



Spokane Park Board Agenda

3:30 p.m. Thursday, May 12, 2022

WebEx virtual meeting

Call in: 408-418-9388

Access code: 2484 585 7747

Park Board members

Jennifer Ogden – President

Bob Anderson – Vice president

Garrett Jones – Secretary

Nick Sumner

Greta Gilman

Sally Lodato

Gerry Sperling

Barb Richey

Hannah Kitz

Kevin Brownlee

Christina VerHeul

Jonathan Bingle – City Council liaison

Agenda

1. **Roll call:** Jennifer Ogden
2. **Additions or deletions to the agenda**
3. **Public comment**
4. **Consent agenda**
 - A. Administrative/Committee-level items
 - 1) [April 14, 2022, regular Park Board meeting minutes](#)
 - 2) [April 28, 2022, special Park Board meeting minutes](#)
 - 3) [April 28, 2022, joint City Council/Park Board study session minutes](#)
 - 4) [Claims – April 2022 \(\\$1,897,476.32\)](#)
 - 5) [University District PDA memorandum of agreement/Don Kardong Bridge small overlooks \(\\$70,000 revenue\)](#)
 - 6) [TD&H Engineering contract amendment #3/Don Kardong Bridge rehabilitation design project \(not to exceed \\$217,110\)](#)
 - 7) [Washington State Recreation and Conservation Office/Rimrock to Riverside grant-authorizing resolution \(no cost\)](#)
 - 8) [Bloomsday memorandum of agreement/Don Kardong Bridge small overlooks \(\\$50,000 contribution\)](#)
 - 9) [Modern Construction & Consulting, LLC construction contract/Riverfront Park Red Wagon metal repairs and painting \(\\$73,328.25, tax inclusive\)](#)
5. **Special guests**
 - A. The Friends of Manito annual update – Kelly Brown, The Friends of Manito president
 - B. Spokane Youth and Senior Centers' Association quarterly update – Kate Green and Sheila Geraghty, North East Youth Center
6. **[Financial report and budget update: Mark Buening](#)**

7. **Special discussion/action items**
 - A. Parks and Natural Lands Master Plan briefing – Design Workshop
8. **Committee reports – action items**

Urban Forestry Tree Committee: May 3, 2022 – Kevin Brownlee

 - A. Action items: None

Golf Committee: May 10, 2022 – Gerry Sperling

 - A. Action items: None

Land Committee: May 4, 2022 – Greta Gilman

 - A. Action items: These recommendations were presented on the consent agenda.

Recreation Committee: May 4, 2022 – Sally Lodato

 - A. Action items: None

Riverfront Park Committee: The May 9 meeting was canceled. – Nick Sumner

 - A. Action items: None

Finance Committee: May 10, 2022 – Bob Anderson

 - A. Action items: Action items were presented on the Consent Agenda.

Development & Volunteer Committee: April 20, 2022 – Bob Anderson

 - A. Action items: None
9. **Reports**
 - A. President: Jennifer Ogden
 - B. Liaisons
 1. Conservation Futures – Nick Sumner
 2. Parks Foundation – Barb Richey
 3. City Council – Jonathan Bingle
 - C. Director: Garrett Jones
10. **Executive session**
 - A. None
11. **Correspondence**
 - A. Letters/emails: [Candy Rogers Memorial Playground naming proposal \(3 emails\)](#)
12. **Adjournment**
13. **Meeting dates**
 - A. Committee meeting dates
 - Urban Forestry Tree Committee: 4:15 p.m. May 31, 2022
 - Land Committee: 3:30 p.m. June 1, 2022

- Recreation Committee: 5:15 p.m. June 1, 2022
Riverfront Park Committee: 4 p.m. June 6, 2022
Golf Committee: 8 a.m. June 7, 2022
Finance Committee: 3 p.m. June 7, 2022
Development & Volunteer Committee: 3 p.m. May 18, 2022
- B. Park Board: 3:30 p.m. June 9, 2022, in-person in Council Chambers and virtually via WebEx
 - C. Park Board Study Session: No session scheduled at this time.

Agenda is subject to change

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



Spokane Park Board

3:30 p.m. Thursday, April 14, 2022

WebEx virtual meeting

Park Board members

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Barb Richey (Left: 4:30 p.m.)
- X Hannah Kitz (Arrived: 3:32 p.m.)
Kevin Brownlee (Absent/excused)
- X Christina VerHeul
- X Jonathan Bingle – City Council liaison
(Arrived: 3:50 p.m.)

Parks staff

- Jason Conley
- Mark Buening
- Fianna Dickson
- Nick Hamad
- Mark Poirier
- Jonathan Moog
- Berry Ellison
- Ryan Griffith
- Kris Behr
- Pamela Clarke

Guests

- Terri Fortner
- James Richman
- Kelly Brown
- Nicolette Ocheltree

MINUTES

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

1. **Roll call and introduction of new Park Board member Christina VerHeul:** Jennifer Ogden introduced and welcomed Christina VerHeul who was appointed by City Council March 28 to serve on the Park Board.

Hannah Kitz arrived at 3:32 p.m.

2. **Additions or deletions to the agenda**

A. None

3. **Public comment**

A. None

4. **Consent agenda**

A. Administrative and committee-level items

- 1) March 10, 2022, regular Park Board meeting minutes
- 2) Claims - March 2022 (\$1,645,935.30)
- 3) Ventrac/Turf Star 4520 Tractor accessories purchase (not to exceed \$48,000)
- 4) Caterpillar/Western States backhoe lease (\$80,000 over four years/\$20,000 annually)
- 5) Washington State Recreation and Conservation Office/2022 grant-authorizing resolutions (no cost) – Nick Hamad

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

Greta Gilman seconded.

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

5. **Special guests**

A. None

6. **Financial report and budget update** – Mark Buening presented the March financial report and budget update comparing current revenues and expenditures with a two-year budget average. The March operating expenditures for the Park Fund are almost \$240,000 more than the historic budget average. Year-to-date revenues are almost \$246,000 above the budget average. Revenues are exceeding expenditures by approximately \$1.68 million. The March operating expenditures for the Golf Fund are about \$12,100 less than the budget average. Year-to-date revenues are approximately \$47,000 less than the budget average. Revenues are exceeding expenditures about \$168,000 year-to-date. There is approximately \$90,600 remaining in the \$68.4 million Riverfront Park redevelopment budget.

7. **Special action items**

A. Proposed language added to Spokane Municipal Code Chapter 04.11 relating to Park Board member terms – Jennifer Ogden presented proposed changes to Spokane Municipal Code Chapter 04.11 relating to Park Board member terms. Currently, SMC 04.01.030 reads: Unless otherwise specifically prohibited by the document creating the appointment to a City board, commission or agency, the incumbent members appointed by the city council shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position. The proposed language change to Section 04.11.015 reads as follows: Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of his or her term. If approved by the Park Board, the recommendation will come before City Council for consideration and approval.

Motion No. 2: Jennifer Ogden moved to approve the proposed added language to Spokane Municipal Code Chapter 04.11 relating to Park Board member terms and to make the recommendation to the City Council for adoption.

Bob Anderson seconded.

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

B. Park Board committee assignment/Christina VerHeul – Jennifer Ogden presented a proposal to assign Christian VerHeul to the Development and Volunteer Committee. The DVC is comprised of four Park Board members; one DVCAC member; and three members from business/community. For the past nine months, Christina VerHeul has served as a community at-large representative on the DVC. Since Christina is now a member of the Park Board, it is proposed she be appointed as a Park Board representative on the DVC resulting in one community at-large vacancy on the committee.

Motion No. 3: Jennifer Ogden moved to appoint Christina VerHeul to the Development and Volunteer Committee as a Park Board representative.

Gerry Sperling seconded.

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

Councilmember Bingle arrived at 3:50 p.m.

8. **Special discussion/information items**

A. Riverfront Park Dog Park update – Berry Ellison presented an update on the proposed dog park at Riverfront Park. The Spokane Humane Society donated \$250,000 to create a dog park in Riverfront Park in celebration of their 125th anniversary. The Forestry Shelter and Marmot Meadow are part of the proposed location. Fianna Dickson organized a community survey regarding the proposed dog park and approximately 1,500 responses have been submitted by the public. Questions on the survey gauged the public's estimated frequency of use, preferred landscape design and preferred equipment types. Once survey results are compiled, design concepts will be developed and presented. It is estimated 75% design will be available by early May at a public meeting/workshop. Final drawings and renderings will be completed by the first week of June and fundraising materials will be completed at that time. A design unveiling is scheduled during the Parade of Paws June 18.

9. **Committee reports**

Urban Forestry Tree Committee: April 5, 2022, Kevin Brownlee

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. May 3, 2022, via WebEx.

Golf Committee: April 12, 2022, Gerry Sperling

A. Action items: None

B. The next scheduled meeting is 8 a.m. May 10, 2022, via WebEx.

Land Committee: April 6, 2022, Greta Gilman

A. Gonzaga University donation memorandum of understanding/Don Kardong Bridge large overlook (\$50,000) – Nick Hamad presented the proposed MOU with Gonzaga University codifying the donation of \$50,000 towards the construction of one large overlook on the Don Kardong Bridge in exchange for an interpretive display to be placed on the new overlook to be constructed as a part of the Don Kardong Bridge rehabilitation project. Nick explained the Don Kardong Bridge and overlook are in need renovation. Parks and Gonzaga University, who both maintain the bridge, would like to enter into this 50-year agreement which is the lifespan of the improvement. In addition to the \$50,000 donation, Gonzaga will provide an easement used as a staging area for park equipment and employees during the renovation. The value of the easement is \$72,000 but would cost Parks \$1 with a total contribution value of \$121,990. Greta Gilman reminded the board this agreement does not involve naming rights and the bridge will maintain its name as the Don Kardong Bridge. Nick explained construction is scheduled to begin May and the contractor is required to have the project completed and open to the public by April 1, 2023. The desire is to have it completed by end of 2022.

Motion No. 4: Greta Gilman moved to approve the Gonzaga University donation memorandum of understanding relating to the Don Kardong Bridge large overlook.

Nick Sumner seconded.

Motion passed with unanimous consent (10-0 vote).

B. The next scheduled meeting is 3:30 p.m. May 4, 2022, via WebEx.

Recreation Committee: April 6, 2022, Sally Lodato

A. Action items: None

B. Sports fields improvement fee proposal – Jason Conley presented a brief overview of the proposed sports field improvement fee which is schedule to come before the

board for consideration at the April 28 special Park Board meeting. Jason explained the sports turf was installed at Dwight Merkel in 2009 and is past its expected lifespan. The fee will aid in establishing a funding mechanism to all user groups for maintenance and improvements. The three sports fields (Dwight Merkel, Franklin and Southeast Sports Complex) will incur a \$5 per booking fee. The tier 2 and tier 3 fields will incur a \$1 increase per hour, and there will be a \$10 increase for youth on the winter synthetic turf fields. Based on past bookings, this should add approximately \$45,000 to the SFIF fund beginning in 2023.

C. The next scheduled meeting is 5:15 p.m. May 4, 2022, via WebEx.

Riverfront Park Committee: April 11, 2022, Nick Sumner

A. Action items: None

B. The next scheduled meeting is 4 p.m. May 9, 2022, via WebEx.

Barb Richey left the meeting at 4:30 p.m.

Finance Committee: April 12, 2022, Bob Anderson

A. Sponsorship naming opportunities list – Fianna Dickson presented the proposed list of sponsorship naming opportunities which is meant to identify all of the places and programs available for naming sponsorship. If the list is approved by the Park Board, a staff team would take the following next steps: 1) Determine what assets make sense to coordinate in-house, and which are best suited for a professional sponsorship sales consultant (or similar); and 2) draft a Request for Proposals (or similar) for a professional consultant to build and sell packages, soliciting potential sponsors on our behalf, and providing expertise around pricing, structure and approach.

Motion No. 5: Bob Anderson moved to approve the sponsorship naming opportunities list as presented.

Nick Sumner seconded.

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

B. The next regularly scheduled meeting is 3 p.m. May 10, 2022, via WebEx.

Development & Volunteer Committee: March 17, 2022, Bob Anderson

A. No action items

10. **Reports**

A. President: Jennifer Ogden

1. Special Park Board meeting – Jennifer reminded the board of the special Park Board meeting scheduled for 10:30 a.m. Thursday, April 28, preceding the joint City Council/Park Board study session at 11 a.m. April 28.

2. Joint City Council/Park Board study session – In preparation for the April 28 study session, Jennifer requested each Park Board Committee Chair prepare a brief overview of each committee's activities. These written briefs should be submitted by April 21. The reports will be made available to City Council prior to the meeting. At the study session committee chairs are encouraged to go over highlights only, and provide updated information if applicable, keeping their comments to 3 minutes or less. This will allow the study session to have more time for healthy discussion and brainstorming rather than reviewing committee reports.

B. Liaisons

1. Conservation Futures: Nick Sumner – No updates at this time.
2. Parks Foundation: Barb Richey – No updates at this time.
3. City Council – Jonathan Bingle
 - a) 20-mph speed limit – City Council elected to defer a decision on the 20-mph speed limit next to park locations.
 - b) Parks capital improvement and SEEK Fund funding – City Council recently approved \$1.3 million for Parks Capital Improvement Program and capital reserves. Council also recently approved an SBO for a \$132,895 expenditure authority for the SEEK Fund.
 - c) Don Kardong Bridge renovation project funding – Councilmember Bingle explained the majority of the council is supportive of approving additional funding to cover the additional construction cost on the Don Kardong Bridge renovation project. They are looking at increasing the ARPA ask from \$750,000 to the full \$1.5 million.

C. Director: Garrett Jones

1. Golf Pro Mark Gardner – Mark will be inducted into the Pacific Northwest Golf Association Hall of Fame April 23.
2. Scott Niemeier – Garrett congratulated Scott on his retirement April 1 following 32 years with Parks and Recreation.
3. Washington Recreation and Parks Association annual conference – Garrett and some Parks staff are currently in Bellevue attending the annual conference. Jennifer Papich has served as WRPA president for the past year and her term will end at the conclusion of the conference.

D. Marketing and communications report – The first quarter 2022 marketing report was included in the agenda packet and was not presented as a presentation.

11. **Executive Session**

A. None

12. **Correspondence**

A. Letters/email: None

13. **Adjournment:** The meeting was adjourned at 4:45 p.m.

14. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. May 3, 2022, via WebEx

Land Committee: 3:30 p.m. May 4, 2022, via WebEx

Recreation Committee: 5:15 p.m. May 4, 2022, via WebEx

Riverfront Park Committee: 4 p.m. May 9, 2022, via WebEx

Golf Committee: 8 a.m. May 10, 2022, via WebEx

Finance Committee: 3 p.m. May 10, 2022, via WebEx

Development & Volunteer Committee: 3 p.m. April 20, 2022, via WebEx

B. Park Board: 3:30 p.m. May 12, 2022, via WebEx

C. Special Park Board meeting: 10:30 a.m. April 28, 2022, via WebEx

D. City Council/Park Board Joint Study Session: 11 a.m. April 28, 2022, via WebEx

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



Special meeting of the Spokane Park Board

10:30 a.m. Thursday, April 28, 2022
Virtual meeting via WebEx

Park Board members

- X Jennifer Ogden – President
- Bob Anderson – Vice President
(absent/excused)
- X Garrett Jones – Secretary
- X Nick Sumner
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Barb Richey
- X Hannah Kitz
- X Kevin Brownlee
- X Christina VerHeul
- X Jonathan Bingle – City Council liaison
(Arrived: 10:31)

Parks staff

Jason Conley
Mark Buening
Fianna Dickson
Nick Hamad
Al Vorderbrueggen
Jennifer Papich
Jonathan Moog
Carissa Ware
Pamela Clarke

Guests

Kelly Brown
Nicolette Ocheltree
Kaitlin Riordan

Minutes

1. **Roll call** – Jennifer Ogden
 - A. See above
2. **Public comment**
 - A. None
3. **Action items**
 - A. Sports fields improvement fee – Garrett Jones presented an overview of the proposed sports fields improvement fee (SFIF) to establish a funding mechanism that distributes a small fee across all user groups allowing Parks to provide high level maintenance and perform improvements to its sports fields.
 - 1) Fee structure – The three sports fields (Dwight Merkel, Franklin and Southeast Sports Complex) will incur a \$5 per booking fee. The tier 2 and tier 3 fields will incur a \$1 increase per hour and there will be a \$10 increase for youth on the winter synthetic turf fields. Based on past bookings, this should add approximately \$45,000 to the SFIF fund beginning in 2023. The fees will primarily begin next year, to allow user groups time to prepare with the except of the winter synthetic turf rate which would begin November.
 - 2) Field condition – The fields have reached the end of their useful life and are becoming unsafe for play. If they are not replaced in 2022, the field may need to be closed. If approved by the Park Board, the work could take place this summer or fall, closing the fields for about four months.
 - 3) Funding – Initially, the synthetic turf annual payment will come from three areas, including: 1) SFIF; 2) Recreation operational budget; and 3) annual capital.
 - 4) Designated account – When asked if this fee will exist after this improvement

project, Garrett explained the intent is to maintain this designed funding source in perpetuity. Funds from the SFIF will go back into capital improvements specifically for the sport fields.

- B. **Motion #1:** Jennifer Ogden moved to approve the sports field improvement fee as presented.

Kevin Brownlee seconded.

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

- C. Dwight Merkel synthetic fields 7-year loan to fund project (\$974,789.04) – Garrett Jones presented an overview of the 7-year loan to cover the cost of replacing the Dwight Merkel synthetic fields. The contract with FieldTurf provides for the replacement of the synthetic fields at Dwight Merkel Field in the amount of \$1,194,789. The cost of the project would have significant cash flow impacts on the Parks Fund and Fund 1950. To minimize these impacts, Parks would use available funds of \$220,000 in Fund 1950 as a down payment and the remaining amount of \$974,789 would be amortized at 4.78% annual interest by Huntington Bank. It is estimated the annual payments would be approximately \$170,000. This will allow the replacement of the field and not significantly impact the cash flow of the Parks Fund. The first loan installment is not due until one year after the start of the turf replacement project.

Motion #2: Jennifer Ogden moved to approve the Dwight Merkel synthetic fields 7-year loan to fund the project in the amount of \$974,789.04

Gerry Sperling seconded.

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

- D. Dwight Merkel synthetic fields construction contract with FieldTurf (\$1,194,789.04) – Garrett Jones presented an overview of the Dwight Merkel synthetic fields construction contract with FieldTurf in the amount of \$1,194,789.04. FieldTurf estimates a 6-week lead time to begin the project from the time of receiving the purchase order. The replacement is expected to take about three months to complete. The contract base bid includes resurfacing the fields with new synthetic turf, hash marks, numbers and arrows for football, soccer and lacrosse. The propose alternate #1 increases the thickness of the synthetic turf resulting in longer life and includes an insured warranty of 10 years. Also proposed is alternate #2 which replaces up to 500 linear feet of failing and failed perimeter nailer board.

Motion #3: Jennifer Ogden moved to approve the Dwight Merkel synthetic fields construction contract, including alternates #1 and #2, with FieldTurf in the amount of \$1,194,789.04, tax inclusive.

Christina VerHeul seconded.

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

- E. Garco Construction, Inc., construction contract/Don Kardong Bridge rehabilitation bid preference #3 (\$3,174,498, tax inclusive) – Nick Hamad presented an overview of the construction contract with Garco Construction for work on the Don Kardong Bridge rehabilitation project preference #3 in the amount of \$3,174,498, tax inclusive. The base bid work includes: 1) bridge deck; 2) bridge rails; 3) lighting; and 4) trail counter/bollards. Add alternative includes: 1) a large overlook; 2) two small overlooks;

3) pier repairs; and 4) light reductions. The base contract is funded by \$2.2 million in federal grants, \$650,000 in reimbursable state grants and \$170,000 in local private donations. A net \$152,000 of local parks funding is required for the base contract.

- F. **Motion #4:** Jennifer Ogden moved to approve the construction contract with Garco Construction for work on the Don Kardong Bridge rehabilitation project preference #3 in the amount of \$3,174,498, tax inclusive.

Barb Richey seconded.

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

4. **Adjournment:** The meeting was adjourned at 10:56 a.m.

5. **Meeting dates**

- A. Committee meeting dates
Urban Forestry Tree Committee: 4:15 p.m. May 3, 2022, via WebEx
Land Committee: 3:30 p.m. May 4, 2022, via WebEx
Recreation Committee: 5:15 p.m. May 4, 2022, via WebEx
Riverfront Park Committee: 4 p.m. June 6, 2022, via WebEx
Golf Committee: 8 a.m. May 10, 2022, via WebEx
Finance Committee: 3 p.m. May 10, 2022, via WebEx
Development & Volunteer Committee: 3 p.m. May 18, 2022, via WebEx
B. Park Board meeting: 3:30 p.m. May 12, 2022, via WebEx
C. Park Board study session: No study session is scheduled at this time.

Minutes approved by: Garrett Jones

Garrett Jones, Director of Parks and Recreation



Joint City Council/Park Board Study Session

11 a.m. Thursday, April 28, 2022
WebEx virtual meeting

City Council members

X Breean Beggs– President
X Jonathan Bingle
X Michael Cathcart
X Lori Kinnear
Karen Stratton
Betsy Wilkerson
X Zack Zappone

Park staff

Garrett Jones
Jason Conley
Mark Buening
Al Vorderbrueggen Jennifer
Papich
Fianna Dickson
Mark Poirier
Jonathan Moog
Pamela Clarke

Park Board members

X Jennifer Ogden – President
Bob Anderson – Vice president (Absent/excused)
X Garrett Jones – Secretary
X Nick Sumner
X Greta Gilman
Sally Lodato (Absent/excused)
X Gerry Sperling
X Barb Richey
X Hannah Kitz
X Kevin Brownlee
X Christina VerHeul
X Jonathan Bingle – City Council liaison

Guests

Kelly Brown

Minutes

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

- A. **President's report** – Jennifer Ogden
1. Introduction of Park Board members – Following the introduction of new Park Board member Christina VerHeul, Jennifer introduced each of the other board members noting the chairs on each of the Park Board committees.
 2. Thank you for Council funding partnerships – On behalf of the Park Board members, Jennifer thanked the council for the funding support on the following projects: 1) parks playgrounds and restrooms; 2) north suspension bridge restoration; 3) Downriver stormwater project; and 4) Don Kardong Bridge rehabilitation project.

- B. **Park and Open Space Master Plan update** – Jennifer Ogden reported there were more than 5,300 responses to the master plan public survey which is four times more than any similar public outreach conducted by Parks.
1. The following survey results were reported:
 - a. Approximately 90% of the respondents indicated parks are essential to their connection with nature, their mental and physical wellbeing, and their connection with their community.
 - b. Top-tier community desires – Based on survey responses, the following have been identified as top-tier projects: 1) restrooms; 2) playgrounds; 3) soft trails; and 4) trailheads.
 - c. Second-tier community desires – These include: 1) off-leash dog parks; 2) fishing areas; 3) disc golf courses; and 4) indoor pool.
 - d. New parks and renovation – 71% believe we should improve neighborhood access to a park by building new parks on land the city already owns, and 66% believe we should focus on renovating and enhancing existing parks and natural lands.
 - e. Enhance the community's economic vitality – 80% believe an important purpose of Parks facilities is to enhance the community's economic vitality.
 - f. Parks and programs welcoming and accessible – 66% believe the city needs to do more to make parks and programs welcoming and accessible.
 - g. New property – About half considered it essential or very important to acquire new property for parks and natural areas.
 - h. Seek additional funding – About 60% felt the city should seek additional funding to create new offering and maintain existing ones.
 2. Master Plan details – Nick Hamad provided a presentation which covered how the parks system was evaluated, goals and objectives, and an action/vision plan which prioritizes areas in need of investment. Details relating to the Master Plan may be found at: <https://my.spokanecity.org/parksrec/master-plan/>.
 3. Next steps: A 90% draft has been reviewed by a stakeholder team made of City Council members, Park Board members and staff. The draft master plan will go back to the public so they may comment on the 90% plan. The Park Board will review the plan in May or June, and is expected to take action to adopt in June or July. The master plan will then come before City Council for final endorsement.
- C. **Looking ahead – Jennifer Ogden**
1. Seek funding – Jennifer explained Parks plans to seek additional partnerships and contributions from the general fund and other sources which will be dedicated to capital replacement and repair.
 2. Land evaluation and surplus policy – The Park Board has discussed the option of a land evaluation and surplus policy which would set guidelines on how Parks accepts land donations. Some of these parcels are so small it isn't feasible to use them as beneficial public green space. There is a possibility these parcels could have alternative and positive uses.
 3. Request green space – Parks is looking at asking developers to set aside green space as they develop residential areas in Spokane.
 4. Future projects – These proposed projects include: 1) seek partnerships in creating an indoor swimming facility; 2) develop a trail maintenance plan; 3) develop Meadowglen Park; 4) prioritize renovations and improvements at parks, specifically those in underserved neighborhoods; and 5) a potential future bond to fund park improvements and renovations. There is a possibility this bond could come before voters in 2024.
- D. **New Park Board Committees and membership composition** – Jennifer Ogden
1. Development and Volunteer Committee, and Development and Volunteer Citizen Advisory Committee – These committees were formed last year and are

designed to increase the opportunity for citizen involvement in their parks. The committees offer a communication path between neighborhood, community and friends groups, and the Park Board. This communication path can be utilized for sharing ideas, and for seeking help with projects, events and fundraising.

2. King Cole Commemoration Project Update – This steering committee, endorsed by the Park Board, is comprised of community leaders and Park Board members. Its purpose is to develop and fundraise for a prominent recognition of King Cole within Riverfront Park. The unveiling of this recognition is scheduled to align with the 50th anniversary of Expo in 2024.

E. **Park Board committee reports** – The following reports were presented to City Council:

1. Golf Committee – Chair Gerry Sperling
2. Land Committee – Greta Gilman
3. Recreation Committee – Sally Lodato
4. Finance Committee – Bob Anderson
5. Urban Forestry Tree Committee – Kevin Brownlee
6. Riverfront Park Committee – Nick Sumner
7. Development & Volunteer Committee – Bob Anderson

F. **Discussion**

1. Policy for non-park use of Park property – Greta reviewed the basis for establishing a policy to respond to requests relating to use of Park lands for non-Park purposes. Some of the recent requests to lease or utilize park property for non-park uses include: 1) Hamblen water tower; 2) the Sportsplex; 3) libraries; and 4) Avista EV charging stations. While many of these shared-use agreements can be beneficial partnerships, it would be helpful to have a specific policy and procedure to follow when these opportunities/situations arise. CP Beggs asked if the board had a vision as to how the policy would be developed, such as gather representatives from council, the board and staff. Greta agreed a task group with that representation would be optimal.

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

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

**CITY OF SPOKANE PARK AND RECREATION DIVISION
APRIL 2022 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - MAY 12, 2022**

PARKS & RECREATION:

SALARIES & WAGES	\$	831,316.76
MAINTENANCE & OPERATIONS	\$	512,779.89
CAPITAL OUTLAY	\$	13,533.67
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	77,787.90

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	192,814.57
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GOLF:

SALARIES & WAGES	\$	139,746.44
MAINTENANCE & OPERATIONS	\$	118,279.08
CAPITAL OUTLAY	\$	11,218.01
DEBT SERVICE PAYMENTS	\$	-

TOTAL EXPENDITURES:	\$	1,897,476.32
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Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	May 4, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	University District PDA memorandum of agreement/Don Kardong Bridge small overlooks (\$70,000 revenue)		
Begin/end dates	Begins: 05/12/2022	Ends: 05/12/2072	<input checked="" type="checkbox"/> Open ended
Background/history: Parks and the University District PDA desire to enter into an agreement under which the PDA will donate significant resources toward the construction of two small overlooks on the Don Kardong Bridge. Overlooks are to be constructed as a part of the Don Kardong Bridge rehabilitation project. Total PDA project contribution is valued at \$70,000, 100% of which is donated toward the construction of the two small overlooks.			
Motion wording: Move to approve memorandum of understanding with University District PDA for the Don Kardong Bridge small overlooks.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: The University District PDA Name: Juliet Sinisterra Email address: jsinisterra@spokaneudistrict.org Phone: 509.255.8093			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$70,000.00 Budget code: Donation to 1950-54920-94000-56301-48063			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into between The University District PDA, whose address is 120 N. Pine St, Suite 292, Spokane, WA 99202, ("PDA") and the City of Spokane Parks and Recreation Department, ("Parks") a governmental entity whose address is 808 W. Spokane Falls Blvd., Spokane, WA 99201, hereinafter collectively referred to as the Parties.

Background and Purpose

- A. Parks owns and maintains many properties and manages a wide variety of recreation programs.
- B. Parks engages and partners with citizens and corporations to support appropriate uses and development of those properties and programs.
- C. PDA desires to identify itself/himself/herself/themselves as a supporter of Parks' and PDA's shared vision of a viable future for those properties and programs.
- D. The Don Kardong Bridge, which is owned and maintained by Parks, and which is located within the boundary of the University District PDA, requires major rehabilitation to restore and enhance its functionality as a recreational facility.
- E. Parks is actively pursuing rehabilitation of the Don Kardong Bridge, preserving and enhancing connectivity within and to the University District.
- F. In accordance with City of Spokane Administrative Policy 1400-11-07, 'Sponsorships, Donations, Naming Recognition of Parks and Recreation Area or Facilities', the Parties desire to enter into this MOA under which PDA will donate significant resources towards construction of two small overlooks on the Don Kardong Bridge.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by the Parties hereto, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

Section 1 Don Kardong Bridge Rehabilitation Project

1. Parks and its agents will construct two small overlooks on the Don Kardong Bridge, estimated to cost approximately \$120,000, providing a view from the bridge to the southeast, to be implemented as part of Parks' larger Don Kardong Bridge Rehabilitation Project.

2. In the future, interpretive displays, artwork and/or logos may be added to the overlooks but are not a part of the current agreement. Any future displays, artwork or logos shall be subject to the requirements and procedures set forth in City of Spokane Administrative Policy Titled Artwork in Parks and Recreation Areas, ADMIN 1400-14-05 LGL 2007-0026 ("Art Policy") and shall be presented to the Park Board for review and approval prior to fabrication / installation.
3. PDA will contribute to Parks the sum of Seventy Thousand and 00/100 Dollars (\$70,000.00) to be used specifically for the construction of two small overlooks.
4. Upon completion of the bridge overlook improvements, all improvements shall become the property of Parks.
5. Parks shall maintain, repair and reconstruct the overlook improvements, including any future interpretive displays, at the same frequency it maintains, repairs, or reconstructs the bridge. Parks shall remove all graffiti and repair all vandalism to the interpretive display within fourteen (14) days of Parks' receipt of notice regarding the graffiti and/or need for repairs.
6. Parks agrees to indemnify, defend, and hold PDA harmless from Park's use, management, and maintenance of the small overlooks on the Don Kardong Bridge, except to the extent any claim resulted from the act or omission of the PDA or PDA's employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the City's employees, agents or contractors.

Section 2 Miscellaneous Provisions

1. Recitals. All of the recitals set forth above in the Background and Purpose section of this MOA are incorporated herein by this reference as though fully set forth herein.
2. Entire Agreement. Except as expressly stated herein, this MOA is the entire MOA between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this MOA will bind the signatories to this MOA unless agreed to by both Parties in writing.
3. Severability. The invalidity or unenforceability of any provision of the MOA will not affect any other provisions; the MOA will be construed in all respects as if such invalid or unenforceable provisions were omitted.
4. Amendments/Modifications. Any amendment or modification to the provisions of this MOA will not be effective unless made by written amendment executed by both Parties.
5. Third Party Beneficiaries. Nothing in this MOA is intended to confer any right or benefit on a person or entity not a Party to this MOA, or impose any obligations of either Party to the MOA on persons or entities not a Party to the MOA.
6. Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this MOA will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

7. Negotiation. This MOA, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this MOA shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
8. Effectiveness. This MOA is effective on the date of the last signature below.
9. Notice. All written notices required to be given pursuant to the terms hereof shall be delivered to the addresses listed below, by one of the following methods: (a) hand delivered whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. Pacific Standard Time on a business day and the original also is sent as described in (a), (b), or (c) above, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is completed.

PDA:

The University District PDA
Attn: Juliet Sinisterra
120 N. Pine St, Suite 292
Spokane, WA 99202
Email: jsinisterra@spokaneudistrict.org

Parks:

City of Spokane, Park Board
Attn: Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201
Email: gjones@spokanecity.org

With a copy to:
Office of the City Attorney
Attn: James Richman
808 W. Spokane Falls Boulevard
Spokane, WA 99201
Email: jrichman@spokanecity.org

10. Debarment and Suspension. PDA has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
11. Term. This MOA shall be in effect for a term of fifty (50) years and shall expire fifty years following the Effective Date.

Dated this _____ day of _____, 2022 (the "Effective Date").

The University District PDA
By: Juliet Sinisterra
Its Chief Executive Officer

Attest:

Clerk

City of Spokane Parks and Recreation
Garrett Jones, Director

Approved as to form:

Assistant City Attorney

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	May 4, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2019-0924		
Item title: (Use exact language noted on the agenda)	TD&H Engineering contract amendment #3/Don Kardong Bridge rehabilitation design project (not to exceed \$217,110)		
Begin/end dates	Begins: 04/14/2022 Ends: 07/01/2023 <input type="checkbox"/> Open ended		
Background/history: Amendment #3 adds construction management services required to complete 100% bid documents for the Don Kardong Bridge rehabilitation project after a significant delay to the project schedule. In 2019, Parks contracted with TD&H Engineering to perform engineering services with an option to add construction management services at the time of construction. Due to schedule delay, the contractor provided updated pricing for this add service in March 2022.			
Motion wording: Move to approve TD&H Engineering contract amendment #3 for work on the Don Kardong Bridge rehabilitation design Project (T&M NTE \$217,110)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: TD&H Engineering Name: Tony Stenlund Email address: tony.Stenlund@tdhengineering.com Phone: 509.622.2888			
Distribution: Parks – Accounting Thea Prince Parks – Pamela Clarke tony.Stenlund@tdhengineering.com Requester: Nick Hamad Grant Management Department/Name: Skyler Brown, Kathy Hayes			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$217,110.00 Budget code: 1400-30210-94000-56311			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601-014-909 Business license expiration date: 3/31/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

CONTRACT AMENDMENT / EXTENSION

Title: **DON KARDONG PEDESTRIAN
BRIDGE REHABILITATION
DESIGN PROJECT**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **TD&H ENGINEERING**, whose address is 303 East Second Avenue, Spokane, Washington 99202 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform engineering design services to rehabilitate the Don Kardong Pedestrian Bridge; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 4, 2019 and October 14, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on April 14, 2022 and shall run through July 1, 2023.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include additional Construction Management Services in accordance with Consultant's initial proposal dated September 26, 2019 and updated proposal dated March 2, 2022 and attached hereto.

4. COMPENSATION.

The City shall pay an additional amount billed on a Time and Materials (T&M) basis not to exceed **TWO HUNDRED SEVENTEEN THOUSAND ONE HUNDRED TEN AND NO/100 DOLLARS (\$217,110.00)**, and applicable sales tax, for everything furnished and done under this Contract

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

5. 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.

TD&H ENGINEERING

**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:

Certificate Regarding Debarment

Attachment A - Consultant's March 2, 2022 Proposal

22-069

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

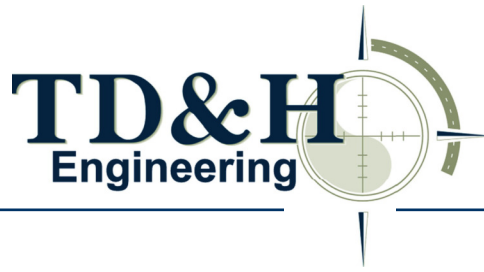
1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions 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.

TD&H Engineering <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	Don Kardong Bridge Rehabilitation Engineering <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)

ATTACHMENT A



March 2, 2022

VIA EMAIL

Nick Hamad
City of Spokane
Parks & Recreation

Dear Mr. Hamad,

TD&H Engineering is pleased to submit this proposal for engineering services. Please review this carefully and let us know if we need to modify our proposal.

Project Criteria:

As requested, scope and fees for Construction Management (CM) Services have been provided. This has been revised based on the recent information that federal money is a part of the project which will require a substantial amount of additional time and documentation for compliance.

Construction Management (CM)

- Attend weekly construction meetings and required safety meetings
- Provide the necessary special inspections through Budinger & Associates
- Provide materials testing as required through Budinger & Associates
- Prepare change orders for the City's authorization
- Prepare pay estimates
- Provide inspection and administration as necessary
- Conduct a final inspection and develop a project punch list
- Provide record drawings as marked by the contractor and our inspectors
- Provide project close out and completion documents
- Project documentation for federal compliance

Services	Cost
Construction Management Services	\$217,110

Thank you once again for the opportunity to provide you this fee proposal. Please feel free to contact me with any comments and/or questions.

Sincerely,

TD&H ENGINEERING CONSULTANTS, INC.

Tony E. Stenlund P.E., S.E.
Principal in Charge

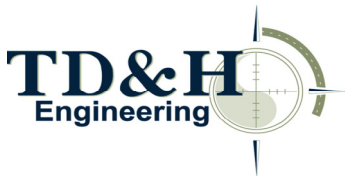


EXHIBIT D-5 - CONSULTANT FEE DETERMINATION SHEET

(Negotiated Hourly Rate)

CITY OF SPOKANE - DEPARTMENT OF PARKS & RECREATION

Don Kardong Bridge Deck Replacement

CONSTRUCTION MANAGEMENT

LABOR COST

<u>Discipline or Job Title</u>	<u>Hours</u>	<u>Direct Labor</u>	¹ <u>Overhead @ 148.30%</u>	<u>Profit @ 15%</u>	² <u>FCCM 1.10%</u>	<u>Rate Per Hour</u>	<u>Cost</u>
Principal	2	\$ 62.03	\$ 91.99	\$ 23.10	\$ 0.68	\$ 177.81	\$ 355.61
Engineer V	528	\$ 57.65	\$ 85.49	\$ 21.47	\$ 0.63	\$ 165.25	\$ 87,252.44
Engineer IV	112	\$ 49.71	\$ 73.72	\$ 18.51	\$ 0.55	\$ 142.49	\$ 15,959.02
Engineer I	796	\$ 31.53	\$ 46.76	\$ 11.74	\$ 0.35	\$ 90.38	\$ 71,941.82
Registered Land Surveyor	16	\$ 47.93	\$ 71.08	\$ 17.85	\$ 0.53	\$ 137.39	\$ 2,198.22
Engineering Technician	4	\$ 38.54	\$ 57.15	\$ 14.35	\$ 0.42	\$ 110.47	\$ 441.89
CAD Designer I	14	\$ 26.10	\$ 38.71	\$ 9.72	\$ 0.29	\$ 74.81	\$ 1,047.40
Total Hours	1472						
TOTAL LABOR COST							\$ 179,196

¹ Overhead Rate does not include the Facilities Capital Cost of Money (FCCM) = 143.03% - 2.6% = 140.43%

² Overhead Rate + FCCM = WSDOT's Approved Indirect Cost Rate = 140.43% + 2.6% = 143.03%

REIMBURSABLES

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
<u>Travel</u>				
Vehicle Mileage	Mile	2000	\$ 0.580	\$ 1,160.00
Per Diem	Day	0.00	\$ 151.00	\$ -
<u>Equipment</u>				
Software, IT and Software - CAD	Hour	18	\$ 10.00	\$ 180.00
Software, IT and Software - non-CAD	Hour	1,454	\$ 3.00	\$ 4,362.00
Total Robotic Station - Hourly	Hour	16	\$ 30.00	\$ 480.00
Plotter - In-House Reproduction	Hour	60	\$ 0.90	\$ 54.00
<u>Miscellaneous</u>				
Large scale reproduction, postage, etc.	Cost			\$ 1,200.00
<u>Sub consultants</u>				
Budinger & Associates	LS	1		\$ 15,518.25
MTLA Landscape Architect	LS	1		\$ 6,191.43
E2C Electrical Engineers	LS	1		\$ 8,767.99
TOTAL REIMBURSABLES				\$ 37,914

TOTAL CONSULTANT FEE (CM PHASE)

\$ 217,110

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	May 4, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	New OPR; Cross ref: OPR 2021-0765		
Item title: (Use exact language noted on the agenda)	Washington State Recreation and Conservation Office/Rimrock to Riverside grant-authorizing resolution (no cost)		
Begin/end dates	Begins: 04/14/2022	Ends: 07/01/2023	<input type="checkbox"/> Open ended
Background/history: Requesting grant-authorizing resolution for the Rimrock to Riverside (RCO Project 22-1464 ACQ) as required for City of Spokane Parks to co-sponsor a grant application to the Washington State RCO for project funding. All grant matching funds for project shall be provided by Spokane County Conservation Futures.			
Motion wording: Move to approve the Rimrock to Riverside Acquisition grant-authorizing resolution with the Washington State Recreation and Conservation Office			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



Applicant Resolution/Authorization

Organization Name (sponsor) CITY OF SPOKANE PARKS AND RECREATION

Resolution No. or Document Name N/A

Project(s) Number(s), and Name(s) 22-1464 ACQ, RIMROCK TO RIVERSIDE ACQUISITION

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Garret Jones, Director - Spokane Parks and Recreation
Project contact (day-to-day administering of the grant and communicating with the RCO)	Paul Knowles, Spokane Parks, Recreation & Golf
RCO Grant Agreement (Agreement)	Garrett Jones, Director - Spokane Parks and Recreation
Agreement amendments	Garrett Jones, Director - Spokane Parks and Recreation
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Garrett Jones, Director - Spokane Parks and Recreation

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only—If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only—If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Director, Spokane Parks and Recreation Date _____

On File at: City of Spokane Clerk's Office

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: May City of Spokane Park Board Meeting Date: 5/12/2022

Washington State Attorney General's Office

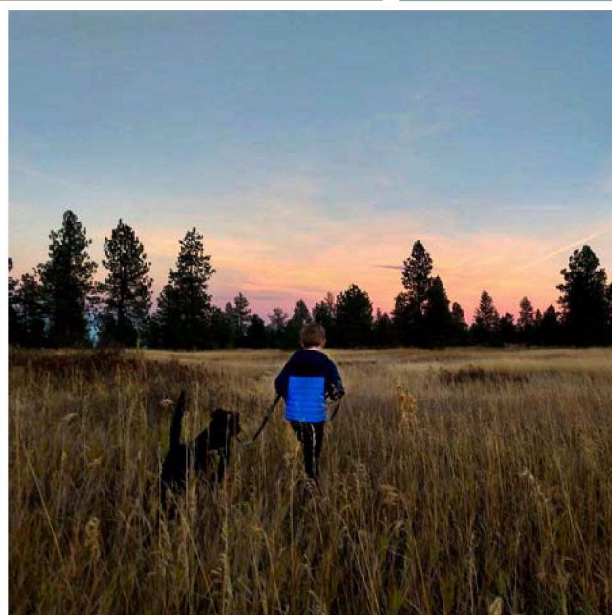
Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

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.	
Draughton Creek 04-21	7	City of Deer Park	100.34 acre property within the Urban Growth Area of the City of Deer Park.	

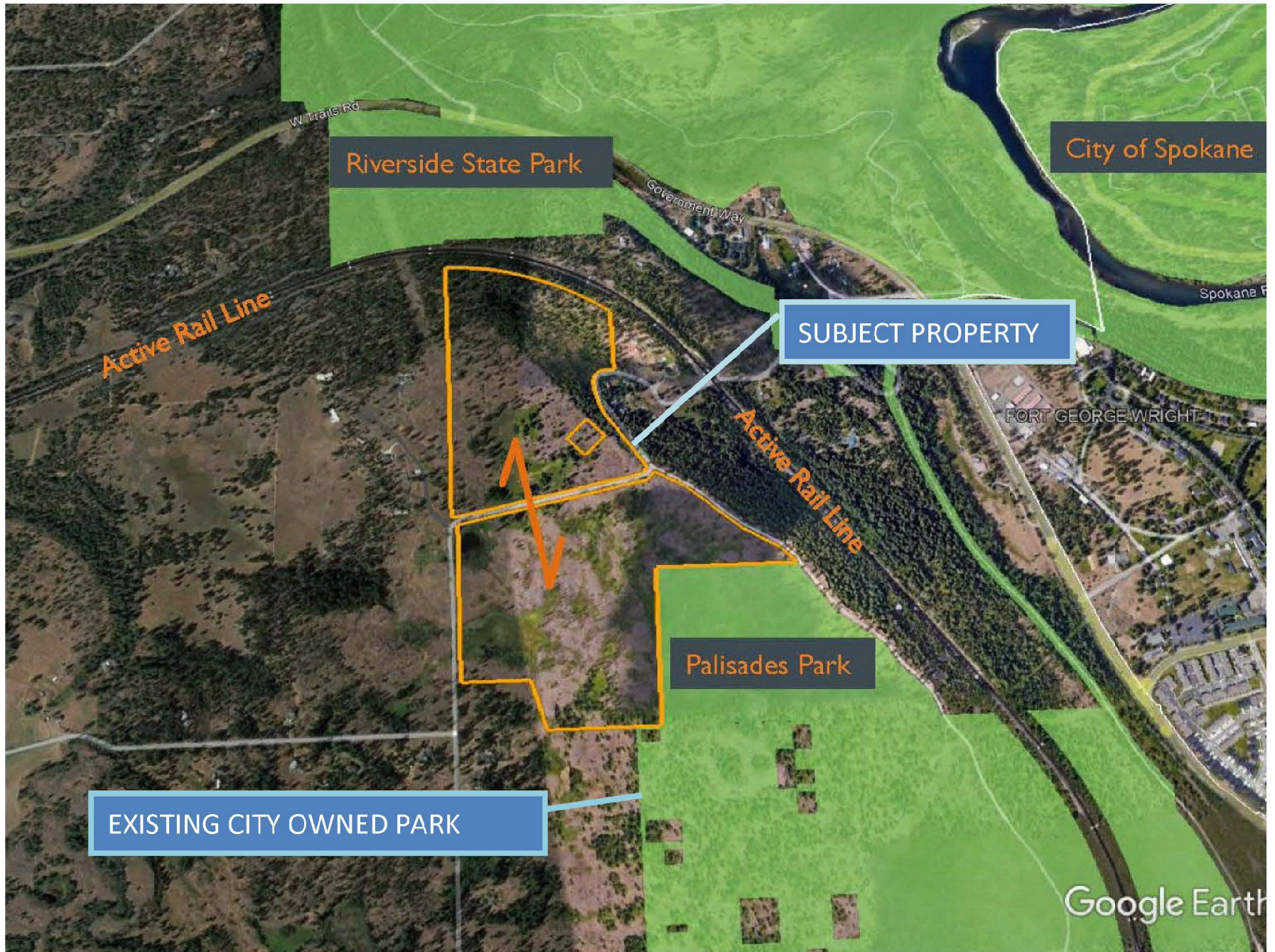
**Unanimously Approved by
LEC 10/27/21**

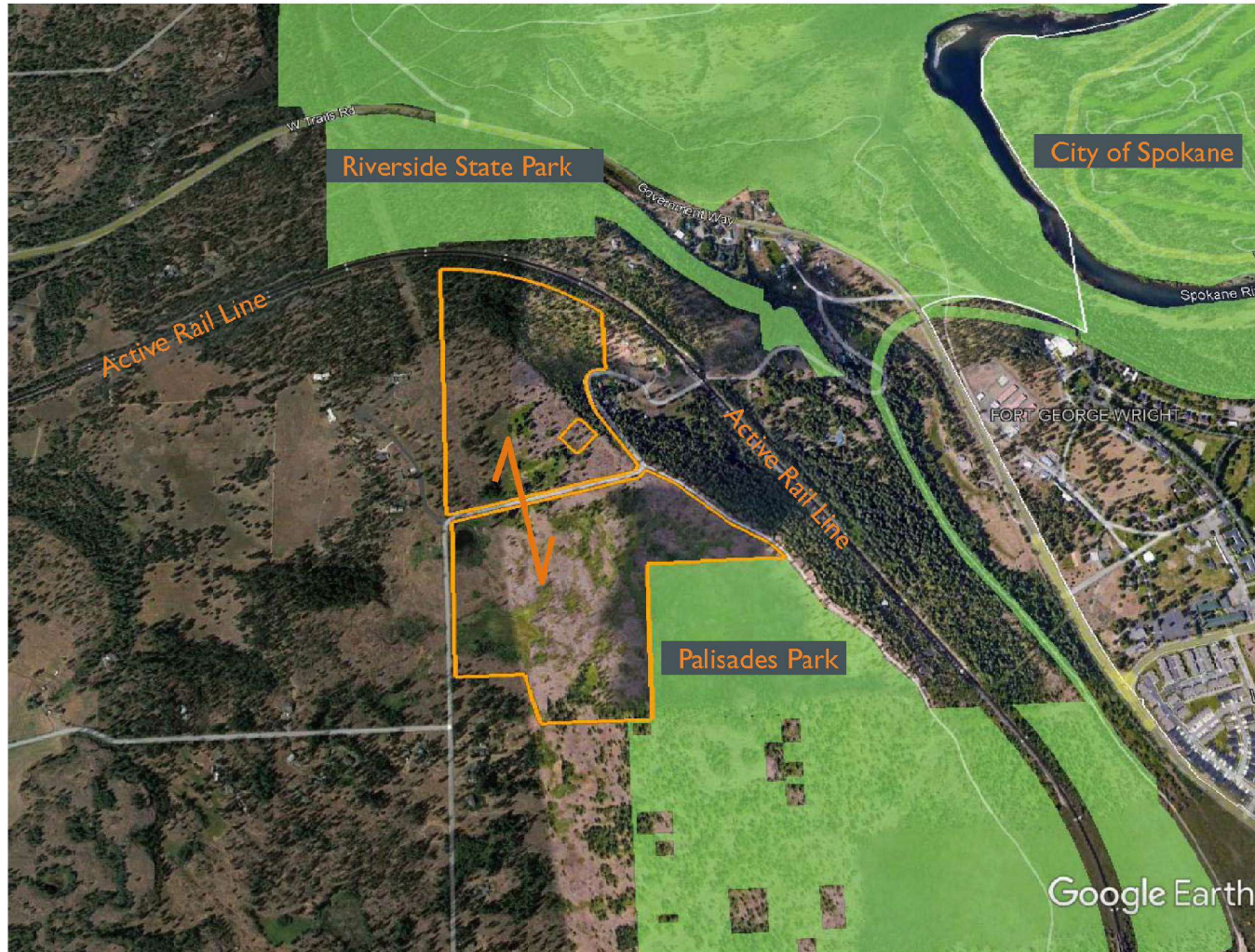


PALISADES 06-21

RANKING: #1

Palisades 06-21





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

Spokane Park Board

Briefing Paper



Committee	Finance Committee		
Committee meeting date	May 10, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Bloomsday memorandum of agreement/Don Kardong Bridge small overlooks (\$50,000 contribution)		
Begin/end dates	Begins: 05/12/2022	Ends: 05/12/2072	<input type="checkbox"/> Open ended
Background/history: Parks and the Lilac Bloomsday Association desire to enter into an agreement under which the PDA will donate significant resources toward the construction of two small overlooks on the Don Kardong Bridge. Overlooks are to be constructed as a part of the Don Kardong Bridge rehabilitation project. Total Bloomsday project contribution is valued at \$50,000, 100% of which is donated toward the construction of the two small overlooks.			
Motion wording: Move to approve memorandum of understanding with Lilac Bloomsday Association for the Don Kardong Bridge small overlooks.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: The Lilac Bloomsday Association Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$50,000.00 Budget code: Donation to 1950-54920-94000-56301-48063			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into between The Lilac Bloomsday Association , whose address is 1414 N. Belt St. Spokane, WA 99201, (“Bloomsday”) and the City of Spokane Parks and Recreation Department, (“Parks”) a governmental entity whose address is 808 W. Spokane Falls Blvd., Spokane, WA 99201, hereinafter collectively referred to as the Parties.

Background and Purpose

- A. Parks owns and maintains many properties and manages a wide variety of recreation programs.
- B. Parks engages and partners with citizens and corporations to support appropriate uses and development of those properties and programs.
- C. Bloomsday desires to identify itself/himself/herself/themselves as a supporter of Parks' and Bloomsday's shared vision of a viable future for those properties and programs.
- D. The Don Kardong Bridge, which is owned and maintained by Parks, and which is a critical link for a major walking, running and cycling trail, requires major rehabilitation to restore and enhance its functionality as a recreational facility.
- E. Parks is actively pursuing rehabilitation of the Don Kardong Bridge, preserving and enhancing trail connectivity along Spokane's Centennial Trail.
- F. In accordance with City of Spokane Administrative Policy 1400-11-07, 'Sponsorships, Donations, Naming Recognition of Parks and Recreation Area or Facilities', the Parties desire to enter into this MOA under which Bloomsday will donate significant resources towards construction of two small overlooks on the Don Kardong Bridge.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by the Parties hereto, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

Section 1 Don Kardong Bridge Rehabilitation Project

1. Parks and its agents will construct two small overlooks on the Don Kardong Bridge, estimated to cost approximately \$60,000 each, providing a view from the bridge to the southeast, to be implemented as part of Parks' larger Don Kardong Bridge Rehabilitation Project.
2. Parks and its agents will fabricate and install on the overlook:

- a. An interpretive display, including signage, which presents the historical display telling the story of Don Kardong and Bloomsday.
3. Bloomsday and their agents, at their sole expense, shall design the interpretive display and / or logo, including how those elements are mounted to or installed on the bridge. The proposed interpretive display and logo installation shall be subject to the requirements and procedures set forth in City of Spokane Administrative Policy Titled Artwork in Parks and Recreation Areas, ADMIN 1400-14-05 LGL 2007-0026 ("Art Policy") and shall be presented to the Park Board for review and approval prior to fabrication / installation.
4. Bloomsday will contribute to Parks the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) to be used specifically for the construction of two small overlooks.
5. Upon completion of the bridge overlook improvements, all improvements shall become the property of Parks.
6. Parks shall maintain, repair and reconstruct the overlook improvements, including any future interpretive displays, at the same frequency it maintains, repairs, or reconstructs the bridge. Parks shall remove all graffiti and repair all vandalism to the interpretive display within fourteen (14) days of Parks' receipt of notice regarding the graffiti and/or need for repairs.
7. Parks agrees to indemnify, defend, and hold Bloomsday harmless from Park's use, management, and maintenance of the small overlooks on the Don Kardong Bridge, except to the extent any claim resulted from the act or omission of the Bloomsday or Bloomsday's employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the City's employees, agents or contractors.

Section 2 Miscellaneous Provisions

1. Recitals. All of the recitals set forth above in the Background and Purpose section of this MOA are incorporated herein by this reference as though fully set forth herein.
2. Entire Agreement. Except as expressly stated herein, this MOA is the entire MOA between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this MOA will bind the signatories to this MOA unless agreed to by both Parties in writing.
3. Severability. The invalidity or unenforceability of any provision of the MOA will not affect any other provisions; the MOA will be construed in all respects as if such invalid or unenforceable provisions were omitted.
4. Amendments/Modifications. Any amendment or modification to the provisions of this MOA will not be effective unless made by written amendment executed by both Parties.
5. Third Party Beneficiaries. Nothing in this MOA is intended to confer any right or benefit on a person or entity not a Party to this MOA, or impose any obligations of either Party to the MOA on persons or entities not a Party to the MOA.
6. Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this MOA will not be construed as a waiver or

relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

7. Negotiation. This MOA, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this MOA shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
8. Effectiveness. This MOA is effective on the date of the last signature below.
9. Notice. All written notices required to be given pursuant to the terms hereof shall be delivered to the addresses listed below, by one of the following methods: (a) hand delivered whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. Pacific Standard Time on a business day and the original also is sent as described in (a), (b), or (c) above, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is completed.

Bloomsday:

The Lilac Bloomsday Association
Attn: Dori Whitford
1414 N. Belt St.
Spokane, WA 99201
Email: doriwhitford26@gmail.com

Parks:

City of Spokane, Park Board
Attn: Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201
Email: gjones@spokanecity.org

With a copy to:
Office of the City Attorney
Attn: James Richman
808 W. Spokane Falls Boulevard
Spokane, WA 99201
Email: jrichman@spokanecity.org

10. Debarment and Suspension. Bloomsday has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
11. Term. This MOA shall be in effect for a term of fifty (50) years and shall expire fifty years following the Effective Date.

Dated this ____ day of _____, 2022 (the "Effective Date").

The Lilac Bloomsday Association
By: Dori Whitford
Its President

Attest:

Clerk

City of Spokane Parks and Recreation
Garrett Jones, Director

Approved as to form:

Assistant City Attorney

Spokane Park Board

Briefing Paper



Committee	Finance Committee		
Committee meeting date	May 10, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Modern Construction & Consulting Services, LLC. construction contract/Riverfront Park Red Wagon metal repairs and painting (\$73,328.25, tax inclusive)		
Begin/end dates	Begins: 05/12/2022	Ends: 09/30/2022	<input type="checkbox"/> Open ended
Background/history: The project contracts with the low responsive bidder for Riverfront Park Red Wagon metal repairs and painting project and includes the project 'base bid', deductive alternate #1, and additive alternate #1.			
Motion wording: Move to approve Modern Construction & Consulting Services, LLC. construction contract for the Riverfront Park Red Wagon metal repairs & painting project in the amount of \$73,328.25, tax inclusive.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Modern Construction & Consulting Services, LLC. Name: Todd Harnetiaux Email address: todd@mccsnw.com Phone: 509.443.3337			
Distribution: Parks – Accounting Jon Moog Parks – Pamela Clarke Kevin Sharrai Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$73,328.25 Budget code: 1950-54920-94000-56301			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: 602-857-209 Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



City of Spokane Invitation To Bid

Project Title: _____

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on _____ at _____. The location will be _____.
2. BID PREPARATION. Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. SUBMISSION OF BIDS. Submit one (1) copy of the Bid by _____ on _____ to _____ at _____, Spokane, WA _____.
4. CONTRACTOR'S REPRESENTATION. The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
6. AWARD OF CONTRACT. Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. PAYMENT. Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. REJECTION OF BIDS. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. PUBLIC WORK REQUIREMENTS. The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.
11. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
12. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.



City of Spokane Invitation To Bid

SECTION III. TECHNICAL REQUIREMENTS

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



2022.04.08

2022 RIVERFRONT PARK RED WAGON PAINT

CONTRACTOR	BASE BID (RED WAGON PAINT)		DED/ALT. 1 (OFCI COATINGS)		ADD/ALT 1. (STEEL REPAIR)		TOTAL BID
Modern Construction	\$	75,128.25	\$	(5,600.00)	\$	3,800.00	\$ 73,328.25
Coatings Unlimited	\$	99,735.00	\$	(2,500.00)	\$	6,400.00	\$ 103,635.00
-	\$	-	\$	-	\$	-	\$ -
-	\$	-	\$	-	\$	-	\$ -
-	\$	-	\$	-	\$	-	\$ -



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
PROJECT NAME: Riverfront Park Red Wagon Metal Repairs & Painting

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

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

BASE BID: \$ 68,925.⁰⁰
SALES TAX (9 %) \$ 6,203.25
TOTAL BASE BID PRICE: \$ 75,128.25
TRENCH SAFETY SYSTEM,
if excavation greater
than four feet (4') deep: \$ 0.00

Deductive Alternate #1 - Owner Furnished Coatings

(Include Retail Sales Tax) < \$ 5,600 >

Additive Alternate #1 - Steel Repair

(Include Retail Sales Tax) \$ 3,800.-

\$

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	<u>CC MODERCC923OD</u>
U.B.I. Number	<u>602-857-209</u>
Washington Employment Security Department Number	<u>553132-00-9</u>
Washington Excise Tax Registration Number	<u>A17716223</u>
City of Spokane Business Registration Number	<u>T12054509BUS</u>

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (☒ YES) (☐ NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
(☐ YES) (☒ NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: Modern Construction & Consulting Services, LLC

SIGNATURE: [Signature]

TITLE: Managing Member

PHONE: (509) 443-3337

ADDRESS: 5702 N Market Street, Spokane, WA 99208-2368



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST _____

PROJECT TITLE: Riverfront Park Red Wagon Metal Repairs & Painting

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER Signs for Success

TYPE OF WORK/BID ITEM Adhesive Stencils, Design w/proofing, Install

AMOUNT \$ 1,200

CONTRACTOR'S REGISTRATION NO. 602 139 402

CONTRACTOR/SUPPLIER Northwest Sandblast & Paint, LLC

TYPE OF WORK/BID ITEM Commercial Sandblasting & Painting

AMOUNT \$ 44,100

CONTRACTOR'S REGISTRATION NO. 602 268 007

CONTRACTOR/SUPPLIER JB Welding (ALTERNATE)

TYPE OF WORK/BID ITEM Commercial Welder

AMOUNT \$ 3,800⁰⁰

CONTRACTOR'S REGISTRATION NO. 604 105 626

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

4/8/22
Date

[Signature]
Signature of Authorized Representative



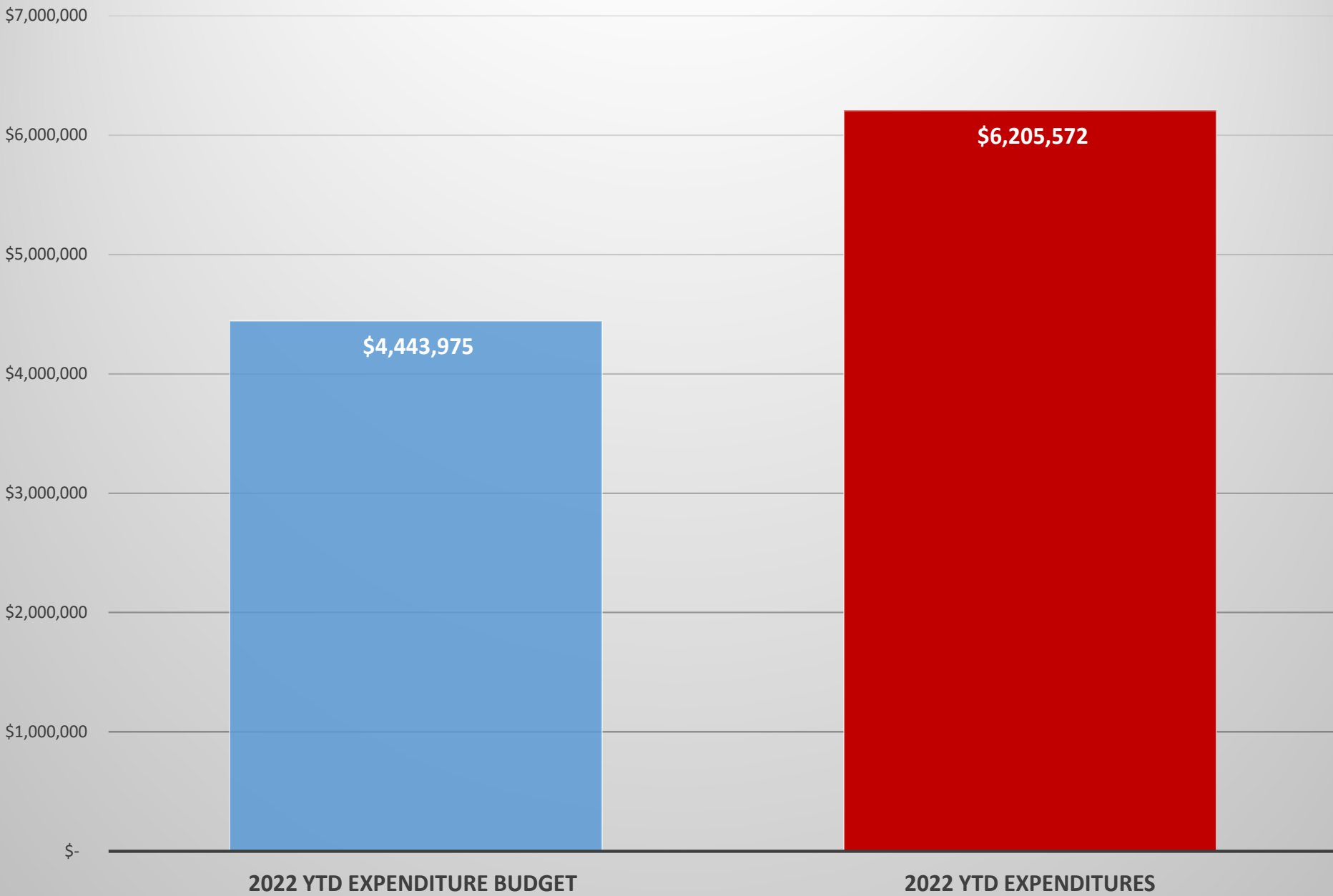
City of Spokane
PARKS
& RECREATION

Financial Reports

April 2022

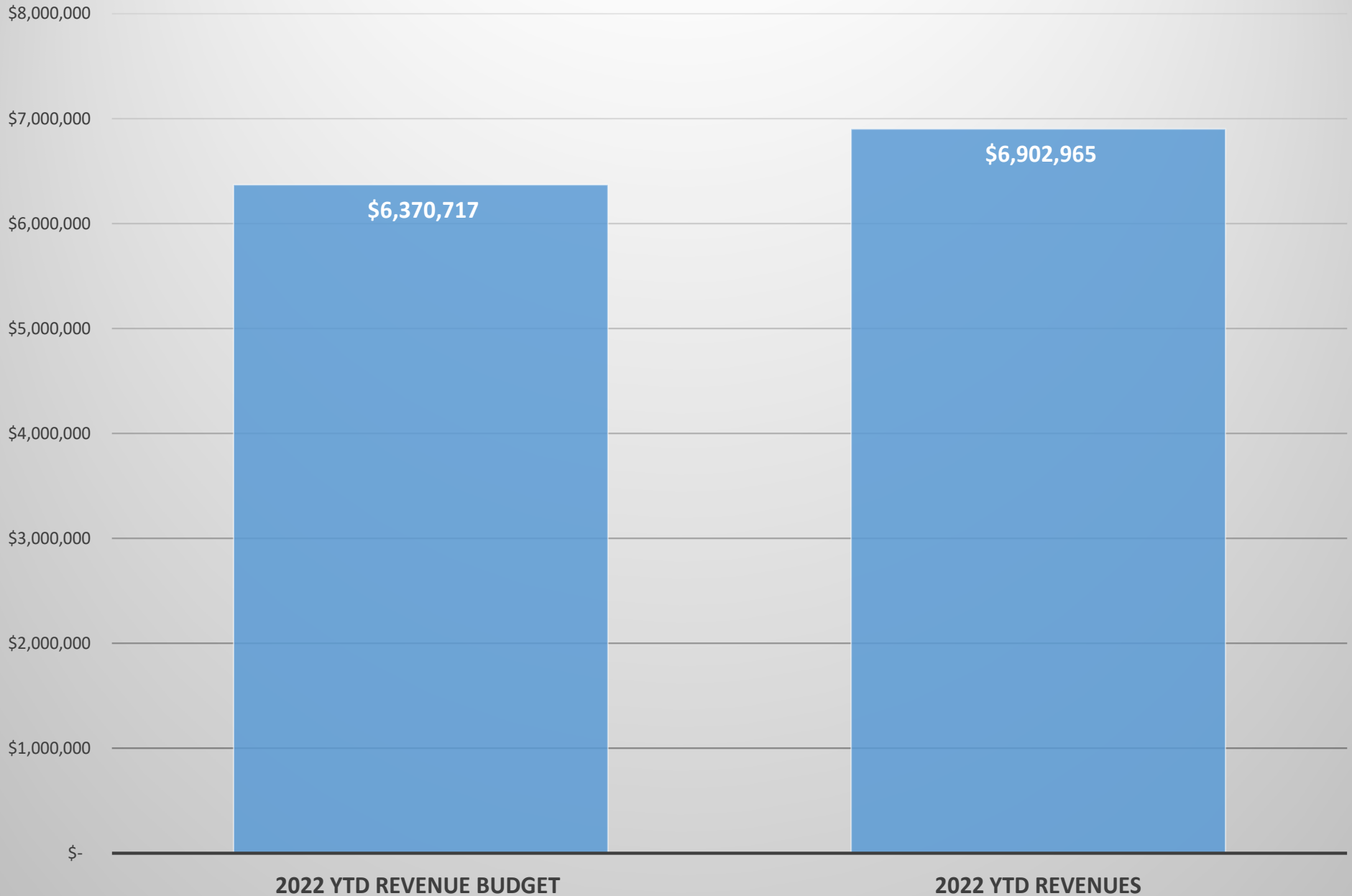
Park Fund

April 2022 Expenditures vs. Historical Budget Average



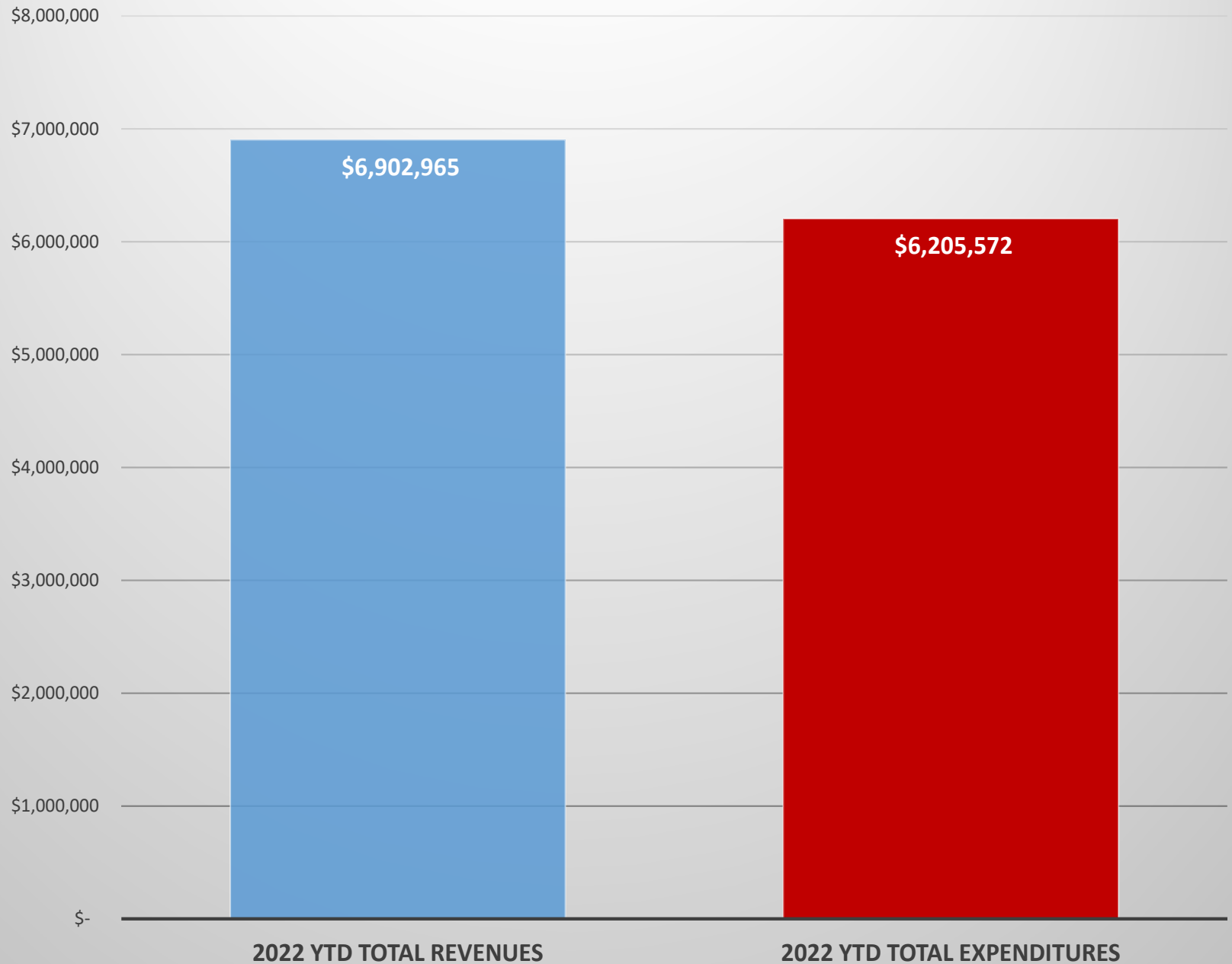
Park Fund

April 2022 Total Revenues vs. Historical Budget Average



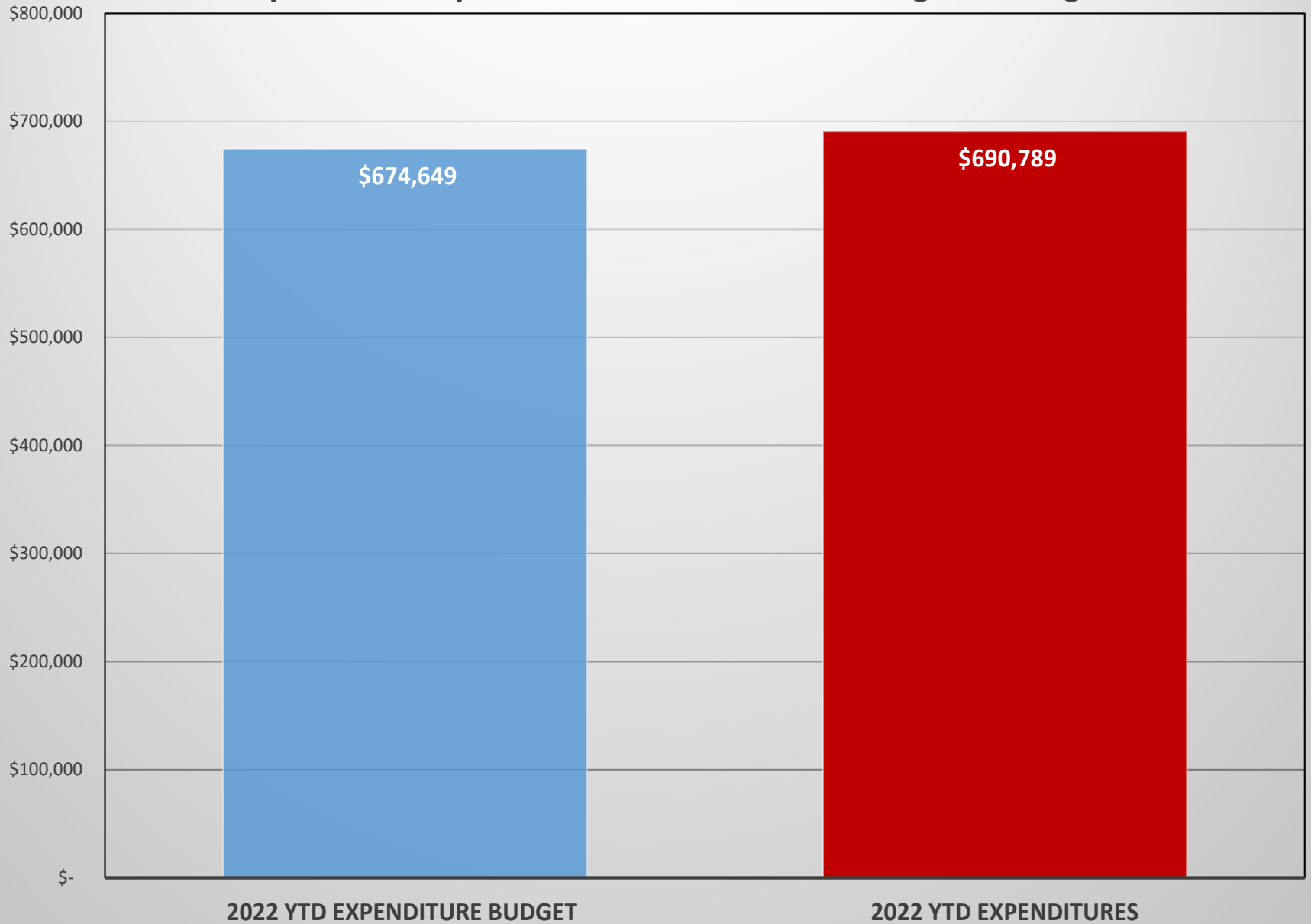
Park Fund

Total April 2022 YTD Expenditures vs. Total YTD Revenues



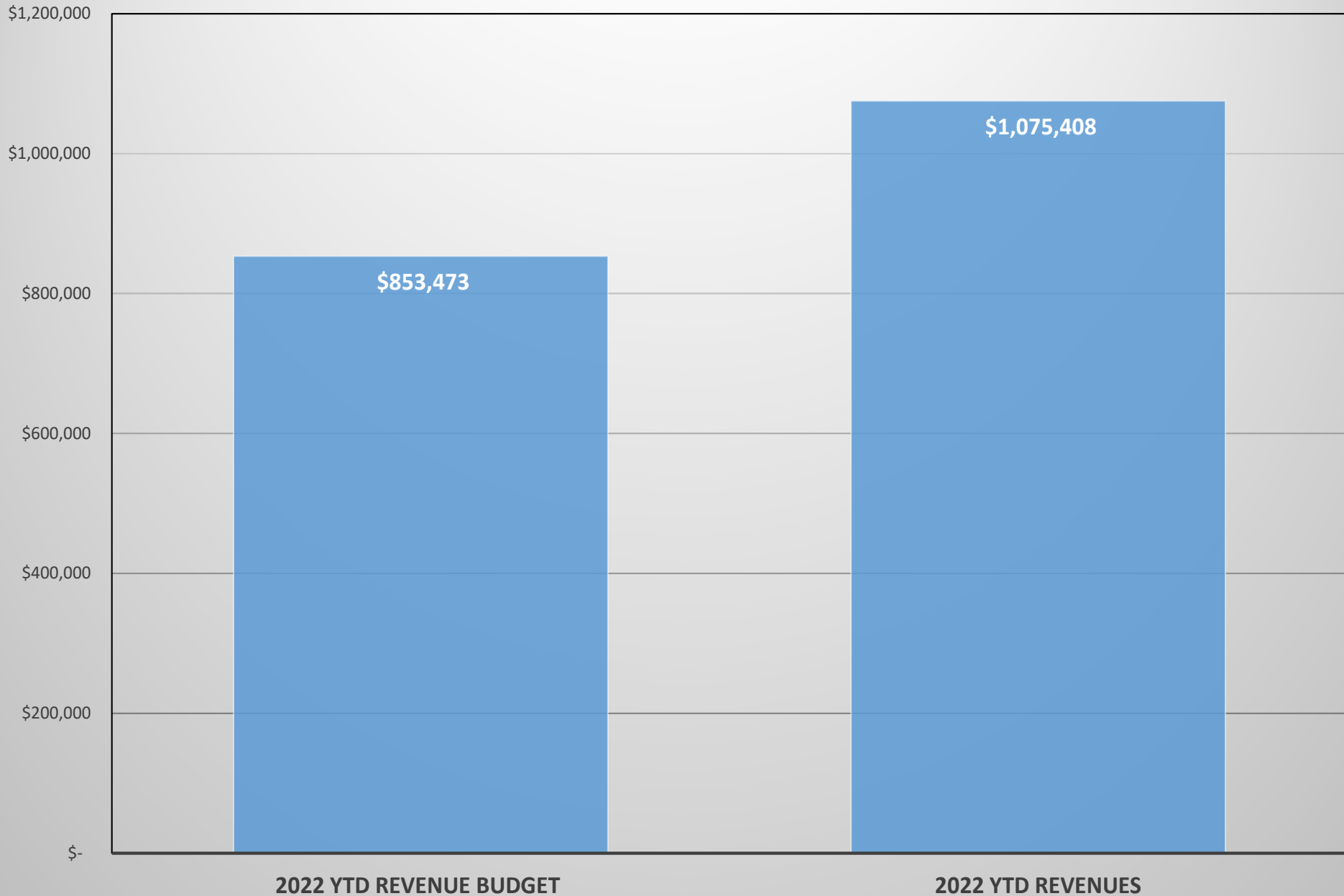
Golf Fund

April 2022 Expenditures vs. Historical Budget Average



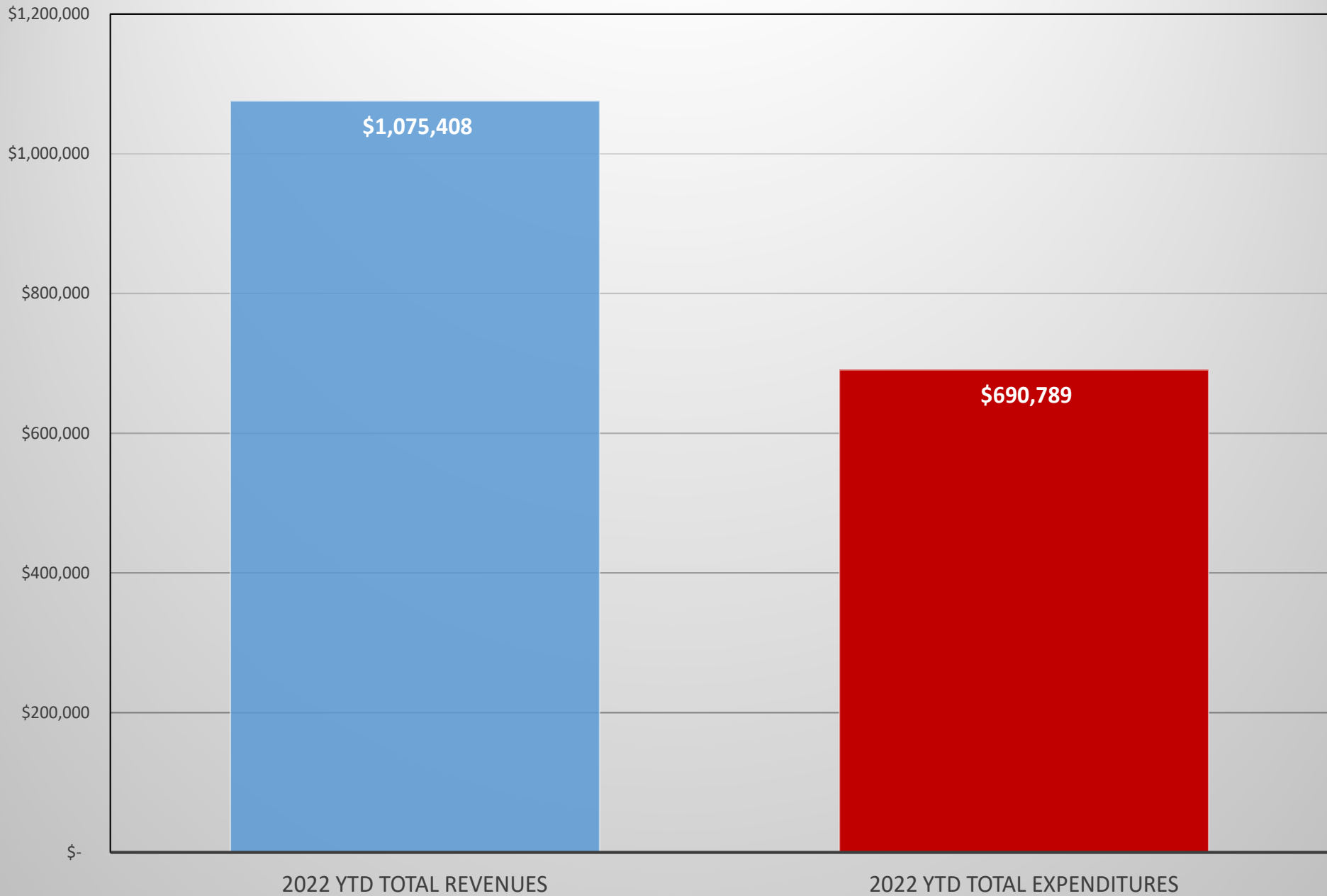
Golf Fund

April 2022 Total Revenues vs. Historical Budget Average



Golf Fund

Total April 2022 YTD Expenditures vs. Total YTD Revenues



From: joeleferrisjr@gmail.com
To: [Spokane Parks and Recreation](#)
Cc: saramargaretheferris@gmail.com
Subject: To the Spokane Park Board re: Candy Rogers Memorial Playground in West Central on Spofford
Date: Monday, May 9, 2022 4:44:24 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Spokane Park Board members,

My sister Sara and I would like you to consider renaming the playground currently known as A.M. Cannon Park in honor of Candy Rogers (Candy Rogers Memorial Playground). We are the niece and nephew of Joel E Ferris, an early day Spokane pioneer and civic leader who, among other things, was very active on the Park Board and Camp Fire Girls board. Our hope is that by naming the playground in memory of Candy Rogers, who grew up near the park that it would be a fitting legacy for young girl who was taken selling Camp Fire Mints in the West Central neighborhood in 1959. Out of the tragedy of her kidnaping and murder, unsolved for over 60 years, has come a greater community awareness of child safety in the Spokane community from which we have all benefited. We are all grateful for the marvelous police work that finally solved this crime. Renaming the park in her honor would have a great and hopeful legacy for a young lady who was robbed of her future so long ago.

With respect to A.M. Cannon, he would still have a park named after him, Cannon Hill Park, on the South Hill. By the way, Cannon Hill Park was originally named Adams Park, in honor of John Quincy Adam's grandson.

Thank you for your consideration. We do think that the memoriam would also serve as a way to help the Spokane community and the Rogers family heal from such a tragic and public loss.

Respectfully,

Joel E Ferris III and Sara Margarethe Ferris

joeleferrisjr@gmail.com
smargaretheferris@gmail.com

From: [Dickson, Fianna](#)
To: [Clarke, Pamela](#)
Subject: FW: a powerful legacy
Date: Friday, May 6, 2022 2:11:12 PM

Begin forwarded message:

From: Sara Ferris <smargaretheferris@gmail.com>
Date: May 6, 2022 at 12:46:56 AM PDT
To: "Jones, Garrett" <gjones@spokanecity.org>
Subject: a powerful legacy

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Mr. Jones,

I am writing today to express my strong support for the naming of the Candy Rogers Memorial Playground on Spofford Avenue.

The minute I heard that Candy's case had been solved last November, I thought Spokane needed to find a way to honor this very special child whose life and death changed Spokane forever. Yes, Candy Rogers life mattered then, and now. She left a powerful imprint on Spokane that must never be forgotten. I know that to be the case. You see, I was an 8 year old little Blue Bird (soon to be Camp Fire Girl) at Roosevelt Elementary in 1959. Candy was just a year ahead across town at Holmes Elementary. I was selling Camp Fire mints in my neighborhood, just as Candy was in hers.

Up to that point, Spokane had been a rather idyllic place with a small town feel. We all played outdoors till sunset, families felt perfectly safe leaving doors unlocked, we went to Nat Park, parades, school carnivals. Many kids walked by themselves to schools that were many blocks away. It was truly like a sort of Mayberry back then, or so we thought. Then, one day in the spring of 1959, everything changed. A fellow Blue Bird/Camp Fire girl named Candy went missing.

She became Spokane's daughter from that day forward. Her sweet face and beautiful spirit made an impression on all of us. Finding her became everyone's focus in Spokane. We sensed, despite our innocence and naivete, that something very bad had happened to Candy, our fellow Camp Fire sister.

Spokane changed overnight. While we were in deep shock, we all became immediately aware that child safety had to be of paramount importance for everyone in the city of Spokane moving forward. We became more educated and enlightened on how to protect ourselves; we locked our doors, we played in our yards, instead of streets, where

parents and babysitters could see us at all times. We never sold mints alone again. We had chaperones. We had Block Parents with the BP cards in their windows if we needed help and safety walking around our neighborhoods. We took protective, large dogs with us, even to the little grocery near our home. We weren't becoming paranoid, rather smarter and more aware, because of a little girl named Candy who changed us all.

Spokane pulled together powerfully to find Candy. People from all over the city and surrounding regions looked for her. And when she was found, we wanted the perpetrator found. The police force worked with such dogged determination for over six decades and never gave up. Neither did those of us who grew up and lived in Spokane. You see, Candy became Spokane's daughter, and thus everyone's daughter. She symbolized youthful exuberance, innocence, and sweetness. She represented the best in all of us. She unified us as a community like never before or since, and helped us realize the importance of child safety and education for kids and families.

Since the solving of the case last fall, I knew in my heart that Candy needed to be honored. I thought perhaps a tranquil garden in a local park. My late Uncle Joel E. Ferris 1st, namesake of the highschool, my next door neighbor in the first nine years of my life, and my "fill in grandpa" (both my grandfathers had died before I was born), was a very special man to me and to the city. He was the brother of my Ferris grandfather, Harry, I never got to meet. So, when the garden was built in Manito, I would visit it often as I felt a serenity and peace there. When he was alive, I would often visit him in his home garden and play amongst the flowers and trees he so dearly loved.

In talking to one of Candy's relatives, I became aware of how the family wanted a playground in her memory in the park near where she grew up. I thought that would be perfect. Candy was a spirited, beautiful child, and what better way to honor her, than to have a place filled with the laughter of children and families celebrating life and special moments together.

Candy's childhood was cruelly taken from her. A playground in her memory would not be a morbid and sad thing, it would be a positive, uplifting place for children, now and generations to come. I believe with all my heart she would want us to remember her with happiness, and playgrounds epitomize that.

I am certain Uncle Joel would be approving of naming a playground in memory of Candy. You see in his home garden on 16th Avenue, where I

played when he was alive, near his marvelous garden with giant sunflowers and beautiful blooms, there was also a wooden jungle gym. Uncle Joel had it there so his granddaughter Beth and I could spend many happy hours playing on it, giggling and having the time of our lives.


As wise and learned as Uncle Joel was about history, and so many other things, he knew children needed and appreciated playtime, playgrounds, and fun.

Further, I feel he would say that children can have a powerful impact on all of us, just as much as adults can.

Candy certainly did. She educated us all, she unified us, she moved us forward in crime solving techniques that are now used to finally resolve cold cases around the nation.

It is my sincerest hope that Candy Rogers Memorial Playground be dedicated in memory of this young life that made us better informed citizens, more aware, more compassionate, and concerned for each other. Further, she showed us the power of working together toward a common goal, and made us realize the preciousness of childhood for our generation, and all those to come.

Most gratefully and sincerely,
Sara Margarethe Ferris
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Garrett Jones, Spokane City Parks Director
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Garrett,

In March 1959, Candy Rogers, 9 years old, was abducted and later found in the woods outside the city. She was the first child to lose her life in such a horrific way in Spokane, WA. Years later, one of the positive outcomes of her tragedy and related effects resulted in a WA State Crime Lab in Spokane which would help solve cases for families across the region.

Candy's childhood home stood where Petit Drive is now located, near the playground at A.M. Cannon Park and the West Central Community Center. We are Candy's closest surviving relatives living in Spokane. My mother, her cousin, spent her childhood with Candy and remembers the trauma and despair as additional lives were lost in the search to find her. However, what my mother remembers most is Candy's beautiful smile and kindness.

We have met the family of the man who took her life, and a beautiful relationship has grown in place of the sadness. Together, we would like to remember Candy, in a way that can bring happiness and light to others; families and children, and that she not be forgotten. She may have changed the world but her life was taken before she had a chance. Her positive impact is still possible. What happened to Candy is a tragedy, but rather than remember her for her loss, we hope to create a memorial that celebrates her life and those who worked tirelessly to find her, and until just recently, solve her murder. Our desire is that families celebrate and protect their children, and have a safe place where they can play. We would like to propose that the playground at A.M. Cannon Park be named in Candy's honor: The Candy Rogers Memorial Playground.

Warm regards and thank you for your consideration,

Joanne Poss and Salliejo Evers