



## Spokane Park Board Agenda

3:30 p.m. Thursday, Nov. 11, 2021

WebEx virtual meeting

Call in: 408-418-9388

Access code: 1460 53 7275

### 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 and committee-level items
    - 1) [Oct. 14, 2021, regular Park Board meeting minutes](#)
    - 2) [Claims – October 2021 \(\\$2,399,654.59\)](#)
    - 3) [2022 recreation centers contract renewal \(combined amount of \\$638,578, no tax\)](#)
    - 4) [Rob Sanders, dba Sandbaggers Club, LLC, 5-year contract extension](#)
    - 5) [Western Equipment Distributors/Toro value blanket](#)
    - 6) [Brett Sports & Entertainment consultant agreement \(not to exceed \\$20,000/annually for the life of the contract\)](#)
5. **Special guests**
  - A. [Fish Lake Trail to Centennial Trail Connection Study](#) – Colin Quinn-Hurst, Integrated Capital Management
6. **Financial report and budget update:** Mark Buening
7. **Special discussion/action items**
  - A. None
8. **Committee reports – Action items:**  
**Urban Forestry Tree Committee** (The Nov. 2 meeting was canceled.) – Rick Chase

A. Action items: None

**Golf Committee:** Nov. 9, 2021 – Gerry Sperling

A. Action items: Action item was presented on the consent agenda.

**Land Committee:** Nov. 3, 2021 – Greta Gilman

A. [Resolution supporting future Parks ownership of Conservation Futures program/Trolley Trail property – Nick Hamad/Paul Knowles](#)

B. [Resolution supporting future Parks ownership of Conservation Futures program/Palisades Park properties – Nick Hamad/Paul Knowles](#)

**Recreation Committee:** Nov. 3, 2021 – Sally Lodato

A. Action items: Action item was presented on the consent agenda.

**Riverfront Park Committee:** Nov. 8, 2021 – Nick Sumner

A. [King Cole Commemorative Project intent, scope and schedule – Berry Ellison](#)

**Finance Committee:** Nov. 9, 2021 – Bob Anderson

A. [Interdepartmental agreement regarding investments and collaboration in water stewardship – Garrett Jones](#)

**Development & Volunteer Committee – Bob Anderson**

A. Action items: None

9. **Reports**

A. President: Jennifer Ogden

B. Liaisons:

1. Conservation Futures – Greta Gilman
2. Parks Foundation – Barb Richey
3. City Council – Michael Cathcart

C. Director: Garrett Jones

10. **Executive session**

A. None

11. **Correspondence**

A. Letters/emails: [Proposed housing development near Underhill Park \(4\)](#)

12. **Adjournment**

13. **Meeting dates**

A. Committee meeting dates:

Urban Forestry Tree Committee: 4:15 p.m. Nov. 30, 2021, via WebEx

Land Committee: 3:30 p.m. Dec. 1, 2021, via WebEx.

Recreation Committee: 5:15 p.m. Dec. 1, 2021, via WebEx

Riverfront Park Committee: 4 p.m. Dec. 6, 2021, via WebEx

Golf Committee: 8 a.m. Dec. 7, 2021, via WebEx

- Finance Committee: 3 p.m. Dec. 7, 2021, via WebEx  
Development & Volunteer Committee: 3:30 p.m. Nov. 17, 2021, via WebEx  
B. Park Board: 3:30 p.m. Dec. 9, 2021, via WebEx  
C. Park Board Study Session: No session scheduled at this time.

Agenda is subject to change

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



## Spokane Park Board

3:30 p.m. Oct. 14, 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
- Sally Lodato (Absent/excused)
- X Gerry Sperling
- X Barb Richey
- X Hannah Kitz
- Kevin Brownlee (Absent/excused)
- X Michael Cathcart – City Council liaison

### Parks Staff:

- Jason Conley
- Mark Buening
- Fianna Dickson
- Al Vorderbrueggen
- Jennifer Papich
- Jonathan Moog
- Berry Ellison
- Mark Poirier
- Lauren Schubring
- Karin Cook
- Pamela Clarke

### Guests:

- Terri Fortner
- Kara Odegard
- Deborah Ritter
- Shae Blackwell
- Kelly Brown

## MINUTES

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

1. **Roll Call:** Jennifer Ogden  
See above
2. **Additions or deletions to the agenda**  
A. None
3. **Public comment** – Deborah Ritter offered testimony to the board regarding her concerns about safety in Spokane parks, enforcement of parks rules and regulations, and about the need to have dedicated policing and response for "negative use" of parks. She suggested developing a process to prioritize Spokane Police Department responses for negative park use in areas with a defined proximity to children's playgrounds and activities. Jennifer Ogden thanked Deborah for her thoughtful email and for the excellent suggestions to make parks safer for the community. Jennifer invited her to come to the Oct. 28 Development and Volunteer Citizen Advisory kickoff event which is an informational recruiting event for individuals interest in forming new parks friends groups and for existing friends groups. Deborah is interested in this new citizen group and would like to reach out people in her neighborhood near Grant Park. She believes they may have an interest in forming a Friends of Grant Park. Garrett Jones explained there is currently a citywide effort to look at some of these troubled areas. City officials are looking at response times and identifying where gaps exist. SPD is working with Parks to look at long-term strategies. They are also working at the state level on these issues. He thanked Deborah for her input and looks forward to working with her to find ways to make Spokane parks safer for its citizens.
4. **Consent agenda**  
A. Administrative and committee-level items
  - 1) Sept. 9, 2021, regular Park Board meeting minutes
  - 2) Sept. 29, 2021, Park Board retreat minutes



- 3) Claims – September 2021 (\$2,575,159.63)
- 4) ACI Northwest Inc. change order #1/Indian Canyon restaurant HVAC replacement (\$14,282, plus tax)
- 5) 2022 Golf fee increases

**Motion #1** – Jennifer Ogden moved to approve consent agenda items #1-5, as presented.

Greta Gilman seconded.

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

5. **Special guests**

A. None

6. **Financial report and budget update** – Mark Buening presented the September financial report and budget update. The September operating expenditures for the Park Fund are about \$128,500 more than the historic budget average. Year-to-date revenues are almost \$440,000 above the budget average. Revenues are exceeding expenditures more than \$1.9 million. The September operating expenditures for the Golf Fund are almost \$248,000 more than the budget average. Year-to-date revenues are exceeding the budget average more than \$1 million. Revenues are exceeding expenditures about \$2.2 million year-to-date. There is a remaining budget of about \$133,500 of the \$68.4 million Riverfront Park redevelopment budget.

7. **Special discussion/action items**

A. Sustainability Action Plan update – Kara Odegard presented an update on the Sustainability Action Plan (SAP), the city's water conservation and climate action program. After a six-month public engagement process, which included 800 responses to the public survey, the Sustainability Action Subcommittee (SAS) has completed revisions to the SAP. This subcommittee is a group of appointed volunteer members who focus on issues surrounding climate change and its effects on the Spokane region. The goal is to research and recommend action the city can take to address issues surrounding environmental sustainability, climate mitigation and adaptation, and 100% renewable energy. The final draft is available and may be view on the [website](#). City Council is scheduled to vote on the resolution to adopt the SAP Oct. 25.

8. **Committee reports**

**Urban Forestry Tree Committee:** Oct. 5, 2021, Rick Chase

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. Nov. 2, 2021, via WebEx.

**Golf Committee:** Oct. 12, 2021, Gerry Sperling

A. Action items: Items were presented as part of the consent agenda.

B. The next scheduled meeting is 8 a.m. Nov. 9, 2021, via WebEx.

**Land Committee:** (The Oct. 6 meeting was canceled.) Greta Gilman

A. Action items: None

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

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

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. Nov. 3, 2021, via WebEx.

**Riverfront Park Committee:** Oct. 11, 2021, Nick Sumner

A. Bacon Concrete change order #7/West Havermale Stepwell project (\$10,627.50, tax inclusive) – Berry Ellison presented an overview of change order #7 with Bacon Concrete for work on the Stepwell art piece on West Havermale Island in the amount of \$10,627.50, tax inclusive from project contingency and a contract extension to Sept. 30, 2022. The art fabricator is requesting additional time due to fabrication difficulties. No additional funds are being requested by the fabricator. Bacon Concrete, the general contractor on the project, is incurring additional costs and is asking for additional funds, including 1) add construction fence rental for 12 months, through September 2022; and 2) add contract administration and construction support for three additional mobilizations. Berry provided an update on the installation of the Stepwell and images of the project.

**Motion #2** – Nick Sumner moved to approve change order #7 with Bacon Concrete in the amount of \$10,627.50, tax inclusive.

Hannah Kitz seconded.

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

B. 2022 Riverfront Park fees and charges – Jonathan Moog presented an overview of the proposed 2022 Riverfront Park attractions rates and facility fees for special events. Fees collected from these activities are used towards cost recovery of providing and maintaining venues and attractions at the park. He also provided an overview of the special discounts and promotions currently in development for next year, including: 1) free ice skating lessons on the weekends; 2) Cheap Skate Tuesday; 3) Group Night on the Ice; 4) Numerica's Skate for a Cause; and 5) Riverfront Venue Grant Program. Councilmember Cathcart asked if there could be consideration for a price reduction or group discount on the Skyride, but added he supports the proposed 2022 rates. Rick Chase asked staff their takeaway from the recent Machine Gun Kelly concert. Jon explained this concert attracted a younger concert goer compared to the other concert series events this year. For this reason, there was more energy and volume than with previous concerts.

**Motion #3** – Nick Sumner moved to approve the proposed 2022 Riverfront Park fees and charges as presented.

Gerry Sperling seconded.

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

C. The next scheduled meeting is 4 p.m. Nov. 8, 2021, via WebEx.

**Finance Committee:** Oct. 12, 2021, Bob Anderson

A. 2022 Parks Division budget – Garrett Jones and Mark Buening presented the proposed 2022 Parks Division budget. Focus is on regularly scheduled expenditures and on all services which produce the bulk of all Parks revenue, while providing a financial buffer for unforeseen expenses. The most significant change between the 2021 adopted budget revenues and the currently recommended budget for 2022 is an increase in the general fund transfer of \$948,866. The projected revenue for 2022 is about \$23.9 million. The 2022 recommended expenditures currently total \$23,660,622, with 102.16 FTEs. Expenditures include, but not limited to, changes in interfund charges, utility increases, recreation operating expenses and temp/seasonal employees. Additional budget expenses include filling the following vacancies: recreation aide, park caretaker, irrigation specialist, parks foreperson, assistant food and beverage supervisor, and forestry supervisor. The recommended budget reflects revenues to exceed expenditures by \$306,732. Jennifer explained the financial impact of Covid on Parks

has not been felt to its full extent since there is a two-year lag between when tax revenue is collected and when the General Fund transfers are made to Parks. The financial impact will be reflected during the 2022 and 2023 fund transfers.

**Motion #3** – Bob Anderson moved to approve the proposed 2022 Parks Division budget as presented.

Hannah Kitz seconded.

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

B. The next regularly scheduled meeting is 3 p.m. Nov. 9, 2021, via WebEx.

**Development & Volunteer Committee:** Sept. 27, 2021 – Bob Anderson

A. Action items: None

B. DVC Citizen Advisory Committee kickoff event is 4 p.m. to 6 p.m. Oct. 28 at the Looff Carrousel party room.

C. The next schedule meeting is 3:30 p.m. Nov. 17, 2021, via WebEx.

## 9. Reports

A. **Park Board President:** Jennifer Ogden

1. Jerry Quinn event – Jennifer commended staff for organizing a wonderful event at the Clock Tower honoring Jerry Quinn. She noted that Jerry is an example that one person truly can make a difference.
2. Parks friends groups – She encouraged citizens to get involved and make a difference in the community. One way to do this is to join a parks friends group or work with your neighbors and create your own friends group.

B. **Liaisons**

1. Conservation Futures – Greta Gilman reported eight properties were recently toured and scored based on the CF criteria. Utilizing the results of the final review, county staff will provide a recommendation for the Land Evaluation Committee's consideration. The LEC will meet and consider staff's research and recommendation, and make a final recommended 2021 Prioritized Acquisition List for the Board of County Commissioners to consider Nov. 8.
2. Parks Foundation – Barb Richey reported a lead gift benefitting a new dog park is expected to be announced in the near future. The foundation celebrated their 70<sup>th</sup> birthday Oct. 7 via a virtual gala. Brick West is teaming up the foundation to host a pet adoption and dog park fundraising event Oct. 23.
3. City Council – No report was given.

C. **Director:** Garrett Jones

1. Design-Build Conference – Garrett and Clancy Welsh of Garco Construction will be guest speakers at the Design-Build Conference in Denver next month. They will be sharing the design-build process and successes they were involved in with on the Pavilion design-build project.
2. Master Plan update – He urged individuals to visit the [online interactive map tool](#). This tool allows users to show where they want to see park improvements, and the opportunity to provide comments and offer suggestions. The next open house workshop is scheduled for next month.
3. November Park Board items – Garrett provided an overview on a few items the board will be seeing next month, including: 1) operational funding opportunities and strategies in the form of an amendment to add this service to the master plan; 2) interdepartmental

agreement with Public Works for a 10-year funding stream for water conservation projects; and 3) MOU with the school district relating to a future dog park in the city of Spokane.

10. **Executive session**

A. None

11. **Correspondence:**

A. Letters/email: Safety in Spokane parks email

12. **Adjournment:** The meeting was adjourned at 5:22 p.m.

13. **Meeting dates:**

A. Committee meeting dates:

Urban Forestry Tree Committee: 4:15 p.m. Nov. 2, 2021, via WebEx Land

Committee: 3:30 p.m. Nov. 3, 2021, via WebEx

Recreation Committee: 5:15 p.m. Nov. 3, 2021, via WebEx

Riverfront Park Committee: 4 p.m. Nov. 8, 2021, via WebEx

Golf Committee: 8 a.m. Nov. 9, 2021, via WebEx

Finance Committee: 3 p.m. Nov. 9, 2021, via WebEx

Development & Volunteer Committee: 3:30 p.m. Nov. 17, 2021, via WebEx

B. Park Board: 3:30 p.m. Nov. 11, 2021, via WebEx

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

Minutes approved by: Garrett Jones

Garrett Jones, Director of Parks and Recreation

**CITY OF SPOKANE PARK AND RECREATION DIVISION  
OCTOBER 2021 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - NOVEMBER 11, 2020**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	809,029.32
MAINTENANCE & OPERATIONS	\$	616,785.62
CAPITAL OUTLAY	\$	383,439.33
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	167,016.81

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY	\$	15,449.97
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**GOLF:**

SALARIES & WAGES	\$	148,897.24
MAINTENANCE & OPERATIONS	\$	259,036.30
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-

<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>2,399,654.59</b>
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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Recreation												
<b>Committee meeting date</b>	Nov. 3, 2021												
<b>Requester</b>	Jennifer Papich	<b>Phone number:</b> 509-363-5420											
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action												
<b>Type of contract/agreement</b>	<input type="radio"/> New <input checked="" type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other												
<b>City Clerks file</b> (OPR or policy #)													
<b>Item title:</b> (Use exact language noted on the agenda)	2022 recreation centers contract renewal (combined amount of \$638,578)												
<b>Begin/end dates</b>	Begins: 01/01/2022	Ends: 12/31/2022	<input type="checkbox"/> Open ended										
<b>Background/history:</b> Corbin Senior Center, MLK Jr. Center at ECCC, West Central CC, Project Joy, MidCity Concerns, Southside CC, Southwest Spokane CC, Northeast Youth Center, Sinto Senior Center and the Hillyard Senior Center provide recreational services and opportunities to the community in partnership with SPRD. Parks provides partial funding to these Centers to help pay for their recreational programming costs. The combine amount of \$638,578 is accounted for in the approved 2022 Recreation budget. There has been no change to this amount from 2021. Centers are required to provide monthly recreation program reports and monthly related operational expenses when submitting their invoices. The Spokane Youth and Senior Center Association also presents a report quarterly to Park Board.													
<b>Motion wording:</b> Approval of the 2022 recreation centers contract renewal for the combined amount of \$638,578.													
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Signatures from each of the centers Name: _____ Email address: _____ Phone: _____													
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Papich Grant Management Department/Name: _____													
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue <table border="0"> <tr> <td>Amount:</td> <td>Budget code:</td> </tr> <tr> <td>\$18,525 Mid City Concerns</td> <td>\$30,970 Project Joy / \$72,675 West Central Community Center</td> </tr> <tr> <td>\$31,350 Corbin Senior Center</td> <td>\$106,563 Southside Community Center</td> </tr> <tr> <td>\$77,210 Sinto Senior Center</td> <td>\$39,947 Southwest Community Center</td> </tr> <tr> <td>\$80,000 Hillyard Senior Center</td> <td>\$139,538 Northeast Youth Center / \$41,800 MLK Center</td> </tr> </table>				Amount:	Budget code:	\$18,525 Mid City Concerns	\$30,970 Project Joy / \$72,675 West Central Community Center	\$31,350 Corbin Senior Center	\$106,563 Southside Community Center	\$77,210 Sinto Senior Center	\$39,947 Southwest Community Center	\$80,000 Hillyard Senior Center	\$139,538 Northeast Youth Center / \$41,800 MLK Center
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<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <table border="0"> <tr> <td><input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)</td> <td><input type="checkbox"/> W-9 (for new contractors/consultants/vendors)</td> </tr> <tr> <td><input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane</td> <td><input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)</td> </tr> <tr> <td><input checked="" type="checkbox"/> UBI: _____ Business license expiration date: _____</td> <td><input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)</td> </tr> </table>				<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	<input checked="" type="checkbox"/> UBI: _____ Business license expiration date: _____	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				
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City Clerk's No. \_\_\_\_\_



**CITY OF SPOKANE  
PARKS & RECREATION DIVISION**

**CONTRACT**

**Title: XXXX**

THIS CONTRACT is between the **City of Spokane Parks and Recreation Division**, a Washington State municipal corporation, as ("City"), and **XXXXXX**, a 501(C)(3) a non-profit corporation, whose address is 4001 North Cook, Spokane, Washington 99201, as ("**XXXXXX**"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the XXXXXX provides recreational services for citizens, and has successfully facilitated a variety of programs in cooperation with the City for past years; and

WHEREAS, it is the desire of the City to work with the XXXXXX in partnership to deliver recreational services to citizens;

NOW THEREFORE, the parties agree as follows:

1. PERFORMANCE. The XXXXXX shall provide services in accordance with the attached Scope of Services. The XXXXXXXX shall mention in all of its advertising, brochures, and schedules distributed to the public, that the services are co-sponsored by the Spokane Parks and Recreation Division.
2. USE OF PREMISES BY CITY. The City shall have the option to use the XXXXXX premises for Parks and Recreational programs when the XXXXXX is not utilizing the premises. The premises shall not be used for any other purpose without the consent of the XXXXXX. The City's use of the premises shall in no way be exclusive, and shall not infringe upon the XXXXXX primary usage of the premises. City's use of the premises shall be at no cost. Any additional costs incurred by the XXXXXX will be agreed upon prior to the use, and shall be billed to the City.
3. COMPENSATION. The City shall pay the XXXXXX **\$\$\$\$\$** from available City funds to help pay recreational programming costs and related operational expenses. Any expenditures exceeding that amount will be billed to the XXXXXX. The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City.

The City shall give the XXXXXX thirty (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

4. PAYMENT. The XXXXXX shall send monthly applications of one-twelfth (1/12) of the total Contract to the City's Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. **Payment should be made via direct deposit/ACH within thirty (30) days after receipt of the XXXXXX application except as provided by state law.**

Invoices should be sent electronically to the Director of Recreation or designee with the monthly report for the month being invoiced. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TERM. This Contract shall begin January 1, 2022 and run through December 31, 2022, unless terminated earlier.

6. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The XXXXXX agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the XXXXXX.

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

8. TAXES. The XXXXXX shall be solely responsible for all taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

9. INSURANCE. During the term of the Contract, the XXXXXX shall maintain in force at its own expense, the following insurance coverages:

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



XXXXXX services to be provided under this Contract;

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

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

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

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

11. INTERNAL AUDITING CONTROL. The XXXXXX shall establish and maintain a system of internal accounting control which complies with applicable generally accepted accounting principles and non-profit accounting and financial reporting standards.

12. REPORTS AND MEETINGS.

- A. The XXXXXX communicate with the Parks and Recreation Division through the City's Director of Parks and Recreation, or designee.
- B. The XXXXXX shall submit to the City's Director of Parks and Recreation, or designee, monthly reports on or before the 10<sup>th</sup> of every month for the previous month, detailing its contractual performance including:

- i. Monthly Attendance Reports for Activities conducted at the center funded by Parks Funds; and
    - ii. Staff and Volunteer hours (unique number of volunteers with hours for each); and
    - iii. List of Recreation Activities – not meals; actual activities; and
    - iv. List of Operational Expenses paid for with City funds that directly enables the Center's ability to provide recreational programming.
  - C. The Director of Parks and Recreation, or designee, shall be welcome to attend all board meetings of the XXXXXX.
  - D. At the end of the calendar year, the XXXXXX shall submit an annual financial statement to the City's Director of Parks and Recreation, or designee, showing all expenditures and revenues of the non-profit corporation for the prior year.
  - E. The XXXXXX shall submit a 2022 annual Financial Statement to the Spokane Parks and Recreation Division on or before March 31, 2022. In addition to the Annual Financial Statement, the following needs to be submitted:
    - i. A copy of the first two pages of the IRS Form 990 when filed each year.
  - F. The Spokane Parks and Recreation Division will provide the opportunity for the XXXXX to list activities in the Spokane Parks and Recreation's seasonal Activity Guide. The type and number of programs allowed will be decided upon by the City's Director of Parks and Recreation, or designee.
  - G. The Director of the XXXXXXXX or designee, is required to attend quarterly Recreation Supervisor meetings and any other mandatory meetings established by the City's Director of Parks and Recreation, or designee.
13. INDEMNIFICATION. The XXXXXXXX shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the *Hillyard Senior Center's* negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require the XXXXXX to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the XXXXXX agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the XXXXXX , its agents or employees. The XXXXX

specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the XXXXX own employees against the City and, solely for the purpose of this indemnification and defense, the *Hillyard Senior Center* specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The XXXXXX recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

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

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

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

Dated: \_\_\_\_\_

CITY OF SPOKANE PARKS AND  
RECREATION DEPARTMENT

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

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

Dated: \_\_\_\_\_

XXXXXX

Email Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Attest:

Approved as to form:

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

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

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

21-178

## ATTACHMENT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Golf		
<b>Committee meeting date</b>	Nov. 9, 2021		
<b>Requester</b>	Mark Poirier		
<b>Requester phone number</b>	625-4653		
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract</b>	<input type="radio"/> New <input checked="" type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file (OPR or policy #)</b>	OPR 2017-0114		
<b>Item title: (Use exact language on the agenda)</b>	Rob Sanders, dba Sandbaggers Club, LLC, 5-year contract extension		
<b>Begin/end dates</b>	Begins: 01/01/2022         Ends: 12/31/2026 <input type="checkbox"/> Open ended		
<b>Impact if not approved at this time</b>	Would not have a contractual agreement, with a golf pro, for 2022 at Esmeralda		
<b>Background/history:</b> Parks and Recreation issued a request for proposal (RFP) for a private contracting golf professional, at Esmeralda Golf Course, for services for the years 2017-2021 (5 years). This agreement included an optional 5-year renewal. Rob Sanders, dba Sandbaggers Club, LLC, has completed his first 5-year term, and would like to continue with the 5-year renewal (2022-2026).			
<b>Recommendation/motion wording:</b> To approve the 5-year contract extension for Rob Sanders, dba Sandbaggers Club, LLC.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting _____ Parks – Pamela Clarke _____ Requester: <u>Mark Poirier</u> _____ Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Business license expiration date: 11/30/2022 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

UBI#: 604-059-237

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance		
<b>Committee meeting date</b>	Nov. 9, 2021		
<b>Requester</b>	Carl Strong	<b>Phone number:</b> 363-5415	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2016-0385		
<b>Item title:</b> (Use exact language noted on the agenda)	Western Equipment Distributors/Toro value blanket		
<b>Begin/end dates</b>	Begins: 04/30/2018         Ends: 12/31/2022 <input type="checkbox"/> Open ended		
<b>Background/history:</b> Raising cost of parts and an aging fleet of equipment has increased the use of this value blanket to purchase parts to keep our machines operational. Western Equipment Distributors is the sole source distributor for Toro brand machines. Toro brand machines make up a major portion of our total equipment fleet.			
<b>Motion wording:</b> Increase the value blanket with Western Equipment Distributors by \$102,000 for 2022 for a five-year total through the end of 2022 in the amount of \$402,000.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Carl Strong Grant Management Department/Name: _____ <div style="text-align: right;">Thea Prince - City Procurement</div>			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$102,000    Budget code: <div style="display: flex; justify-content: space-between;"> <div>           Additional Budget Code:            1400-54300-76830-54803         </div> <div>           1400-54500-76810-54803    1400-54100-75650-54803            1400-54500-76820-54803    1400-54100-75651-54803            1400-54600-76820-54803    4600-55100-75652-54803            1400-54600-76870-54803    1400-54100-75650-54803         </div> </div>			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input checked="" type="checkbox"/> UBI: 603-059-455    Business license expiration date: 11/30/21         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park Committee		
<b>Committee meeting date</b>	Nov. 8, 2021		
<b>Requester</b>	Jonathan Moog	<b>Phone number:</b> 625-6243	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2018-0043		
<b>Item title:</b> (Use exact language noted on the agenda)	Brett Sports & Entertainment consultant agreement		
<b>Begin/end dates</b>	Begins: 01/01/2021	Ends: 12/31/2028	<input type="checkbox"/> Open ended
<b>Background/history:</b> City commenced an agreement with Brett Sports and Entertainment (BSE) in 2017 for sponsorship and promotional sales consulting. In the course of this agreement BSE secured a title sponsorship with Numerica and is entitled to twenty percent (20%) of the proceeds paid annually over 10 years. The term of the initial and subsequent renewals of BSE agreement have ended and the city is seeking a ratification of this agreement as a means to continue issuing annual commission payments.			
<b>Motion wording:</b> Approve ratification of Riverfront Facility Title Sponsorship and Promotional Sales Consulting agreement with Brett Sports & Entertainment			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Dave Pier    Email address: dpier@spokanechiefs.com    Phone: 509-981-8720			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$18,000 annually    Budget code: 1400-30210-76103-54201			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input checked="" type="checkbox"/> UBI: 601-254-669    Business license expiration date: 6/30/22         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			





**City of Spokane**  
**Parks and Recreation Department**

**RATIFICATION OF CONSULTANT AGREEMENT**

**Title: RIVERFRONT FACILITY TITLE  
SPONSORSHIP AND PROMOTIONAL  
SALES CONSULTING**

This Ratification of Consultant Agreement ("Ratification") is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **BRETT SPORTS & ENTERTAINMENT, INC.**, whose address is West 700 Mallon Avenue, Spokane, Washington, 99201, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Consultant Agreement, having a term commencing November 3, 2017 and ending on June 30, 2018, wherein the Consultant agreed to provide the City of Spokane's Parks Department with Sponsorship and Promotional Sales Consulting services for Riverfront Park (the "Consultant Agreement"); and*

*WHEREAS, pursuant to the Consultant Agreement, the City agreed to pay Consultant a commission of twenty (20) percent of all gross revenue generated from sponsorships sold by the Consultant during the term of the Consultant Agreement, and further providing that commissions on multi-year sponsorship contracts sold by the Consultant would continue to be paid to the Consultant for the term of the sponsorship agreement(s); and*

*WHEREAS, during the term of the Consultant Agreement, Consultant successfully executed a title sponsorship agreement with Numerica Credit Union ("Numerica") for the facility known as Numerica Skate Ribbon and SkyRide;*

*WHEREAS, with Consultant's help, the City entered into a Sponsorship Agreement with Numerica dated February 14, 2019, and thereafter amended in April 2020 ("Sponsorship Agreement");*

*WHEREAS, the Sponsorship Agreement is for a period of ten (10) years, commencing in 2019 and, as amended, ending March 31, 2030; and*

*WHEREAS, Consultant has received commission payments for 2019 and 2020, and Consultant will be entitled to commission payments for eight more years assuming Numerica performs under the Sponsorship Agreement; and*

*WHEREAS, the parties wish to ratify and memorialize the City's payment obligation to Consultant with respect to the remaining commission payments to be made by the City to Consultant under the Sponsorship Agreement;*

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

**1. RATIFICATION OF CONSULTANT AGREEMENT.**

The Consultant Agreement, having a term commencing on November 3, 2017, and any previous amendments, renewals and / or extensions / thereto, is hereby acknowledged, approved, ratified and confirmed by the parties.

**2. CLARIFICATION OF CONSULTANT AGREEMENT.**

- a. Pursuant to Section 4(a) of the Consultant Agreement, the City is required to pay the Consultant a commission of twenty (20) percent of all gross revenue generated from sponsorships sold by the Consultant during the term of the Consultant Agreement, including commissions on multi-year sponsorships that continue after expiration of the Consultant Agreement.
- b. The parties acknowledge and agree that, during the term of the Consultant Agreement, and with the Consultant's help, the City entered into a sponsorship Agreement with Numerica Credit Union, dated February 14, 2019 (and subsequently amended in April 2020) for the facility presently known as Numerica Skate Ribbon and SkyRide.
- c. Under the Numerica Sponsorship Agreement, Numerica is to pay the City an annual sponsorship fee of ninety thousand and 00/100 dollars (\$90,000.00) for a period of ten (10) years with an additional annual payment of ten thousand and 00/100 dollars (\$10,000.00) for each year prior to 2028 during which Post Street is renamed by the City to Numerica Parkway for at least (6) six months.
- d. Pursuant to the Consultant Agreement, the City has made two commission payments of eighteen thousand and 00/100 dollars (\$18,000.00) each to Consultant out of sponsorship fees paid by Numerica for calendar years 2019 and 2020, the receipt of which Consultant hereby acknowledges.
- e. The parties acknowledge and agree that, as long as Numerica continues to perform under the Sponsorship Agreement, Consultant shall be entitled to receive commission payments per the terms of the Consultant Agreement through the year 2028 (the initial term of the Sponsorship Agreement) according to the terms of the Consultant Agreement. Following the initial term of the Sponsorship Agreement, the City shall have no further payment obligation to Consultant.

**4. DEBARMENT AND SUSPENSION.**

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

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

**BRETT SPORTS & ENTERTAINMENT, INC.**

**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Attachment A – Certification Regarding Debarment

21-215

**ATTACHMENT A  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

Nov 8, 2021

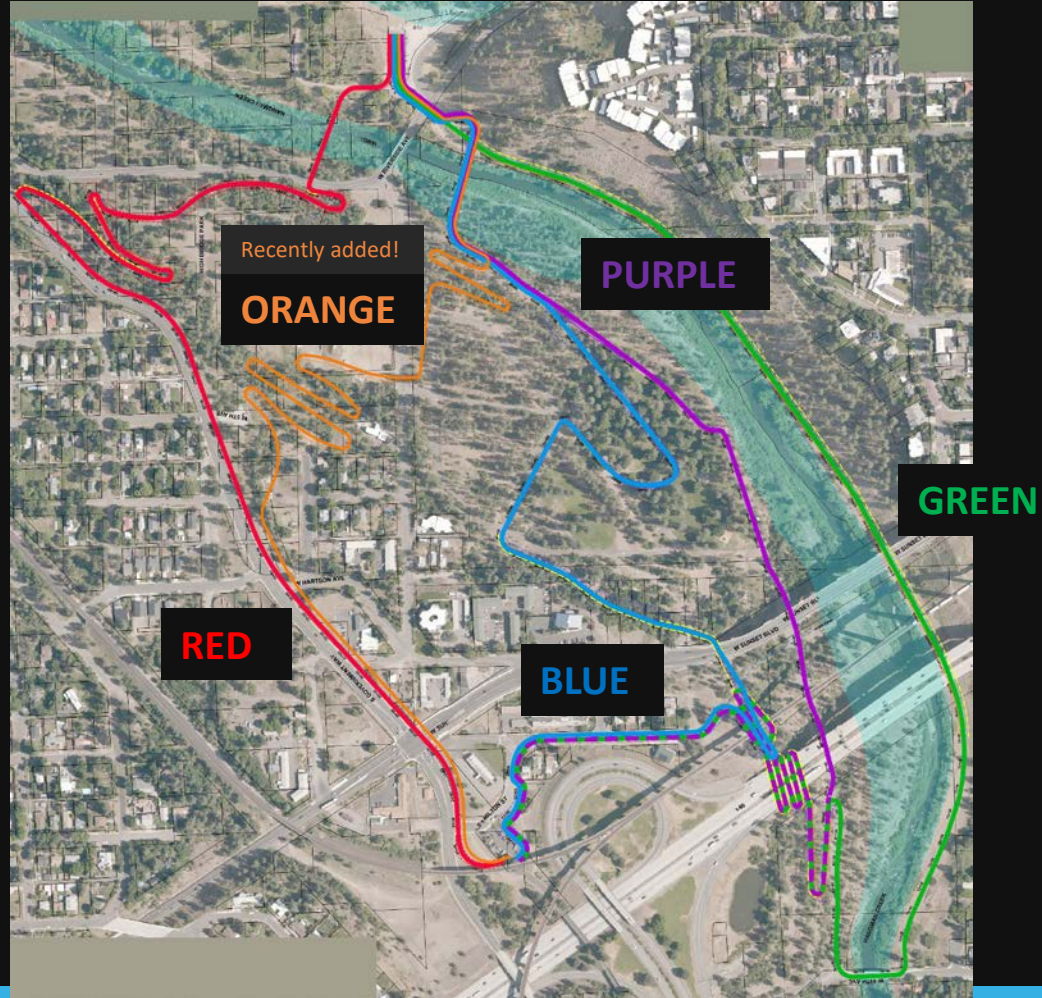
# Fish Lake Trail Connection Study

# PROJECT OVERVIEW





# Trail Routes



½ mile

# EVALUATION OUTCOMES

Alternatives Evaluation Matrix				RED	BLUE	PURPLE	GREEN	ORANGE
		Weight 1-5 (least important to most)		Riverside/ Government Way	Through High Bridge Park	Through High Bridge Park	East of Latah Creek	Through High Bridge Park
User Experience	Traffic Stress Experience	5		2	5	5	5	3
	Traffic Safety	5		2	4	4	4	3.5
	Local Access / Connections	4		4	2	3	3	3.5
	Scenic Views	4		2	3	4	5	3.5
	Interpretive Opportunity	2		2	4	4	3	3
	Grade	3		3	3	2	2	4
	Distance	1		4	3	2	2	4
	Personal Security	5		4	2	2	3	3.5
	Park Activation/Integration	5		1	5	4	3	4
Environment	Wetlands, Floodplains	4		4	3	2	1	3
	Priority Habitat and Species	4		4	3	2	1	3
	Trees	2		4	2	3	3	1
Cultural Resources	Tribal	5		4	3	3	2	3
	SHPO/Local Historic	4		3	3	3	3	3
	Section 4(f)	2		4	2	3	3	2
Compliance	Permitting Timelines	1		4	3	3	2	4
	Mitigation Requirements	3		4	3	3	1	3
	Litigation / Challenges	2		3	3	2	2	3
Constructability	Bridge over Latah Creek	1		2	3	3	5	3
	Cut/fill	3		4	2	2	1	2
	Walls	4		3	2	1	1	3
	Existing Infrastructure	5		4	2	1	1	4
	Schedule	2		3	2	2	1	3
Construction Cost		3		5	3	2	1	4
Average:		unweighted		3.29	2.92	2.71	2.42	3.17
		weighted		3.23	3.00	2.76	2.46	3.23



**RED**

1. Latah Creek Bridge  
(reuse piers, or new?)

2. Cross Riverside  
(High overpass or low at-grade?)

3. 25' climb in 500 feet @ 5%

4. 45' climb in 700 feet @ 5%

5. Constrained by retaining walls both sides

6. >3%

7. Park space

8. Sunset Blvd

9. Sunset Blvd Multiuse Path

10. Milton St

**RED**

# BLUE

## Pros

Maintains park-like environment

Trees and bridge views

No impact to dog park

## Cons

Erodible soils and construction concerns on hillside

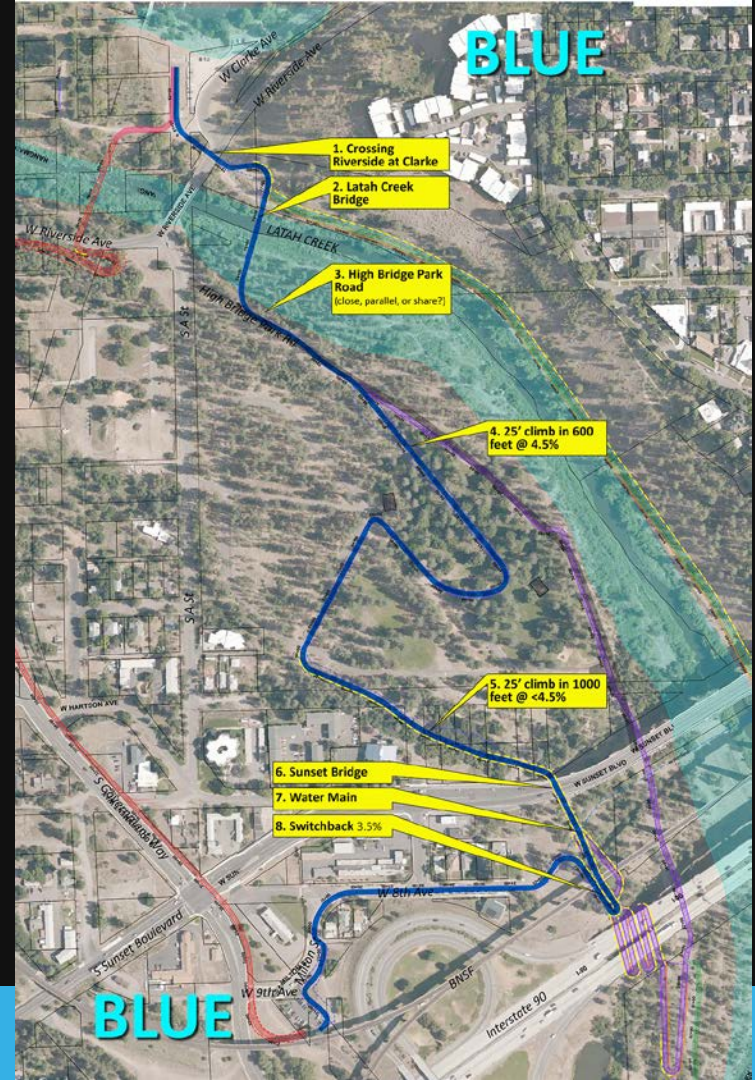
Isolated sections of trail, personal security

Impacts to disc golf course

Less connectivity to West Hills Neighborhood

BNSF permitting is slow

Higher cost (more risk of overruns)





# BLUE



Steep hillside with  
erodible soils



Costly to build under  
existing bridges

# ORANGE (new)

## Pros

Maintains park-like environment

Activates empty park space

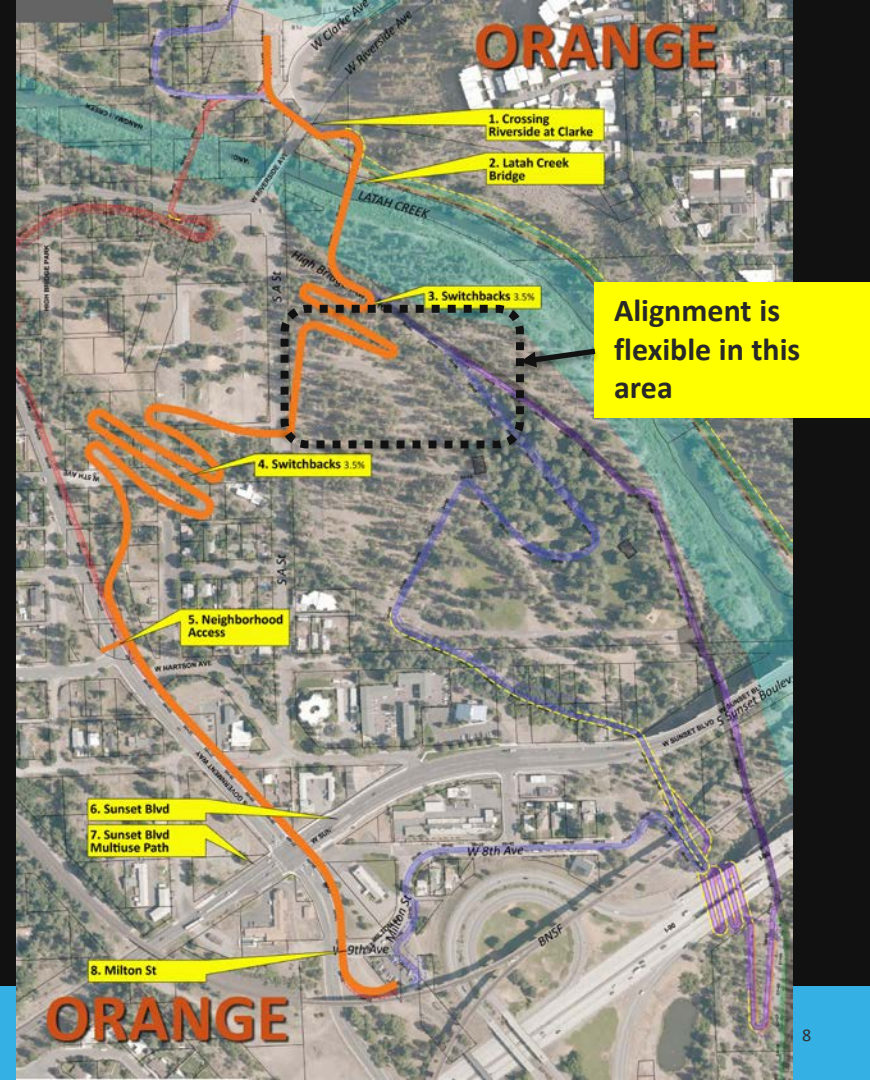
Connects to West Hills Neighborhood

Little or no impact to disc golf course

## Cons

Minor impact to dog park

No bridge views, less tree cover



# ESTIMATED CONSTRUCTION COSTS

- Red Alignment: \$ 7.5 - \$9.5M;
- Orange Alignment: \$ 10.1 - \$12.5M
- Blue Alignment: \$ 11.8 – \$14.5M
- Thorpe Road Connection: \$ 900K - \$1.1M
  - \$ 10M with Bored Tunnel

# NEXT STEPS

- Staff recommends moving forward with **Orange alignment**
- Parks Board discussion Nov 11<sup>th</sup>
- Complete Final Design Report by Dec 31<sup>st</sup>.
- Schematic Design Documents and refined Cost Estimate
  - Phased development
- Initiate Agency and Tribal Consultation
- Preliminary grant applications due early March 2022

The End

# SURVEY RESULTS

ANSWER CHOICES	RESPONSES	
▼ None of the above	4.57%	58
▼ Red alignment	32.89%	417
▼ Blue alignment	62.54%	793
TOTAL		1,268

- 1320 respondents
- Safety for solo females
- Don't disturb disc golf
- Don't disturb dog park
- Enforcement of camping
- Government Way is busy and noisy
- Families prefer to ride away from traffic
- Prefer natural setting



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		
<b>Committee meeting date</b>	Nov. 3, 2021		
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509-363-5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Resolution supporting future Parks ownership of Conservation Futures program/Trolley Trail		
<b>Begin/end dates</b>	Begins: 11/03/2021	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> Using Spokane County Conservation Futures and a Washington State grant, the City Parks and Recreation Division acquired land to establish the first public section of the Trolley Trail in 2001. In 2021, the Conservation Futures Land Evaluation Committee designated the proposed acquisition of additional property (Trolley Trail 08-21) to expand the publicly available Trolley Trail as a non-ranked administrative acquisition. As a result of this ranking, Spokane County desires to proceed with property appraisal and acquisition. As the proposed acquisition is within the city of Spokane, and the city owns and maintains the existing portion of the Trolley Trail, it is recommended the city accept ownership of the additional lands if acquisition is funded completely by Spokane County Conservation Futures funds. No City Parks funds are required for property acquisition.			
<b>Motion wording:</b> Motion to approve resolution supporting Trolley Trail 08-21 Conservation Futures nomination and accepting property ownership if acquired through Conservation Futures program.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name: _____ <div style="text-align: right;">           Al Vorderbrueggen            PKNOWLES@spokanecounty.org         </div>			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: _____ Budget code: _____ N/A    N/A			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

CITY OF SPOKANE PARK BOARD

RESOLUTION

A RESOLUTION supporting Trolley Trail 08-21 Conservation Futures nomination and accepting property ownership if acquired through Conservation Futures.

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

WHEREAS, the Park Board recognizes the outdoor recreational & transportation value of the Trolley Trail area for hiking, trail walking & running, mountain biking, horseback riding, birding, and other recreational activities, and

WHEREAS, the City of Spokane owns land known as the Trolley Trail that has been acquired and funded both through the Spokane County Conservation Futures program, a portion of which is situated inside the city limits of the City of Spokane, and a portion of which is situated outside the city limits of the City of Spokane, and all of which is subject to Park Board control and authority, and

WHEREAS, in 2001 the Park Board previously acquired land to establish the existing section of Trolley Trail for permanent public use, and

WHEREAS, the Park Board desires to acquire additional land & trail easement from willing sellers to ensure one continuous section of the Trolley Trail from S. Assembly Rd. to W. 16<sup>th</sup> Avenue is permanently open to the public, and

WHEREAS, Spokane County through its Assessor's Office, assesses the voter-supported Conservation Futures Property Tax Levy on property owners throughout Spokane County, as authorized under RCW 84.34.200 et seq, to acquire, preserve, and maintain open land in its natural state for the benefit of public recreation and wildlife, and

WHEREAS, the Park Board recognizes the value in continued partnership with other jurisdictions and organizations to meet the shared community recreation and conservation goals, and

WHEREAS, the Trolley Trail 08-21 property, as recommended by the Conservation Futures Land Evaluation Committee, is designated as a non-ranked administrative acquisition on the proposed Conservation Futures prioritized acquisition list, whereby this property's acquisition can be funded at anytime subject to contingency satisfaction,

NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane Park Board that the Spokane Park Board hereby supports the Trolley Trail 08-21 Conservation Futures nomination and shall accept ownership of the property if acquired through the Conservation Futures program at no cost to the City of Spokane Parks Department.

ADOPTED BY THE PARK BOARD ON \_\_\_\_\_

\_\_\_\_\_  
Park Board President

Attest:

Approved as to form:

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

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

## 2021 Conservation Futures Prioritized Acquisition List - Final Recommendation

**Please Note: Final Recommendation:** The Land Evaluation Committee took into account the results of the evaluation criteria scoring along with public input, their experience on each nominated property, and the Staff Recommendation, which took into account title reports, review of existing legal agreements affecting properties, potential funding sources, and other factors. **\*Administrative Acquisition:** Nominations identified for Administrative Acquisition will be pursued by staff utilizing the process described in the 2021 Program Overview pending availability and/or satisfaction of contingencies as described below to resolve critical existing issues related to access and management of existing Conservation Futures-acquired properties.

Nomination Name	Ranking	Future Ownership	Property Description	Ranking Notes / Contingencies
Trolley Trail 08-21	Administrative Acquisition	City of Spokane	3.76 acre property that contains the Trolley Trail generally NE of Trolley Trail Conservation Area.	Designated as an "Administrative Acquisition" to resolve long-standing concerns about the Trolley Trail Conservation Area's northern terminus into private property. This acquisition, with ranking contingencies satisfied, will create a publicly accessible northern terminus at 18th Avenue, resolving long-standing trespassing issues. Ranking contingent upon: (1) City of Spokane securing a legal, public trail connection between the Trolley Trail Conservation Area and the nomination via public trail easement or condition of plat approval; and (2) willing seller.
Palisades 06-21	1	City of Spokane	118 acre addition to Palisades Park.	Ranking contingent upon: (1) Seller's pledged donation of \$50,000 - \$100,000 at closing to benefit the stewardship and public use of the nomination.
Saltese 07-21	2	Spokane County	54 acre addition to Saltese Uplands Conservation Area.	Ranking contingent upon: (1) sale at 50% of fair market value.
Antoine Peak 01-21	3	Spokane County	188 acre addition to Antoine Peak Conservation Area.	
Fancher 05-21	4	Spokane County	78 acre property adjacent to the Northwoods neighborhood.	Ranking contingent upon: (1) granting of a public trail easement through adjacent HOA-owned property.
Dishman Hills 03-21	5	Spokane County	82 acres adjacent to 240 acres owned by the Dishman Hills Conservancy.	Ranking contingent upon: (1) donation by nominator of \$25,000 towards public access / trailhead improvements.
Dishman Hills 02-21	6	Spokane County	43.5 acre addition to Iller Creek Unit of Dishman Hills Conservation Area.	
Dragoon Creek 04-21	7	City of Deer Park	100.34 acre property within the Urban Growth Area of the City of Deer Park.	

SUBJECT  
PROPERTY

2021 Conservation Futures Final Recommendation - October 27th, 2021

## **Property Acquisition Questionnaire**

### Trolley Trail Conservation Futures 08-21 – 3.76 acres

Parcel 25252.0025 - 3.56 acres

Parcel 25261.0005 – 0.20 acres

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

Comments: The acquisition of this property is supported by the Grandview Thorpe Neighborhood Council, the Friends of the Centennial Trail, the local chapter of the Audubon Society and is ranked as the #1 priority of the 2021 Conservation Futures Prioritized Acquisition List. Additionally, the trolley trail corridor is listed on the City of Spokane Bicycle Master Plan, the Spokane County Regional Trails plan, and the Grandview/Thorpe Neighborhood Action Plan.

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

Comments: The property would secure permanent public access to the Trolley Trail by acquiring undeveloped private property which currently hosts a portion of the trail. Acquisition would prevent future development which could displace existing trails. Preserving this property also assists in protecting wildlife habitat as noted in below questions.

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

Comments: Acquisition would be funded by Spokane County Conservation Futures program.

4. Does acquisition incur new maintenance responsibilities or other on-going costs or require development or improvements? (Estimated cost:) Yes new maintenance responsibilities would be required. No city park funding required to fund ongoing maintenance or development.

Comments: Maintenance costs would be offset by Conservation Futures maintenance funds. Maintenance activities would be conducted by City of Spokane Park Operations staff as required. Trail would remain 'soft-surface'.

5. Does acquisition appeal to narrow population base or potentially all citizens of Spokane? Property would appeal to variety of users, including trail users, bird watchers, and nearby residents.

Comments: Property has appeal for trail walking, riding, biking and horseback riding as well as snow showing and cross-country skiing. Trail and path walking is the most popular activity within the Spokane Park system. Primary use is anticipated to be local residents within the Grandview Thorpe Neighborhood, with a small trailhead available for non-resident use.

6. Is acquisition accessible to public? Yes

Comments: Property can be accessed on foot or by bicycle from 18<sup>th</sup> avenue right-of-way. Resolving long-standing trespassing across private property to reach the trail from 18<sup>th</sup> avenue. Property acquisition is contingent upon City securing a legal public trail connection between existing trolley trail and this proposed acquisition via easement through the Westwood Hills Development.

7. Does acquisition enhance or benefit existing park land? Yes

Comments: Property acquisition creates a legal connection for the northern terminus of the trolley trail to 18<sup>th</sup> avenue where no public connection currently exists.

8. Does property have any special or unique features or cultural significance that should be preserved and make it more desirable? **Yes**

Comments: A special characteristic of this property is its historical value in preserving the Trolley Trail rail bed originally built by Washington Water Power from Spokane to Medical Lake. The electric trolley was active from 1907 to 1922 and has been converted into a smooth level foot path roughly 6-8 feet wide. Using this trolley grade's gentle slope for trail makes for an excellent experience. The Property around the trail is steep and heavily wooded with Ponderosa Pine and various other deciduous tree species.

9. Does acquisition have any liabilities (i.e. hazmat, unwanted structures, or immediate improvements needed) or use restrictions? (identify liabilities: **One potential liability as noted below.**

Comments: An abandoned trolley bridge abutment is present at the northern portion of the parcel. Orange traffic cones mark the abutment and alert trail users to the missing bridge. The current trail bypasses this potential hazard. A permanent barrier (fence or barricade) is likely necessary to ensure this risk is mitigated. No other hazardous materials, garbage or debris present on property.

Acquisition is contingent on securing trail easement from adjacent private developments (Canyon Bluffs & Westwood Hills) and future use or development would be restricted to comply with the conservation futures program requirements in perpetuity.

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

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

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

Comments: **N/A**

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

Comments: Property provides a valuable habitat corridor between the Latah Valley and the West Plains for deer, porcupine, coyote, squirrel, chipmunk and moose and provides permanent habitat for turkey and quail as well as transitory use by owl, eagle, hawk, heron, and osprey. This property represents a valuable connection between lands being actively developed for residential use.

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

Comments: As privately owned land, public use is not currently permissible. All of the land is currently zoned for residential single-family use and is adjacent land zoned for residential multi-family use. All land could be developed for housing, which could potentially eliminate all trails and outdoor public recreational value on the property, prohibiting future public connection of the existing Trolley Trail to the adjacent neighborhood.

14. Would acquiring property reduce tax revenues? Yes.

Assessed land value is currently: \$41,250.

Nominee lists land value as: ~\$200,000.

Comments: Property tax revenues for land range between \$500-\$520 annually.

Other comments, special circumstances, or considerations:

Acquisition of this property is a part of a larger effort to acquire and preserve the Trolley Trail corridor from 16<sup>th</sup> & Milton to Assembly Road, creating a valuable connection from the neighborhood to the Fish Lake Trail and the regional trail network. In 2001, one mile of Trolley Trail was acquired using Conservation Futures funds in combination with a Washington Wildlife Preservation Grant.



# Trolley Trail 08-21



# FINAL RECOMMENDATION – 2021 PRIORITIZED ACQUISITION LIST

Nomination Name	Ranking	Future Ownership	Property Description	Ranking Notes / Contingencies
Trolley Trail 08-21	Administrative Acquisition	City of Spokane	3.76 acre property that contains the Trolley Trail generally NE of Trolley Trail Conservation Area.	Designated as an "Administrative Acquisition" to resolve long-standing concerns about the Trolley Trail Conservation Area's northern terminus into private property. This acquisition, with ranking contingencies satisfied, will create a publicly accessible northern terminus at 18th Avenue, resolving long-standing trespassing issues. Ranking contingent upon: (1) City of Spokane securing a legal, public trail connection between the Trolley Trail Conservation Area and the nomination via public trail easement or condition of plat approval and (2) willing seller.
Palisades 06-21	1	City of Spokane	118 acre addition to Palisades Park.	Ranking contingent upon: (1) Seller's pledged donation of \$50,000 - \$100,000 at closing to benefit the stewardship and public use of the nomination.
Saltese 07-21	2	Spokane County	54 acre addition to Saltese Uplands Conservation Area.	Ranking contingent upon: (1) sale at 50% of fair market value.
Antoine Peak 01-21	3	Spokane County	188 acre addition to Antoine Peak Conservation Area.	
Fancher 05-21	4	Spokane County	78 acre property adjacent to the Northwoods neighborhood.	Ranking contingent upon: (1) granting of a public trail easement through adjacent HOA-owned property.
Dishman Hills 03-21	5	Spokane County	82 acres adjacent to 240 acres owned by the Dishman Hills Conservancy.	Ranking contingent upon: (1) donation by nominator of \$25,000 towards public access / trailhead improvements.
Dishman Hills 02-21	6	Spokane County	43.5 acre addition to Iller Creek Unit of Dishman Hills Conservation Area.	Unanimously Approved by LEC 10/27/21
Dagoon Creek 04-21	7	City of Deer Park	100.34 acre property within the Urban Growth Area of the City of Deer Park.	





TROLLEY TRAIL 08-21

**RANKING: ADMINISTRATIVE ACQUISITION**





TROLLEY  
TRAIL  
08-21

**RANKING: ADMINISTRATIVE ACQUISITION**





# TROLLEY TRAIL

## 08-21

### Vital Stats

3.76 acres.

Preserves section of well-used trail.  
Potential trail connectivity from existing Trolley Trail Conservation Area to nomination.

Resolves long-standing trespassing issues caused by publicly-owned section of trail.

Proposed Ownership: City of Spokane

**RANKING: ADMINISTRATIVE ACQUISITION**





### Ranking Contingencies

Administrative Acquisition: Can be pursued and funded at anytime outside of ranking.

- 1 Westwood Hills Village Plat being approved with public Trolley Trail through connection accommodated.
- 2 Canyon Bluffs Partners, LLC granting a public trail easement to the City of Spokane connecting Westwood Hills Village Section w/ Nomination.

**RANKING: ADMINISTRATIVE ACQUISITION**

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		
<b>Committee meeting date</b>	Nov. 3, 2021		
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509-363-5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Resolution supporting future Parks ownership of Conservation Futures program/Palisades Park properties		
<b>Begin/end dates</b>	Begins: 11/03/2021	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> Since 2018, the Palisades Neighborhood, Inland Northwest Land Conservancy, Spokane Park Board, and others have partnered to secure the private lands between the existing city-owned Palisades Park property and Riverside State Park to preserve this land from development. This effort has been known as Riverside to Rimrock, and since 2018 the private project partners (Riverside to Rimrock, LLC) have secured the bulk of these properties with the specific purpose of nominating the lands for acquisition through the 2021 Spokane County Conservation Futures program. In 2021, the Conservation Futures Land Evaluation Committee designated the proposed acquisition of this property (Palisades 06-21) as the #1 ranked acquisition on the proposed Conservation Futures prioritized acquisition list. As a result of this ranking, Spokane County desires to proceed with property appraisal and acquisition. As the proposed acquisition is directly adjacent to Palisades Park, and the city of Spokane owns and maintains Palisades, it is recommended the City of Spokane accept ownership of the additional lands if acquisition is funded completely by Spokane County Conservation Futures funds. No City Parks funds are required for property acquisition.			
<b>Motion wording:</b> Motion to approve resolution supporting Palisades 06-21 Conservation Futures nomination and accepting property ownership if acquired through Conservation Futures program.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name: _____ <div style="text-align: right;">           Al Vorderbrueggen            PKNOWLES@spokanecounty.org         </div>			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: _____ Budget code: _____ N/A    N/A			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			



CITY OF SPOKANE PARK BOARD

RESOLUTION

A RESOLUTION supporting Palisades 06-21 Conservation Futures nomination and accepting property ownership if acquired through Conservation Futures.

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

WHEREAS, the Park Board recognizes the value in continued partnership with other jurisdictions and organizations to meet the shared community recreation and conservation goals,

WHEREAS, the Park Board recognizes the outdoor recreational importance and value of the Palisades Park area for hiking, trail walking & running, mountain biking, horseback riding, birding, and other recreational activities, and

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

WHEREAS, the private corporation Rimrock to Riverside, LLC. was formed with the specific purpose to acquire private lands between Palisades Park and Riverside State Park for temporary preservation from development until said lands could be purchase by government entities for permanent public ownership, and

WHEREAS, the Park Board has previously supported the effort to connect public land between Palisades Park and Riverside State Park through the purchase of private land from willing sellers as they become available, and

WHEREAS, property owners throughout Spokane County have contributed assessments to the Conservation Futures fund which can be used to assist in the purchase of property that will benefit the conservation and preservation of open land in its natural state for the benefit of public use, and

WHEREAS, the Palisades 06-21 property, as recommended by the Conservation Futures Land Evaluation Committee, is designated as the #1 ranked acquisition on the proposed Conservation Futures prioritized acquisition list, whereby this property's acquisition can be funded at anytime subject to contingency satisfaction.

NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane Park Board that the Spokane Park Board hereby supports the Palisades 06-21 Conservation Futures nomination and shall accept ownership of the property if acquired through the Conservation Futures program at no cost to the City of Spokane Parks Department.

ADOPTED BY THE PARK BOARD ON \_\_\_\_\_

Attest:

\_\_\_\_\_  
Park Board President  
Approved as to form:

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

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

## 2021 Conservation Futures Prioritized Acquisition List - Final Recommendation

**Please Note: Final Recommendation:** The Land Evaluation Committee took into account the results of the evaluation criteria scoring along with public input, their experience on each nominated property, and the Staff Recommendation, which took into account title reports, review of existing legal agreements affecting properties, potential funding sources, and other factors. **\*Administrative Acquisition:** Nominations identified for Administrative Acquisition will be pursued by staff utilizing the process described in the 2021 Program Overview pending availability and/or satisfaction of contingencies as described below to resolve critical existing issues related to access and management of existing Conservation Futures-acquired properties.

Nomination Name	Ranking	Future Ownership	Property Description	Ranking Notes / Contingencies
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Dragoon Creek 04-21	7	City of Deer Park	100.34 acre property within the Urban Growth Area of the City of Deer Park.	

**SUBJECT  
PROPERTY**

2021 Conservation Futures Final Recommendation - October 27th, 2021

## **Property Acquisition Questionnaire**

### Palisades Conservation Futures 06-21 – 115.25 acres

Parcel 25102.9029 – 14.88 acres

Parcel 25102.9031 – 12.30 acres

Parcel 25103.9015 – 22.48 acres

Parcel 25103.9061 – 10.28 acres

Parcel 25103.9062 – 10.00 acres

Parcel 25103.9064 – 10.02 acres

Parcel 25103.9066 – 10.55 acres

Parcel 25103.9067 – 10.23 acres

Parcel 25103.9068 – 14.91 acres

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

Comments: The acquisition of this property is supported by Spokane Mountaineers, Backcountry Horsemen, the Palisades Neighborhood, numerous other local associations and neighborhood councils, Spokane County Parks and Recreation, and Spokane City Parks and Recreation.

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

Comments: This property acquisition creates a physical connection between Palisades Park and Riverside State Park, two large natural lands, allowing for a physical connection for both recreational users (trail users, horseback riders, birders, etc.) and establishing a publicly owned wildlife corridor. As the Spokane community continues to develop rapidly, conservation of prime natural lands remains a priority to continue to provide quality natural lands within the Spokane Community to citizens and to provide necessary habitat to wildlife.

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

Comments: Acquisition would be funded by Spokane County Conservation Futures program.

4. Does acquisition incur new maintenance responsibilities or other on-going costs or require development or improvements? (Estimated cost:) Yes, new maintenance responsibilities would be required. No city park funding required to fund ongoing maintenance or development.

Comments: Maintenance costs would be offset by Conservation Futures maintenance funds. Maintenance activities would be conducted by City of Spokane Park Operations staff as required. The Inland Northwest Land Conservancy has committed to ongoing stewardship activities to support the management of this land and has committed to a 'stewardship pledge' in the approximate amount of \$50,000-\$100,000 to be negotiated upon final sale of the property. The stewardship pledge shall be used toward improvement of the property.

5. Does acquisition appeal to narrow population base or potentially all citizens of Spokane? Property would appeal to variety of users, including trail users, bird watchers, nearby residents.

Comments: Property is directly adjacent the existing Palisades Park property and widely appeals trail walkers, bicyclist, horseback riding as well as snow showing and cross-country skiing. Trail and path walking is the most popular activity within the Spokane Park system. Primary use is anticipated to be both residents from adjacent neighborhood and community residents citywide. Two trailheads are available to accommodates users traveling to the lands via automobile.

6. Is acquisition accessible to public? Yes.

Comments: Property can be accessed on foot, bicycle or horseback from the Existing Palisades Park trailheads located @ Greenwood Road / Rimrock Drive or by vehicle @ N Houston Road.

7. Does acquisition enhance or benefit existing park land? Yes

Comments: Property acquisition expands Palisades Park public property to the north toward Riverside State Park, making a public physical connection between the two park lands possible and making significant progress toward connecting the two large tracts of natural land. This improves connectivity between existing park lands and prevents this critical link between existing parks from being developed.

8. Does property have any special or unique features or cultural significance that should be preserved and make it more desirable? **Yes**

Comments: The property also hosts approximately 2,500 lineal feet of the iconic basalt 'Rimrock', which is itself a unique geologic feature that is an iconic symbol of the Spokane Area. 'Rimrock Drive' was proposed by the Olmstead park plan to take advantage of this unique geologic feature and its associated views toward the city.

9. Does acquisition have any liabilities (i.e. hazmat, unwanted structures, or immediate improvements needed) or use restrictions? (identify liabilities: **One liability currently being mitigated, and one structure as noted below.**

Comments: Many individual parcels which make up this property were separated by barbed wire, which has mostly been removed by volunteers. The remainder of which will be removed in 2021.

One structure remains on the property, a concrete above ground cistern located along the eastern edge of parcel 25103.9015. It sits atop a basalt outcrop and is largely hidden by moss. Other structures on parcel 25103.9061 were removed in 2018.

10. Does the acquisition have potential to generate new revenues for Park Fund? (anticipated revenue:) **\$50,000-\$100,000.**

Comments: There are no ongoing revenue opportunities identified at this time. The Inland Northwest Land Conservancy has committed to a one-time 'stewardship pledge' in the approximate amount of \$50,000-\$100,000 to be negotiated upon final sale of the property.

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

Comments: While property is not located in city limits, it is directly adjacent to existing City owned property within the county (Palisades Park).

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

Comments: This land hosts several distinct habitat types, including delineated wetlands (seasonal marshlands), basalt outcrops, prairie remnants, and two types of conifer forest. Approximately 55% of the land is prairie remnant and consists various species of locally endemic vegetation (fescues, bluegrass, junegrass, lupine, phlox yarrow, etc.). The property also hosts approximately 2,500 lineal feet of the iconic basalt 'Rimrock', which is itself a unique geologic feature that is an iconic symbol of the Spokane Area.

The adjacency of the project to both Riverside State Park and Palisades Park make it an wildlife corridor connector for large ungulates (mule deer, moose, elk) and predators (bobcats, cougars, coyotes, and black bear). Numerous small mammals and migratory birds and bats actively utilize this land.

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

Comments: The private properties which make up this land were purchased over the past four years by Rimrock to Riverside, LLC. as they came to market, with the sole purpose of temporarily preserving them from development into residential properties until they could be purchased for permanent public, governmental ownership. Without purchase for conservation purposes, these parcels will likely be listed for sale on the open market. With current regional growth and development trends, sale on the open market would likely lead to development of these lots.

14. Would acquiring property reduce tax revenues? **Yes.**

Assessed land value is currently: \$812,640

Nominee lists land value as: ~\$1,900,000

Comments: Current property tax revenues for land is ~\$6,800 annually.

Other comments, special circumstances, or considerations:

This project is specifically identified in the 2020 County Parks Plan as policy PO 5.8 and the protection of this land for public outdoor recreation and conservation has been identified since the late 1980's. Renewed conservation efforts have been underway since 2018.



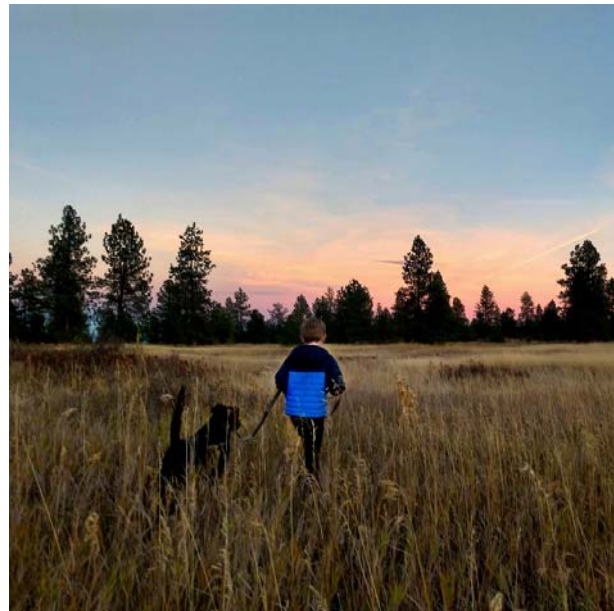
# Palisades 06-21



# FINAL RECOMMENDATION – 2021 PRIORITIZED ACQUISITION LIST

Nomination Name	Ranking	Future Ownership	Property Description	Ranking Notes / Contingencies
Trolley Trail 08-21	Administrative Acquisition	City of Spokane	3.76 acre property that contains the Trolley Trail generally NE of Trolley Trail Conservation Area.	Designated as an "Administrative Acquisition" to resolve long-standing concerns about the Trolley Trail Conservation Area's northern terminus into private property. This acquisition, with ranking contingencies satisfied, will create a publicly accessible northern terminus at 18th Avenue, resolving long-standing trespassing issues. Ranking contingent upon: (1) City of Spokane securing a legal, public trail connection between the Trolley Trail Conservation Area and the nomination via public trail easement or condition of plat approval and (2) willing seller.
Palisades 06-21	1	City of Spokane	118 acre addition to Palisades Park.	Ranking contingent upon: (1) Seller's pledged donation of \$50,000 - \$100,000 at closing to benefit the stewardship and public use of the nomination.
Saltese 07-21	2	Spokane County	54 acre addition to Saltese Uplands Conservation Area.	Ranking contingent upon: (1) sale at 50% of fair market value.
Antoine Peak 01-21	3	Spokane County	188 acre addition to Antoine Peak Conservation Area.	
Fancher 05-21	4	Spokane County	78 acre property adjacent to the Northwoods neighborhood.	Ranking contingent upon: (1) granting of a public trail easement through adjacent HOA-owned property.
Dishman Hills 03-21	5	Spokane County	82 acres adjacent to 240 acres owned by the Dishman Hills Conservancy.	Ranking contingent upon: (1) donation by nominator of \$25,000 towards public access / trailhead improvements.
Dishman Hills 02-21	6	Spokane County	43.5 acre addition to Iller Creek Unit of Dishman Hills Conservation Area.	Unanimously Approved by LEC 10/27/21
Dagoon Creek 04-21	7	City of Deer Park	100.34 acre property within the Urban Growth Area of the City of Deer Park.	

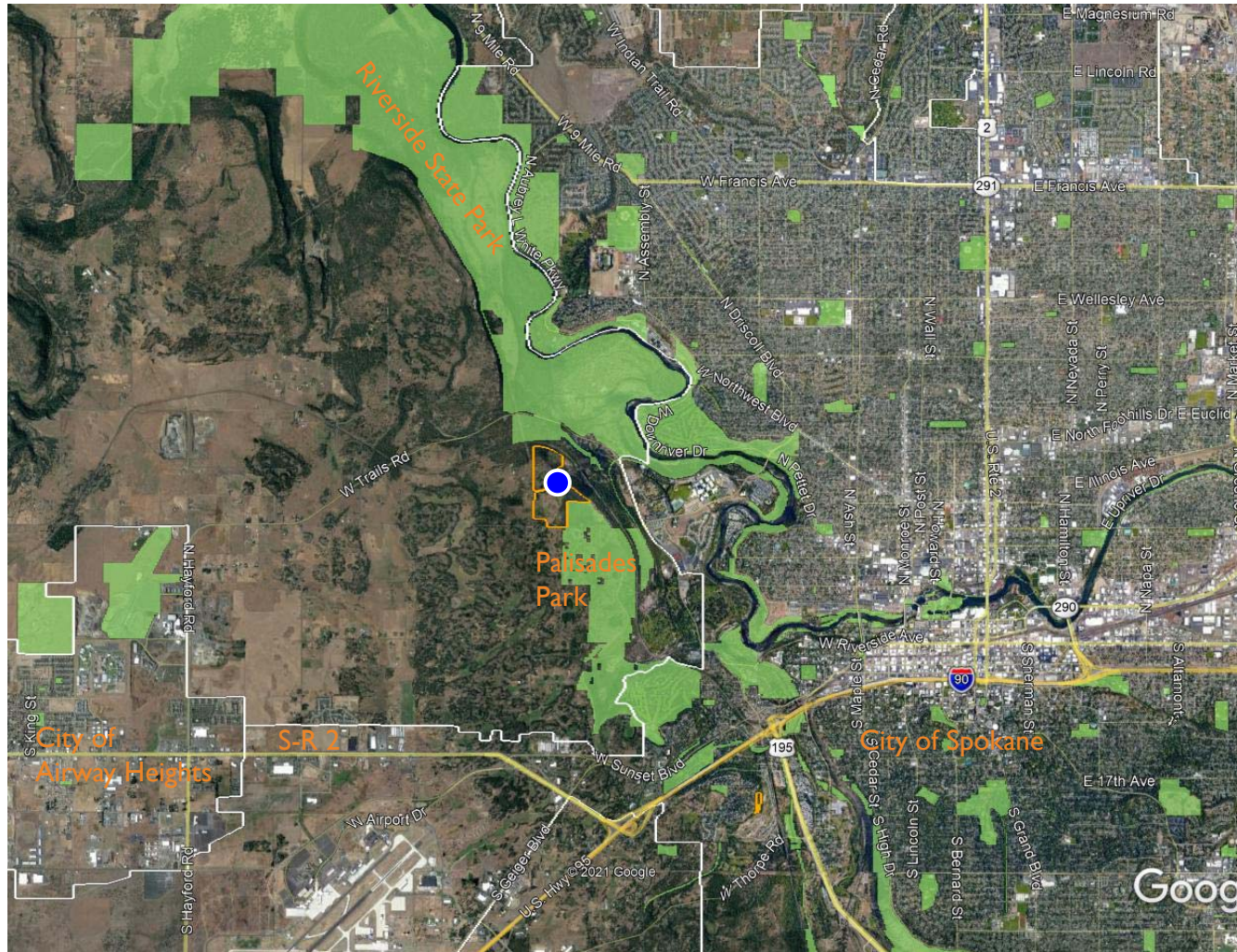




PALISADES 06-21

**RANKING: #1**

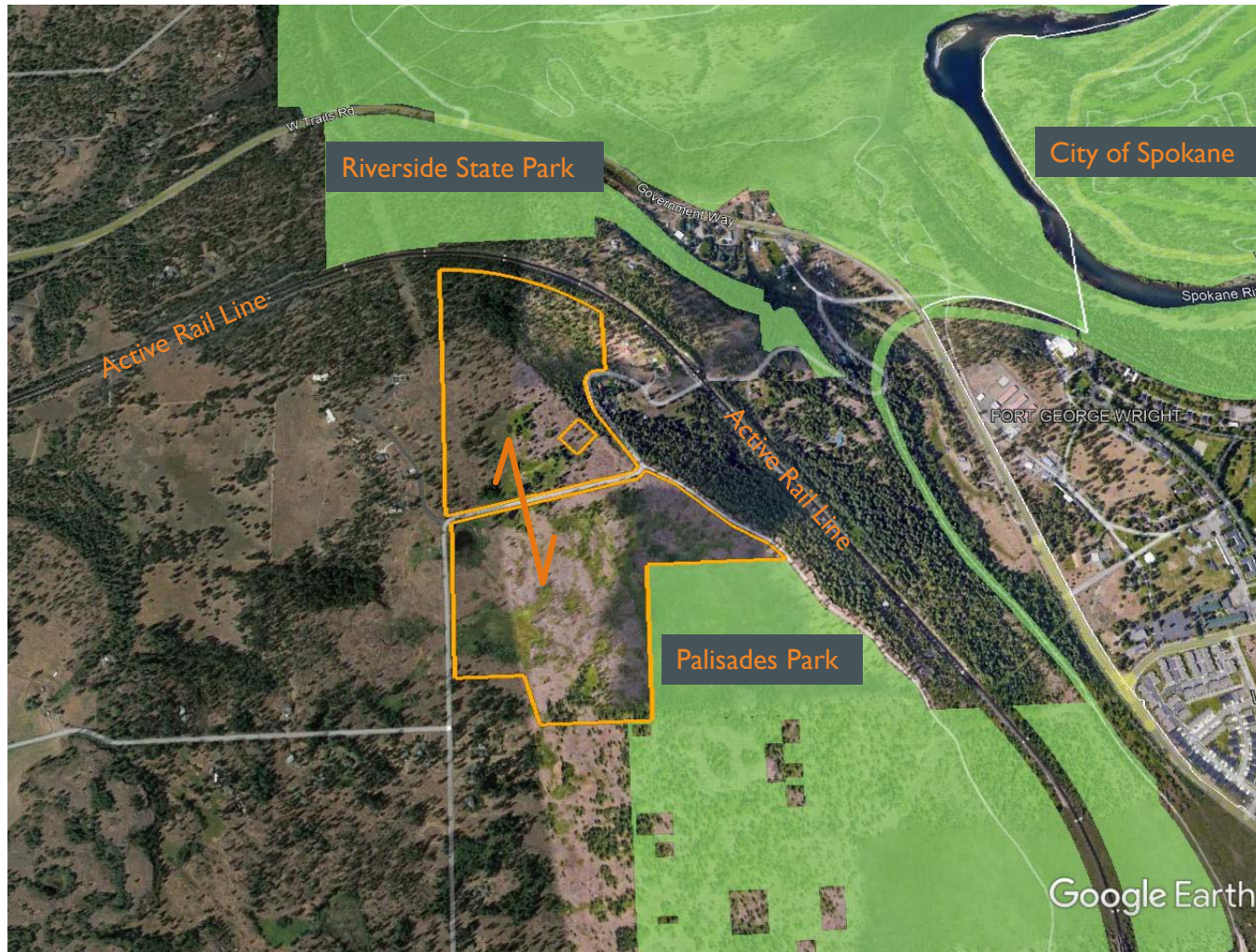




PALISADES  
06-21

RANKING: #1





**RANKING: #1**

## PALISADES 06-21

### Vital Stats

117.65 acres.

Expands Palisades Park.

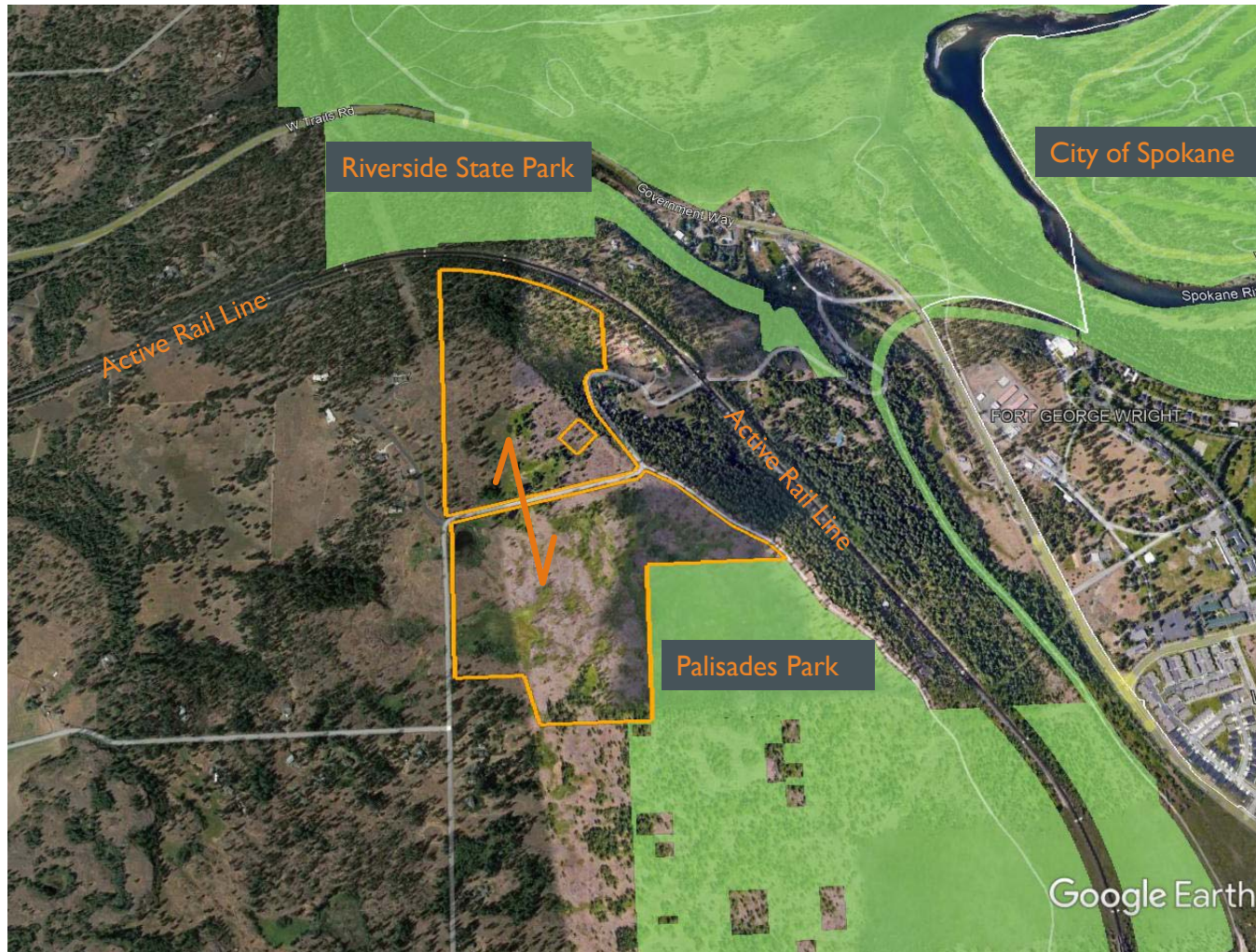
Nearly connects with Riverside State Park.

Pledged \$50K-\$100K Stewardship Fund.

Preserves wetlands

Probable Ownership: City of Spokane





**RANKING: #1**

#### Ranking Contingencies

(I) Seller's donation of \$50K-\$100K at closing towards a "stewardship" fund to benefit the property.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		
<b>Committee meeting date</b>	Nov. 8, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509-625-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	King Cole Commemorative Project (KCCP) intent, scope and schedule		
<b>Begin/end dates</b>	Begins: 11/11/2021	Ends: 06/30/2024	<input type="checkbox"/> Open ended
<b>Background/history:</b> This project is intended to recognize the extraordinary vision and contribution of King Cole and other contributors to rejuvenating Spokane in the early 1970s. Currently King Cole is recognized by the naming of King Cole Way which is located at the southeast corner of the park and consists of a wide wooden pedestrian bridge crossing the south channel of the Spokane River. An expanded King Cole Way will include art that may be interactive, sculptural, kinetic, illuminated at night, or some combination of those elements creating an iconic Gateway into Riverfront Park. The art piece is expected to be located on, or adjacent to, the existing wood bridge. The art piece will anchor the expanded King Cole Way which would incorporate an artistic way-finding/interpretive signage treatments and/or elements that includes acknowledgment of historic structures and key Expo '74 stakeholders. The project is intended to be funded by private donations raised by the KCCP Committee.			
<b>Motion wording:</b> Move to approve the King Cole Commemorative Project intent, scope and schedule			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: _____			
Gjones@spokanecity.org chris@cjwrightlaw.com jmoog@spokanecity.org bellison@spokanecity.org jmogden@spokanecity.org			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$0    Budget code: _____			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: _____ Business license expiration date: _____ <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



## Public Art – King Cole / Expo Commemoration Art Project

### PROJECT INTENT AND DESCRIPTION

This project is intended to accomplish two things through the art and site improvements. First, to recognize the extraordinary vision and contribution of King Cole to rejuvenating Spokane in the early 1970s, a person who nearly single-handedly secured Spokane's designation as a World's Fair site in 1974 (aka Expo '74). Second, to commemorate the 50<sup>th</sup> anniversary of Expo '74 and the contributions of several other stakeholders in ensuring that Expo '74 became a reality.

Currently King Cole is recognized by the naming of "King Cole Way" which is located at the southeast corner of the park and consists of a wide wooden pedestrian bridge crossing the south channel of the Spokane River.

The KCCP envisions an expanded King Cole Way including Art that is interactive, sculptural, kinetic, illuminated at night, or some combination of those elements creating an iconic Gateway into Riverfront Park. The art piece is expected to be located on, or adjacent to, the existing wood bridge. The art piece will anchor the expanded King Cole Way which would incorporate an artistic way-finding treatment and/or elements that includes acknowledgement of historic structures and key Expo '74 stakeholders including Jim Cowles, U.S. Senator Warren Magnuson, Senator "Scoop" Jackson, and former U.S. Speaker Thomas Foley, the contribution of the Spokane Tribe, and the Railroad Lines once on Havermale Island.

### PROJECT SCOPE AND SITE DESCRIPTION:

The artist will be encouraged to consider any location on or north of the wood bridge for the art piece, but the final location would reside on King Cole Way. The selected location may be either in the open space or on the bridge so long as the piece would not interfere with the flow of pedestrian traffic nor programmed events. The site boundary is indicated on the attached map. The art piece will be made of durable materials suited to an urban location, materials that require minimal annual maintenance.

The selected artist will be responsible for the design, fabrication, and installation of the artwork within the given project budget. The contract will be two-phased, awarded separately, as follows:

**Phase I will not to exceed \$25,000.** The selected artist will be asked to develop a design proposal for the Gateway art piece and King Cole Way design that will include illustrations and presentation materials, design, preliminary engineering, cost estimating, travel and lodging, etc.

**Phase II will not to exceed \$200,000.00.** Phase II scope of work will be specific to the Gateway art piece including final engineering, permit approval, materials and fabrication, installation, sales tax, insurance etc. to deliver the project as designed.

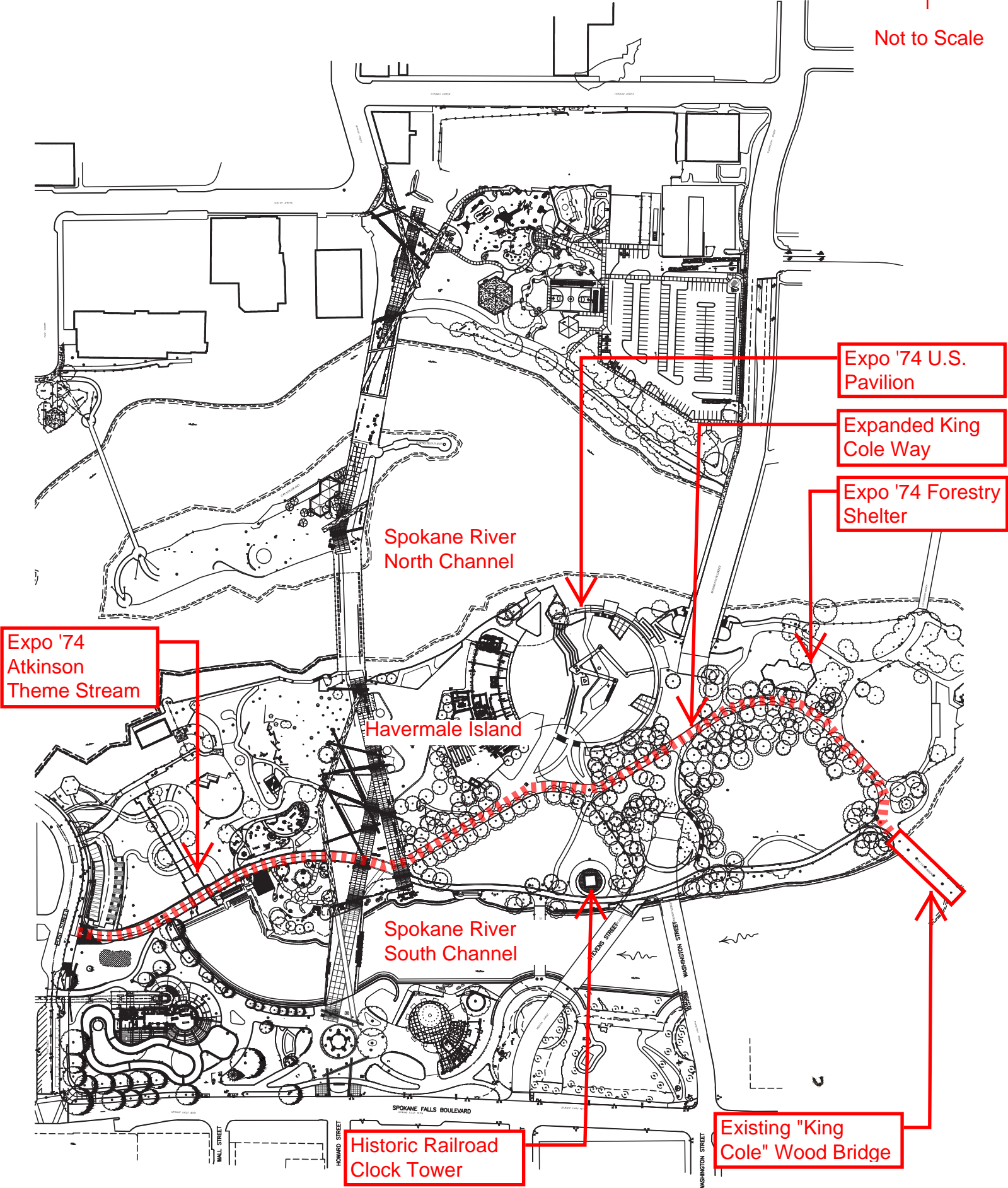
Following installation and acceptance by Parks, a long-term maintenance plan will be implemented and managed by Parks. The maintenance budget is defined as 10% of the overall project budget and is not a part of the Artist Team's contract/fee.

**Maintenance of the art piece will not exceed \$25,000 (10% of overall budget).** The maintenance plan will be developed with the Artist with the intent of preserving the structural, aesthetic, and quality of the piece.

King Cole / Expo  
Commemoration Art Project  
Exhibit A  
Site Plan - Riverfront Park



Not to Scale



## PROPOSED SCHEDULE

<b>2021</b>	
June 2021	Formation of KCCP
September 9, 2021	Status Report, Initial presentation to Park Board
November 2021	<p>KCCP Approval of Draft RFQ and Revised Timeline</p> <p>Finalize Review and Approval of Process</p> <ul style="list-style-type: none"> <li>• Coordination Between JAC and KCCP</li> <li>• Agreement on JAC / Park Board Role</li> </ul> <p>Present RFQ and Schedule to KCCP, Riverfront Park Committee and JAC for Review and Comment</p>
<b>December 2021</b>	<p>Revise RFQ and Schedule as needed.</p> <p>Offer to KCCP, JAC, and Riverfront Park Committee for Action.</p> <p><b>Release of RFQ.</b></p>
<b>2022</b>	
January 2022	<p>Begin Work on Standing Task Items:</p> <ul style="list-style-type: none"> <li>• Fundraising Plan / Goals</li> <li>• Confirm 501(c)(3) Strategy</li> <li>• Identify source of Artist / RFP seed money</li> </ul>
<b>February 11, 2022</b>	<p><b>RFQ Responses due from Artist Teams.</b></p> <p>Begin review of RFQ Submissions.</p>
March 2022	<p>Complete review of RFQ Submissions. Create shortlist of top Artist Teams.</p> <p>Begin drafting RFP. Offer to KCCP, JAC, and Riverfront Park Committee.</p>
April 4, 2022	Finalize and release RFP to Selected Artist(s)
May 16, 2022	<p>RFP Submissions Due</p> <p>Combined JAC and KCCP Review</p>
June 6, 2022	<p>Artist Teams Presentations/Interviews</p> <p>Begin Public Outreach / Comment Process</p>

King Cole Commemoration Project  
Project Schedule  
Nov. 3, 2021

July 2022	Finalize Public Outreach / Comment Process
July 11, 2022	Artist Team Selection by KCCP, JAC, and Riverfront Park Committee Presentation/Review
	Negotiate 2-Phase (Design/Build) Contract with Artist Team
<b>August 11, 2022</b>	<b>Offer Artist Team Contract (Phase I "Design" Only) to Park Board for Approval</b>
September 2022	Possible Kick-Off / Fundraising Event (50 year anniversary of Council vote)
October 2022	30% Design and Cost Estimate Due from Artist Team
November 2022	Offer 30% Design to KCCP, JAC, and Riverfront Park Committee for Approval
<b>2023</b>	
Year-Long	Plan Celebration Events Monitor Art Process Continue Fundraising
February 2023	60% Design and Cost Estimate due from Artist Team
April 2023	90% Design and Cost Estimate due from Artist Team
	Review and Approval by KCCP, JAC, and Riverfront Park Committee
<b>May 11, 2023</b>	<b>Offer Artist Team Contract (Phase II "Fabrication") to Park Board for Approval</b>
May 2023	Begin Art Fabrication and Permit Process
Aug-Dec 2023	Begin Site Improvements (Earthworks, Lighting & Electrical, Flatwork, etc.)
<b>2024</b>	
Spring 2024	Event Planning Complete
April 10, 2024	Art Fabrication, Placement/Install Substantially Complete
May 1, 2024	Commemoration Piece(s) complete
<b>May 4, 2024 (Saturday)</b>	<b>Unveiling / Dedication / Celebration</b>

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance		
<b>Committee meeting date</b>	Nov. 8, 2021		
<b>Requester</b>	Garrett Jones	<b>Phone number:</b> 363-5462	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Interdepartmental agreement between the Water Department and Parks Department regarding investment and collaboration in water stewardship		
<b>Begin/end dates</b>	Begins: 12/01/2021	Ends: 12/01/2031	<input type="checkbox"/> Open ended
<b>Background/history:</b> Earlier this year, the City's Public Works Division briefed the Council on its water stewardship strategic initiative, supporting the Water Conservation Master Plan and related efforts. The Public Works initiative includes a variety of actions to promote water stewardship. One key strategy is to work with the City's Parks Department to create irrigation and similar projects that achieve water savings, allow for better management of Parks landscaping, and support water system needs. This agreement provides that the Water Department will provide an annual payment of \$250,000 to the Parks Department for the duration of this agreement for water-saving and stewardship projects.			
<b>Motion wording:</b> Approve the interdepartmental agreement regarding investments and collaboration in water stewardship			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Marlene Feist    Email address: mfeist@spokanecity.org    Phone: 509-625-6505			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Garrett Jones Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$250,000 annually    Budget code: 1950-54920-94000-34939-99999			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI:    Business license expiration date:         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			





# Water Stewardship Investments and Collaboration



## Parks' Water Conservation Projects Overview

### *Golf Courses:*

- Indian Canyon- Completed June 2019
  - 2019: 30.5% Water Savings - **16.83 million gallons**
  - 2020: 35% Savings - **19.2 million gallons**
- Esmerelda- Completed June 2020
  - 2020: 26% Water Savings - **16.5 million gallons**
- Downriver (active fall 2021)
  - 30% reduction goal

### *Manito Park Irrigation & Turf Reduction: Fall 2020*

- 4 acres new irrigation system eliminating overspray and daytime watering on Grand Blvd
- 2 acres converted to SpokaneScape- showcasing Water Wise landscaping in an iconic park

### *Japanese Garden Pond Modification: Summer 2021*

- Installed recirculation equipment and filtration system
- ~17 million gallons** in potable water savings and wastewater treatment

### *Irrigation Design Standards for City Projects: In Progress*

- Establish consistent practices for irrigation installation methods and reduce irrigation water waste due to inconsistent installation methods and equipment.





# Strategic Deferred Capital Investments



## Agreement Overview

### **Public Works:**

- Invest in Parks water-saving projects annually in an amount approximately equivalent to dollars being paid by Parks for capital charges associated with Parks irrigation accounts. (\$250k annually for 10 years)
- Use Parks projects that protect capacity in the Water system
- Use Park projects and water savings as an example for other customers

### **Parks:**

- Identify water-savings opportunities in Parks
- Lead the design & implementation of approved Parks water-savings projects
- Support the goal of the Water Department's Stewardship program to encourage every other day watering strategies, including working with Water to schedule watering at Parks to reduce peak demand in various pressure zones
- Participate in Water's public education activities around reducing water use and supporting conservation goals
- Develop strategies to reduce watering during peak usage times in the summer to assist Water with managing system needs during the highest usage period of the year





INTERDEPARTMENTAL AGREEMENT BETWEEN THE WATER  
DEPARTMENT AND PARKS & RECREATION DEPARTMENT REGARDING  
INVESTMENTS AND COLLOBORATION IN WATER STEWARDSHIP

THIS AGREEMENT is between the City of Spokane, Water Department, located at 914 East Foothills Drive, Spokane, Washington 99207, hereafter referred to as "Water" and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks", together collectively referred to as the "Parties".

WHEREAS, the City of Spokane ("City") owns and operates a Group A public water system that supplies and distributes potable water across the region in accordance with Chapter 70.119A RCW, chapter 346-290 and efficiency measures; and

WHEREAS, the City, through its Park Board, operates a Park and Recreation Department ("Parks") pursuant to the Spokane City Charter and operates thousands of acres of developed and natural open space; and

WHEREAS, water conservation and stewardship are a critical component of water system planning, and allow the City to keep costs more affordable for all ratepayers by limiting the need for additional water capacity projects over time; and

WHEREAS, conservation efforts also protect and preserve the City's water supplies both in the aquifer and in the Spokane River, which are hydrologically connected; and

WHEREAS, The City has promoted water conservation education efforts for some time. In 2020, the City created the Water Conservation Master Plan, which focuses on taking the next steps towards water conservation efforts, recognizing the need to both "shave the peak" and "shave the base" of water use. This approach is designed to reduce strain on the City's system, as well as resources; and

WHEREAS, the City's Water Department is the City's expert on protecting the quantity and quality of City's water supply for the long-term benefit of the resource and ratepayers of the Water Utility; and

WHEREAS, Parks is committed to implementing water conservation improvements, developing efficient irrigation & pond recharge strategies and maintenance techniques to reduce peak demand of water use, including options such as every other day watering, to benefit the water system long term; and

WHEREAS, Parks serves as the City's landscaping experts and employs strategies that maintain beautiful spaces for citizens while ensuring efficient use of dollars and resources; and

WHEREAS, Parks is in a unique position to serve as a positive example in the community for water-saving approaches that can be duplicated by the City's citizens; and

WHEREAS, investing in water-saving projects in Parks will contribute to the City's ability to keep costs more affordable for all ratepayers; water conservation helps to limit the need for additional water capacity improvements over time; and

WHEREAS, the Parties have negotiated terms and conditions for water-saving projects in and around Parks' managed property as part of the City's strategic initiative around water stewardship and conservation.

WHEREAS, the Parties now wish to memorialize said terms into an agreement, outlined herein.

NOW THEREFORE, the parties mutually agree as follows:

1. PARTIES: The Parties understand they are all part of the same municipal corporation, and, though they operate as independent departments and divisions of the City and are subject to separate budgetary and legal requirements and procedures, they desire to reflect their relationship most efficiently through this Interdepartmental Agreement. The Water Department is represented by the Director of Water and Hydroelectric Department. Parks is represented by the Park Board acting through the Park Director.
2. PURPOSE: The purpose of this MOU is to establish the terms and conditions for:
  - 2.1 The relationship between Parks and Water to address water conservation strategies to reduce peak demand water usage and benefit the water system and environment.
  - 2.2 Collaborate on to be identified projects and programs to reduce water usage annually.

2.3 Establish selection criteria policy and defined criteria for project selection which is mutually beneficial to both Water and Parks.

3. DURATION: This MOU shall be effective May 1, 2021 and shall remain in effect for a period of ten (10) years, or until terminated by either Party. The Parties reserve the right at any time to terminate, re-negotiate, or extend this MOU.

4. TERMS:

4.1 The Water Department will invest in Parks water-saving projects annually in an amount approximately equivalent to dollars being paid by Parks for capital charges associated with their irrigation accounts.

4.2 Parks staff and Public Works staff will work together to develop criteria to prioritize projects eligible for conservation for Public Works funding.

4.2.1 Criteria shall include evaluation of the benefits to each Party; project costs; project visibility to the public, maintenance cost reduction, volume reduction in water usage, preservation of the aquifer and water source.

4.2.2 Project prioritization criteria, once developed, shall be approved by both Public Works Director and Parks Director.

4.3 Parks staff shall lead the design & implementation of approved Parks water-savings projects.

4.4 All design and construction contracts intended to alter or modify public park property shall be approved by Park Director or Park Board in accordance with current Parks procurement requirements prior to execution of contract and commencement of work.

4.5 Parks will support the goal of the Water Department's Stewardship program to encourage every other day watering strategies, including working with Water to schedule watering at Parks to reduce peak demand in various pressure zones.

4.6 Parks will participate in Water's public education activities around reducing water use and supporting conservation goals.

4.7 Parks also will work to develop strategies to reduce watering during peak usage times in the summer to assist Water with managing system needs during the highest usage period of the year.

5. PAYMENT: As consideration, the Parties agree that Water shall pay annually the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) to Parks for water-saving projects.
6. NOTICE OF AGREEMENT: In order to provide notice of this Agreement, the Parties will sign a Memorandum of Agreement in recordable form that will be filed for record with the Spokane County Auditor's Office.
7. INDEMNIFICATION:
  - 7.1 Public Works shall indemnify and hold harmless Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement, except to the extent Parks, its employees and agents are determined to have acted negligently.
  - 7.2 Parks shall indemnify and hold harmless Public Works, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Public Works, its employees and agents are determined to have acted negligently.
8. ENTIRE MOU: This MOU contains the entire understanding of the Parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral MOU or arrangement between the Parties.
9. AMENDMENT: This MOU may only be modified or amended in writing, if the writing is signed by all Parties.
10. SEVERABILITY: If any portions of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

DATED: \_\_\_\_\_

CITY OF SPOKANE  
PUBLIC WORKS AND  
UTILITIES

\_\_\_\_\_  
Director

CITY OF SPOKANE  
PARKS & RECREATION  
DEPARTMENT

\_\_\_\_\_  
Director

PARK BOARD APPROVED: \_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Mayor

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

Approved as to form:

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

**From:** [Mike Boyle](#)  
**To:** [Spokane Parks and Recreation](#)  
**Subject:** Development by Underhill Park  
**Date:** Wednesday, November 3, 2021 12:46:30 AM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

My name is Mike Boyle, I live at 732 S. Greene in the Underhill Park neighborhood. When it was brought to my attention last month that private developers were going to build 9 homes on the hillside right next to one of the oldest parks in Spokane, I was more than a bit alarmed. I've lived in this neighborhood for 11 years now and have lived in the city for nearly 22. Underhill Park is one of the hidden treasures of our city and deserves to be preserved as the inner city oasis that it is. The park was the primary reason I decided to settle my family in Underhill. Our two young boys, who are 11 and 6, play at this park alllll the time, and explore the hidden wonders of nature on the hillside above our home. The area is the habitat for all kinds of wildlife, including deer, all types of birds and a flock of wild turkeys that come down and greet us every morning on our street. Development of this area would kill off this habitat for these wild animals and take away an invaluable natural playground that my children and many others in the neighborhood would forever lose.

I know development of housing is a big issue right now, but the city would certainly benefit the citizens of Spokane much more by rebuilding the derelict housing that permeates the East Central neighborhood and offering affordableeeeee housing to people; rather than 9 homes that will surely be priced at a half million dollars apiece and only benefit a select few residents and the developers who will pad their pocketbook. All of this to ruin and forever alter a city treasure that has provided a necessary natural escape to its' citizens for well over a century. If the city is serious about providing a sustainable plan to preserve natural areas in the urban landscape, what betterrrrr way to do so than to save this area? This is an opportunity to do 'the right thing'. The city should seize this moment and provide an avenue to work with the neighborhood, conservation groups and the parks department to prevent development of this area and preserve it for my children's generation and those that follow them. Thank you.

**From:** [dian.allison](mailto:dian.allison)  
**To:** [Spokane Parks and Recreation](#)  
**Subject:** Preservation of Underhill Park  
**Date:** Tuesday, November 2, 2021 10:05:40 PM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Dear Sirs and Madames,

Briefly, I'm terribly concerned that this proposed development, while giving more humans a place to live, will negatively affect the "green space" of trees that the neighborhood kids NEED, just as much as they need vitamins and stable adults in their lives!!

Everyone knows how "inner-city kids" are sent to summer camp for a taste of trees and forest. We have this, right here! Let's not take it away from them!

Sincerely,  
Dian Allison  
3004 E. 17th Ave.  
Spokane, WA 99223

Sent from my Galaxy



**From:** [Admin Farm & Forest](#)  
**To:** [Spokane Parks and Recreation](#)  
**Subject:** Comment about Underhill Park for the meeting tonight Wednesday November 3rd  
**Date:** Wednesday, November 3, 2021 2:43:09 PM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hello,

My name is Sommer Blessing. I live at 3107 E 11th Ave Spokane, WA 99202. I have an outdoor school on my property which essentially borders Underhill Park. We take the children to the forest almost every day to play. Our favorite spot is called Logland, which is a magical area adjacent to the where the land will be destroyed for the housing development.

If you ask the children what they love about our forest they will tell you about Grandmother Maple Tree dropping her golden leaves, Squirrel Nutkin hunting for nuts, the hawks we see flying above us in the pines, the pileated woodpeckers that dart through unexpectedly, the fairy houses they love to build, the stick houses that are constantly changing and getting rebuilt, the flocks of turkeys we see throughout the year....

Needless to say, the children have a profound heart-connection to this space.

I have served probably 60 families over the last 3 years and hope to continue this work for decades, serving hundreds, if not thousands of families and children. I feel that replacing the forest with houses will completely destroy the magic of the forest - presently it is a vast magical land where anything can happen, but if houses are built, than it will just be a stand of trees in front of someone's house.

This forest means too much to the children. Please help us protect it so the children can see that Mother Earth matters more than money.

Peace and Love,  
Sommer Blessing

**From:** [Eve Costello](#)  
**To:** [Spokane Parks and Recreation](#)  
**Subject:** Underhill Park Forest  
**Date:** Thursday, November 11, 2021 7:44:09 AM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Dear People of the Parks Board, and to all whom it may concern:

The forest behind Underhill Park in Spokane has been a great source of wonder, joy, and comfort for many children, adults, and domestic animals, as well as food, homes, and a protected corridor for wildlife. Yesterday I sat with a child who had been combative and angry, and we “fished” in the quiet of the pines. Over our heads, a downy woodpecker diligently cleaned a small nest, a few trees away from where a pileated woodpecker was making his home a few days before. We watched in silence as the bird made his way up the tree, an occasional leaf wafting down from the nest in the heights of the great pine. The forest absorbed the sounds of other children playing throughout the hillside, and we felt held and at peace.

It is difficult to describe the calming effect this space provides for all beings. I am greatly saddened that this space might be “developed.” I hope we can find a way to preserve this lifeline of forest for all of us.

Thank you for providing the opportunity to be heard, and thank you in advance for considering all options to preserve this beloved and necessary tiny wild space.

Sincerely,  
Eve Costello  
Spokane Resident (Vinegar Flats)

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