800, plus tax)
 - 4) Doppelmayr USA sole source resolution
 - 5) Spokane Investment Pool (SIP) third installment resolution/Golf capital improvements
- 5. Special guest
 - A. Spokane Youth and Senior Centers Association quarterly update Harlan Henderson, Project Joy director
- 6. Financial report and budget update: Mark Buening
- 7. Special discussion/action items
 - A. Riverfront Park East Havermale dog park project update Nick Hamad
- 8. Committee reports Action items

Urban Forestry Tree Committee: The Aug. 3 meeting was canceled. – Rick Chase

A. Action items: None

Golf Committee: Aug. 10, 2021 – Gerry Sperling A. Action item presented as a consent agenda item.

Land Committee: Aug. 4, 2021 – Greta Gilman

A. Easements across public park property as a part of Beacon Hill 05-16 (Raynor Property) acquisition – Nick Hamad

Recreation Committee: Aug. 4, 2021 – Sally Lodato

A. Action items: None

Riverfront Park Committee: Aug. 9, 2021 – Nick Sumner

A. Coffman Engineers phase I design contract/Lilac Butterfly – Berry Ellison

B. Garco Construction Inc./Veterans Memorial renovation (\$56,198.30, tax inclusive) – Berry Ellison

Finance Committee: Aug. 10, 2021 – Bob Anderson

A. 2022 budget calendar and budget priorities – Mark Buening

Development and Volunteer Committee: Aug. 2, 2021 – Bob Anderson

A. DVC Citizen Advisory Committee structure and DVC non-Park Board member appointments

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: Jason Conley

10. Executive session

A. None

11. Correspondence

A. Letters/emails: Funding for Indian Canyon Golf Course

12. Adjournment

13. **Meeting dates**

A. Committee meeting dates:

Urban Forestry Tree Committee: 4:15 p.m. Aug. 31, 2021, via WebEx Land Committee: 3:30 p.m. Sept. 1, 2021, via WebEx Recreation Committee: 5:15 p.m. Sept. 1, 2021, via WebEx Riverfront Park Committee: 4 p.m. Sept. 2, 2021, via WebEx

Golf Committee: 8 a.m. Sept. 7, 2021, via WebEx Finance Committee: 3 p.m. Sept. 7, 2021, via WebEx

Development and Volunteer Committee: 3:30 p.m. Sept. 27

- B. Park Board: 3:30 p.m. Sept. 9, 2021, via WebEx
- C. Park Board Retreat: 11:30 a.m. 4 p.m. Sept. 29
- D. Park Board Study Session: No session scheduled at this time.

Agenda is subject to change

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



Spokane Park Board

3:30 p.m. July 8, 2021 WebEx virtual meeting

Park Board Members:

X Jennifer Ogden – President

X Bob Anderson – Vice President

X Garrett Jones – Secretary

X Nick Sumner

X Rick Chase

X Greta Gilman

X Sally Lodato

X Gerry Sperling

X Barb Richev

X Hannah Kitz

Kevin Brownlee (Absent/excused)

X Michael Cathcart – City Council liaison

Parks Staff:

Jennifer Papich

Jason Conley Terri Fortner
Mark Buening Guy Michaelsen
Fianna Dickson Melissa Huggins

Nick Hamad Otto Klein

Mark Poirier Monica Tonasket

Kelly Brown

Guests:

Jonathan Moog Sheldon Jackson
Al Vorderbrueggen James Richman
Pamela Clarke Lauren Schubring

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 and Committee-level items
 - 1) June 10, 2021, regular Park Board meeting minutes
 - 2) Claims June 2021 (\$3,890,262.59)
 - 3) Continuation of Parks fleet replacement pilot program (not to exceed \$145,000)

Motion #1– Jennifer Ogden moved to approve consent agenda items #1- 3, as presented.

Gerry Sperling seconded.

The motion passed with unanimous consent (10-0 vote).

- 5. Special guests
 - A. None
- 6. <u>Financial report and budget update</u> Mark Buening provided the June financial report and budget update. The June operating expenditures for the Park Fund are about \$263,000 less than the historic budget average. Year-to-date revenues are approximately \$564,000 above the budget average. Revenues are exceeding expenditures approximately \$2.56 million. The June operating expenditures for the Golf Fund is almost \$131,000 than the budget average.

Year-to-date revenues are exceeding the budget average more than \$824,000. Revenues are exceeding expenditures more than \$1.36 million year-to-date. There is a remaining budget of almost \$151,000 of the \$68.4 million Riverfront Park redevelopment budget.

7. Special discussion/action items

A. None

8. **Committee reports**

Urban Forestry Tree Committee: (The June 29 meeting was canceled.) Rick Chase

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. Aug. 3, 2021, via WebEx.

Golf Committee: July 6, 2021, Gerry Sperling

A. Garland/DBS Inc. roof replacement contract/Indian Canyon (not to exceed \$268,528, plus tax) – Mark Poirier presented an overview of the proposed roof replacement contract with Garland/DBS Inc for work at Indian Canyon Golf Course not to exceed \$268,528, plus tax. The existing roofing has a maximum lifespan of 15-25 years. It was installed about 30 years ago and will be uninsurable soon. The contract proposed includes installation of new OSB sheeting, new underlay and new shingles. The projected completion time is Oct. 31, 2021.

Motion #2– Gerry Sperling moved to approve the roof replacement contract at Indian Canyon with Garland/DBS Inc. not to exceed \$268,528, plus tax.

Barb Richey seconded.

The motion passed with unanimous consent (10-0 vote).

B. The next scheduled meeting is 8 a.m. Aug. 10, 2021, via WebEx.

Land Committee: June 30, 2021, Greta Gilman

A. Franklin Park basketball court mural donation/Spokane Tribe and Spokane Indians

Baseball Club – Melissa Huggins presented an overview of the proposed Franklin Park
basketball court mural donation from the Spokane Tribe and Spokane Indians Baseball Club.
The mural design includes the Salish word for Spokane, as well as other culturally significant
imagery including the Spokane River and redband trout. The rendering was approved by the
Spokane Indians, Spokane Tribe and the Spokane Arts Commission. If approved, the cost of
the mural will be covered by the Spokane Tribe and Spokane Indians with support from
Spokane Arts and Hooptown USA. Otto Klein of the Spokane Indians Baseball Club and
Monica Tonasket of the Spokane Tribe shared their enthusiasm and support for this
collaborative effort.

Motion #3 – Greta Gilman moved to approve the Franklin Park basketball court mural donation from the Spokane Tribe and Spokane Indians Baseball Club.

Sally Lodato seconded.

The motion passed with unanimous consent (10-0 vote).

B. The next scheduled meeting is 3:30 p.m. Aug. 4, 2021, via WebEx.

Recreation Committee: (The June 30 meeting was canceled.) Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. Aug. 4, 2021, via WebEx.

Riverfront Park Committee: July 1, 2021, Nick Sumner

A. Papillon South Landscape Improvements/Selkirk Development – Guy Michaelson presented an overview of the proposed landscape improvements by Selkirk Development relating to the Papillon South project. Per agreement with Selkirk Development, the Park Board is required to review and offer comment/approval for improvements proposed on park property located at the intersection of Howard and Mallon, Riverfront Park's North Howard Street Gateway. Selkirk is responsible for the cost of these improvements which include outdoor patio space with basalt walls, landscaping, lighting, a wide rail with a view facing the Park Promenade, and added soil for topography creating rolling mounds.

Motion #4 – Nick Sumner moved to approve the landscape improvements by Selkirk Development as presented.

Bob Anderson seconded.

The motion passed with unanimous consent (10-0 vote).

B. Riverfront Park North Bank Dog Park Letter of Intent with The Falls, LLC – Nick Hamad provided an overview of the proposed letter of intent with The Falls setting the groundwork for a dog park on the north bank of Riverfront Park. The Falls is requesting to develop a dog park immediately adjacent the proposed The Falls project as an amenity for the community. It would be located on the north end of the north pedestrian bridge. The early concept includes improved access, lighting, a public access dog park with fencing, and restoring the existing Boy Scout Shelter. The Falls proposes to design and construct the project at no cost to the city and will be responsible for regular maintenance of the facility for 20 years. While the letter of intent does not create a binding legal obligation, it defines the understanding which will be utilized in creating the final agreement with The Falls.

Motion #5 – Nick Sumner moved to approve the letter of intent with The Falls relating to the creation of a dog park on the north bank of Riverfront Park.

Gerry Sperling seconded.

The motion passed with unanimous consent (10-0 vote).

C. Hooptown USA courts memorandum of understanding with Hoopfest – Jonathan Moog provided an overview of the proposed memorandum of understanding with Hooptown USA which will provide Spokane Hoopfest Association exclusive use of Hooptown USA courts for Hoopfest and league play. The document also provides use of the adjacent parking lot for a Hoopfest event and one three-day activation annually. Hoopfest will provide six free public activations and contribute \$3,000 annually to the Hooptown court maintenance fund.

Motion #6 – Nick Sumner moved to approve the memorandum of understanding with Hooptown USA as presented.

Barb Richey seconded.

The motion passed with unanimous consent (10-0 vote).

D. The next scheduled meeting is 4 p.m. Aug. 9, 2021, via WebEx.

Finance Committee: July 6, 2021, Bob Anderson

- A. Action item: Presented as a consent agenda item.
- B. The next regularly scheduled meeting is 3 p.m. Aug. 10, 2021, via WebEx.

Development and Volunteer Committee: Bob Anderson

A. Action items: None

B. The next meeting is 3 p.m. Aug. 2, 2021, via WebEx.

9. **Reports**

A. **Park Board President**: Jennifer Ogden thanked past and current Park Board members, and staff for making the redevelopment of Riverfront Park a reality. She also thanked staff for their efforts in providing cooling centers during the recent heat crisis. Ms. Ogden thanked staff for being quick on their feet in making last-minute adjustments while hosting Gov. Inslee's press conference at the Pavilion where he announced the reopening of the state.

B. Liaisons

- 1) <u>Conservation Futures</u> Greta Gilman reported the 2021 nomination rounds for future acquisitions are open through July 31.
- 2) <u>Parks Foundation</u> Terri Fortner provided an overview of the foundation's fundraising efforts.
- 3) <u>City Council</u> Michael Cathcart encouraged the board to prioritize requests relating to American Recovery Plan funds and to submit those requests as soon as possible. The first disbursement of funds is expected to be spent around Sept. 1. Council member Cathcart submitted preliminary funding requests for planning and developing at Minnehaha, planning and design for other parks in northeast Spokane, as well as dollars for neighborhood and park lighting. He also suggested, as we approach the 50th anniversary of Expo '74, the board consider recognizing the person who helped saved the Clock Tower from being torn down.
- C. **Director**: Garrett Jones reported on the following:
 - 1) Irrigation Keeping street trees watered has been a high priority particularly during the record heat experienced in Spokane for the past two weeks.
 - 2) Cooling centers He thanked the mayor's office, staff and the community for pulling together to providing cooling centers during the extreme heat. During the 10-day span, Parks served 730 people.
 - 3) Water conservation Parks is working with the Water Department on target watering, and every-other-day watering in efforts to limit the volume of water used while still keeping parks green.
 - 4) Master Plan The public phase of the master plan process is scheduled to begin next week with surveys on the street, informational pamphlets included in the utility bill mailings and a variety of pop-up events scheduled throughout the community.
 - 5) Hybrid meetings Staff will be working on transitioning over to hybrid public meetings where attendees may join meetings both virtually and in person. More information will be released soon on this transition process.

10. **Executive Session**

A. None

11. Correspondence:

A. Letters/email: None

12. **Adjournment**: The meeting was adjourned at 5:03 p.m.

13. **Meeting Dates**

A. Committee meeting dates:
Development and Volunteer Committee: 3 p.m. Aug. 2, via WebEx

Urban Forestry Committee: 4:15 p.m. Aug. 3, 2021, via WebEx Land Committee: 3:30 p.m. Aug. 4, 2021, via WebEx Recreation Committee: 5:15 p.m. Aug. 4, 2021, via WebEx Riverfront Park Committee: 4 p.m. Aug. 9, 2021, via WebEx Golf Committee: 8 a.m. Aug. 10, 2021, via WebEx Finance Committee: 3 p.m. Aug. 10, 2021, via WebEx

- B. Park Board: 3:30 p.m. Aug. 12, 2021
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: Garrett Tones

Garrett Jones, Director of Parks and Recreation

CITY OF SPOKANE PARK AND RECREATION DIVISION JULY 2021 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - AUGUST 12, 2021

PARKS & RECREATION:

SALARIES & WAGES	\$ 1,441,079.15
MAINTENANCE & OPERATIONS	\$ 649,140.90
CAPITAL OUTLAY	\$ 47,514.74
DEBT SERVICE PAYMENTS	\$ -
PARK CUMULATIVE RESERVE FUND	\$ 275,267.29
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 63,784.61
GOLF:	
SALARIES & WAGES	\$ 236,990.59
MAINTENANCE & OPERATIONS	\$ 186,986.15
CAPITAL OUTLAY	\$ 8,167.50
DEBT SERVICE PAYMENTS	\$ -
TOTAL EXPENDITURES:	\$ 2,908,930.93

NOTE: PERIOD 13 & PERIOD 1 - THE BOND VARIES FROM FMS DUE TO TIMING DIFFERENCE TO WARRANT REPORT

Spokane Park Board Briefing Paper



Committee	Golf
Committee meeting date	Aug. 10, 2021
Requester	Mark Poirier
Requester phone number	625-4653
Type of agenda item	Consent Discussion Information Action
Type of contract	New Renewal/extension Amendment/change order Other
City Clerks file (OPR or policy #)	
Item title: (Use exact language on the agenda)	ACI contract/Indian Canyon restaurant HVAC replacement (\$29,800, plus tax)
Begin/end dates	Begins: 8/12/2021 Ends: 9/30/2021 Open ended
Impact if not approved at this time	Indian Canyon will not have heat.
The current heating source for Indian Canyo repairable, and will be replaced with an update of the commendation/motion wording:	on (restaurant) is an original 1930 boiler system. The boiler system is no longer lated/more efficient electric system.
Approve ACI/Indian Canyon HVAC Replace	ement in the amount of \$29,800, plus tax
Approvals/signatures outside Parks:	○Yes
If so, who/what department, agency or comp	•
	Email address: Phone:
Distribution: Parks – Accounting	
Parks – Pamela Clarke	
Requester: Mark Poirier	
Grant Management Department/Name	e:
Fiscal impact: Expenditure	Revenue
Amount: \$29,800, plus tax	Budget code: Capital Budget
Vendor: Existing vendor	New vendor
Supporting documents:	
✓ Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - City	W-9 (for new contractors/consultants/vendors y of Spokane ACH Forms (for new contractors/consultants/vendors
CONTRACTOR IS ON THE CITY S AGE NOSTER - CITY	y of Spokatie ACH Forms (for flew contractors/consultants/vendors

UBI#: 601-746-223



6600 N. Government Way
Coeur d'Alene, ID 83815
208-772-5165 or 800-767-3027
208-762-0961 Fax
Public Works 12948-U-1-2-3
Idaho Contractors Registration RCE-2672
Washington ACINOI*922D8
Electrical ACINOI*933NM

July 29, 2021

Attn: General Contractors

PROJECT: INDIAN CANYON GOLF COURSE RESTAURANT HVAC

SUBJECT: HVAC DRY SIDE PROPOSAL

ACI Northwest proposes to furnish and install the HVAC for said project from plans narrative provided. Please see the following scope.

HVAC Includes:

- Provide and install 2 Air Handlers and Air Conditioners
- Provide and install Ductwork Transitions to new Air Handlers
- Flush existing Refrigerate Piping
- Disconnecting and reconnection of existing Electric circuit, Refrigerant lines, and Control wire
- Demo of existing equipment
- Warranty of new equipment
- Start-Up of new equipment
- Permit

HVAC Excludes: Plumbing, electrical, roof cutting/patching, concrete cutting/patching/core holing, concrete pads, gas piping, condensate piping, engineering, cutting/patching, structural/framing, painting, building envelope testing, direct digital controls or energy management systems, commissioning, bonds, TAB services, repair of any building components not effected by removal and install of units, cleaning or repair of existing ductwork and equipment

Quote is good for 15 days.

Due to materials and equipment shortages lead times for items may be significantly longer than normal Please feel free to call if you should have any questions or concern.

Respectfully Submitted,

ACI Northwest, Inc.

Mike Van Hoose 208-772-5165



Project Title: INDIAN CANYON GOLF COURSE RESTAURANT HVAC

SECTION I. BID PREPARATION AND EVALUATION 1. A pre-bid conference will be held on N/A at N/A at N/A. The location will be N/A - No pre-bid conference will be held for this project 2. BID PREPARATION. Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid. 3. SUBMISSION OF BIDS. Submit one (1) copy of the Bid by 1:00 PM on July 30th, 2021 to MARK POIRIER at via email at mpoirier@spokanecity.org ______, Spokane, WA _______.

- 4. <u>CONTRACTOR'S REPRESENTATION.</u> The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
- QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
- 6. <u>AWARD OF CONTRACT.</u> Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
- 7. <u>PAYMENT.</u> Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor 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.
- 8. <u>REJECTION OF BIDS.</u> The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
- 9. <u>REGISTERED CONTRACTOR.</u> The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
- 10. <u>PUBLIC WORK REQUIREMENTS.</u> The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond form a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.
- 11. <u>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.</u> Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
- 12. <u>BUSINESS REGISTRATION REQUIREMENT.</u> 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 business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor 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.



SECTION II. GENERAL REQUIREMENTS

- 1. <u>SCOPE OF WORK.</u> Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
- 2. PROJECT CONTACT. The Project contact for the City of Spokane is:

Name:	MARK POIRIER
Department:	SPOKANE PARKS AND RECREATION
Phone:	509.625.4653
Email:	MPOIRIER@SPOKANECITY.ORG

- COMPLETION TIME. All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by September 30, 2021
- 4. <u>LIQUIDATED DAMAGES.</u> If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of \$250.00 for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
- 5. <u>INTENT OF SPECIFICATIONS.</u> The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
- 6. WASHINGTON STATE RETAIL SALES TAX.
 - A. <u>GENERAL CONSTRUCTION</u>. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
 - B. <u>PUBLIC STREET IMPROVEMENTS</u>. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
- 7. <u>PERMITS.</u> The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
- 8. <u>GUARANTY.</u> The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
- SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
- 10. <u>INSURANCE</u>. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
 - 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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



- c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- d. 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 insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:
 - https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.
 - Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is July 30, 2021
- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.
- 13. <u>RETAINAGE.</u> Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:
 - a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).
 - b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.
 - c. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.



SECTION III. TECHNICAL REQUIREMENTS

- 1. <u>PERFORMANCE</u>. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
- 2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.

SCOPE OF WORK.

BASE BID:

- -Furnish all permits required to complete project.
- -Disconnect electrical circuit from existing equipment.
- -Remove and dispose of the existing air handler @ approved off-site disposal facility.
- -Supply & Install two (2) 3 Ton High efficiency air handler w/ high efficiency evaporator and variable speed motor.

 (Lennox Merit Series Air Handler w/ Quantum Coils or approved equal.)
- -Supply & Install electric heat strips.
- -Supply & Install new transition duct work connecting new air handlers to existing ducts.
- -Supply & Install two (@) 3 Ton single stage condensing heat pumps (Lennox Merit Series Condensing Heat Pumps)
- -Supply & install all appurtenances as required to ensure full system operation (equipments pads for heat pumps, miscellaneous fittings, wall anchors, etc).
- -Contractor to flush and re-use existing linesets.
- -Supply and install new thermostat.
- -Reconnect new equipment to existing electrical circuit. (upgrade of electrical equipment not included).
- -Start up and commission new equipment and adjust as required to ensure operation in accordance with manufacturer's written specifications.
- -Repair all building components and landscape (wall plaster, shrubs, etc.) disturbed or damaged as a part of construction activity to a pre-construction condition.



BID											
	CITY OF SPOKANE, WASHINGTON										
PROJECT NAME: IN	IDIAN CANYON GOLF COURSE RESTAU	RANT HVAC									
the above project, a	ind agrees to comply with all applicable fed	it has examined the site, read and understands the specifications for deral, state and local laws and regulations. The bidder is advised that quirements and signed all certificates contained herein.									
BID OFFER. The price required to complet at the following price.	te the proposed project in strict accordance	is an offer to furnish all labor, materials, equipment and supervision e with the contract documents. The bidder proposes to do the project									
BASE BID:	\$_29,800.00										
SALES TAX (8.9 %) (9	9.0%) \$2,682.00	\$									
TOTAL BASE BID PRI	CE: \$\frac{32,482.00}{}										
TRENCH SAFETY SYS	STEM,	\$									
if excavation greate	0.00										
than four feet (4') de	eep: \$_0.00	ę.									
		\$									
CONTRACTOR RESP		100000000									
Washington Sta	te Contractor's Registration No.	ACINOI*922D8									
U.B.I. Number		601 746 223									
Washington Em	ployment Security Department Number	882229014									
Washington Exc	cise Tax Registration Number	A16694621									
City of Spokane	Business Registration Number	T12034320BUS									
	19, Contractor has fulfilled training require orks Training Requirement under RCW 39.0	ment or is exempt from 04.350 and RCW 39.06.020.(■ YES) (□ NO)									
ADDENDA. The undebeen included in thi		number(s) 1 and agrees that their requirements have									
The firm agrees that	t its Bid will NOT be withdrawn for a minim	um of forty five (45) calendar days after the stated submittal date.									
For contracts up to (☐YES)(☐NO)	\$150,000.00 including tax, the Contractor	may request for ten percent (10%) retainage in lieu of bond.									
Project, the bidder i as determined by a	s not a "willful" violator, as defined in RCW	-year period immediately preceding the bid solicitation date for this 1/49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, essment issued by the Department of Labor and Industries or through iction.									
I certify (or declare)	under penalty of perjury under the laws o	f the State of Washington that the foregoing is true and correct.									
FIRM NAME: ACI N	orthwest INc										
SIGNATURE:	New II										
TITLE: President		PHONE: 208-772-5165									
	Government Way, Coeur d Alene, ID 83815										

SUBCONTRACTOR LIST	*
PROJECT TITLE: INDIAN CANYON GOLF	COURSE RESTAURANT HVAC
	S TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)
CONTRACTOR/SUPPLIER Lennox, Inc.	
TYPE OF WORK/BID ITEM Heatin	g/Cooling Equipment
	NO.
CONTRACTOR'S REGISTRATION N	NO
CONTRACTOR/SUPPLIER	
TYPE OF WORK/BID ITEM	
AMOUNT \$	
CONTRACTOR'S REGISTRATION N	NO
■ NO SUBCONTRACTORS WILL BE USED O	ON THIS PROJECT
8/5/2021	July 1
Date	Signature of Authorized Representative

Spokane Park Board Briefing Paper



Committee	Riverfront Park Committee
Committee meeting date	Aug. 9, 2021
Requester	Jonathan Moog Phone number: 625-6243
Type of agenda item	● Consent
Type of contract/agreement	New Renewal/extension Amendment/change order Other
City Clerks file (OPR or policy #)	
Item title: (Use exact language noted on the agenda)	Doppelmayr USA Sole Source Resolution
Begin/end dates	Begins: 08/12/2021 Ends: 09/30/2026 Open ended
specifications determined and cert the notice of potential source sole sole source provider and authorizing	
Approvals/signatures outside Parks: If so, who/what department, agency or compared to the second s	Ompany:
Name: none	Email address: Phone:
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:	
Fiscal impact: Expenditure Amount: As needed	Revenue Budget code:
Vendor: • Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	

Updated: 10/21/2019 3:23 PM

RESOLUTION

A SOLE SOURCE RESOLUTION declaring Doppelmayr USA a sole source provider and authorizing the purchase of replacement parts and service for the Riverfront Park Numerica SkyRide, which was manufactured by CWA, and is now a subsidiary of Doppelmayr USA without public bidding through September 30, 2026.

WHEREAS, Riverfront Park's (RFP's) Numerica SkyRide is manufactured by Doppelmayr USA and was placed into service in 2007; and,

WHEREAS, Riverfront Park's Numerica SkyRide was designed primarily for use as a ski lift, and in this particular application the enclosed gondola is used as a year round, Spokane Falls sightseeing attraction for guests in Riverfront Park; and,

WHEREAS, The Numerica SkyRide generates over \$900,000 in revenue for RFP and hosts over 130,000 riders a year; and,

WHEREAS, The Numerica SkyRide is required to have periodic maintenance completed in accordance with Doppelmayr USA OEM maintenance and operations manual, which includes completion of preventative and corrective maintenance service and overhaul of the various SkyRide components.and,

WHEREAS, all major alterations and maintenance are inspected and verified through the State of Washington Department of Labor and Industries (L&I) to be compliant with ASTM Standards for Amusement Rides and Devices to be within manufacturer's specifications; and,

WHEREAS, all parts for the Numerica SkyRide must be original (OEM) parts from Doppelmayr USA, as specified in Doppelmayr USA OEM service and maintenance manual; and,

WHEREAS, Doppelmayr USA will not certify third party parts as an as-equal equivalent to original manufacturer parts.

WHEREAS, this resolution will enable to RFP to more quickly make repairs to minimize downtime to the of the attraction to visitors; and,

-- Now Therefore, BE IT RESOLVED by the Parks and Recreation Division for the City of Spokane that it hereby declares Doppelmayr USA a sole source vendor of parts and service for Numerica SkyRide; and

AND BE IT FURTHER RESOLVED that the City of Spokane Park Board hereby authorizes the purchase of replacement parts and services without further Council action from Doppelmayr USA without public bidding through September 30, 2026.

ADOPTED BY THE PARKS BOARD ON _	
Approved as to form:	Park Board President – Jennifer Ogden
Assistant City Attorney	City Clerk

17-437a

Spokane Park Board Briefing Paper



Committee	Finance Comm	ittoo		
Committee meeting date	Aug. 10, 2021	illee		
Requester	Jason Conley		Phone number: 625-62	011
Type of agenda item	Consent	Discussion	Information	Action
Type of contract/agreement	<u> </u>	Renewal/extension	Amendment/change orde	Š
<u> </u>		<u> </u>	Amendment/change orde	i Gottlei
City Clerks file (OPR or policy #)	OPR 2018-009			
Item title: (Use exact language noted on the agenda)	Spokane Investimprovements	tment Pool (SIP) thin	d installment resolution/Golf cap	ital
Begin/end dates	Begins: 08/12/2	2021 End	ls:	Open ended
Background/history: In 2018, the Park Board approved an SIF loan draw requests must come in the form Motion wording:	n of a resolution	for Park Board cons	ideration.	
Approvals/signatures outside Parks:	installment from	the Spokane Invest	ment Pool (SIP) in the amount c	f \$2,500,000.
If so, who/what department, agency or co		O		
Name:	Email address	s:	Phone:	
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name:				
Fiscal impact: C Expenditure	Revenue			
Amount: Vendor:	○ New vend	Budget code:		
Vendor:	O New vend	IOI		
Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C		ACH Forms	ew contractors/consultants/vendo s (for new contractors/consultants/ Certificate (min. \$1 million in Gene	vendors

Updated: 10/21/2019 3:23 PM

CITY OF SPOKANE PARK BOARD

RESOLUTION

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

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

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

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

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

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

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

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

WHEREAS, the Park Board approved a \$7,500,000 SIP loan, with the first installment issued in 2018 at the amount of \$2,500,000 and a second installment in 2019 also at the amount of \$2.500,000 with future loan draw requests coming in the form of an annual Resolution, with the flexibility to adjust the schedule of borrowing, within the total amount stated above, and

WHEREAS, construction will continue in the fall of 2021, commencing with the installation of new irrigation system at Downriver golf course, in conjunction with a City funded Combined Sewer Overflow (CSO) project, and

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

Dated this day of August 2021.	
	Park Board President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

AGENDA SHEET FOR PARK BOARD MEETING OF: July 11, 2019 Submitting Division Contact Person Phone No. Parks & Recreation 625-6211 Jason Conley Department: Finance Operations Recreation/Golf Riverfront Park CLERKS' FILE OPR 2018-0094 RENEWAL Committee: Finance Land Recreation **CROSS REF ENG** New Renewal Amendment Extension Type of contract: BID REQUISITION Open ended Beginning date: _ _ Expiration date: __ **AGENDA WORDING:** Approval of resolution requesting a second installment from the Spokane Investment Pool (SIP) in the amount of \$2,500,000, to upgrade the four City golf course irrigation systems, and other on-course and off-course improvements over the next four years. RECEIVED JUL 1 8 2019 **BACKGROUND:** (Attach additional sheet if necessary) CITY CLERK'S OFFICE In 2018, the Park Board approved an SIP loan in the amount of \$7.5 million to be repaid over a 15-year term. Each year, loan draw requests must come in the form of a resolution for Park Board consideration. **RECOMMENDATION:** Approve the resolution requesting a second installment from the Spokane Investment Pool (SIP) in the amount of \$2,500,000. ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements. Park Board resolution and the approved 2018 resolution requesting a loan from the SIP in the amount of \$7.5 million to be repaid over a 15-year term. SIGNATURES: Requester - Jason Conley Dept Manager Interim Director of Parks & Rec - Garrett Jones Parks Accounting - Megan Qureshi Legal Dept. - Pat Dalton **DISTRIBUTION:** Parks: Accounting Parks: Pamela Clarke Budget Manager: Requester: Jason Conley PARK BOARD ACTION: APPROVED BY SPOKANE PARK BOARD President

July 11, 2019

Fiscal Impact Expenditure:	Budget Account
Revenue:	
Existing vendor New vendor – If so, pl	lease include vendor packet
Supporting documents: Quotes/Solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster City of Spokane Spokane Business registration expiration date: 3.31.2020	W-9 (for new contractors/consultants/vendors) ACH Forms (for new contractors/consultants/vendors) Insurance Certificate (minimum \$1 million in General

CITY OF SPOKANE PARK BOARD

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

Dated this <u>II+h</u> day of July 2019.

Park Board President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney



AGENDA SHEET FOR PARK BOARD MEETING OF: Feb. 8, 2018 Phone No. Contact Person **Submitting Division** Parks & Recreation Jason Conley 625-6211 OPR 2018-0094 Operations Recreation/Golf Riverfront Park CLERKS' FILE RENEWAL Land Recreation Riverfront **CROSS REF ENG** Amendment Extension Type of contract: New Renewal BID REQUISITION _____ Open ended Expiration date: __ **AGENDA WORDING:** Approval of resolution requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000, said to be repaid over a 15-year term, with facility impact fees attached to the green fees associated with each round of golf, with the 2018 loan disbursement to be in the amount of \$2,500,000 with disbursements and debt services to be generally in conformance with Exhibit A. **BACKGROUND:** (Attach additional sheet if necessary) Request for a (SIP) loan in the amount of \$7,500,000 to upgrade four City golf course irrigation systems and other on-course and off-course improvements. **RECOMMENDATION:** Approve the resolution seeking a (SIP) loan in the amount of \$7,500,000 with the 2018 loan disbursement in the amount of \$2,500,000. **ATTACHMENTS**: Include in packets. See back of Agenda Sheet for specific supporting document requirements. Park Board Resolution and associated Exhibit. SIGNATURES: Director of Parks & Rec - Leroy Eadie Conley Megan Qureshi Parks Accounting Legal Dept. - Pat Dalton RECEIVED **DISTRIBUTION:** Parks: Accounting FEB 122018 Parks: Pamela Clarke **Budget Manager: Tim Dunivant** CITY CLERK'S OFFICE Requester: APPROVED BY SPOKANE PARK BOARD PARK BOARD ACTION: President

Feb. 8, 2018

<u>Fiscal Impact</u> Expenditure:	Budget Account
Revenue:	
Existing vendor New vendor – If so, pl	please include vendor packet
Supporting documents:	
Quotes/Solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster City of Spokane Spokane Business registration expiration date:	W-9 (for new contractors/consultants/vendors) ACH Forms (for new contractors/consultants/vendors) Insurance Certificate (minimum \$1 million in General Liability)

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CITY OF SPOKANE PARK BOARD

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 8^{+h} day of February 2018.

Park Board President

Attest:

City Clerk (02/12/18)

Approved as to form:

Assistant City Attorney

Public Safety Capital	As	Loan// sumed Rate riods	An	nual 15	Semi-Annı 3.6	i <u>al</u> 60% 30	10 20	Rate Calc yr treasury yr treasury yr treasury	2/5/2018 2.77% 2.92%	interpolated 2.85%		3.60%										
Department Capital: Golf Available Funding Total to be Financed			4	ors saturo Sociato	2,800,0	9	2071	:	Capital \$ 7,500,000 \$ - \$ 7,500,000													
		1		2	3		4	5	6	7		8	9	10	11	12	13	14	15	16	17	18
Debt Service:		2018		019	2020		2021	2022	2023	2024		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
2018 Borrowings	\$	217,082		217,082	217,0		217,082 \$	217,082	\$ 217,082	\$ 217,082		217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082	217,082		- \$	- :	\$ -
2019 Borrowings 2020 Borrowings			5	217,082	,		217,082 \$	217,082		\$ 217,082		217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082	217,082		217,082 \$	- 1	\$ -
2021 Borrowings					217,0	82 \$	217,082 \$	217,082	\$ 217,082	\$ 217,082	>	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082	217,082	\$ 217,082 \$	217,082 \$	217,082	
2021 CONTONNINGS	\$	217,082	\$ 4	434,163	651,2	45 \$	651,245 \$	651,245	\$ 651,245	•	\$	651,245 \$	651,245 \$	651,245 \$	651,245 \$	651,245 \$	651,245	651,245	\$ 651,245 \$	434,163 \$	217,082	
# R	lounds	146,000		146,000	146,	000	146,000	146,000	146,000	146,000		146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000
Cap F	ac Fee \$	2.00	\$	3.00	5 5.	00 \$	5.00 \$	5.00	\$ 5.00	\$ 5.00	\$	5.00 \$	5.00 \$	5.00 \$	5.00 \$	5.00 \$	5.00	5.00	\$ 5.00 \$	5.00 \$	5.00	
Available Funding:	s	292,000	\$ 4	438,000	730,0	00 \$	730,000 \$	730,000	\$ 730,000	\$ 730,000	\$	730,000 \$	730,000 \$	730,000 \$	730,000 \$	730,000 \$	730,000 \$	730,000	\$ 730,000 \$	730,000 \$	730,000	5 730,000
Excess Available	Ś	74,918	Ś	3,837	78.7	55 \$	78,755 \$	78,755	\$ 78,755	\$ 78,755	5	78,755 \$	78,755 \$	78,755 \$	78,755 \$	78,755 S	78,755	78,755	\$ 78,755 \$	295.837 \$	512,918	730,000
Cumulative Excess	•	,	\$	78,755			236,266 \$	315.021				551,286 \$	630,042 \$	708,797 \$	787,552 \$	866,307 \$	945,063	,	\$ 1,102,573 \$			2,641,328
					,-	+		,			•	,	,	,,	,	555,507 5	343,003 4	2,023,010	÷ 1,102,313 \$	1,330,410 \$	1,311,320	2,0-1,320

AGENDA SHEET FOR PARK BOARD MEETING OF: Feb. 8, 2 Contact Person Phone No. Submitting Division Parks & Recreation Jason Conley 625-6211 OPR 201 Department: Finance Operations Recreation/Golf Riverfront Park CLERKS' FILE RENEWAL Land Recreation Riverfront **CROSS REF ENG** Amendment Extension Renewal New Type of contract: BID REQUISITION Expiration date: Beginning date: _ **AGENDA WORDING:** Approval of resolution requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000, said to be repaid over a 15-year term, with facility impact fees attached to the green fees associated with each round of golf, with the 2018 loan disbursement to be in the amount of \$2,500,000 with disbursements and debt services to be generally in conformance with Exhibit A. **BACKGROUND:** (Attach additional sheet if necessary) Request for a (SIP) loan in the amount of \$7,500,000 to upgrade four City golf course irrigation systems and other on-course and off-course improvements. RECOMMENDATION: Approve the resolution seeking a (SIP) loan in the amount of \$7,500,000 with the 2018 loan disbursement in the amount of \$2,500,000. ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements. Park Board Resolution and associated Exhibit. SIGNATURES: Director of Parks & Rec - Leroy Eadie Requester - Jason Conley Dept. Manager RECEIVED Parks Accounting - Megan Qureshi Legal Dept. - Pat Dalton **DISTRIBUTION:** Parks: Accounting FEB 12 2018 Parks: Pamela Clarke **Budget Manager: Tim Dunivant** CITY CLERK'S OFFICE Requester: APPROVED BY SPOKANE PARK BOARD PARK BOARD ACTION: President Feb. 8, 2018

Fiscal Impact Expenditure:	Budget Account '
Revenue:	
Existing vendor New vendor – If so, please include vendor packet	
Supporting documents:	
Quotes/Solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster City of Spokane Spokane Business registration expiration date:	W-9 (for new contractors/consultants/vendors) ACH Forms (for new contractors/consultants/vendors) Insurance Certificate (minimum \$1 million in General Liability)

CITY OF SPOKANE PARK BOARD

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 8th day of February 2018.

Park Board President

Approved as to form:

Attest:

City Clerk (02/12/18)

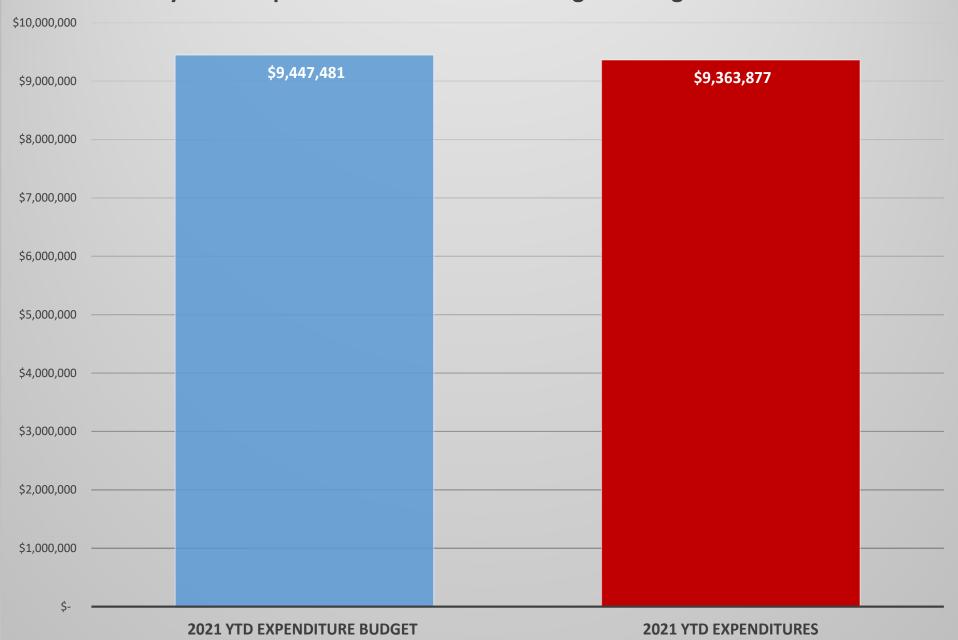
Assistant City Attorney

Public Safety Capital		Loan// umed Rate iods	<u> </u>	Annual S	Semi-Annua 3.60	_	20	Rate Calc Oyr treasury Oyr treasury oyr treasury oyr treasury	2/5/2018 2.7 2.9	7%	terpolated 2.85%	3.60%										
Department Capital: Golf Available Funding	\$ \$	2,500,000	\$ 2	2019 2,500,000 \$ - \$	2,500,00	0 \$			\$ 7,500,0 \$ -	00												
Total to be Financed	\$	2,500,000	\$ 2	2,500,000 \$	2,500,00	0 \$	•		\$ 7,500,0	00												
Debt Service:		1 2018		2 2019	3 2020		4 2021	5 2022	6 2023		7 2024	8 2025	9 2026	10 2027	11 2028	12 2029	13 2030	14 2031	15 2032	16 2033	17 2034	18 2035
2018 Borrowings	\$	217,082		217,082 \$	217,08		217,082 \$	217,082	\$ 217,0	82 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	- \$	- \$	- 2035
2019 Borrowings 2020 Borrowings			\$	217,082 \$	217,08	70	217,082 \$,	\$ 217,0		217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	- \$	-
2021 Borrowings				\$	217,08	\$	217,082 \$,	\$ 217,0	4	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	217,082 \$	
	\$	217,082	\$	434,163 \$	651,24	5 \$	651,245 \$	651,245	\$ 651,2	45 \$	651,245 \$	651,245 \$	651,245 \$	651,245 \$	651,245 \$	651,245 \$	651,245 \$	651,245 \$	651,245 \$	434,163 \$	217,082 \$	
# Round	c	146.000		146,000	146,0	20	146,000	146,000	146,0		146,000	146,000	146,000	146,000	116,000	4.6.000						
Cap Fac Fee		2.00		3.00 \$	5.0		5.00 \$			00 \$	5.00 \$	5.00 \$	146,000 5.00 \$	146,000 5.00 \$	146,000 5.00 \$	146,000 5.00 \$	146,000 5.00 \$	146,000 5.00 \$	146,000 5.00 \$	146,000 5.00 \$	146,000 5.00 \$	146,000 5.00
Available Funding:	\$	292,000	\$	438,000 \$	730,00	0 \$	730,000 \$	730,000	\$ 730,00	00 \$	730,000 \$	730,000 \$	730,000 \$	730,000 \$	730,000 \$	730,000 \$	730,000 \$	730,000 \$			730,000 \$	730,000
Excess Available	\$	74,918	\$	3,837 \$	78,75	5 \$	78,755 \$	78,755	\$ 78,75	55 \$	78,755 \$	78,755 \$	78,755 \$	78,755 \$	78,755 \$	78,755 \$	78,755 \$	78,755 \$	78,755 \$	295,837 \$	512,918 \$	730,000
Cumulative Excess			\$	78,755 \$	157,51	0 \$	236,266 \$	315,021	\$ 393,7	76 \$	472,531 \$	551,286 \$	630,042 \$	708,797 \$	787,552 \$	866,307 \$	The second secon	1,023,818 \$			1,911,328 \$	

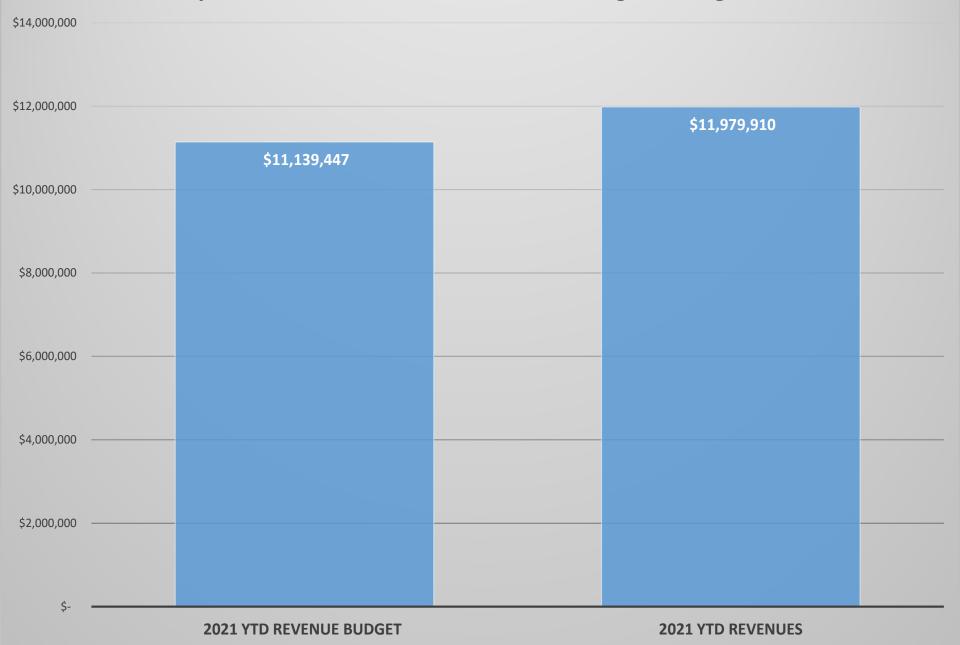
City of Spokane PARKS PARKS PRECREATION

Financial Reports
July 2021

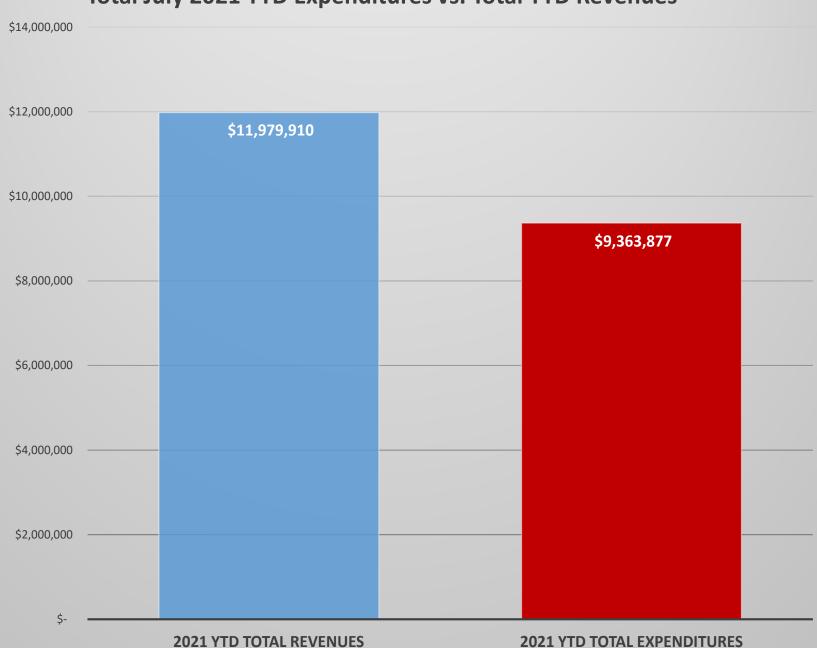
Park Fund July 2021 Expenditures vs. Historical Budget Average



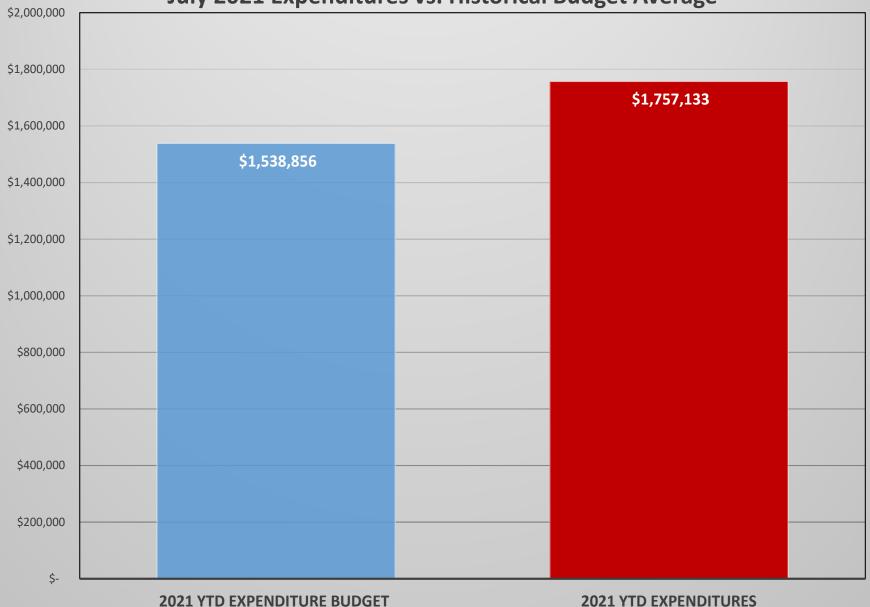
Park Fund July 2021 Total Revenues vs. Historical Budget Average



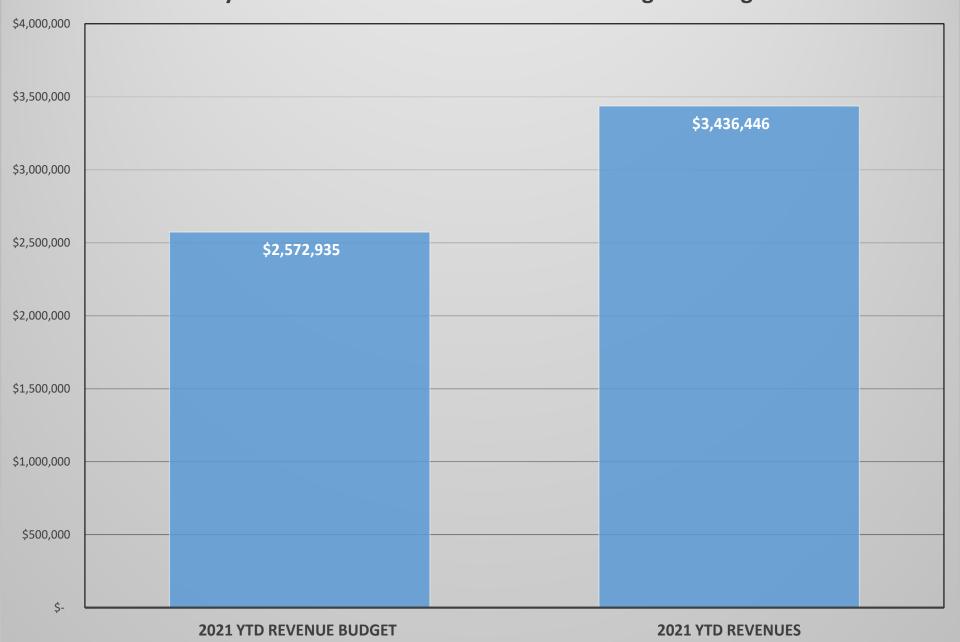
Park Fund
Total July 2021 YTD Expenditures vs. Total YTD Revenues



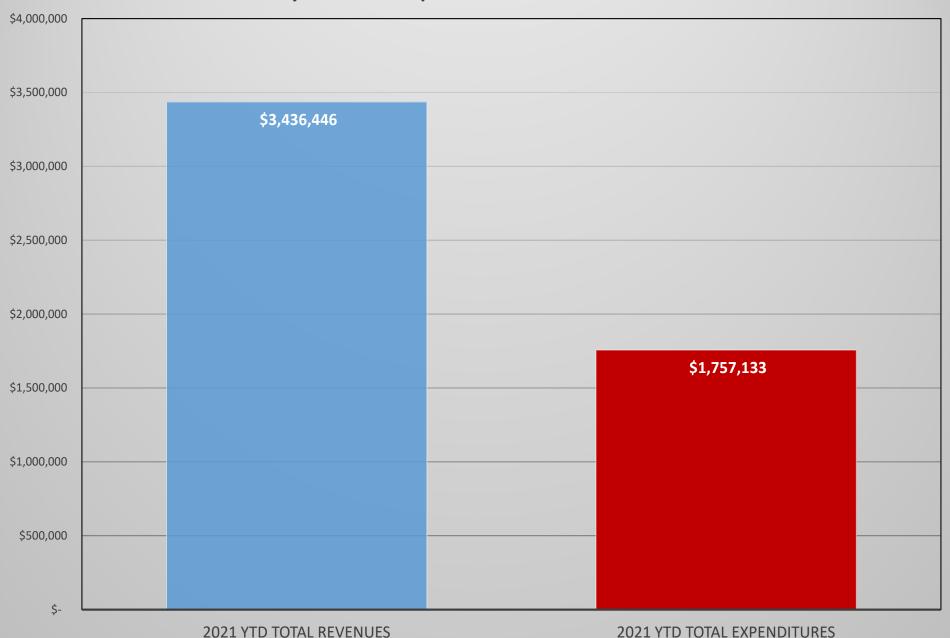
Golf Fund
July 2021 Expenditures vs. Historical Budget Average



Golf Fund July 2021 Total Revenues vs. Historical Budget Average



Golf Fund
Total July 2021 YTD Expenditures vs. Total YTD Revenues

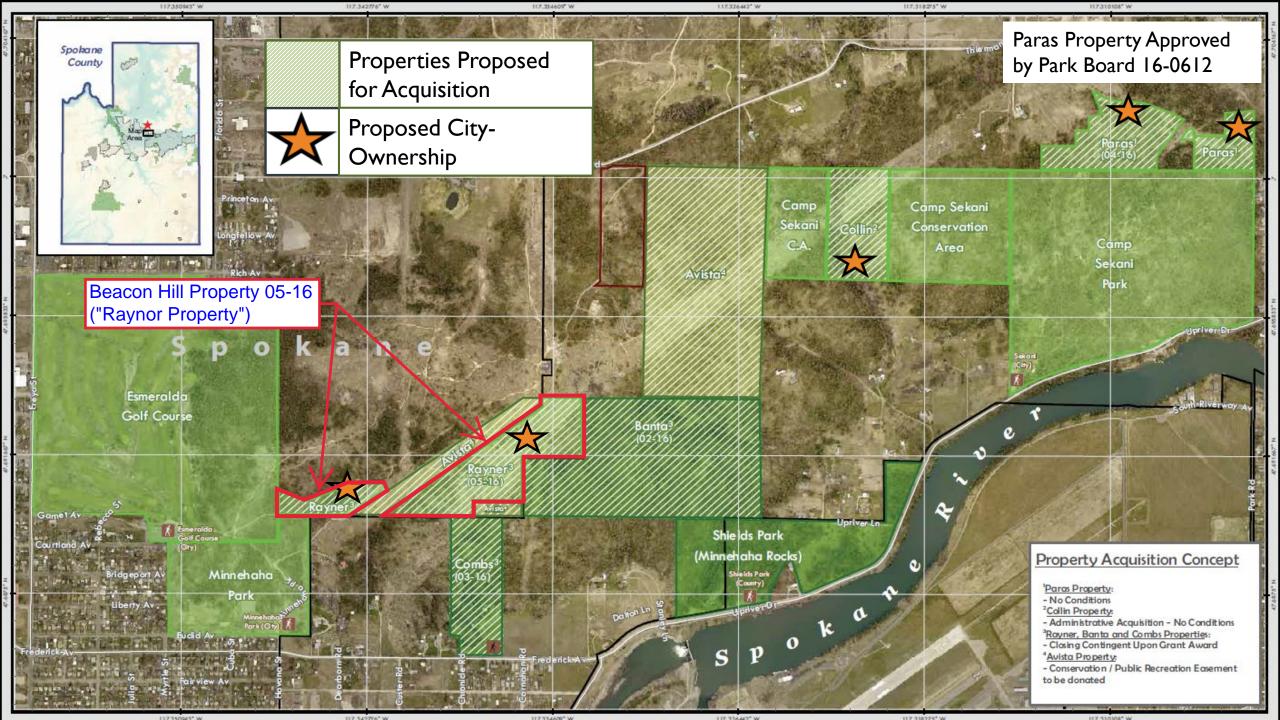


Project Component	udget Adopted ecember 2020	Ex	pended as of July 31, 2021	(Committed to Date	Bu	ıdget Balance
1. South Bank	\$ 10,412,530.00	\$	10,412,530.00	\$	-	\$	-
West							
2. South Bank	\$ 11,744,579.00	\$	11,744,579.00	\$	<u>-</u>	\$	-
Central							
3. Howard St.	\$ -	\$	-	\$	-	\$	-
SC Bridge							
4. Promenades	\$ 8,515,817.00	\$	8,231,332.00	\$	308,808.14	\$	(5,323.14)
& Cent. Trail							
5. Havermale	\$ 22,186,182.00	\$	22,186,182.00	\$	-	\$	-
Island							
6. snxw mene?	\$ 756,742.00	\$	201,742.00	\$	415,000.00	\$	140,000.00
7. North Bank	\$ 10,133,837.00	\$	10,338,658.00	\$	352,773.77	\$	(134,564.37)
8. South Bank	\$ 156,847.00	\$	156,847.00	\$	-	\$	-//-/-
East							
Program Level	\$ 4,488,758.00	\$	4,254,789.00	\$	101,335.69	\$	132,633.31
Total	\$ 68,395,292.00	\$	67,526,659.00	\$	1,177,917.60	\$	132,745.80

Spokane Park Board Briefing Paper



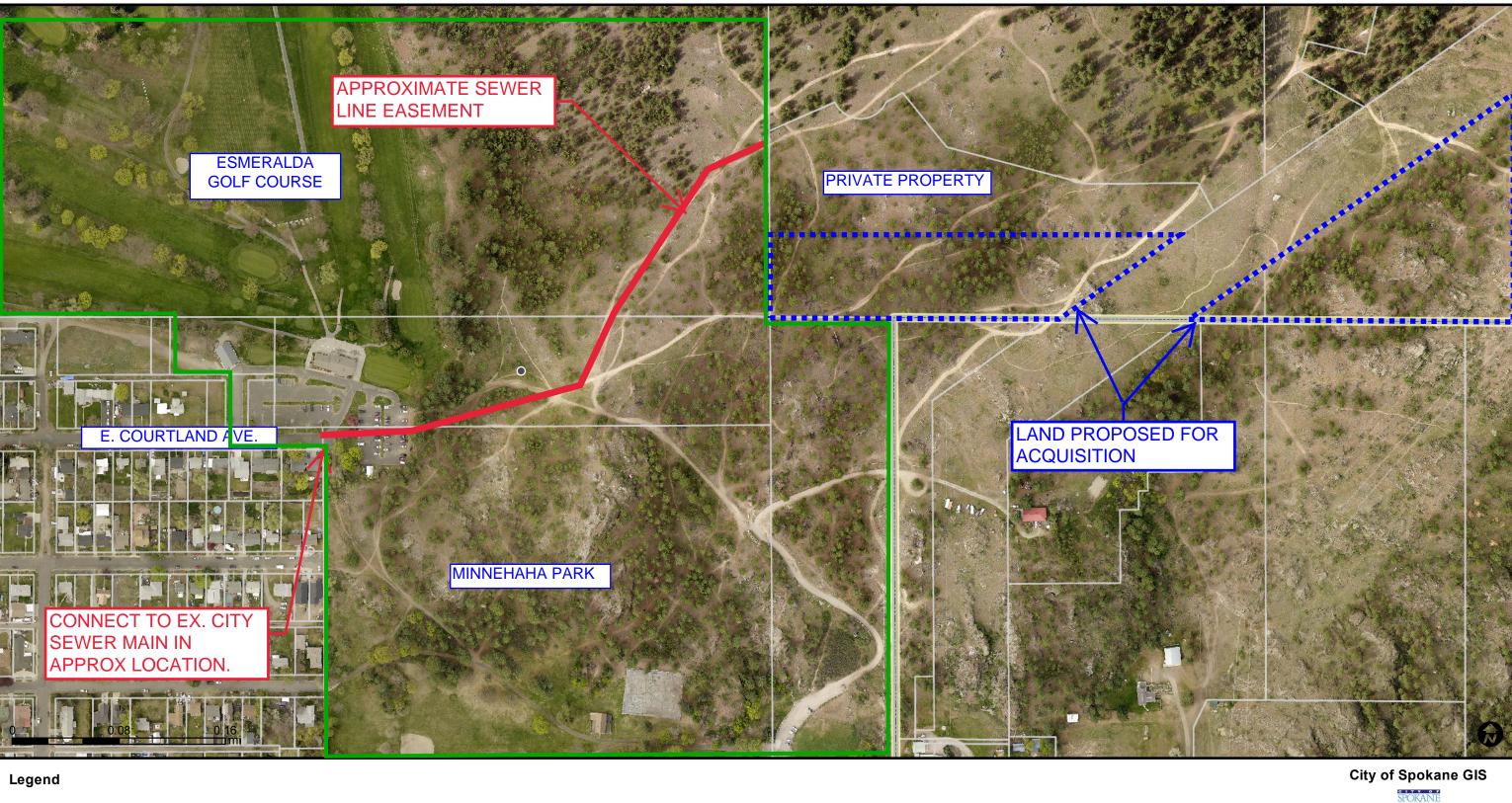
Committee	Land Committee						
Committee meeting date	Aug. 4, 2021						
Requester	Nick Hamad Phone number: 363-54	52					
Type of agenda item	Consent Discussion Information	Action					
Type of contract/agreement	New	Other					
City Clerks file (OPR or policy #)							
Item title: (Use exact language noted on the agenda)	Easements across public park property as a part of Beacon Hill 05-Property) acquisition.	6 (Raynor					
Begin/end dates	Begins: Aug. 12, 2021 Ends:	Open ended					
Background/history: City and county staff are actively pursuing acquisition of private lands from willing sellers for public outdoor recreational use as outlined in the Make Beacon Hill Public project. As a part of the proposed purchase and sale agreement for the Beacon Hill property 05-16 (Raynor Property), (2) easements across public park property are requested. 1 sewer line & maintenance road easement and 1 pathway easement. In February 2020 the Park Board authorized acquisition of Beacon Hill 05-16 (Raynor Property) with Conservation Futures funding as part of the Make Beacon Hill Public project. The Park Board did not authorize granting of easements at that time. Motion wording:							
purchase. Approvals/signatures outside Parks:		ропу					
If so, who/what department, agency or c Name: Ryan Buth	company: Nationwide Capital Investment, LLC Email address: Phone:						
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:							
Fiscal impact: C Expenditure	Revenue						
Amount: \$0.00	Budget code:						
Vendor: • Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - 0		vendors					

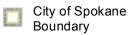


SECTION 9: PATHWAY EASEMENT

Purchaser shall work with Seller after closing to negotiate and execute a non-exclusive easement within one year of closing to allow for the Seller (or Assigns) to construct and maintain a pathway through a portion of APN's 35031.0001, 35034.0101 and 35034.0003 to provide pedestrian, bicycle and golf cart access between Seller's future development and Esmerelda Golf Course. The Parties agree that the Pathway Easement should include provisions for emergency access. This section shall survive closing. The route of this future easement shall not be located on the Subject Property.

Proposed Sewer Line Easement





Parcel



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.

After Recording Return To: Stamper Rubens, P.S. 720 W Boone, Suite 200 Spokane WA 99201 Attn: Edward H. Turner

Document Title: Easement
Grantor: City of Spokane

Grantee: NATIONWIDE CAPITAL INVESTMENT, LLC

Legal Description: A Portion of the SE ¼ of S 3, T 25 N, R 43 E.W.M. more particularly described below

Assessor's Tax Parcel #s: 35034.0003, 35034.0101

SEWER LINE AND MAINTENANCE ROAD EASEMENT

For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, CITY OF SPOKANE, a political subdivision of the State of Washington ("Grantor"), hereby grants, conveys and warrants to NATIONWIDE CAPITAL INVESTMENT, LLC, a Washington Limited Liability Company ("Grantee"), a perpetual non-exclusive easement ("Easement") for the installation and maintenance of an underground sanitary sewer line, and a sewer maintenance road, to be constructed by Grantee over, under, along and across property owned by Grantor legally described in EXHIBIT "A" and generally depicted in EXHIBIT "B" attached hereto and incorporated herein by reference ("Grantor's Property"). The Easement is created for the benefit of real property owned by the Grantee, legally described on EXHIBIT "C" attached hereto and incorporated herein by reference ("Grantee's Property").

1. **PURPOSE AND SCOPE.** This Easement is created for installation, inspection, operation, maintenance, repair, and reconstruction, as reasonable and appropriate for an underground sanitary sewer line and appurtenant facilities ("Sewer Line") for the benefit of the Grantee's Property, as well as other properties that may be served in the future by a sewer utility service provider who may connect the Sewer Line to its overall sewage collection and treatment system. Appurtenant to the Sewer Line and provided for within this Easement is the Grantee's construction, maintenance, and repair of a 12'-wide, all-weather maintenance road ("Maintenance Road) (as required for sewer maintenance access) within the Easement.

Grantor, it's agents, and contractors shall have the right to use and enjoy the Maintenance Road for uses that are consistent with the purposes for which the Easement has been granted, including maintenance and operation of Grantor's Property.

2. **CONSTRUCTION & MAINTENANCE OF EASEMENT IMPROVEMENTS.** Unless otherwise described herein, Grantee, it's agents and contractors shall be solely responsible for all expenses and actions associated with permitting, construction, and maintenance of the Sewer Line and Maintenance Road within the Easement (collectively hereinafter "Easement Improvements"). In granting this Easement, the Grantor does not guarantee that the City of Spokane's Wastewater Management Department ("City Wastewater") will approve the Grantee's placement of the Sewer Line within said Easement. Securing approval from City Wastewater shall be the sole responsibility and at the expense of the Grantee. All work associated with construction of the Easement Improvements shall be performed in compliance with all permits, applicable safety regulations, and codes. Grantee shall coordinate construction of the Easement Improvements that could impact the trail system on Grantor's Property with Grantor prior to beginning work. Grantor may request and require Grantee to provide signage, caution tape and / or other communication tools to enforce temporary closures of trails to facilitate construction of the Easement Improvements as allowed herein. Grantor, at its sole discretion, may also require the Grantee to install reasonable access control structures (i.e. fencing, gates and / or bollards) where the Maintenance Road intersects with traveled roadways (public and private) to protect Grantor's property from unauthorized motorized use or other illegal activities. After completion of the Easement Improvements and after performance of any maintenance or repair functions after initial completion of the Easement Improvements, all disturbed surface areas not occupied by surface portions of the Easement Improvements shall be recontoured, restored as nearly as practicable to their original condition and planted in a native grass mix coordinated and approved by the Grantor (except to the extent applicable review and approval governmental agencies having jurisdiction require an alternative surface (such as a road bed) (collectively "Restoration Work"). To the extent any trees are removed as part of the Grantee's construction of the Easement Improvements, Grantee shall utilize reasonably best management practices ("BMPs") to prevent disease, insect infestation, or damage to other trees and vegetation on the Grantor's Property.

It is contemplated that upon completion and City acceptance of the Easement Improvements, said improvements will become property of City Wastewater and ongoing repair, maintenance, and / or future restoration, will be performed by the corresponding said entity, unless stated otherwise.

- 3. **DAMAGE.** Grantee agrees to repair any damage or to compensate Grantor for any damage to Grantor's property, including the Easement and the Grantor's Property adjacent to it that may be caused by the Grantee's exercise of the rights granted herein.
- 4. **LOCATION AND AMENDMENT OF EASEMENT.** The Parties acknowledge that the exact locations and alignment of the Easement, including the locations of the Easement Improvements to be constructed within the Easement are, as of the Effective Date of this Easement, unknown. It is also understood that the Sewer Line and Maintenance Road, and will be located in the same location or run along the same alignment. In certain cases, the Maintenance Road may need to be separated from the Sewer Line to be able to meet design standards for the Maintenance Road as required by City Wastewater. The Parties agree that the exact locations of all of the Easement Improvements will be determined by Grantee and submitted to Grantor for review based on considerations of efficient and appropriate development, design and configuration of improvements to be made on Grantee's Property that will adjoin Grantor's Property and benefit from the Easement; existing termination

points for water and other utilities and services that may be provided for the benefit of Grantee's Property; and topography, subsurface conditions and similar matters as may be determined by Grantee; all of which shall be submitted to the Grantor for review and approval of final Easement location(s) prior to amending Exhibits "A" and "B" herein. Grantor shall not unreasonably withhold approval of the final Easement location(s). The Parties agree that the final Easement location(s) shall minimize impact on the Grantor's Property, including existing trail system, to the extent reasonably possible.

Upon final determination of Easement location(s), Grantee shall cause at its sole expense, such final Easement locations to be surveyed by a qualified and licensed surveyor, with the centerline of the final Easement alignment(s) to be the centerline of the installation with the width of the Easement as necessary and/or required by the governmental entity with jurisdiction over the Easement Improvements (or portions thereof). To the extent no such width requirements are imposed, the Easement for the Sewer Line and Maintenance Road shall be a minimum thirty feet wide unless otherwise approved by City Wastewater.

At that point, legal descriptions for the final Easement location(s) will be prepared at the expense of Grantee by such surveyor. The revised descriptions shall be incorporated into an amendment to this Easement and, upon preparation of said amendment, the same shall be executed by the Parties and then recorded at the sole expense of Grantee. Upon recording, the amendment to this Easement shall fix and constitute the final description of the Easement. Any portions of the area depicted on the diagram attached hereto as Exhibit "B" lying outside of the final Easement location(s) shall be considered released from the effect of this Easement; and any Easements or rights or obligations created hereunder, and title to such portion of Grantor's Property lying outside the final Easement location shall be considered immediately quit claimed and conveyed back to the owner of Grantor's Property.

Provided, to the extent maintenance or repair of any of the Easement Improvements reasonably requires excavation, alteration, or other surface disruption of portions of Grantor's Property, Grantee, Grantee's successors in ownership of Grantee's Property and/or a governmental entity with jurisdiction such as a sanitary sewer system operator, may alter such adjacent portions of Grantor's Property. Any such work shall be performed as expeditiously as is reasonably possible, and provisions and requirements related to original construction, including Restoration Work and BMPs will apply.

- 5. **TERM.** Unless otherwise provided for herein, the rights granted herein shall be perpetual, shall run with the land and shall be binding upon and benefit the Parties and their respective successors and heirs. See "Assignment" below regarding assigns.
- 6. **GRANTOR'S WARRANTY**. Grantor warrants and represents that Grantor has the right to grant this easement and the rights described here.
- 7. **INDEMNIFICATION.** Grantee and the then owner(s) of Grantee's Property and any homeowner's association that may now or hereafter be created for the benefit of the then owners of

Grantee's Property, as applicable (the "Owners"), shall protect, defend, indemnify, and hold harmless Grantor, its officers, officials, employees, and agents while such indemnitor(s) is/are acting within the scope of its/their retained or assumed rights or duties under this Easement from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) arising therefrom and/or from Grantee's use and maintenance of Sewer Line pursuant to this Easement or from any activity, work or thing done, permitted or suffered by Grantee in or about Grantor's Property. Provided, the Owners will not be required to indemnify, defend, or save harmless Grantor if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole or concurrent negligence or other fault of Grantee, its officers, officials, employees, designees or agents, including while any of them are engaged in the performance of any rights or duties under this Easement. Where any such claim, suit, or action arises out of the concurrent negligence or other fault of both some or all of the Owners and Grantor, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence or other fault.

For this purpose, Grantee, by mutual negotiation, hereby waives with respect to Grantor only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Chapter 51.12 RCW.

These indemnification and waiver provisions shall survive the termination of this Easement.

- 8. <u>SUCCESSORS AND ASSIGNS.</u> The rights and obligations of the Parties shall be for the benefit of and be binding upon their respective successors, heirs and assigns. Grantee may assign, in whole or in part, this Easement without permission of the Grantor.
- 9. **MODIFICATION.** No modification or amendment to this Easement shall be valid until the same is reduced to writing and executed with the same formalities as this present Easement.
- 10. <u>VENUE STIPULATION</u>. This Easement has and shall be constructed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Easement of any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.
- 11. **WAIVER.** No officer, employee, agent or otherwise of Grantee or Grantor has the power, right or authority to waive any of the conditions or provisions to this Easement. No waiver of any breach of this Easement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Easement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Easement or to require at any time full and complete performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Easement or any part hereof, or the right of either party to hereafter enforce each and every such provision.

12. **NOTICES.** All notices required or permitted under this Easement shall be in writing and served upon the Parties in person, by certified or registered mail (return receipt requested) directed to the mailing addresses set forth below or the mailing addresses designated by a party (or successor in ownership of all or any portion of Grantee's Property) pursuant to written notice, or by electronic mail to the email address set forth below or the email address designated by a party pursuant to written notice. Any notice so mailed shall be effective three (3) days after mailing. All changes of address shall be effective upon written notice in the fashion provided by this section. The Parties hereby designate the following individuals to receive notice at the time of execution of this Easement:

For Grantee:

Nationwide Capital Investment, LLC C/O Ryan Buth 12128 N Division St. PMB 178, Spokane, WA, 99218

For Grantor:

City of Spokane Parks & Recreation Department C/O Director 808 W. Spokane Falls Blvd. Floor #5 Spokane, WA 99201

- 13. <u>ENTIRE AGREEMENT/ALL WRITINGS CONTAINED HEREIN</u>. This Easement, including the exhibits, contains all of the promises, agreements, terms, conditions, inducements and understandings between the parties relative to the Easement Areas. There are no other written or oral promises, agreements, conditions, inducements, understandings, warranties or representations, expressed or implied, between them other than as set forth herein. Grantor and Grantee each confirm having read and understood this entire Easement, and each now guarantees that no representation, promise, or agreement not expressed in this Easement has been made to induce that Party to execute this Easement.
- 14. **SEVERABILITY.** If any portion of this Easement should become invalid or unenforceable, the remainder of the Easement shall remain in full force and effect.
- 15. **ALL WRITINGS CONTAINED HEREIN.** This Easement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Easement shall be deemed to exist or to bind any of the Parties hereto.

IN WITNESS, WHEREOF, the Partie day of, 2021	es hereto have caused this instrument to be executed on this 1.
GRANTOR:	
APPROVED AS TO FORM:	CITY OF SPOKANE

City Attorney	City Administrator
,	·
ATTEST:	
City Clerk	_
STATE OF WASHINGTON)	
County of Spokane) ss.	
On this day of	, 2021, before me personally appeared to me known to be the City
Administrator, and the City Attorney, r corporation, that executed the within a instrument to be the free and voluntary as	espectively, of the CITY OF SPOKANE, a municipal and foregoing instrument, and acknowledged the said at and deed of the corporation, for the uses and purposes at they were authorized to execute said instrument and that
Dated this day of	, 2021.
	Notary Public in and for the State
	of Washington, residing at
	My Commission Expires:

GRANTEE: NATIONWIDE CAPITAL INVESTMENT, LLC
APPROVED AS TO FORM:
Rvan Buth, Member

EXHIBIT "A"

Sewer Line and Maintenance Road Easement Legal Description

To be inserted by amendment executed by the Parties.

EXHIBIT "B"

Sewer Line and Maintenance Road Easement Legal Depiction

To be inserted by amendment executed by the Parties.

EXHIBIT "C"
Grantee's Property
To be inserted by amendment executed by the Parties.

Spokane Park Board Briefing Paper



Committee	Riverfront Park						
Committee meeting date	Aug. 9, 2021						
Requester	Berry Ellison		Phone number: 509	9.652-6276			
Type of agenda item	OConsent (Discussion	○ Information	Action			
Type of contract/agreement	New Renev	val/ext. OLease	OAmendment/change	order O Other			
City Clerks file (OPR or policy #)	OPR 2021-0437						
Item title: (Use exact language noted on the agenda)	Coffman Engineer	s phase I design co	ontract/Lilac Butterfly				
Begin/end dates	Begins: 05/18/202	1 Ends:	05/18/2022	Open ended			
Background/history: The Lilac Butterfly failed in January 2021. An engineers assessment was performed immediately after and determined that structural deficiencies in the wing structure and pivot point (at top of mast) were the cause of the failure. Coffman Engineers and specialty consultant Guildworks worked with Park Staff to study/preliminarily design the aerodynamics, stability, safety, aesthetics, and cost of building a new butterfly. The study was offered to various stakeholders on August 2nd and was widely accepted as a feasible and attractive alternative to the original design. If the study is approved by Committee and Park Board, the contract may be amended to include final design. Motion wording: Motion to approve Lilac Butterfly Design by Coffman Engineers and allow Parks to negotiate contract addendum for final design. Approvals/signatures outside Parks: Yes No							
If so, who/what department, agency or concern Name:	Email address:		Phone:				
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: Fiscal impact: Expenditure	Revenue	culley.parris@ mar@guildwor bellison@spok jmoog@spoka	ks.com anecity.org				
Amount: N/A Vendor:	New vendor	ACH Forms (f	v contractors/consultants/ve for new contractors/consulta ertificate (min. \$1 million in G	nts/vendors			

Spokane Butterfly 2021-22

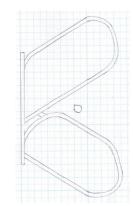
Phase I - Design Report

7/28/21

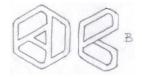
Honoring the Past Frame Approach

Following **feedback** it is clear that a more safe and stable solution is needed while honoring the **original intent and design** of the '74 butterflies while bringing the butterfly into the **2020's and beyond!**



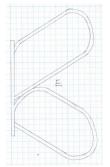


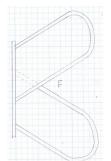


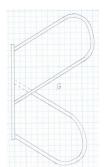


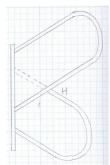


The following sketches show the progression of the '74 Butterfly design and development from the logo (A, B, C), through the original frame (D) which to note does not exactly follow the logo and puts space between the wings. We then move into a proposed evolution of the frame (E-M) in order to gain stability while retaining and moving closer to the original look and feel.







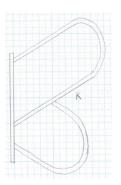


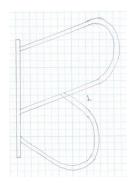


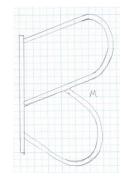


Finalizing a Proportion

Sketches K, L, and M show slight adjustments to the wing angles which will provide even more movement toward adapting the '74 logo and merging it with a true butterfly proportion.







Free Bottom Edge

If we view the original butterfly from 1974 there was no heavy spar on the bottom edge of the structure holding the bottom (trailing edge) of the wing.

Advantage - Reduce Wind Loading









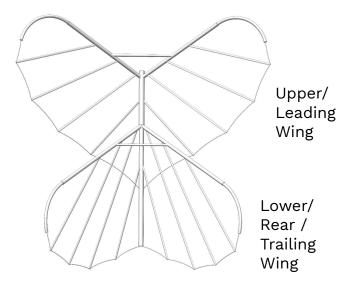
Batten Wing Approach

Windsurfing sails use **battens** to give the sail anchor points as well as catch the wind safely while holding the trailing edge and stiffness of a sail.

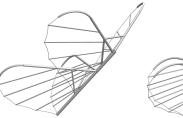


Advantages

- Less Aluminum fabrication
- Flexible wing reduces load
- Having battens allows going back to original unsupported design
- Produces a kinetic visual effect



Lower Wing Behind and Steeper Angle (dihedral) see page 7







Advantages

- Reduced side and torqued loadi on full system
- Increased stability in wind

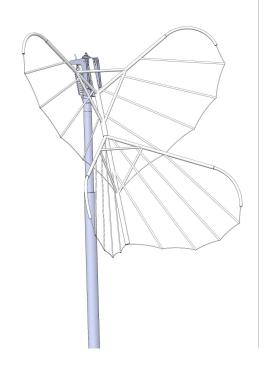






2021-22 Butterfly Frame Proposed Structural Updates and Advantages

- Non-Framed Trailing Edge / Batten Design
- Increased Wing Support Tetrahedral Bracing
- Torsion Joint Allowing Spinal Twisting
- Bolted Connections
- Less aluminum bending
- Reduced wing loading
- Updated/ reinforced top assembly
- Failsafe lanyard connecting frame to mast



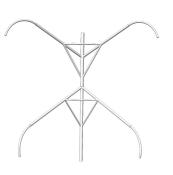




Proposed New Frame Compared to Old

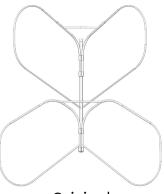
Features of new vs. old:

- Less overall framing
- Less custom curved frame
- Additional Arm Supports/ Stiffeners
- More compact mass for installation

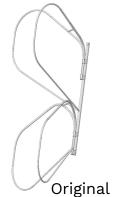








Original



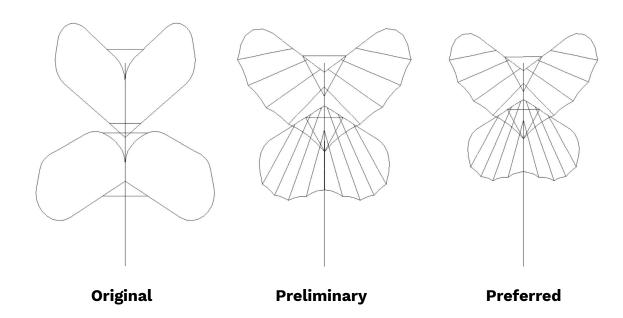
' Origin





Proposed New Wing Compared to Old

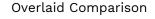
Comparison of overall shape and wings from original to new to a **15% reduced scale** version being considered for reducing loading on structure







120° Original Rear / New Front **Proposed New Frame Compared to Old** Visual Butterfly Comparison 90° New Rear / Original Front New Preferred New Original Preferred Inverted Dihedrals New / Original: Side by Side Comparison Narrow Rear Wing helps tracking to wind And reduces overall loading Original

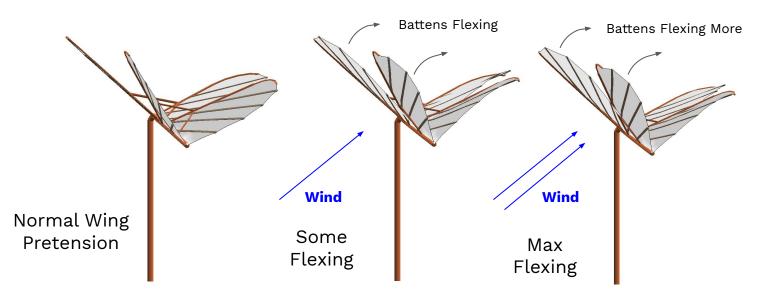






New Frame Batten Design and Wind Flex

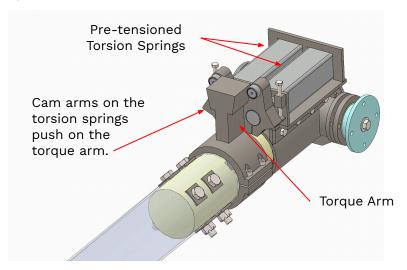
Fiberglass sail battens provide flexibility in wind, reducing wind loading and adding visual dynamics.

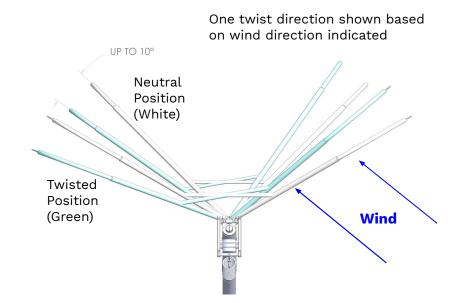




New Frame - Torsion Joint Twist Ability

- Dual, adjustable, torsion axles allow limited rotation at spine mount to reduce moment in the wing frame members under unbalanced wind loading.
- The new joint will return wings to neutral position at rest.





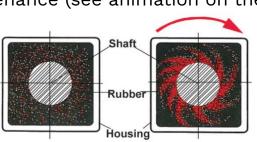
- The original butterfly didn't have a way to accommodate the twisting motion created by unbalanced wing loads.
- This was a primary contributor to the failure of the last butterfly.

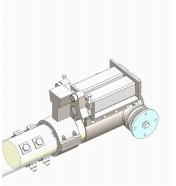




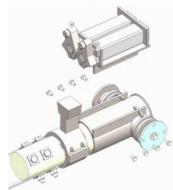
Torsion Joint Detail and Engineering

- The torsion joint utilizes two off-the-shelf trailer torsion axles to absorb the twisting motion of the butterfly.
- The axles use rubber bonded to a center, splined shaft to resist twisting and are very corrosion resistant.
- The cartridge style torsion axles can be easily replaced and serviced.
- The force provided by the axles can be adjusted by changing the starting angle of the arms.
- Torsion sled can be easily removed for rare maintenance (see animation on the right).

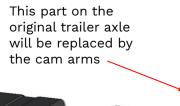




Torsion sled installed



Torsion sled removed

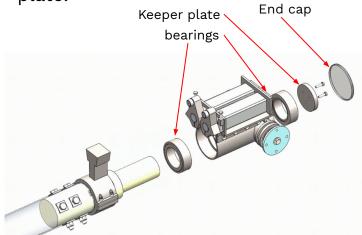


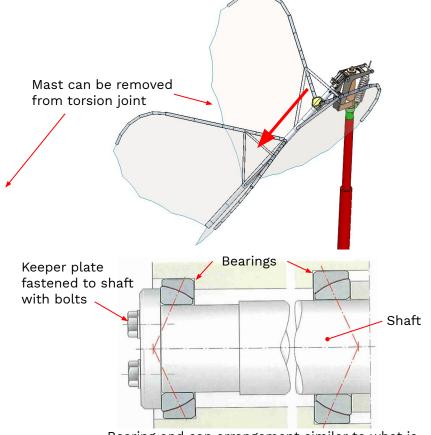




Torsion Joint Detail and Engineering

The new torsion joint uses an arrangement of maintenance free bearings that allows the mast (or main shaft) to be removed by unscrewing a cover and unbolting a keeper plate.





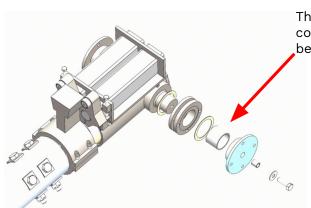
Bearing and cap arrangement similar to what is used on butterfly joint





New Pivot Bearings and Stub Shafts

- The old 2" steel pin and the old ball bearings that allowed the butterfly to swing up and down will be replaced by stronger, more supportive shafts and modern, maintenance free, plain bearings (similar to those utilized in the 2018 cap redesign).
- These bearings have no moving parts, have a longer service life, can handle higher loads, and require no lubrication.



The new bearing configuration will also be easier to assemble

Cross section of bearings and shaft

New plain bearings

Exploded view of new bearings and shaft

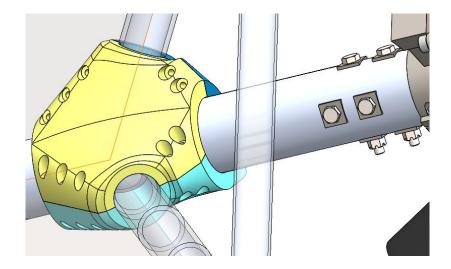


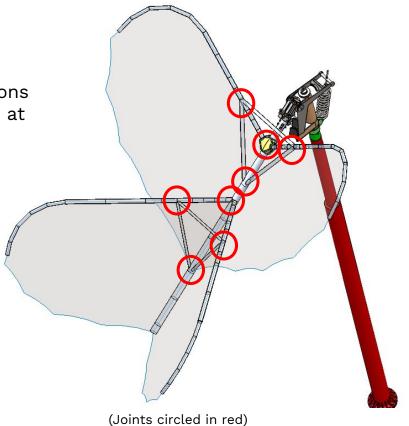
Spokane Butterfly 2021-22



Frame Connections (Bolted not Welded)

The wing joints will be bolted, clamp-on connections to eliminate strength reductions created by welds at key stress areas.





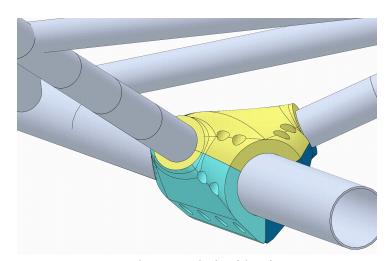


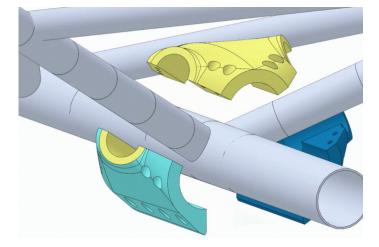




Frame Connections

- Each bolted wing joint will consist of three or four parts that clamp onto the wings and main shaft.
- These connections will allow the wings to individually disconnect from the main shaft.





Joint parts bolted in place

Exploded view of joint

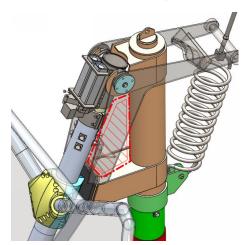
Note: only one wing joint has been mocked up at this time.

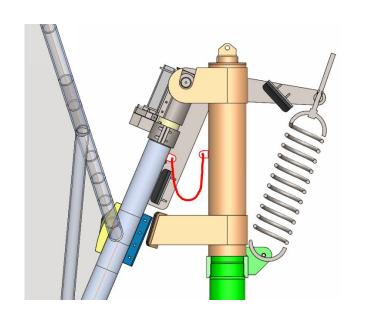




Backup Lanyard

- A steel lanyard will connect the mast assembly to the butterfly's main shaft to prevent the butterfly from falling to the ground in case of a worst case scenario detach.
- The lanyard will be nested within the boomerang to be less visibly obtrusive.









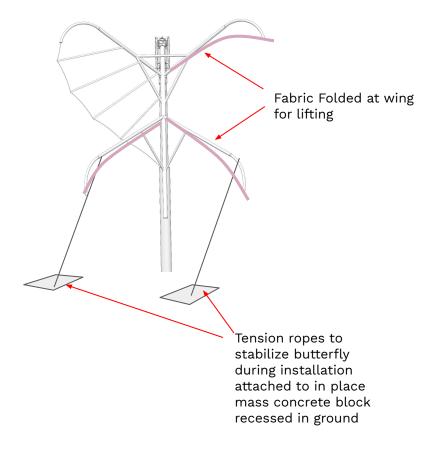
Installation Process

Frame can be lifted assembled with wing membranes bound to reduce wind loading then unfurled and secured once frame is up

Advantages:

- Greatly reduce installation time
- Less time in lifts for fabric installation
- Easy repair and maintenance as needed



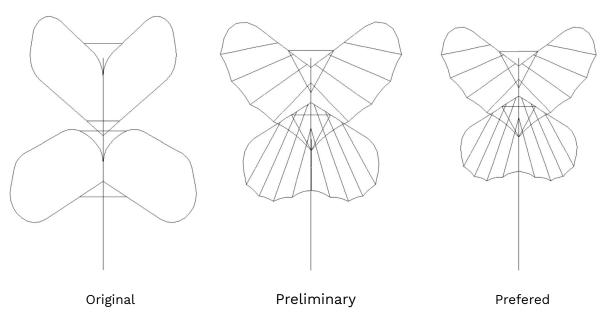






Wind Loading Studies

While looking at Wind loading force analysis we studied a 15% reduction in scale of the new Butterfly design, this has become our preferred size and solution.



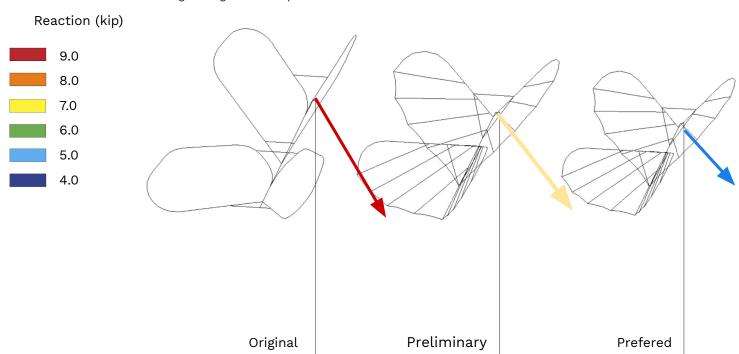




Wing Design and Size- Wind Loading Studies Results

Average wind load reaction to design and scaled models

*engineering results simplified for overall ease of reference





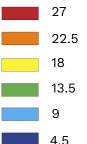


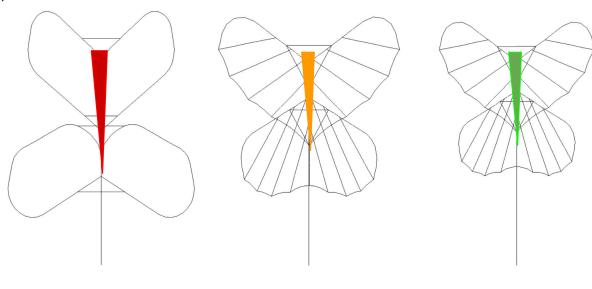
Loading Comparisons on Torsion

(twist in spine not including torsion bar)

*engineering results simplified for overall ease of reference

Beam Torsion (kip-ft)





Original

Preliminary

Prefered





New Preferred Frame at 15 % Reduced Scale Member Sizing based on loading analysis

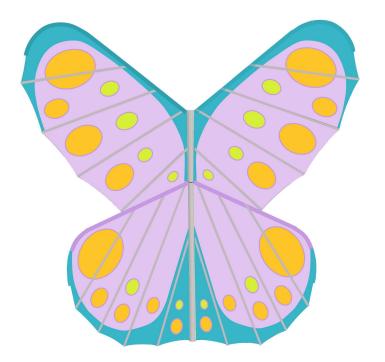






Wing VIsual Design

The battens give us a new visual feature to work with in the design process. The following are a mix of options in design and colors and are only the beginning of what is possible.

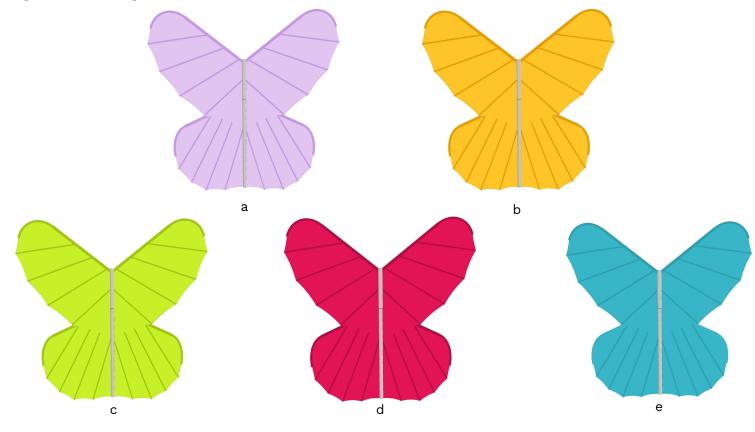


The following pages have a number of options, as stated these are not a final selection but a starting point for feedback. In phase II further refinement of these will happen





Wing Visual Design - Basic Colors







Wing VIsual Design - Basic Colors with Border







Wing Visual Design - Basic Colors with Fancy Border С



GuildWorks

Architecture of the Air



Wing Visual Design - Fancy Border and Dots





Spokane Butterfly 2021-22



Wing Visual Design- side views











Phase II - Moving Forward

Phase 2 will turn these concepts into the New Butterfly. It includes:

- Evaluation and repair of the existing rotor, spring capacity check, and previous top assembly work.
- Detailed Design for construction & fabrication of new components, including:
 - Aluminum tube frame development
 - Machined frame joints
 - Batten fixtures and batten testing
 - Torsion joint assembly
 - Fabric wings connection details
 - Fabric wing patterning with final new design
- Materials and supplier sourcing
- Installation planning
- Lighting design





Budget

2020-21 Design, Fabrication and Construction estimated budgets

As Phase 1 design did not include construction quotable drawings, the budget needs for constructions contain a wide range of estimation at current moment

Design			
Pre Design		low	high
Failure Assessment and Next Step Planni	ng/ Coffman	\$6,000	\$6,000
	subtotal	\$6,000	\$6,000
Design Fees- Phase 1			
Coffman		\$14,000	\$14,000
Guildworks		\$13,500	\$13,500
	subtotal	\$27,500	\$27,500
Design Fees- Phase 2			
Coffman		\$36,000	\$46,000
Guildworks		\$21,000	\$25,000
	subtotal	\$57,000	\$71,000
Design - Construction Support			
Coffman		\$1,500	\$2,500
Guildworks		\$0	\$1,500
	subtotal	\$1,500	\$4,000
Total D	Design Budget	\$92,000	\$108,500

Construction	low	high
Repair old rotor and boomerang	\$5,000	\$7,500
Butterfly Material-Aluminum	\$1,500	\$22,700
Butterfly Fabrication- Wing Joints	\$20,000	\$29,450
Butterfly Fabrication- tube bending (wing tips)	\$2,000	\$4,000
Butterfly Fabrication- Torsion Assembly	\$15,000	\$20,000
Misc. Butterfly Connections	\$5,000	\$13,000
Nickel Plate Steel Components	\$800	\$2,000
Assemble Frame	\$4,500	\$7,000
Install Service Ballast	\$3,500	\$4,500
Frame and wing assembly cradles	\$2,000	\$3,000
Erect Frame	\$4,500	\$6,800
Supply Fabric	\$16,000	\$20,000
Install Fabric	\$12,000	\$14,000
Ground based Up-lighting	\$1,500	\$4,000
frame transportation	\$1,000	\$3,000
Construction contingency	\$14,145	\$24,143
Tax (8.9%)	\$9,652	\$16,473
Total Construction Budget	\$94,300	\$160,950

Total Budget 1st Butterfly*	\$186,300	\$269,450
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^{*}Design effort + construction of first butterfly





Budget

Second, New Butterfly				
Construction	low	high		
New Foundation	\$15,000	\$18,000		
New Mast	\$25,000	\$28,000		
Butterfly Material-Aluminum	\$1,500	\$22,700		
Butterfly Fabrication- Wing Joints**	\$20,000	\$29,450		
Butterfly Fabrication- tube bending**	\$2,000	\$4,000		
Butterfly Fabrication- Torsion Assembly**	\$15,000	\$20,000		
Misc. Butterfly Connections**	\$5,000	\$13,000		
Nickel Plate Steel Components	\$800	\$2,000		
Assemble Frame	\$4,500	\$7,000		
Install Service Ballast	\$3,500	\$4,500		
Erect Frame	\$4,500	\$6,800		
Supply Fabric**	\$16,000	\$20,000		
Install Fabric**	\$12,000	\$14,000		
frame transportation	\$1,000	\$3,000		
Reduction for making at same time as 1st Butterfly	-\$14,000	-\$30,135		
Construction Contingency	\$16,770	\$24,347		
Tax (8.9%)	\$11,443	\$16,613		
Total Construction Budget* \$125,800 \$192,45				

 $^{^{\}star}$ Total calculated as if done at same time as replacement butterfly for fabrication savings



^{**} Line items decreased fabrication costs due to duplicated parts between butterflies.



A revitalized Expo '74 Butterfly design integrates Spokane's historic past and bright future- The World's Fair with a modern flair.

New engineering tech ensures the long term safety and reliable functionality of this dynamic art piece at home only in Riverfront Park.

Locals and visitors alike will enjoy and appreciate this 21st century treatment of a 20th century icon.





Spokane Park Board Briefing Paper



Committee	Riverfront Park	(
Committee meeting date	Aug. 9, 2021			
Requester	Berry Ellison		Phone number: 50	9-652-6276
Type of agenda item	Consent	Discussion	○ Information	Action
Type of contract/agreement	●New ○Re	enewal/ext. OLease	OAmendment/change	order Other
City Clerks file (OPR or policy #)				
Item title: (Use exact language noted on the agenda)	Garco Constru tax inclusive)	ction, Inc. / Vietnam Ve	eterans Memorial renovati	on (\$56,198.30,
Begin/end dates	Begins: 08/12/	2021 Ends:	05/01/2022	Open ended
Background/history: The Vietnam Veterans Memorial in Riv restoration/renovation. The Innovia For Department of Veterans Affairs have depended by the Bond Funds in the amount of \$20,000. Bids for the restoration were solicited with the project bid includes a base bid sowithin budget and park staff recomment Motion wording: Motion wording: Motion to approve Veterans Memorial Responsible 198.30, tax inclusive. Approvals/signatures outside Parks:	undation, Oper onated funds to with the lowest ope of work and ods the Park Bo	ation Fly Together car o support the restoration bidder being Garco Co d two additive alternate oard approve the Base arco Construction, Inc.	mpaign, and Washingtor on. The Park Board auth onstruction, LLC. es. The base bid & alter e Bid and Alternate #2.	norized use of mate #2 are
If so, who/what department, agency or c	Yes ompany: Garco	O No Construction		
Name: Tim Welch		s: tim@garco.com	Phone: 5	09 755-7220
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name:		nhamad@spok scottb@garco. bellison@spok jmoog@spoka gerrodm@garc	com anecity.org necity.org	
Fiscal impact: Expenditure	Revenue			
Amount: \$30,000.00		Budget code: 1950		
\$20,000.00		3346		
\$6,198.30		1400		
Vendor:		W-9 (for new ACH Forms (f	contractors/consultants/ve or new contractors/consultants/ve	ants/vendors









RIVERFRC	ONT PARK VIETNAM VETERAN'S MEMORIAL	RENOVA	TION			
Reference Number	Description	Туре	UOM	Quantity	Garco Construction, Inc.	Bidder #2
#1	BASE BID:	Base	ea	1	\$45,870.00	N/A
#2	SALES TAX 9.0%	Base	ea	1	\$4,128.30	N/A
#3	TRENCHING SYSTEM	Base	ea	1	\$0.00	N/A
	TOTAL BASE BID + SALES TAX				\$49,998.30	N/A
#4	ALTERNATE #1: ADDED MEMORIAL IMPROVEMENTS (including 9.0% sales tax)	S Option	alternate	#1 pot	\$48,3 19.27	N/A
#5	ALT 1 SALES TAX 9.0%	Option	awarded at	this time	\$4,348.73	N/A
	TOTAL ALTERNATE 1 + SALES TAX			'	\$52,668.00	N/A
#5	ALTERNATE #2: ADDED WAYFINDING SIGNS (including 9.0% sales tax)	Option	ea	1	\$5,688.07	N/A
#6	ALT 1 SALES TAX 9.0%	Option	ea	1	\$511.93	N/A
	TOTAL ALTERNATE 2 + SALES TAX				\$6,200.00	N/A



n	ı	r
D	ı	L

FIRM NAME: Garo

ADDRESS: 4114 East Broadway, Spokane WA 99202

TO:	CITY OF SPOKA	NE, WASHINGTON
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PROJECT NAME: RIVERFRONT PARK VIETNAM VETERAN'S MEMORIAL RENOVATION

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

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

BASE BID:	\$ 45,870	ALTERNATE 1: ADDED MEMO	ORIAL IMPROVEMENTS
	\$_4,128	(including 9.0% sales tax)	\$52,668
, (5.5.5)	\$_49,998	ALTERNATE 2: ADDED WAYI	FINDING SIGNS
TRENCH SAFETY SYSTEM, if excavation greater		(including 9.0% sales tax)	\$6,200
than four feet (4') deep:	\$_0.00		\$
CONTRACTOR RESPONSIB	i <u>llity.</u>		
Washington State Cor	ntractor's Registration No.	GARCOCI92	BD5
U.B.I. Number	įs.	602809	160
	nent Security Department Number	4209100	00-9
	x Registration Number	602809	160
J	ess Registration Number	T12054470E	BUS
	ntractor has fulfilled training require raining Requirement under RCW 39.		ES) (🗆 NO)
ADDENDA. The undersign been included in this bid p	ed acknowledges receipt of addenda proposal.	a number(s) and	agrees that their requirements have
The firm agrees that its Bi	d will NOT be withdrawn for a minin	num of forty five (45) calendar days	s after the stated submittal date.
For contracts up to \$150,0 (☐ YES) (■ NO)	000.00 including tax, the Contractor	may request for ten percent (10%)	retainage in lieu of bond.
Project, the bidder is not a as determined by a final a	ereby certifies that, within the three a "willful" violator, as defined in RCV and binding citation and notice of ass by a court of limited or general jurisc	V 49.48.082, of any provision of chosessment issued by the Departmen	apters 49.46, 49.48, or 49.52 RCW,
I certify (or declare) under	r penalty of perjury under the laws o	of the State of Washington that the	foregoing is true and correct.

PHONE: 509.475.2954

SUBCONTRACTOR LIST Garco Constru	uction, Inc.	
PROJECT TITLE: RIVERFRONT PARK VIETNA	AM VETERAN'S MEMORIAL RENOVATION	
PROPOSED SUBCONTRACTORS/SUPPLIERS TO	D BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NEC	ESSARY)
CONTRACTOR/SUPPLIER Clearwater Summit		
TYPE OF WORK/BID ITEM Landscapin	ing	
AMOUNT \$ 5,000		
CONTRACTOR'S REGISTRATION NO.		
CONTRACTOR S REGISTRATION NO Power City Electric Floatrical		
CONTRACTOR'S REGISTRATION NO		
CONTRACTOR/SUPPLIER		
TYPE OF WORK/BID ITEM		
AMOUNT \$		
CONTRACTOR'S REGISTRATION NO.		
☐ NO SUBCONTRACTORS WILL BE USED ON T.	THIS PROJECT	
August 5, 2021	James F Helel	
Data	Signature of Authorized Representative	

Spokane Park Board Briefing Paper



Committee	Finance Committ	tee		
Committee meeting date	Aug. 10, 2021			
Requester	Mark Buening		Phone number: 625-65	44
Type of agenda item	○ Consent	Discussion	Information	Action
Type of contract/agreement	New ORe	enewal/extension (Amendment/change orde	r Other
City Clerks file (OPR or policy #)				
Item title : (Use exact language noted on the agenda)	2022 budget cale	endar and budget prio	rities	
Begin/end dates	Begins: 08/12/20)21 Ends:		Open ended
Background/history: Each year, Parks submits the division's p adopted by the Park Board, will be transmoutlines the steps and time line for the boas part of this budget calendar, the 2022 Motion wording: Approve the proposed 2022 Parks and R	nitted to City Cour ard to adopt the fi initial budget will t	ncil the beginning of N nal requested 2022 b oe presented to the bo	ovember. The 2022 budget c udget at the Oct. 14 Park Boa pard at the Aug. 12 Park Boa	alendar ard meeting. rd meeting.
Approvals/signatures outside Parks:	Yes	○ No		
If so, who/what department, agency or co		•		
Name:	Email address:		Phone:	
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Mark Buening Grant Management Department/Name:				
Fiscal impact: Expenditure Amount: n/a	Revenue	Budget code:		
Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	•	W-9 (for new ACH Forms (fo	contractors/consultants/vendo or new contractors/consultants/ tificate (min. \$1 million in Gene	vendors

Updated: 10/21/2019 3:23 PM

2022 Budget Calendar Presentation

- August Committee Meetings Staff will present the first run of the 2022
 Budget to the Park Board Committees. This will include only salary and benefit changes and initial 2022 central service charges.
- The Committee members will have the month of August to review the budget, ask questions or request any additional clarifications or information. Parks staff will develop the 2022 Requested Budget during the month of August in the budget system.
- The individual Committees will forward their recommendations to the Finance Committee by no later than September 7th. Because of the timing of the City budget process, there will be continued budget refinements and discussion through the month of September.
- September 7th the Finance Committee forwards the Recommended 2022 budget to the Park Board; and the Park Board is scheduled to hear any public comment on the Parks and Recreation budget at the September 9th Park Board meeting.
- The Finance Committee then recommends a final 2022 Budget proposal to the Park Board on October 12th; and the Park Board is scheduled to adopt the final Requested 2022 Budget at the October 14th Park Board Meeting.
 There is typically central budget changes to salaries, benefits, and central charges during this time.
- After that, the Parks budget will be included in the City Budget and transmitted to the City Council in early November and in the past the City Budget was adopted in mid-December.

2022 Parks and Recreation Budget Priorities

Administration:

- Review all vacancies. Prioritize those we desire to fill and eliminate from the budget, any vacant position that no longer aligns with strategic goals.
- Create a new position: Inclusion Specialist/Volunteer Coordinator/Grant Writer
- Continue Fleet Pilot program, replacing expensive to maintain fleet with lease vehicles
- Continue to fund computer replacement, as many staff computers are over 5 years old

Operations:

- To be more inclusive of responsibilities, consider change in title of the overall "Park Ops or Operations" to another title to better include Natural Resources and Horticulture
- In an effort to continue to improve efficiencies, proceed with plan to centralize maintenance work under one maintenance operations umbrella:
 - Continue to move employees and resources to appropriate area including taking on the responsibilities of the sports complex maintenance
 - Balance responsibilities, reporting and resources available to the two Assistant Division
 Managers in the department
 - Move one M&P leadership position into another area and backfill with an L270 foreperson position
 - Continue with plan to share addition full-time staff resources with Riverfront Park during the winter season
- Work the Planning Department to correct permit funding deficiencies in Urban Forestry
- Create a trails category for the budget and assign staff to consistent maintenance in these areas
- Prepare to receive the responsibility of the city-wide Right-of-way Greenscapes and the opportunities/challenges presented
- Further evaluate the future of the Stores concept for the department
- Prepare for 3-4 employee retirements in key positions in the first half of 2022.
- Return to a full restroom season including opening all restrooms in early May
- Return to full mowing schedule for the entire growing season

Recreation:

- Creating a succession strategy in the Recreation Division so our community doesn't feel the
 impacts of a drop our halt in the level of service if a highly skilled Recreation Supervisor retires
 or moved on to a new opportunity. There are several areas that this especially would impact:
 Therapeutic Recreation, Outdoor Recreation and Adult Athletics/Field Allocations.
 - Creating a chain of upward mobility opportunities increases morale and productivity and it also creates entry level opportunity's creating equity for young graduates with fresh ideas that are more likely to stay with us if there is a potential for future growth.
 - The creation of an Adaptive/Inclusion/Volunteer Coordinator that works in tandem with TRS and Outdoor primarily will open us up for more inclusive programing, consistent volunteer policies and protocols

- The creation of a Recreation Aide position to assist with Adult Athletics and Field Allocations will increase revenue potential with added attention to the field and rv reservations in addition to aiding with the ever growing demand for adult recreational opportunities
- Promoting the Corbin Art Center Recreation Aide to a Recreation Assistant position will further prepare that area for success if and when the Supervisor retires
- Having a ¾ time Aquatics Maintenance person dedicated to keeping our 6 aquatics facilities functioning and in the best condition will save us financially and operationally

• Expanding our Inclusion and Adaptive Programing to all areas of Recreation

 With the addition of a dedicated staff person working with staff and community members to ensure successful recreation participation for all ability levels.

Addressing Deferred Maintenance needs

- Our aquatic facilities are starting to show their age on their decks, tanks, etc, attention to these issues through a dedicated aquatics maintenance staff person would help keep these facilities looking and functioning to their best ability.
- Corbin Art Center has several areas that are also in desperate need of attention; the veranda, painting, rain gutter replacement, and refinishing of the interior hard wood floors.

Riverfront:

- **Organizational strength:** Fill Riverfront fulltime vacant positions. Completed assessment on family of ranger classifications to better adapt to Division wide needs.
- Naming: Complete the naming rights sponsorship for the US Pavilion.
- **Normalize and Formalize Operations:** Improve existing program and services. Document procedures and policies across Riverfront operational areas.
- Implement Efficiencies: Source and implement event management software and activate City Works workorder software. Advance efforts to more efficiently schedule temp seasonal employees when needed.
- **Cost recovery:** Seek alternative funding sources, adjust fees and charges, prioritize expenditures, and modify budget structure to reflect concessionaire service delivery method.
- **Philanthropic Support:** Support growth of friends of Riverfront Park and close Campaign for Riverfront.

Marketing and Communications:

- Sponsorship plan roll-out
- Volunteer recruitment growth, and support of "Friends of" groups
- Support of reservations/weddings marketing (to the level it can be implemented by operations)

Spokane Park Board Briefing Paper



Committee			•	
	Development and	d Volunteer		
Committee meeting date	Aug. 2, 2021		Dhara a sala a sa	
Requester	Pamela Clarke	O 5: .	Phone number: 62	
Type of agenda item	Consent	Discussion	Information	Action
Type of contract/agreement	New O Re	newal/extension	Amendment/change o	order Other
City Clerks file (OPR or policy #)				
Item title: (Use exact language noted on the agenda)	DVC Citizen Advi	sory Committee s	tructure and DVC non-Park I	Board member
Begin/end dates	Begins: 08/12/20	21 En	ds:	✓ Open ended
Background/history: In efforts to maintain consistency and cor Advisory Committee with the existing Urbappointments. A matrix outlining the proposition of the CACs will have identical processes of and procedures. Some items need be slig staggered two-year terms, rather than for a maximum of four years. There may be DVC recommends these non-Park Board director of Parks and Recreation. Motion wording: Approve the DVC CAC structure matrix as	ean Forestry Tree (losed membership or selecting the co ghtly tailored to the ur years as it is for up to four member member appointn	Committee CAC in structure, appoint mmittee chair, and DVC CAC, include UF CAC; and 2) residuals on the DVC who	n terms of structure and comments and terms was appro- d how the committee establishing: 1) members of the DVC members may serve two consocrates are not members of the Par	nittee ved by the DVC. thes its own rules CAC will serve secutive terms to k Board. The
Approvals/signatures outside Parks:	Yes	No		
If so, who/what department, agency or c	•		-1	
Name:	Email address:		Phone:	
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Pamela Clarke Grant Management Department/Name:		fdickson@s	pokanecity.org	
Fiscal impact: C Expenditure	Revenue			
Amount:		Budget code:		
Budget neutral				
Vendor:	New vendo	r		
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - 0 UBI: Business license exp		ACH Form	new contractors/consultants/ve is (for new contractors/consulta Certificate (min. \$1 million in G	ants/vendors

Updated: 10/21/2019 3:23 PM

Citizen Advisory Committee to the Development & Volunteer Committee

Recommended DVC Citizen Advisory Committee structure:

- Membership: The Citizen Advisory Committee will consist of up to 12 members, including 5 members from friends groups, 1 from Community Assembly, 2 from volunteer focus groups, 2 business leaders and 2 from partner organizations.
- Appointments: The DVC will make appointment recommendations to the CAC for consideration. Each appointment is acknowledged by a letter of appoint by the Parks director.
- Terms: Members serve staggered two-year terms; at the initial meeting, terms of one or two years will be determined by lot.
- Term limitations: Members may serve two consecutive terms, to a maximum of four years.
- Selection of chair: The committee elects its own chair, and establishes its own rules and procedures consistent with chapter 4.01 SMC.

PARK BOARD CITIZEN ADVISORY COMMITTEE STRUCTURE

COMMITTEE	ESTABLISHMENT	MEMBERSHIP	APPOINTMENTS	TERMS	TERM LIMITATIONS	SELECTION OF CHAIR
Urban Forestry Tree Committee	•	5 members, including 2 members of the Park Board; 2 members who have experience and expertise in arboriculture or any of the disciplines within urban forestry such as public administration, horticulture, parks and recreation, and landscape design; and 1 member who is the UF CAC chair.	4 members are appointed by the Park Board president. Park Board members are appointed annually. The other two members serve staggered four-year terms and may be reappointed for one additional term. The remaining member is the chair of the citizen advisory committee, who may serve as long as the individual retains the chair position, but not to exceed four years.	filled by appointment to unexpired terms in the same manner.	(See term limitations under Appointments)	The chair is appointed by the Park Board president.
Urban Forestry Citizen Advisory Committee	SMC 04.28.060 -A citizen advisory committee is established to advise and make recommendations to the urban forestry tree committee on plans and policies.	, , ,	8 members appointed by specified agencies/organizations. 4 members-at-large may be appointed by the other members of the committee. Each appointment acknowledged by letter of appointment from the Parks director.	four-year terms; at the initial	Members may serve two consecutive terms, to a maximum of eight years.	The committee elects its own chair, and establishes its own rules and procedures consistent with chapter 4.01 SMC
Development and Volunteer Committee	Park Board Bylaws - On April 8, 2021, the Park Board approved the addition of the Development and Volunteer Committee, and amended the Park Board Bylaws designating the DVC as a special standing advisory committee of the board.	4 Park Board members; 1 DVC CAC member; and 3 members from business/community.	Park Board president assigns Park Board members to standing committees before March 15 of each year. Members who are not on the Park Board are signed off by the Parks director.	appointments. Non-Park	City Charter Article 5, Section 42 - Park Board members are limited to two full terms.	President names one member of the committee as the Chair of that committee. Chair assignments will begin no later than the April committee meetings.
Development and Volunteer Citizen Advisory Committee	the organizational structure of the DVC CAC and agreed it would serve as an advisory to	Up to 12 members, including 5 members from friends groups, 1 from Community Assembly, 2 from volunteer focus groups, 2 business leaders and 2 from partner organizations.	The DVC will make appointment recommendations to the CAC for consideration. Each appointment is acknowledged by a letter of appoint by the Parks director.		consecutive terms, to a	The committee elects its own chair, and establishes its own rules and procedures consistent with chapter 4.01 SMC.

To: The Spokane Park Board

Date: July 27, 2021

Re: New Funding for Indian Canyon

Dear members of the board:

First, may I offer my thanks to the board for its renewed focus on the state of the city's golf courses, including the development of master plans.

I am writing to propose a plan for generating revenue for master plan work at Indian Canyon.

By way of background, Indian Canyon holds a special place in the hearts of many in the Spokane area and beyond. Not only is it highly ranked, it's beautiful. If offered an opportunity and meaningful recognition, I believe many people would be willing to step up with donations for various projects.

The proposal:

- 1. Check with the appropriate people in charge to see if the idea is acceptable.
- 2. Put together a specific list of changes/upgrades/modifications in line with the master plan that could be presented to the public along with dollar amounts being sought.
- 3. Prepare a website that describes these opportunities.
- 4. Use the Spokane golfers mailing list to make golfers aware of the opportunities while providing information as to how the donor would be recognized.
 For example, if a single individual or company funded redesign of a hole, that entity could have a permanent plaque in the clubhouse or placed on the tee box. If a project was presented as something to be funded by many small donations, donors could be attracted by, for example, a golf shirt, towel, sleeve of golf balls, or something similar, or by a prize ("donations of \$50 or more will be entered into a prize drawing for free golf at Indian Canyon for one year").

I recognize that the park board has its own priorities of which I am not fully aware. Should there be interest in my proposal I would be happy to work with the appropriate people in charge to develop the list of changes/upgrades/modifications. I would then be willing to prepare the website and do additional work in support of fundraising.

Thank you for your consideration.

-Andy

E. Andrew Boyd