

#### **Spokane Park Board Agenda**

3:30 p.m. Thursday, November 10, 2022 In-person in Council Chambers, City Hall, and WebEx virtual meeting Call in: 408-418-9388

Access code: 2484 368 6284

#### 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) October 13, 2022, regular Park Board meeting minutes
    - 2) October 24, 2022, special Park Board meeting minutes
    - 3) Claims October 2022
    - 4) MTLA Addendum #1/Additional Services for Liberty Park Playground \$10,802.00 (no tax) Berry Ellison
    - 5) Garco Change Order #3/Don Kardong Bridge Construction for \$108,644.64 (tax inclusive) Berry Ellison
    - 6) 1 West High Drive Access Easement Agreement / High Drive Park (no cost) Nick Hamad
    - 7) Fisher Construction Group, Inc. Construction Change Order #3 / Downriver Golf Course Roof Renovation (\$8,243.54+tax) Nick Hamad
    - 8) Lexicon DBA Heritage Links Change Order #5 / Downriver Golf Course Irrigation Renovation (\$22,960.56+tax) Nick Hamad
    - 9) 5-year contract extension for Mark Gardner, dba Mark's Golf, Inc Mark Poirier

#### 5. Special guests

A. Spokane Youth and Senior Centers' Association quarterly update – Kim Ferraro,

#### West Central Community Center

- 6. Financial report and budget update: Mark Buening
- 7. Special discussion/action items

A. None

8. Committee reports – action items

**Urban Forestry Tree Committee**: November 1, 2022 - Kevin Brownlee

A. Action items: None

**Golf Committee:** November 8, 2022 – Gerry Sperling A. Action items were presented on the consent agenda.

**Land Committee:** November 2, 2022 – Greta Gilman A. Action items were presented on the consent agenda.

Recreation Committee: November 2, 2022 – Sally Lodato

A. Action items: None

Riverfront Park Committee: November 7, 2022 – Nick Sumner

A. Wesslen Construction, Inc./Riverfront lilac butterfly fabrication and installation (\$243,884, plus tax) – Berry Ellison

Finance Committee: November 8, 2022 – Bob Anderson

A. Action items: None

**Development & Volunteer Committee**: The October 19 meeting was canceled – 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: None

- 12. **Adjournment**
- 13. **Meeting dates** 
  - A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. November 29, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Land Committee: 3:30 p.m. November 30, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Recreation Committee: 5:15 p.m. November 30, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Riverfront Park Committee: 4 p.m. December 5, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8 a.m. December 6, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Finance Committee: 3 p.m. December 6, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Development & Volunteer Committee: 3 p.m. December 16, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx

- B. Park Board: 3:30 p.m. December 8, 2022, Council Chambers, lower-level City Hall, 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 erahrclerks@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



#### **Spokane Park Board**

3:30 p.m. Thursday, Oct. 13, 2022 In-person in Council Chambers, City Hall, and virtually via WebEx

#### Park Board members

X Jennifer Ogden – President X Bob Anderson – Vice President X Jason Conley – Acting Secretary

Nick Sumner X Greta Gilman

X Sally Lodato

X Gerry Sperling X Barb Richey

X Hannah Kitz (3:57)

X Kevin Brownlee

X Christina VerHeul
X Jonathan Bingle – City Council liaison (exits,

4:48)

#### Parks staff

Jason Conley
Fianna Dickson
Nick Hamad
Al Vorderbrueggen
Jennifer Papich
Mark Poirier
Jonathan Moog
Berry Ellison
Karin Cook

Sarah Deatrich Katie Kosanke Jeff Perry

Kris Behr

Lars Erpenbach Steve Nittolo

#### Guests

Mary Gilmore Sam Chase Michelle Welch Kelly Brown

#### **MINUTES**

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

 Roll Call: Jennifer Ogden See above

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

A. Remove consent agenda item #6 – Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase (\$77,932.74) – for discrepancy between cost presented to the committee and final invoice

#### 3. Public comment

- A. Sam Mace (East Central neighborhood, next to Underhill Park): Sam Mace requested to withhold endorsing dog park guidelines. Sam stated parking issues, public safety issues, and impacts on neighbors need to be addressed.
- B. Michelle Welch: Michelle put out a petition asking the public how they felt the dog park process has been followed according to the guidelines. She has received 133 signatures of people who feel the guidelines have not been met. Jennifer Ogden asked of specific concerns and feedback and asked Michelle to email concerns and feedback to her directly.
- C. Kelly Brown, speaking on behalf 100+ member female running group Spokane Swifts: Kelly states that the group strongly supports amending Spokane Municipal Code (SMC) 12.06A.040 to reinstate misdemeanor charges for use City parks after hours. They feel safety is a concern and the amendment will enhance safety in the parks.

#### 4. Consent agenda

- A. Administrative and committee-level items
  - 1) Sept. 8, 2022, regular Park Board meeting minutes

- 2) Claims September 2022
- 3) Fisher Construction Group, Inc. Construction Change Order #2 / Downriver Golf Course Roof Renovation (\$47,131.37+tax) Nick Hamad
- 4) Liberty Library ADA book drop location Berry Ellison
- 5) Garco change order #2 / Don Kardong Bridge construction for \$31,639.00 Berry Ellison
  - (Formerly #6 deleted from agenda) Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase (\$77,932.74) Nick Hamad
- 6) Spokane Arts Consulting /Riverfront Park Signature Art Piece Amendment #3 (\$2,757.70 tax inclusive) AND Contract Extension Berry Ellison
- 7) SBO to appropriate \$300,000 to the Golf Fund from unencumbered fund balance for 1). Construction cost increases in the capital program; 2). Inflationary increases in operating accounts particularly fuel, fertilizers and other petroleum based products; and 3). Repairs and maintenance. Jason Conley

**Motion No. 1:** Jennifer Ogden moved to approve consent agenda items #1 - #7 as presented Bob Anderson seconded

Motion passed with unanimous consent (9-0)

#### 5. Special guests

- A. Daughters of the American Revolution Conservation Award Mary Gilmore, past regent
  - 1) Mary Gilmore, past regent of the Daughters of the American Revolution presented the national DAR conservation award to Spokane's Urban Forestry division for conservation efforts over past 24 years.

(Hannah Kitz arrives at 3:57)

6. **Financial report and budget update** – Jason Conley presented the September financial report and budget update in Mark Buening's absence. The September operating expenditures for the Park Fund are approximately \$4.4 million more than the historic budget average. Year-to-date revenues are almost \$2.6 million above the budget average. Revenues are exceeding expenditures almost \$239,000. The September operating expenditures for the Golf Fund are almost \$405,000 more than the budget average. Year-to-date revenues are exceeding the budget average about \$190,000. Revenues are exceeding expenditures about \$1.8 million year-to-date. There is approximately \$29,000 remaining of the \$68.4 million Riverfront Park redevelopment budget.

#### 7. Special discussion/action items

A. Q3 2022 Communication & Marketing update: No presentation, update included in agenda packet.

#### 8. **Committee reports:**

Urban Forestry Tree Committee: October 4, 2022, Kevin Brownlee

- A. Action items: None Canceled
- B. The next regularly scheduled meeting is 4:15 p.m. Nov. 1, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Golf Committee: October 11, 2022, Gerry Sperling

- A. One of two action items was presented on the consent agenda.
- B. 2023 Golf fee increases Mark Poirier
  - 1) Mark Poirier presented the proposed golf rate increases. A \$1.00 fee increase is recommended across all daily greens fee options. There will be no increase in sunset

rate, daily private cart rate, annual private cart rate, 10 play pass, or the junior rate. There will also be no change for the Players and Loyalty passes, however, the Unlimited Pass will increase by \$100 for 2023. This fee increase is needed to combat unforeseen inflation costs to the golf fund.

**Motion No. 2:** Gerry Sperling moved to approve the 2023 golf fee increase as stated and presented by Mark Poirier

Councilman Bingle seconded Motion passed with unanimous consent. (10-0)

- C. Gerry Sperling states golf courses are in excellent condition. She extends thanks to Urban Forestry for continual assistance with removing and trimming trees. Downriver sprinkler system completed. Qualchan is in excellent condition with the parking lot re-sealed, and the clubhouse repainted.
- D. The next scheduled meeting is 8 a.m. Nov. 8, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

#### Land Committee: October 5, 2022, Greta Gilman

- A. Three of five action items were presented on the consent agenda.
- B. Resolution adopting Citywide dog park site selection, design, and operations guidelines study (no cost) Nick Hamad
  - 1) Nick presented the draft dog park guidelines resulting from the efforts of a technical consultant and the project advisory committee (PAC) formed in March 2022. Dog parks is one of the fastest growing amenities nationwide, which is not being served in this community, as identified in the recent Parks Master Plan. In summary, Spokane provides one dog park per 115,000 people. The PAC recommends Spokane provide 1 dog park per every 25,000 people, resulting in a total three to nine facilities each consisting of one to seven-plus acres, or at least one regional (7+ acre) dog park facility per city council district Citywide. In addition to recommending dog park levels of service, this document establishes site selection guidelines, design guidelines and operations & maintenance guidelines for future public dog parks. The document also applies the site selection guidelines to evaluate all city owned lands (including parks division and non-parks division land) for suitability to develop future dog parks.
  - 2) By adopting this plan, Parks is meeting a priority from the citywide park master plan and fulfilling a portion of City's responsibilities outlined in the the Spokane Public Schools memorandum of understanding (OPR2022-0137) which requires a citywide dog park study be completed prior to end of October 2022. However, this study does not determine the exact location of an official South Hill dog park. The site selection of the official South Hill dog park will be a separate action, possibly as soon as the October 24 special Park Board meeting.
  - 3) In response to Greta Gilman's concern Nick explained that the development of an official South Hill dog park is being funded by Spokane Public Schools, which is why dog parks in District 2 are being studied for the first development of a dog park after completion of the citywide study. The loss of an unofficial south hill dog park and the need to select a site for an official South Hill dog park, along with Citywide Park master plan recommendations for adding dog parks is what sparked the study. Despite the funding for an official South Hill dog park, the results of this citywide study were deliberately shown for every district, as the Park Master Plan has already determined the need for dog parks is Citywide, not just in District 2. Two public meetings have already been held regarding the potential sites for an officiation south hill dog park, and

two additional public open house meetings will be held to solicit additional public feedback to assist the Park Board in determining the location for an official South Hill dog park location. Should it be determined that additional feedback is needed, this action item may be pushed to the regular November 10 Park Board meeting.

**Motion No. 3:** Greta Gilman moved to approve the resolution adopting Citywide site selection, design, and operations guidelines, keeping in mind that this is not the final site selection, and that the guidelines require additional public input per site selection.

Councilman Bingle seconded Motion passed with unanimous consent. (10-0)

(Councilman Bingle exits at 4:48)

- C. Resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code (SMC) 12.06A.040 Jason Conley
  - 1) Jason explained that in response to the numerous violent crimes in park settings recently, the Spokane Police Department asks that the Park Board endorse their recommended amendment to the current Park rules. Under section J.4, language would be added allowing police more authority to detain and remove suspicious individuals, rendering trespassing as unlawful and punishable as a misdemeanor. This section had previously resulted in a misdemeanor but had been downgraded to an infraction, or ticketed offense. Although the police will not be able to patrol every park 24/7, they are able to focus on the known hot spots throughout the Parks system. They will also be able to close gates to the Parks after hours when Parks staff is unavailable.
  - 2) Gerry Sperling, Bob Anderson, and Jennifer Ogden support the resolution, siting the need to address violence in our parks and the safety of the public.
  - 3) Christina VerHeul expressed concern over the significant legal difference between an infraction and a misdemeanor and the possible legal implications which may affect someone's ability to gain employment. Hannah Kitz relayed that misdemeanors are often expunged in court before the charge is made against someone and goes on the record.

**Motion No. 4:** Greta Gilman moved to approve the resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code (SMC) 12.06A.040.

Gerry Sperling seconded Motion passed. (8-1)

D. The next scheduled meeting is 3:30 p.m. Nov. 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Recreation Committee: October 5, 2022, Sally Lodato

A. Action items: None - Canceled

B. The next scheduled meeting is 5:15 p.m. Nov. 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Riverfront Park Committee: October 10, 2022, Nick Sumner

- A. One of two action items was presented on the consent agenda.
- B. 2023 Riverfront Spokane fees and charges Jonathan Moog
  - 1) Mr. Moog reported the cost of labor and materials has increased significantly due to inflation, negotiated bargaining unit contracts, and a competitive labor market. The overall wages as compared between the 2023 proposed budget to the 2022 adopted budget has increased by 17.5% amounting to \$391,773. The proposed pricing adjustment for attractions would recover approximately \$215,000. Event venues pricing changes occurred in three categories 1) recover the direct cost of maintenance and sales; 2) services changes; 3) changing rental areas into different park zones. Mr. Moog highlighted specific pricing changes and noted the goal is to maintain affordability while ensuring attractions recover their costs. A 15% discount for private, non-profit events will be implemented.

**Motion No. 5:** Jennifer Ogden moved to approve the 2023 Riverfront Spokane fees and changes as presented.

Gerry Sperling seconded Motion passed with unanimous consent. (9-0)

- C. Berry Ellison gave a presentation outlining the progress and installation of the Seeking Place sculpture by artist Sarah Thompson-Moore. He noted the contractor (Terra Bella) has completed work and has left the site. Ribbon cutting is schedule for October 18 at 5:30 p.m.
- D. The next scheduled meeting is 4 p.m. Nov. 7, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Finance Committee: October 11, 2022, Bob Anderson

- A. Action items: The action item was presented on the consent agenda.
  - 1) Bob Anderson recapped Garrett Jones' 2023 budget update which was highlighted by change in the Risk Fund deficit payback. Garrett and City staff were able to switch from a single transfer in 2023 to a 5-year plan which helps reduce the plan 2023 budget deficit from over \$800,000 to about \$165,000.
- B. The next regularly scheduled meeting is 3 p.m. Nov. 8, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

#### **Development & Volunteer Committee**: Sept. 21, 2022 – Bob Anderson

- A. Action items: None
  - 1) Bob Anderson recapped Garrett Jones' and Rick Romero's EXPO+50 update. Garrett recapped a meeting of the marketing team, which was hosted by Greater Spokane, Inc., and Visit Spokane. The next meeting will focus on themes and event beginning and ending timeframe.
  - 2) Former Expo '74 planners have provided input for the 2024 celebration and stressed the need for a full-time employee to coordinate the event activities.
  - 3) Gonzaga students from the business and environmental sciences programs will assist with plans for activating the Spokane River.
- B. The October 19 meeting is canceled. The next regularly scheduled meeting is 3 p.m. Nov.16, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

#### 9. **Reports**

A. President: Jennifer Ogden – Jennifer gave a reminder of the October 24 special Park Board meeting

#### B. Liaisons

- 1. Conservation Futures Nick Sumner no report given
- 2. Parks Foundation Barb Richey The Park Foundation did not meet, and the fund balance is in your packet.
- 3. City Council Jonathan Bingle no report given
- C. Acting Director Jason Conley
  - 1) Merkel turf repair project is ahead of schedule.
  - 2) Fall recreation programs are having amazing attendance

#### 10. Executive session

A. None

#### 11. Correspondence:

A. Letters/email: None

12. **Adjournment**: The meeting was adjourned at 5:33 p.m.

#### 13. **Meeting dates**

A. Committee meeting dates:

Urban Forestry Tree Committee: 4:15 p.m. November 1, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Land Committee: 3:30 p.m. November 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Recreation Committee: 5:15 p.m. November 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Riverfront Park Committee: 4 p.m. November 7, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8 a.m. November 8, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Finance Committee: 3 p.m. November 8, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Development & Volunteer Committee: 3 p.m. November 16, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx

- B. Park Board: 10:00 a.m. October 24, 2022, Council Chambers, lower-level City Hall, and virtually via WebEx
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:

Jason Conley, Acting Director of Parks and Recreation



## **Special meeting of the Spokane Park Board Minutes**

10:00 a.m. Monday, Oct. 24, 2022 In-person in Council Chambers, City Hall, and WebEx virtual meeting Call in: 408-418-9388

Access code: 2489 379 4975

#### **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 - arrived 10:11

X Gerry Sperling

Barb Richey - Absent/Excused

X Hannah Kitz - arrived 10:08

X Kevin Brownlee

X Christina VerHeul

Jonathan Bingle - City Council liaison -

Absent

#### Parks staff

Jason Conley
Fianna Dickson
Nick Hamad
Al Vorderbrueggen
Jennifer Papich
Jonathan Moog
Kara Odegard
Angel Spell
Sarah Deatrich

Kris Behr

#### Guests

Kristen Angell **Carol Tomsic** Karen Mobley Sara Devins Charles Gurche Amy Dawley Erica Eizenga Jacob Eizenga Chad Mitchell David DeLong Terri Jones Sheila Evans Judith Gammon Nancy Schaub Cynthia Schroeder Alexandra Montague Mary Lou Johnson (call-in)

#### **MINUTES**

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

- 1. Roll call Jennifer Ogden
  - A. Meeting was called to order at 10:00 a.m. See above for attendance.

#### 2. Special discussion/Action item

- A. 2023 Parks Fund and Golf Fund budget Garrett Jones
  - 1) Garrett Jones presented the proposed 2023 budget, prepared with consideration of the uncertain economic climate.
    - a. Summarizing the 2022 1400 Fund began with a balance of \$3,619,550. The projected revenues exceeded the projected expenditures by \$789,489. There was a \$1.3M one-time investment transfer to Fund 1950 leaving a projected ending balance of \$3,109,039.
    - b. In 2023, the anticipated expenditures exceed revenues by \$164,818, however, with revenue stabilization and cash reserves, there will be an anticipated beginning fund balance of \$750,000 with comfortable cash reserves above this amount at \$578,760. Analysis of the Risk Fund determined underfunding over the last 5 years with a solution to spread out the underfunded amount over a three-

year period.

c. The Golf fund budget is reflecting the anticipation of four new 10-month full-time positions as well as an increase in revenue due to fee adjustments. Factoring the increased cost of services and charges as well as personnel, Golf is recommending a \$395,901 increase over 2022.

Hannah Kitz joined – 10:08 a.m. Sally Lodato joined – 10:11 a.m.

**Motion #1**: Jennifer Ogden moved to approve the 2023 Parks Fund and Golf Fund budget as presented.

Bob Anderson seconded.

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

#### 3. Public comment/Correspondence

- A. Regarding resolution selecting Lincoln Park as the location for an official south hill dog park:
  - 1) Kirsten Angell Parks Liaison, Downriver Neighborhood Council
    - a. Kirsten noted that input from the Parks Master Plan indicated 79% of respondents preferred preserving natural areas and sensitive habitat. She felt this is a conflict with dog park guidelines which indicated a preference for natural lands. As all three proposed sites are sensitive and natural areas, Kirsten spoke of her concern of the irreversible impact on the flowers, plants, and animals in the area. She would like the process to stop and begin again with reviews of sites made of turf and suggests the fenced greens around the lower Freya water tower.
  - 2) Carol Tomsic Chair, Lincoln Heights Neighborhood Council
    - a. Carol's concern is that the neighborhood council did not receive the feedback from the workshop; therefore, the residents were not informed and did not have time to comment. As such, Carol asked that the resolution be deferred.
  - 3) Karen Mobley Urban hiker, bird watcher, regular park user
    - a. Karen participates in birding activities, particularly at Lincoln Park which is closest to her residence. She feels the process was flawed, as dog owners were asked where they want a park, but users of the natural areas were not asked whether they want a dog park. She asks that a dog park be placed in a grassy area where ecology will not be disrupted.
  - 4) Kara Odegard City Council Manager of Sustainability Initiatives, on behalf of the Sustainability Action Subcommittee, Natural environment Workgroup
    - a. In addition to concerns previously voiced, Kara stressed the importance of Lincoln Park's ecological area, and that the placement of a dog park would conflict with the City's Sustainability Action Plan, Natural Environment section, Priority Action 8.2, "Prioritize evaluating biodiversity within City Natural Areas so that the risk species and habitats are protected through focused management actions". The group asks that natural areas be removed from the potential dog park site list. They also ask that the 'desired characteristics' list include "protects natural areas that support native biodiversity from being negatively impacted", and they recommend site ecological evaluation be added to the process. Kara offered the help and support of the Sustainability Action Subcommittee, Natural Environment Working Group in modifying the process and selecting another site.
  - 5) Sara Devins Lincoln Park neighborhood resident
    - a. Sara expressed her understanding of the need for a dog park to meet the needs

of dogs and dog owners. She cited the fragile and irreplaceable ecosystems and people's shared connection to nature and feels that dogs don't need a special area to run and play and meet other dogs and people. Sara asked that we take more time to measure what is important to the community.

- 6) Charles Gurche Spokane resident
  - a. Charles feels Lincoln Park, as one of Spokane's natural areas, makes Spokane a beautiful and memorable city. He mentioned the natural pond, and all the different flora and fauna and asked the Board to consider a dog park location other than the pristine and natural Lincoln Park.
- 7) Amy Dawley Neighbor of Lincoln Park, plant biologist, restoration ecologist, member of Sustainability Action Subcommittee, Natural environment Workgroup, dog owner
  - a. Amy's concern that dog park activities would degrade and could lead to permanent loss of native plants. She feels that diversity rich, native plant communities should be protected, and that ecological evaluations and considerations should be part of the dog park site selection process. Amy presented photos of the rare flora and fauna found in Lincoln Park.
- 8) Erica Eizenga Spokane resident
  - a. Erica does not live in the Lincoln Park neighborhood but frequently visits the park to walk in the nature. She opposes creating a dog park in Lincoln Park because of the impact it would have on the natural area. Erica strongly feels that we should conserve, not develop our natural areas.
- 9) Jacob Eizenga Spokane resident
  - a. Jacob strongly opposes the development of a dog park in Upper Lincoln Park and urged the Board to ask the Parks Department to submit more site proposals which include turf grass areas in developed parks. In Lincoln Park, Jacob has observed plant varieties which typically do not occur in the Spokane area. He is concerned that construction equipment would bring in noxious weed seeds.
- 10) Chad Mitchell Spokane resident, member of volunteer group, "South Hill Dog Park Board"
  - a. Chad stated that his group believes Lincoln Park to be the best choice given based on its size. He feels it is not an ideal solution would be amenable only after appropriate planning, and assurance that a dog park could successfully be integrated into the natural area.
- 11) David DeLong Spokane resident, daily dog park user
  - a. David feels that the replacement of the unofficial South Hill dog park is important for human socialization and fitness as well as for dogs. He feels Lincoln Park may not be the best solution for all of the previously stated reasons. David supports the City's effort in locating a site and stated he feels the natural area is an important feature of a dog park.
- 12) Terri Jones Neighbor of Lincoln Park
  - a. Terri agrees with most of the previous comments. She added that in addition to the loss of critical habitat for the plants, the animal population in the park would be negatively affected by removing trees and fencing the area. Terri stated the park is heavily used by people with and without dogs, and it does not appear to be useful to cause destruction at Lincoln Park as there are other, grassy areas which would not be harmed.
- 13) Sheila Evans Artist, birder, resident of Perry District
  - a. Sheila regularly walks to Lincoln Park because of the great diversity of birds, wildflowers, and wildlife. She feels the natural balance of the natural area would be negatively impacted by developing a dog park there.
- 14) Judith Gammon Neighbor of Lincoln Park
  - a. Judith enjoys the wildflowers in Lincoln Park in March. She listed several plants

and wildlife she has observed and photographed. Judith feels Upper Lincoln Park is an urban treasure which needs to be preserved.

- 15) Nancy Schaub Spokane resident, dog owner
  - a. Nancy uses the dog park several times per week, however, she does not feel dogs need a beautiful, natural area to run. She urges the Board to re-start the process to find a flat, wide-open space for dogs and people to play.
- 16) Cynthia Schroeder Spokane resident
  - a. Cynthia agreed with previous comments. She added the birds and flowers would be lost if a portion of Lincoln Park is made into a dog park. She encouraged the Board to reinvolve the community in a decision-making process for a dog park location.
- 17) Alexandra Montague Underhill Park neighbor
  - a. Alexandra does not feel beauty should destroyed for a dog park. She states there are ample grassy places for dogs to run.
- 18) Mary Lou Johnson Spokane resident
  - a. Mary Lou feels there was inconsistency between the Master Plan indicating a need to preserve natural area and the dog park guidelines which propose a natural area for a dog park site. She feels all potential areas should have been considered, not only natural areas. Mary Lou also feels using Lincoln Park is inconsistent with water conservation efforts and the timeframe is being used to push a decision which many do not support.
- B. Resolution selecting Lincoln Park as the location for an official south hill dog park / Lincoln Park (no cost) Nick Hamad
  - 1. Nick Hamad presented the proposed official south hill dog park site selection resolution and the relevant background information and process by which Lincoln Park was selected for recommendation to include the dog park.
    - a. Nick provided the schedule of events leading to the current site selection recommendation which dated back to November of 2019 and noted park staff has been actively working to identify a site since February of 2022. Nick provided background on the park master plan priorities related to both dog parks and land conservation and outlined the desired criteria for a regional/community dog park facility location. The preferred official south hill dog park would include an area of 7 or more acres with a natural feel on a walkable site which has off-street parking is fully fenced, has utilities (water and power) nearby, is buffered from nearby residences, and which can be constructed with limited impact on critical habitats (wetlands & shorelines).
    - b. Nick described how the preferred dog park characteristics were established through extensive literature review of other municipalities and including feedback from a local project advisory committee and local public survey. He described how those criteria were used to numerically evaluate every property owned by the City of Spokane (not just park lands). After excluding properties deemed incompatible with dog park placement criteria, it was determined that 16 potential properties are available which meet the criteria to accommodate an official south hill dog park within Spokane's District 2. The top 3 sites identified through the analysis include Underhill Park, Lincoln Park, and Hazel's Creek Stormwater Facility. Nick provided brief descriptions of the dog park concepts generated for each of the top 3 potential dog park locations and provided a summary of the public feedback gathered at the 4 open houses held to collect public input on the top 3 locations. Through public open houses, it was determined that the public does not support dog parks at either Underhill Park or Hazel's Creek but moderately supports a dog park at Lincoln Park. It was also noted that 27% of the public felt none of the top 3

- potential dog park locations were suitable for a dog park. As a result of the technical analysis and public feedback, staff recommended Lincoln Park as the location for the official south hill dog park.
- c. Nick then presented information on the need for balance between systemwide land conservation and development, noting that while there has been a 12.5% increase in park natural lands acquired since 2017, there has been no increase in dog park service, hence the need for additional dog parks. Nick overviewed the potential impacts of a dog park at Lincoln Park, indicating that the development of a dog park in Lincoln Park would reduce the area of park natural lands within the park itself by approximately 16%, within district 2 by approximately 1%, and across the park system by approximately 0.5%, while improving dog park service by adding one regional dog park facility. As there was potential impact on natural lands, Nick provided background on park natural lands, noting that District 2 holds 49% of all-natural land within the Spokane Parks system, and roughly 10 times the natural land of both Districts 1 and 3 combined. Nick also provided background on District 2 alternative dog park sites which were not studied in detail (sites ranked #4-#7 in the district), all of which are located within developed parks and all of which are 2.5 acres or less. These other alternatives are significantly smaller in size and do not meet the size required to be considered a regional/community dog park facility.
- d. It was noted that the resolution, if approved, would select Lincoln Park as the official south hill dog park location and commit to the improvement of parking facilities, access roadway, fencing, signage, surface improvements on trails and exercise areas, potable water, and a picnic area. If the resolution were to be approved, detailed plans would be developed and presented to the park board prior to construction. If the resolution were to be rejected, staff would explore other opportunities at smaller sites within district 2 and possibly explore larger sites identified within other city council districts as identified in the citywide dog park study.
- 2. Jennifer Ogden commended Nick on his hard work and professionalism.
- 3. Bob Anderson asked whether there is a plan to remove trees with concern for the bird population. Nick answered trees may be removed only as required to create parking space; however, they would actively work to preserve the trees that are there. All trees within the dog park itself are to remain and be protected.
- 4. Gerry Sperling expressed concern that more properties were not considered. She also asked whether the school district was opposed to another section or district. Nick stated Spokane Public Schools' concern is that there was a promise to provide an official South Hill dog park; therefore, under our partnership them, the school district would not likely be interested in funding a project in another district.
- 5. Nick Sumner offered his opinion that finding a site will always have opposition. He feels through our due diligence, Lincoln Park has been shown to be preferred of the choices. He feels we will be successful in building a dog park, causing minimal impact to the environment through the process. He would support the process with consideration of the public input as we move forward with design.
- 6. Greta Gilman noted that through the voting process, there was no choice for "none of these locations" or "alternate site" or similar response. Nick responded the voters were asked to submit a comment card if they felt no site was appropriate, to which Greta replied the comments were overwhelmingly against one or more of the sites. Greta feels the graphs are misleading for this reason. She also feels as the unofficial South Hill dog park was not within City limits and was not City Parks property, and as the unofficial dog park users want the official dog park in proximity, perhaps the City should try to partner with the County and find a location that does not disrupt existing

- City Parks.
- 7. Hannah Kitz asked that as we are limited by our agreement with Spokane Public Schools to provide funds for the development of the dog park, if the motion is denied, we advise the school board of all the public feedback that encourages them to consider providing funds for another location, whether it is near the South Hill or not.
- 8. Kevin Brownlee believes Lincoln Park currently has a large loose-dog issue. He is concerned for the environment there currently and feels that having a contained dog park may help mitigate broader damage.
- 9. Christina VerHeul requested clarification whether the new Riverfront Park dog park will be part of District 2, to which Nick responded that it is a part of District 2, though it primarily serves downtown Spokane.
- 10. Bob Anderson relayed that an evaluation of all City property, not only Parks property, revealed a limited number of properties the desired size of 7+ acres. After touring the selected locations, he feels Lincoln Park is the best option. He commented that dog parks are also a way for people to exercise and socialize. Considering the cost and the 2023 Parks budget, purchasing property is currently not an option.
- 11. Sally Lodato is not in favor of replacing existing park land though she is in favor of developing a regional dog park. She questioned whether the land must be 7 acres or if a smaller area may be considered and feels further evaluation and consideration of additional sites is necessary.
- 12. Nick noted the option of using a lower ranked site though most are between one and two acres. He also communicated the option of supporting a smaller Lincoln Park dog park.
- 13. Jennifer Ogden is not in favor of a dog park in Lincoln Park. She feels that Lincoln Park should be a protected natural area and wildlife sanctuary. Jennifer would like to see a future Park Board action item to designate Lincoln Park a protected area. She expressed appreciation to the Spokane Public Schools for their willingness to assist with development of a regional dog park and suggested several smaller neighborhood parks may be an option for replacement of the unofficial South Hill dog park.
- 14. Gerry Sperling stated her disagreement with the limitation to District 2 and hopes to see the restriction lifted to provide more options. She also shared her concern of the cost of maintenance after a park is built.

**Motion #2:** Jennifer Ogden moved to approve the resolution selecting Lincoln Park as the location for an official south hill dog park / Lincoln Park (no cost)

Bob Anderson seconded. The motion was rejected by a vote of 6-3.

4. **Adjournment**: The meeting was adjourned at 12:00 p.m.

Minutes approved by:

Garrett Jones

Garrett Jones, Director of Parks and Recreation

## CITY OF SPOKANE PARK AND RECREATION DIVISION OCTOBER 2022 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - NOVEMBER 10, 2022

#### **PARKS & RECREATION:**

SALARIES & WAGES	\$ 879,802.03
MAINTENANCE & OPERATIONS	\$ 808,102.91
CAPITAL OUTLAY	\$ 4,572.38
DEBT SERVICE PAYMENTS	\$ -
PARK CUMULATIVE RESERVE FUND	\$ 76,547.72
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 90,701.12
GOLF:	
SALARIES & WAGES	\$ 170,037.30
MAINTENANCE & OPERATIONS	\$ 204,503.87
CAPITAL OUTLAY	\$ 948.16
DEBT SERVICE PAYMENTS	\$ -
TOTAL EXPENDITURES:	\$ 2,235,215.49

# Spokane Park Board Briefing Paper



Committee	Land						
Committee meeting date	Nov 2, 2022						
Requester	Berry Ellison Phone number: 625-6276						
Type of agenda item	Consent ODiscussion OInformation Action						
Type of contract/agreement	New Renewal/ext. Lease Amendment/change order Other						
City Clerks file (OPR or policy #)	OPR 2022-0143						
Item title: (Use exact language noted on the agenda)	MTLA Addendum #1/Additional Services for Liberty Park Playground (\$10,802.00, no tax)						
Begin/end dates	Begins: 02/14/2022 Ends: 06/30/2023 Open ended						
Background/history:  MTLA's original design contract included concept drawings for value-added improvements such as restroom renovation and picnic pavilion upgrades. As concept drawings and estimates of probable cost were reviewed by Parks staff, MTLA was requested to offer a proposal for additional architecture and engineering services to complete design/bid drawings for the restroom renovation and pavilion upgrades.  After considering the scope, fee, and available design contingency funds, Park staff considers the added design work to be a wise choice.  Motion wording:  Move to approve MTLA Amendment #1 for additional design services for Liberty Park Playground in the amount of (\$10,802.00, no tax) from Park Capital Funds.  Approvals/signatures outside Parks:  (a) Yes							
	ompany: Michael Terrell Landscape Architects, PLLC						
Name: Michael Terrell	Email address: mterrell@mt-la.com Phone: 509 922-7449						
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:	nhamad@spokanecity.org						
Fiscal impact: Expenditure	Revenue						
Amount: 10,802.00, no tax.	Budget code: 1950-54920-94000-56522-48069						
Vendor:	New vendor						
Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - Qubit 603-368-643 Business license exp	W-9 (for new contractors/consultants/vendors  ACH Forms (for new contractors/consultants/vendors						

Updated: 10/21/2019 3:23 PM



### **MEMO**

**To:** City of Spokane Parks and Recreation Dept. **Attention:** Berry Ellison, PLA

From: Mike Terrell, PLA Date: 10/26/2022

Project: Liberty Park Playground MT-LA Project No: 22-007

City of Spokane Contract #: CR #23349 / OPR 2022-0143

**Re:** Additional Services #1 **CC:** File

#### Berry,

Per our discussion regarding architectural services for the restroom and shelter, I've reviewed our current scope of work and contract. Our current contract includes Task 3.0 Conceptual Design: Restroom/Shelter and Pavilion. Paul Harrington (ROMR Architecture) that would no long work on the project due to his concerns about the City of Spokane's Permitting process. ROMR has provided two invoices, invoice #2 is the final invoice for their work. Our contract with ROMR for Task 3.0 is for \$4,800.00. With 10% markup, Task 3.0 total is \$5,280.00. The following is the final status of ROMR's contract.

Invoice 2017-1 \$2,100.00 Invoice 2017-2 \$740.000 Total: \$2,840.00

This leaves \$1,960.00 remaining in the ROMR contract, this is available to apply to Galloway Architecture Laboratory's work to finalize the construction drawings for both the a. restroom/shelter and b. pavilion.

#### Galloway proposes the following:

- a. Restroom / Shelter
  - a. Site Verification, dimensioning, Construction Documents, Permitting and Responses

i. Architectural Services: \$3,500.00-\$1,960.00 = \$1,540.00

ii. Mechanical Engineering Services: \$2,200.00

b. Total: \$3,740.00

c. Total with MTLA markup (10%) \$4,114.00

Electrical Engineering (included in separately, see below)

- b. Picnic Shelter / Pavilion
  - a. Site Verification, dimensioning, Construction Documents, Permitting and Responses Time and Materials, Not to Exceed

i. Architectural Services: \$1,500.00
ii. Structural Engineering Services: \$1,080.00
b. Total: \$2,580.00

c. Total with MTLA markup (10%) \$2,838.00

Michael Terrell ■ Landscape Architecture, PLLC
1421 N. Meadowwood Lane, Suite 150 ② Liberty Lake, WA 99019
(509) 922-7449

www.mt-la.com

Member American Society of Landscape Architects

#### **Revised Contract:**

Task 3.0A Restroom / Shelter: Site Verification, dimensioning, Construction Documents, Permitting and Responses.

Fee: \$4,114.00 Including subconsultants and markup.

Change reflects amt remaining from ROMR contract (\$1,960.00)

Task 3.0B Picnic Shelter / Pavilion: Site Verification, dimensioning, Construction Documents, Permitting and Responses.

Fee: \$2,838.00 Including subconsultants and markup.

Task 5.0A Building Electrical (\$7,500 + \$750 = \$8,250.00) We previously had an allowance for KWR in Task 5.0 Construction Documents of \$4,400. This is included in their \$7,500, so there is only \$3,850.00 additional for the building electrical/lighting and design of the change to power service to the park.

Fee: \$3,850.00

#### **Summary:**

Sincerel

Principal

Current Contract Total: \$55,955.00

Task 3.0A: Restroom Arch. \$4,114.00 (includes markup and subconsultants)

Task 3.0B: Shelter Arch. \$2,838.00 (includes markup and subconsultants)

Task 5.0A Building / Site Electrical \$3,850.00 (includes markup)

New Contract Total: \$66,757.00 Includes markup

Please let me know if you have any questions.

# Spokane Park Board Briefing Paper



Committee	Land	
Committee meeting date	Nov 2, 2022	
Requester	Berry Ellison Phone number:	325-6276
Type of agenda item	Consent Discussion Information	<ul><li>Action</li></ul>
Type of contract/agreement	New Renewal/extension • Amendment/change	e order Other
City Clerks file (OPR or policy #)		
Item title: (Use exact language noted on the agenda)	Garco Construction, Inc., change order #3/Don Kardong Bridger (\$108,664.64, tax inclusive)	ge Rehabilitation
Begin/end dates	Begins: 04/28/2022 Ends: 07/01/2023	Open ended
the entirety of the bridge but estimate the bridge renovation budget. Thus As construction progressed, Park st considering available contingency further well within the project contingency.  Motion wording:	thetic site improvement. The abutments & piers are covered in graffiti. Park staff in the costs were in the hundreds of thousands of dollars, as the painting was omitted from the scope of the project taff negotiated a painting strategy & cost with the contraction and schedule, the scope and cost was determined to the	far exceeding prior to bid. actor. After d feasible and
(\$108,644.64, tax inclusive) from Park Ca	apital Funds.	roject
Approvals/signatures outside Parks:		
If so, who/what department, agency or c Name: Tim Hutton	• •	: 509 789-1514
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name:	nhamad@spokanecity.org dan.wolf@tdhengineering.com	
Fiscal impact:   Expenditure	Revenue	
Amount: \$108,644.64 (tax inclusive)	Budget code: 1950-54920-94000-56301-48063	
Vendor:		ıltants/vendors

Updated: 10/21/2019 3:23 PM

## CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. <u>03</u>

NAME OF CONTRACTOR: GARCO CONSTRUCTION, INC PROJECT TITLE: DON KARDONG BRIDGE REHABILITATION PROJECT NUMBER: 2022-0338 DESCRIPTION OF CHANGE: Item 1: Graffiti Removal/Cover \$ 108.644.64 **TOTAL AMOUNT:** \$ 108,644.64 CONTRACT SUM (INCLUDES SALES TAX) ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES) \$ 3,174,498.00 NET AMOUNT OF PREVIOUS CHANGE ORDERS 79.853.39 **CURRENT CONTRACT AMOUNT** \$3,254,351.39 CURRENT CHANGE ORDER (INCLUDES SALES TAX) \$ 108,644.64 **REVISED CONTRACT SUM** \$ 3,362,996.03 **CONTRACT COMPLETION DATE** ORIGINAL CONTRACT COMPLETION DATE 07/01/2023 **CURRENT COMPLETION DATE** 07/01/2023 **REVISED COMPLETION DATE** NA Contractor's Acceptance: Date: \_\_\_\_\_ City Approval: Date: \_\_\_\_\_

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

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

#### Item 1: Graffiti Removal/Cover





Serial Letter # 013

September 29, 2022

Dan Wolf TD&H Engineering 303 East 2nd Ave Spokane, WA 99202

RE: Don Kardong Bridge Rehabilitation – Graffiti Removal/Cover No Anti-Graffiti

The purpose of this letter to provide price options and material specification for the proposed graffiti removal on the existing girders:

Option 1 Pricing – Pier D, Exterior faces of Steel Girders (Span 5), NE Abutment Wall \$26,950.26

• Includes cleaning, painting (2-coats) over all concrete surfaces and exterior facing steel surfaces. Excludes underside and inside facing surfaces of girders.

Option 2 Pricing – per panel, flat surfaces of exterior faces of girders (over river), hand clean, paint to cover existing graffiti.

\$1,050.26/panel \$644.00/panel

\$406.26 total for access and support

Option 3 Pricing – Piers A/B/C – clean concrete, paint (excl. steel pier nosings) \$14,953.03/Pier

Option 4 – SW Abutment Wall – clean concrete, paint.

\$12,601.03

Due to the uncertainty of the weather and the product requirements for temperatures, Garco is requesting any needs for heating of the zones to be covered under force account means. Garco can provide a price for this if required.

Sincerely,

Tim Hutton, Project Manager

cc: Nick Hamad, City of Spokane Parks and Recreation Berry Ellison, City of Spokane Parks and Recreation

#### GRAFFITI REMOVAL/COVER - WITHOUT ANTI-GRAFFITI COATING

ITEM	LOCATION	QTY	PRI	CE	
Option 1	NE Abutment Wall, Pier D, Span 5	1	\$	26,950.26	\$ 26,950.26
Option 2	Spans 1-4, per panel	37	\$	644.00	\$ 23,828.00
Option 2	Garco Support	1	\$	406.26	\$ 406.26
Option 3	Piers A/B/C	3	\$	14,953.03	\$ 44,859.09
Option 4	SW Abutment Wall	1	\$	12,601.03	\$ 12,601.03
			TOTAL		\$ 108,644.64

# Spokane Park Board Briefing Paper



Committee	Land Committe	ee				
Committee meeting date	November 2, 2	022				
Requester	Nick Hamad		Phone number: 509.36	3.5452		
Type of agenda item	Consent	Discussion	Information	Action		
Type of contract/agreement	New ORe	enewal/ext. OLease	OAmendment/change orde	er Other		
City Clerks file (OPR or policy #)						
Item title: (Use exact language noted on the agenda)	1 West High D	rive access easement	agreement / High Drive Park (	no cost)		
Begin/end dates	Begins: 11/10/	2022 Ends:	$\checkmark$	Open ended		
Background/history:  A private residence was constructed on privately owned property located @ 1 West High Drive in 1975. At the time of construction, all appropriate building permits were secured by the property owner, and reasonable access improvements were made from the adjacent Right of Way (High Drive Parkway). At the time of a recent purchase and sale agreement for this private property, it was discovered that the City may own property between the private land and the High Drive Right of Way, land-locking the private property. It is unknown this occurred and may be due to a survey error, improper agreement recording or other unknown reason. As the city land in question has clearly been used for private access for over 40 years, and as the private property was properly permitted by the City, the private property owners and City Parks desire to enter into a no-cost access easement to permit access to the private property. Permitting such an agreement grants the private property legal access, allowing it to to be sold and does not impact public lands in any way. The agreement does require the private property owner to indemnify, defend and hold the City harmless for any injury claim arising out of the private use of the easement area.  Motion wording:  Motion to adopt access agreement with owners of 1 West High Drive (no cost)						
Approvals/signatures outside Parks:	Yes	● No				
If so, who/what department, agency or c Name: See Easement for Info		ees s: See Easement for I	nfo Phone:			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:						
Fiscal impact: C Expenditure	Revenue			ļ		
Amount: N/A		Budget code: N/A				
Vendor:		W-9 (for new ACH Forms (	v contractors/consultants/vendo for new contractors/consultants/ ertificate (min \$1 million in Gene	vendors		

Updated: 10/21/2019 3:23 PM

When recorded, return to:

Attorney William D. Eden
Douglas • Eden
717 West Sprague Avenue, Suite 1500
Spokane, Washington 99201-3923

#### **EASEMENT AGREEMENT**

Reference No.: N/A

Grantors: City of Spokane

Grantees:

Legal Description: (1) Ptn of SE¼ 31-25-43

(2) Ptn of the E1/2 of SE1/4 31-25-43

Assessor's Tax Parcel Nos.: (1) 35314.0008

(2) 35314.0009

THIS EASEMENT AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between THE CITY OF SPOKANE (hereinafter the "GRANTOR"), and CARL A. STEJER, dealing in his sole and separate property; SHARON A. REED, dealing in her sole and separate property; SHELLEY McDOWELL, dealing in her sole and separate property, and BRUCE E. OLGARD and SANDRA E. OLGARD, Co-Trustees of the Living Trust of Bruce E. Olgard and Sandra E. Olgard dated October 27, 2021, (hereinafter the "GRANTEE").

#### RECITALS

- A. GRANTOR and GRANTEE are uncertain who owns the property North of GRANTEE'S property to the High Drive Right of Way. Such property may be a portion of GRANTOR'S real property known as Spokane County Parcel Number 35314.0008, as more fully described on Exhibit "A" attach hereto (the "Burdened Property"). GRANTEE owns certain real property known as Spokane County Parcel Number 35314.0009 which is more fully described on Exhibit "B" attached hereto (the "Benefited Property").
- B. Without determining the ownership, the parties desire to ensure access from High Drive Right of Way to GRANTEE'S property by creating an easement for ingress, egress and landscaping over a small portion of the Burdened Property as described on Exhibit "C" (the "Easement")

- **NOW, THEREFORE**, in consideration of the mutual benefits, and the mutual covenants and purposes herein stated, and for consideration of granting Easement, GRANTOR and GRANTEE agree as follows:
- 1. GRANTOR, and its successors and assigns, hereby conveys and grants to GRANTEE, subject to the terms contained herein, a perpetual, free, continuous and uninterrupted use, liberty, and privilege to use and enjoy the Easement as more fully described on the attached Exhibit "C", for the purpose of ingress, egress and landscaping by GRANTEE, its successors and assigns.
- **2.** Neither GRANTOR nor GRANTEE shall erect any improvements or other facilities upon the Easement which may impair the access to GRANTEE over and across such easement.
- **3.** GRANTOR hereby grants to GRANTEE the right to permit the GRANTEE, GRANTEE'S invitees, guests, and others of the general public coming on the premises to utilize the Easement, it being the intention of the parties hereto that such persons shall have free access to, upon, and over the Easement for ingress and egress purposes.
  - **4.** GRANTEE will maintain the Easement in an all-weather surface condition.
- **5.** This Easement shall be ONLY for the limited purpose of access, ingress, egress, and landscaping to and from GRANTEE'S property.
- **6.** GRANTEE shall defend, indemnify, hold and save the GRANTOR harmless from any activity, work or thing done, permitted or suffered by GRANTEE in or about the Easement, except to the extent such claim resulted from the act or omission of GRANTOR in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of GRANTEE, its agents or contractors.
- **7.** Said Easement shall bind and inure to the respective benefit of GRANTOR and GRANTEE. As used herein the terms GRANTOR and GRANTEE shall include the present and future owner or owners and mortgagees, their heirs, personal representatives, successors and assigns of GRANTOR'S property and GRANTEE'S property, respectively.
- **8.** This is an easement, not a license. The Easement and right-of-way granted hereby is for the benefit of the GRANTEE'S property and shall be appurtenant to and run with the GRANTEE'S property.
- **9.** It is intended that this Easement shall be construed as being an adequate, legally enforceable easement agreement pursuant to applicable standards of secondary marketing investors in the residential mortgage lending industry.
  - **10.** This Agreement shall be governed by the laws of the State of Washington,

and shall be performed in the State of Washington.

TO HAVE AND TO HOLD the above-described Easement forever for the uses, benefits, purposes and burdens herein set forth, the GRANTOR does hereby bind themselves, their representatives, successors and assigns to warrant and forever defend the said Easement and right-of-way against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTOR and effective as of the							Agreement
	GRANT	OR AN	ID GF	RANTEES:			
GRANTOR:				GRANTEE	S:		
CITY OF SPOKANE,							
By, Its		- -		CARL A. S	TEJE	ER	
Attest:				SHARON	A. RE	ED	
City Clerk				SHELLEY	McD	OWELL	
Approved as to form:					AND	RUST OF B SANDRA E	RUCE E. E. OLGARD
				By	EE. C	DLGARD, C	o-Trustee
Assistant City Attorney		-		By	RA E.	OLGARD, (	 Co-Trustee

STATE OF WASHINGTON )	
County of Spokane : ss.	
On this day of appeared and Spokane, the individual described	
GIVEN UNDER MY HAN certificate first above written.	ID AND OFFICIAL SEAL the day and year in this
	Notary Public in and for the State of Washington, residing at Spokane  My commission expires:
STATE OF WASHINGTON ) : ss. County of Spokane )	
appeared CARL A. STEJER, dea be the individual described in	, 2022, before me personally ling in his sole and separate property, to me known to and who executed the foregoing instrument and sealed the same as his own free and voluntary act and herein mentioned.
GIVEN UNDER MY HAN certificate first above written.	ID AND OFFICIAL SEAL the day and year in this
	Notary Public in and for the State of Washington, residing at Spokane My commission expires:

STATE OF WASHINGTON ) : ss		
County of Spokane )		
appeared SHARON A. REED, of be the individual described	of, 2022, dealing in her sole and separate pro in and who executed the foreg and sealed the same as her own poses therein mentioned.	operty, to me known to going instrument and
GIVEN UNDER MY Harbore written.	AND AND OFFICIAL SEAL the	day and year in this
	Notary Public in and for the Staresiding at Spokane My commission expires:	
STATE OF WASHINGTON):ss County of Spokane)	s.	
appeared SHELLEY McDOWE known to be the individual description.	of, 2022, ELL, dealing in her sole and sep cribed in and who executed the for and sealed the same as her own coses therein mentioned.	arate property, to me egoing instrument and
GIVEN UNDER MY Har certificate first above written.	AND AND OFFICIAL SEAL the	day and year in this
	Notary Public in and for the Staresiding at Spokane My commission expires:	te of Washington,

STATE OF WASHINGTON )	
: ss.	
County of)	
me BRUCE E. OLGARD and SAN of the Living Trust of Bruce E. Olg Trust that executed the foregoing be the free and voluntary act of	, 2013, personally appeared before IDRA E. OLGARD, to me known to be the Co-Trustees ard and Sandra E. Olgard dated October 27, 2021, the instrument, and acknowledged the said instrument to said corporation, for the uses and purposes therein at they were authorized to execute the said instrument
GIVEN UNDER my hand a above written.	and official seal the day and year in this certificate first
	Notary Public in and for the State of Washington, residing at Spokane My Commission Expires:

### EXHIBIT "A" LEGAL DESCRIPTION OF GRANTOR'S BURDENED PROPERTY

31-25-43 A portion of Southeast quarter described in deeds #410928 & 410929 Except that portion northerly of the northerly line of High Drive as established May 17,1951 by Document #32430B & 33860-1-B & Except that portion DAF; Beginning at the Northwest corner of Lot 13 of replat of Block 42 1st Addition to King Addition and the True Point of Beginning; thence South 75 feet; thence South 19° West 75 feet to a PT 16 feet West of SD West Line of Lot 13 replat of Block 42; thence South 150 feet; thence deflecting at an angle 97°42' to RT 104 feet; thence deflecting at an angle 82°7'30" to right 29 2.03 feet; thence deflecting at an angle 93°35'30" to right 120 feet to the Point of Beginning.

Situate in the City of Spokane, Spokane County, State of Washington.

## EXHIBIT "B" LEGAL DESCRIPTION OF GRANTEE'S BENEFITTED PROPERTY

That part of the East Half of the Southeast Quarter of Section 31, Township 25 North, Range 43, E.W.M., in Spokane County, Washington, described as follows:

Beginning at the Northwest corner of Lot 13 of Lot 13 of replat of Block 42, First Addition to the King Addition, according to the plat recorded ion Volume 1 of Plats, Page 47;

Thence Southerly along the West line of said Lot, 300.91 feet;

Thence deflecting through an angle of 97°42' right 120 feet;

Thence deflecting through an angle of 82°7'30" right 292.03 feet to a point on the South line of High Drive as same existed June 1, 1970;

Thence deflecting through an angel of 93°35'30" right and along a straight line 120 feet more or less to the Point of Beginning;

EXCEPT that portion of said property described as follows:

Commencing at the Northwest corner of said Lot 13 of replat of lock 42, First Addition to the King Commencing at the Northwest corner of said Lot 13 of replat of Block 42, First Addition to the King Addition;

Thence Southerly along the West line of said Lot 13 a distance of 75 feet to the True Point of Beginning;

Thence Southerly along the West line of said Lot 13 a distance of 225.91 feet;

Thence deflecting through an angle of 97°42' Right 16 feet to a point which is 16 feet measured perpendicularly from the West line of said Lot 13;

Thence Northerly on a line parallel to and 16 feet distance from the West line of said Lot 13 for a distance of 150 feet to a point;

Thence Northeasterly in a straight line to the True Point of Beginning.

Situate in the City of Spokane, Spokane County, Washington.

## EXHIBIT "C" LEGAL DESCRIPTION OF EASEMENT

All property owned by the City of Spokane lying northerly of the north line of Lot 13 of Replat of Block 42, First Addition to the King Addition, bounded on the east side and west side by the respective property lines of the property described in Exhibit "B" herein extended northerly to the High Drive Right-of-Way, in the City of Spokane, County of Spokane, State of Washington.

1		27								- 1 to 1		- •	9/-	ES DENC
SERVICE ADDRESS W. 1 High Drive 99203 S-1  LOY See legal in file BLOCK ADDITION  TAP ON High Drive Parkway Bernard AND Manita Blvd.  TAP SIZE 1"-03 SIZE AND 12" C. I. STREET BO' EXCAVATOR L WILCOX METER "-03 AND YES NOT bent Prival Not Stack W. 2211 Gloss 99205 Fa 6-1248  TAP INSTALLATION ORDER STREET BO' EXCAVATOR L WILCOX PREMARKS Lowell N. Stack W. 2211 Gloss 99205 Fa 6-1248  TAP INSTALLATION ORDER STREET BO' EXCAVATOR L WILCOX PROMISED BY GIVE TOWN BOTTON BLUSTYS GROWN BY GIVE TOWN BOTTON BLUSTY TOWN BETTER INSTALLATION ORDER STREET BO' METER BO' METER INSTALL	-00	25195	255 <b>-</b>	FOLIO N	RDER	LLATION O	INSTA	VICE	SER					MMENTS
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ARBITALLATION ORDER   SON		1 vel	ntto B	Ma		ord	Bern			uri V	e Parkw	rive	ah D	Hi
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55 /" PIPE (OFOSR   1/00 4/0 70 NUMBER 21(0/39(6) REG. S) (6)  / " CORP. " C / C420 4 9/ SET AT 000000  / " CURB COCK CT. C 6/12 8 70 METER OCCAIN NE COUNTY	175		<u>-100, 200</u> 1 - 100, 400, 200, 200				TNLO	AM	CODE	· 1	DESCRIPTION	D	<del>-  </del>	
/ / CORP.		SRI	pro	968	1/0/2	NUMBER 2			<del> </del>			- 6	// PIF	
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5% TO LABOR AT 10	1						80	2		-	CK AT	s. TRÚC	HRS	ستر
	50	3		RUCK AT	HRS: TR	/	75	<u> 43</u>		<u> </u>	OR AT	S, LABO	<del>- '</del>	2_
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	(1)		<b>3</b>							eregiali. Statistica		in eller Sterio	1947 (b. 9) 1956 (b. 1)	

A Committee of the Comm

CITY OF SP	OKANE APPLICATION
COMMERCIAL No. OF UNITS WATER DIVIS	
APPLICATION FOR WA	
SERVICE ADDRESS W. 1 High Drive 99203 S-1	APPLICATION /2/77
SERVICE ADDRESS W. 1 610H D11VB 99205 G-1	DATE 3/2/13
Lor <u>See lead in file</u> BLOCK	ADDITION
TAP ON High Drive Parkway BETWEEN Bernard	AND Monito 81vd.
TAP SIZE 1"-03 SIZE AND 12" C. I. STREET WIDTH	801 EXCAVATOR L Wilcox
METER 1"-03 ARB Vos INST. bsmt M	ETER URNISHED BY City FROM
Do not install meter until trench is OK'D	Firm. #258.00
REMARKS 1 04011 11. Stack W. 2211 Glass 99205	Fa 6-1248
I (we) hereby make application to have a sortice connection made and and regulations of the Water Division and to the Ordinances of the City of Stand fixtures, and the use of water, and to any rule,, regulations, and provision Ordinances that may hereafter be enacted by the City of Spokane, regulating	pokane, as they now exist regulating the installing of plumbing is that may hereafter be made by the Water Division, and to any
Where need exists, minimum sizes of services to buildings or subdivisions service to property outside the city limits shall not object to later annexation to	thereof, shall be set by the Water Division. Applicants for water the City of Spokane.
Service pipes shall be laid at least 4½ feet deep and must be inspected before covering. All "on the property" pipes 1½ inches in size must be of streamline type "K" copper, 1 inch and ¾-inch pipes time must be of soft annealed type "K" copper.	e) agree to disposit at this an estimated amount of \$ 258 malyai
	nd balance to palance to
Former address	ed by Sowell M. Stack bond
Liens Addr	essWerrII Blen
	Phone 24 6-12-82
34.	MY 5 75 4

031 100/80

# Spokane Park Board Briefing Paper



Committee	Golf Committe	e		
Committee meeting date	November 8, 2	2022		
Requester	Nick Hamad		Phone number: 50	9.363.5452
Type of agenda item	Consent	Discussion	○ Information	<ul><li>Action</li></ul>
Type of contract/agreement	ONew OR	enewal/ext. OLease	OAmendment/change	order <b>O</b> Other
City Clerks file (OPR or policy #)	OPR 2022-056	61		
Item title: (Use exact language noted on the agenda)		uction Group, Inc. Cons Renovation (\$8,243.54+	truction Change Order #3 ·tax)	3 / Downriver Golf
Begin/end dates	Begins: 11/10	/2022 Ends:	01/09/2023	Open ended
Background/history: Change Order #3 for the Downriver Golf Course Roof Renovation project, which: -Adds upper roof decking sheeting replacement to repair upper roof dry rot & previous damage. (items 2 & 3 of contractor PCO) -Add flood light electrical repair required to extend flood light circuit over top of new parapet wall. (item 1 of contractor PCO)				
Motion wording: Move to approve Fisher Construction Groin the amount of \$8,243.54, plus applicate		order #3 for the Downr	river Golf Course Roof Re	novation project
Approvals/signatures outside Parks:	<ul><li>Yes</li></ul>	○ No		
If so, who/what department, agency or c Name: Darrell Kidwell	• •	ss: ddk@fishercgi.com	Phone: 3	360.757.4094
	Elliali addres	ss. duk@lishercgi.com	Filone.	300.737.4094
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:		Mark Poirier Thea Prince		
Fiscal impact:   Expenditure	Revenue	!		
Amount: \$8,243.54+tax		Budget code: 4600-55100-94000-	56203	
Vendor:	•	W-9 (for new	v contractors/consultants/vo for new contractors/consult ertificate (min. \$1 million in o	ants/vendors

Updated: 10/21/2019 3:23 PM

# CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. 3

NAME OF CONTRACTOR: FISHER CONSTRUCTION GROUP

PROJECT TITLE: DOWNRIVER GOLF COURSE ROOF RENOVATION

CITY CLERK CONTRACT NUMBER: OPR2022-0561

\_\_\_\_\_\_

<u>DESCRIPTION OF CHANGE</u>: <u>AMOU</u>

Add Flood Light Electrical Repairs \$ 2,683.53 Add Upper Roof Deck Sheeting Replacement & Repair (dry rot ) \$ 5,560.01

\_\_\_\_\_

**TOTAL AMOUNT:** \$ 8,243.54

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 403,424.59
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 70,472.33
CURRENT CONTRACT AMOUNT	\$ 521,028.29
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 8,243.54
REVISED CONTRACT SUM	\$ 529,271.80

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	October 1, 2022
CURRENT COMPLETION DATE	November 14, 2022
REVISED COMPLETION DATE	November 18, 2022
Contractor's Acceptance:  City Approval:	Date: Date:
Attest:	City Clerk
Approved as to form:	Assistant City Attorney

## Change Order Request



SPOKANE DOWNRIVER GOLF COURSE ROOF - OPR 2022-

3225 N COLUMBIA CIR

Project #: 22F129-

Tel: Fax:

#### Change Order Request: 3

Date: 11/2/22

**To:** CITY OF SPOKANE PARKS AND RECREATION 808 WEST SPOKANE FALLS BLVD, FIFTH FLOOR

SPOKANE, WA 99201

From: DARRELL KIDWELL

Fisher Construction Group, Inc.

625 Fisher Lane Burlington, WA 98233

#### **COR Description**

Dry Rot, Electrical Repair

Required By	Days Req	COR Amount Requested

\$8,243.54

8,243.54

#### **COR Details**

Plywood Replacement, Flood Light Repair

Potential Change Order Detail
-------------------------------

PCO: 3	Reason	
PCO Description: Dry Rot , Electrical Repair		
Item Description	PCO Am	ount Requested
1 Electrical Repair at Flood Light		2,406.00
0.92% Insurance		24.46
0.47% B&O - State		12.47
10.00% Fee		240.60
	Total for PCO Item 1:	2,683.53
2 Additional Labor For Plywood Replacement 21 sheets replaced		1,520.00
0.92% Insurance		15.45
0.47% B&O - State		7.88
10.00% Fee		152.00
	Total for PCO Item 2:	1,695.33
3 Dry Rot , Electrical Repair		3,465.00
0.92% Insurance		35.23
0.47% B&O - State		17.95
10.00% Fee		346.50
	Total for PCO Item 3:	3,864.68

Total for PCO 3:





Approv	red By:			
Owner Signature:		Contractor Signature:		
Date:		Date:		
Name:	CITY OF SPOKANE PARKS AND RECREAT	Name: Fisher Construction Group, Inc.		



**To: Fisher Construction** 

ATTN: Darrell Kidwell

## **Downriver Golf Course**Change Order Request

McKinstry

P.O. Box 24567 Seattle, WA 98124 (206) 762-3311

Subjec	t:	Re-Route of Exterior Lighting Circuit	_	Date:	10/24/2022
Reference:				IcK JOB No:	123064-001
Scope:				McK CO #:	02
adddtion	of the roof	r flood light circuit to fit within the new roof footprint. Pre papapet wall, the exisiting wire and conduit cannot be con hin roof footprint. New conduit and wire will be requiquire	cealed on the roo	of. This cost is to	
		Total Amount of This Change Proposal	l: <u>\$</u>	2,406	
<b>√</b>	Detailed b	oreakdown attached	✓	Excludes all en	gineering costs
<b>√</b>	Work per	formed during regular hours unless noted otherwise		Work performe	d on expedited basis
<b>√</b>	Awaiting	written direction to proceed with this work		Work in Progre	ss
<b>√</b>		and Exclusions as listed in base contract Inclusion & Exclusions per above)		Work already o	ompleted
		g per your written direction on:	_	Proposal estimates expected at the	ated at labor rates e time of work
McKinstr	У		Accepted By:		
Chad Mu PM Nam		10/24/2022 Date			Date

The cost of this change includes only those direct costs which can be identified at this time. McKinstry reserves the right to modify the estimate if additional work not covered by this change is required. There are no impact, ripple or delay costs included. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays, or other causes beyond our control, we will submit those costs at that time.

	McKinstry CONSTRUCTION CHANGE ORDER COST SUMMARY					
PROJE	ECT NO.	PRO	OJECT NAME			
	123064-001		Downriver Golf	Course		
PROJE	ECT LOCATION					
Chang	e Order Proposal #	Title	25 N. Columbia Cir., Spokane, WA 99205 e			
Ū	. 02		Re-Route of Exterior L	ighting Circuit		
	RIPTION OF WORK					
LINE NO.	ver sheet for description.		EM A)	OMITTED WORK (CREDIT)	ADDED V	T)
				(B)	(C)	
1	LABOR				\$	1,672
	MATERIALS				\$	422
	EQUIPMENT					
4	SUBS				\$	-
6	PROJECT MANAGEMENT			\$ -	\$	93
7			TOTAL DIRECT COST ►	\$ -	\$	2,187
8			TOTAL INDIRECT COST ►	\$ -	\$	-
9		NE	ET INDIRECT COST (Line 8, Col. C - Col. B)		\$	-
10			NET DIRECT COST (Line 7, Col. C - Col. B)		\$	2,187
11	MARK UP ON SUBCONTRACTORS	<mark>/</mark> •	(Line 9)		\$	_
12	PROFIT ON INTERNAL 10.0%	<b>6</b>	(Line 10)		\$	219
13			TOTAL ►	\$ -	\$	2,406
14	COST PROPOSAL (Line 13, C	Col. C - Col. B)			\$	2,406
	CREDIT PROPOSAL (Line 13,			\$ -		
REMAI					DATE	
			Chad Murphy		10/24/2	2022



# Downriver Golf Course COP-02 - Re-Route of Exterior Lighting Circuit

#### 10/24/22

Electrical	Field Hours	Field	l Labor	Shop Hours	Shop La	bor	Ma	terial	Total	Quantity
Re-route of exteriour flood light circuit/conduit	18	\$	1,672	0	\$	-	\$	422	\$ 2,094	1
-	0	\$	-	0	\$	-	\$	-	\$ -	0
•	0	\$	-	0	\$	-	\$	-	\$ -	0
	0	\$	-	0	\$	-	\$	-	\$ -	0
-	0	\$	-	0	\$	-	\$	-	\$ -	0
-	0	\$	-	0	\$	-	\$	-	\$ -	0
Detailing	0	\$	-	0	\$	-	\$	-	\$ -	0
Shop burden	0	\$	-	0	\$	-	\$	-	\$ -	0
Field/Shop Supervision	0	\$	-	0	\$	-	\$	-	\$ -	0
Material Handling	0	\$	-	0	\$	-	\$	-	\$ -	0
Total Electrical	18	\$	1,672	0	\$	-	\$	422	\$ 2,094	
Total Construction	18	\$	1,672	0	\$	-	\$	422	\$ 2,094	
Mechanical Engineering									\$ -	
Project Management									\$ 93	
Total Project									\$ 2,187	

# Spokane Park Board Briefing Paper



Committee	Golf Committe	ee			
Committee meeting date	November 8, 2	2022			
Requester	Nick Hamad		Phone number: 363-	5452	
Type of agenda item	Consent	<ul><li>Discussion</li></ul>	Information	<ul><li>Action</li></ul>	
Type of contract/agreement	O New	Renewal/extension	Amendment/change ord	der Other	
City Clerks file (OPR or policy #)					
Item title: (Use exact language noted on the agenda)		Heritage Links Change 22,960.56+tax).	Order #5 / Downriver Golf C	ourse Irrigation	
Begin/end dates	Begins: June	9, 2022 Ends	: August 1, 2022	Open ended	
Background/history: Change Order #5 for the Downriver Golf Course Irrigation Renovation construction contract.  Change adds several items to the project scope of work, listed below: -Adds (2) extra contractor mobilizations, equipment rental, and lodging as required to make pipe connection to new irrigation water sourceAdds labor and equipment for point of connection drain valve.					
Motion wording: Move to approve Lexicon DBA Heritage Links change order #5 for the Downriver Golf Course Irrigation Renovation project (\$22,960.56+tax)					
<b>Approvals/signatures outside Parks:</b> If so, who/what department, agency or co	Yes ompany: Lexic	○ No con DBA Heritage Lir	ıks		
Name: Tim Hubbard		ss: timH@heritage-link		81.866.0909	
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:		Mark Poirier			
Fiscal impact:   Expenditure	Revenue	9			
Amount: \$22,960.56		Budget code: golf capital			
Vendor: • Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp		W-9 (for ne ACH Forms	w contractors/consultants/vend (for new contractors/consultan ertificate (min. \$1 million in Ge	ts/vendors	

Updated: 10/21/2019 3:23 PM

# CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. 5

	TOTA	L AMOUNT:	<u>\$22,960.56</u>
CO #10 - Additional mobiliza	ation to install irrigation point of conne	ction	\$22,960.56
DESCRIPTION OF CHANG	:============ <u>E</u> :	======= <u>AMOUNT:</u>	=======
CITY CLERK CONTRACT	Γ NUMBER: OPR2021-0222		
PROJECT TITLE:	DOWNRIVER GOLF COURSE I	RRIGATION F	RENOVATION
NAME OF CONTRACTOR	R: LEXICON DBA HERITAGE LIN	KS	

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 2,599,692.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 76,265.92
CURRENT CONTRACT AMOUNT	\$ 2,675,957.92
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 22,960.56
REVISED CONTRACT SUM	\$ 2,752,223.84

CONTRACT COMPLETION DATE			
ORIGINAL CONTRACT COMPLETION DATE	June 1, 2022		
CURRENT COMPLETION DATE	July 1, 2022		
REVISED COMPLETION DATE	August 30, 2022		
Contractor's Acceptance:	Date:		
Attest:	City Clerk		
Approved as to form:	Assistant City Attorney		

#### Change Order #8 - Mobilizations to Install Backflow Preventer



	Downriver Golf Course						
	Two Mobilizations to Install the Backflow Preventer	CONTRACTOR:		Heritage Links			
	Drain installation on 10" Standpipe						
	·	DATE:		October 10, 2022		0, 2022	
ITEM	DESCRIPTION	Quantities	Units	Un	nit Cost		Amount
1	Materials for added Drain Valve on standpipe to backflow device	1	LS	\$	500.00	\$	500.00
2	Labor and Equipment for added Drain Valve	1	LF	\$	850.00	\$	850.00
3	Mobilization Back into the jobsite (see notes below)	2	LF	\$	7,970.28	\$	15,940.56
4	Equipment Rental	1	LS	\$	3,500.00	\$	3,500.00
5	Lodging	1	LS	\$	1,500.00	\$	1,500.00
6						•	,
7							
8							
	SUB-TOTAL					\$	22,290.56
	PROJECT TOTAL					\$	22,290.56

	PROJECT TOTAL			\$ 22,290.
Notes:	The First mobilization was July 11, 2022. Our men and equipment were on site. The m notification the connection would not be ready. We then came back on July 27, 2022 to We added a drain valve to the stand pipe on the 10" discharge side of the backflow pre	complete the wo	•	days until we got
		<u> </u>		
	Approval Signature	Da	te	

# Spokane Park Board Briefing Paper



Committee	Golf				
Committee meeting date	November 8th 2	2022			
Requester	Mark Poirier		Phone number: 625	i-4653	
Type of agenda item	Consent	Discussion	○ Information	<ul><li>Action</li></ul>	
Type of contract/agreement	New Re	newal/ext. OLease	OAmendment/change of	order Other	
City Clerks file (OPR or policy #)	OPR2017-0808	3			
Item title: (Use exact language noted on the agenda)	5-year contract	extesion for Mark Gar	dner, dba Mark's Golf Inc.		
Begin/end dates	Begins: 01/01/2	2023 Ends:	12/31/2027	Open ended	
Background/history: Parks and Recreation issued a request for proposal (RFP) for a private contracting golf professional, at The Creek at Qualchan, for services for the years 2018-2022 (5 years). This agreement included an optional 5-year extension. Mark Gardner, dba Mark's Golf Inc., has completed his first 5 year term, and has formally expressed his option to continue with the 5-year renewal (2023-2027).					
Motion wording: To approve the 5-year contract extension for Mark Gardner, dba Mark's Golf Inc					
Approvals/signatures outside Parks:	O Yes	<ul><li>No</li></ul>			
If so, who/what department, agency or co			Dhana		
Name:	Email addres	S:	Phone:		
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Mark Poirier Grant Management Department/Name:					
Fiscal impact: C Expenditure	Revenue				
Amount:		Budget code:			
Vendor: Existing vendor	New vend	or			
Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp	•	ACH Forms (f	contractors/consultants/ver for new contractors/consulta rtificate (min. \$1 million in G	nts/vendors	

Updated: 10/21/2019 3:23 PM



# The Creek at Qualchan Golf Professional Contract Extension

Golf Committee Meeting
November 2022





## Mark Gardner, PGA – The Creek at Qualchan Contract Timeline

- The Parks and Recreation Department entered a 5-year contract, with the optional 5-year extension, with Mark Gardner in 2018 for The Creek at Qualchan Golf Course. This was competitively bid through a request for proposal (RFP).
  - Mark has been a partner with Spokane Parks and Rec for 33 years, with 30 of those years being spent as the first and only Head Professional/Director of golf, at The Creek at Qualchan.
- On December 31<sup>st</sup> of 2022, the first contract agreement will expire. Mark Gardner has exercised his option, to extend for an additional 5 years of service. (2023-2027)





# Mark Gardner/City of Spokane Accomplishments (past 5 years)

- ✓ 10% increase in rounds over the last 5 years
- ✓ Indoor simulator league customer engagement
- ✓ Junior Golf
- ✓ Player Development
- ✓ Capital Improvements
  - Painted pro-shop/clubhouse
- ✓ Amenity Upgrades
  - New restaurant furniture, new dishwasher, new carpet in pro-shop, sealed concrete, parking lot re-stripe (5 years ago)





#### **PNW PGA Hall of Fame**

- Inducted spring 2022
- Served 18 years in IEPGA Chapter governance
  - 3 terms as president
  - Chairing 4 committees
- 10 years on PNW Section board of directors
- 1988 Section Champion
  - Qualified for PGA Championship
- 10-time participant in Hudson Cup/Senior Hudson Cup
- 7-time IEPGA Chapter player of the year
- Co-founder of IEPGA Assistants Championship
- Co-founder of the Rosauers Open Indian Canyon
- Hosted WIAA State HS championship 10 times
- Hosted USGA US Amateur Pub Links qualifier 3 times
- Co-founder of The First Tee of the Inland Northwest







### **Revenue to Parks and Rec (Golf Fund)**

- 1% of gross receipts—driving range
- 1% of gross receipts—rental carts
- 1% of gross receipts—Pro Shop sales
  - 50% of P&R golf lessons
- 40% of gross receipts—facility rentals.
- 80% of gross receipts—course rentals (wedding)
- 100% of green fees until incentives are reached





### **Revenue to Golf Professional**

- 99% of gross receipts—driving range
- 99% of gross receipts—cart rentals
- 99% of gross receipts—Pro Shop sales
- 50% of fee per person P&R lessons
- 20% of gross receipts, facility rentals
  - 100% of food and beverage sales
- 0% of greens fees until incentives are reached

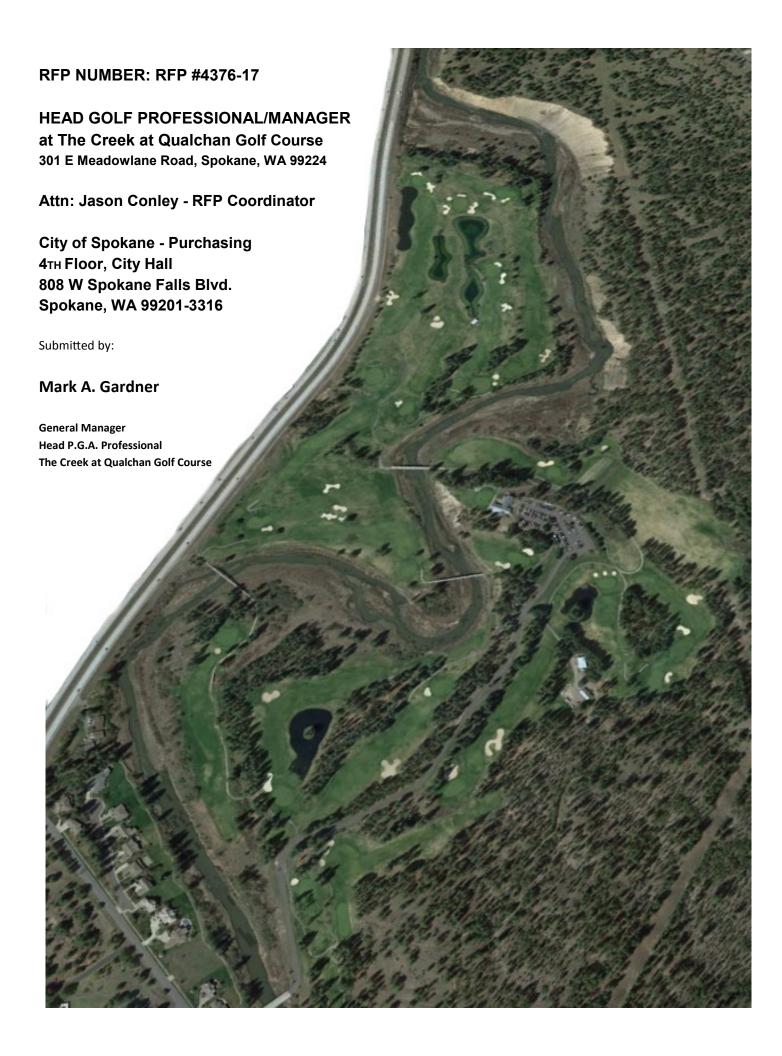




# Recommendation

Approve 5-year contract extension for Mark Gardner, dba Mark's Golf Inc; January 1<sup>st</sup>, 2023 through December 31<sup>st</sup>, 2027.





#### 4.2 LETTER OF SUBMITTAL





1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom a contract would be written:

Mark's Golf Inc.
301 E Meadowlane Rd
Spokane, WA 99224
509-448-9317
509-448-2240 Fax
mgardner@spokanecity.org
Mark A. Gardner, President

2. Legal status of the Golf Professional (sole proprietorship, partnership, corporation, etc.):

Corporation

3. Location of the facility from which the Golf Professional would operate:

301 E Meadowlane Rd. Spokane, WA 99224

4. Identify any current or former City employees employed by or on the Golf Professional's governing board as of the date of the Proposal or during the previous twelve (12) months:

No previous or current City employees employed or on the governing board.

5. Acknowledgement that the Golf Professional will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

Mark A. Gardner	Date



August 8, 2017

Mark A. Gardner 301 E Meadowlane Rd Spokane, WA 99224

Jason K. Conley Executive Officer Spokane Parks and Recreation 808 W. Spokane Falls Blvd. Spokane, WA 99201

Dear Jason K. Conley:

I am writing in response to your Request for Proposals #4376-17 for a Head Golf Professional/Manager at The Creek at Qualchan Golf Course.

After reading your RFP, I am confident that my experience, skills and passion for growing revenues at a public facility will continue to be a perfect match for Qualchan and the City of Spokane Golf Fund.

I bring a broad range of successful and award winning programs, including:

- Growing Men's and Ladies Clubs
- Junior Programs
- Tournament Operations
- 28 years of experience working with Spokane City Staff and Park Board
- Award winning developing and retaining new players programs
- Award winning Golf Shop merchandising skills
- Golf Cart Fleet Management
- 31 years of Food and Beverage experience.

I would welcome the opportunity to further discuss this position with you and your committee. If you have questions or would like to schedule an interview, please contact me by phone at 509-448-9317 (w), 509-230-9156 © or by email at mgardner@spokanecity.org.

I have enclosed my RFP for your review, and I look forward to discussing the position with you.

Sincerely,

Mark A. Gardner Manager & Head PGA Professional The Creek at Qualchan Golf Course

PGA Professional - 1984

DAVID A. CONDON MAYOR



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

July 28, 2017

#### **ADDENDUM NO. 1**

#### Bid #4376-17 Head Golf Professional at The Creek at Qualchan Golf Course

This Addendum is being issued to provide questions/answers that have been asked.

- 1. **Question:** Besides the financial information provided, what data is available for the other 3 City courses?
  - **a. Answer:** Meeting minutes of the golf committee are available on the Park Board website. Minutes of the golf committee include financials. Reference this link <a href="https://my.spokanecity.org/bcc/boards/spokane-park-board/">https://my.spokanecity.org/bcc/boards/spokane-park-board/</a>
- 2. **Question:** Can you please identify the Minimum Qualification section of the "PGA Certified Member"?
  - **a.** Answer: Must be a PGA member classification of "A".
- 3. **Question:** You wouldn't happen to have any rounds of golf data that goes with the financials that were in the RFP package.
  - **a. Answer:** Meeting minutes of the golf committee are available on the Park Board website. Minutes of the golf committee include financials. Reference this link <a href="https://my.spokanecity.org/bcc/boards/spokane-park-board/">https://my.spokanecity.org/bcc/boards/spokane-park-board/</a>
- 4. **Question:** Is it possible to obtain the public records of revenues of the past 5 years of the other city course contracts and the Golf Professional's contract arrangements?
  - **a. Answer:** Meeting minutes of the golf committee are available on the Park Board website. Minutes of the golf committee include financials. Reference this link <a href="https://my.spokanecity.org/bcc/boards/spokane-park-board/">https://my.spokanecity.org/bcc/boards/spokane-park-board/</a>
- 5. **Question:** Business / Liquor License- Will you be accepting proposals from applicants who are in the process of researching these licenses?
  - a. Answer: Yes
- 6. **Question:** Will the new contractor be purchasing existing equipment from the current contractor or from the city?
  - **a. Answer:** The City owns the tables and chairs inside the food service area (92 chairs and 23 tables), two walk in coolers, the grill and fryer, 2 sandwich refrigerators, dishwasher

and the counter in the pro-shop. These will be made available for the next contract period. The current golf professional owns the remaining equipment and furniture.

- 7. **Question:** Do you know if the merchandise revenue numbers provided with the RFP are pre/post COGS?
  - **a. Answer:** The numbers provided are before tax sales of merchandise.
- 8. **Question:** Do you have available a report of expenses such as utilities, waste management, etc.? Are these expenses shared or solely one or the others?
  - **a. Answer:** The City pays most utility expenses. The pro is responsible for solid waste related to the clubhouse and concessions.
- 9. **Question:** Leasehold Improvements of Clubhouse.
  - **a. Answer:** Historically, Parks and Recreation will determine the value of any improvement and will establish a depreciation schedule, where if the Pro leaves prior to the total depreciation of the improvement, Park and Recreation will purchase the remaining value.
- 10. **Question:** Infrastructure on Building (Fiber, electric heat, plumbing, air conditioner)
  - **a. Answer:** The City is responsible for all major infrastructures on its buildings.
- 11. **Question:** Insurance (Forest Fire, Lost Revenue, Mother Nature)
  - **a. Answer:** The City does not insure the golf professional against acts of nature as the City will experience a revenue loss anytime the course is closed.
- 12. **Question:** Waste? Rubbish
  - **a. Answer:** The professional is responsible for Solid Waste fees at the Clubhouse.
- 13. **Question:** Credit Cards/ Point of Sale. Who owns?
  - **a. Answer:** The City provides the Point of Sale for the Pro-Shop. The City is under contract with Club Prophet Systems. The City is willing to consider a pro using this same Point of Sale system for the restaurant/concessions area. The City pays the credit card fees for green fees only.
- 14. **Question:** B.O. Tax?
  - **a. Answer:** The City pays the B.O. tax associated with green fees. The pro will be responsible for any other taxes.
- 15. **Question:** Property Taxes?
  - **a. Answer:** The pro will be responsible for the leasehold excise tax (RCW 82.29A). Estimate \$2,200 annually for this tax.
- 16. **Question:** What is the minimum wage in Washington State?
  - **a. Answer:** Currently \$11.00 per hour.
- 17. **Question:** Do you have photos of the golf course available?
  - **a. Answer:** A virtual tour is available on Google.

https://www.google.com/maps/place/The+Creek+at+Qualchan+Golf+Course/@47.6095084,-117.4113294,3a,75y,266h,90t/data=!3m8!1e1!3m6!1s8aDgcN38MUcAAAQo8bXf5Q!2e0!3e13!6s%2F%2Fgeo3.ggpht.com%2Fcbk%3Fpanoid%3D8aDgcN38MUcAAAQo8bXf5Q%26output%3Dthumbnail%26cb\_client%3Dsearch.TACTILE.gps%26thumb%3D2%26w%3D234%26h%3D106%26yaw%3D266.35336%26pitch%3D0%26thumbfov%3D100!7i9000!8i4500!4m5!3m4!1s0x549e22dad17e2ca7:0xbda38

#### 71c92cbf91d!8m2!3d47.6092828!4d-117.4114469

Thea	Prince
Thea P Purcha	
PLEASE NOTE:	A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.
	The undersigned acknowledges receipt of this Addendum.
	Company
	Authorized Signature

DAVID A. CONDON MAYOR



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

July 31, 2017

#### **ADDENDUM NO. 2**

Bid #4376-17 Head Golf Professional at The Creek at Qualchan Golf Course

This Addendum is being issued to provide questions/answers that have been asked.

- 1. Question: Can you provide annual rounds played at Qualchan?
  - a. **Answer**: (2007) 38,999 (2008) 36,391 (2009) 34,927 (2010) 35,378 (2011) 32,078. (2012) 34,986 (2013) 35,136 (2014) 33,703 (2015) 38,385, (2016) 36,145.
- 2. **Question**: What is the size of the maintenance staff? Are they union employees?
  - a. **Answer:** The maintenance staff consists of City of Spokane employees and is part of the Local 270 union. Two full time staff and 7 temp-seasonal staff work at Qualchan.

Thea Prince

Thea Prince Purchasing

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

The undersigned acknowledges receipt of this Addendum						
Company						
Authorized Signature						

DAVID A. CONDON MAYOR



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

August 11, 2017

#### **ADDENDUM NO. 3**

#### Bid #4376-17 Head Golf Professional at The Creek at Qualchan Golf Course

This Addendum is being issued to provide questions/answers that have been asked.

- 1. **Question**: Where are the golf professional carts stored in the off-season?
  - a. **Answer**: The carts have historically been stored in 3 areas. (1) In the basement of the pro-shop. (2) Inside the restaurant. (3) In a portion of the maintenance shop.
- 2. Question: What are the current staffing levels of the pro-shop and the restaurant?
  - a. **Answer.** The pro-shop must be staffed with at least two (2) people during "prime time" to meet without delay, the needs of the golfing public, unless there is inclement weather and the professional determines that one (1) staff member is sufficient. "Prime time" shall be described as 7:00am to 5:00pm April 1 through October 1. The pro shop must be open and staffed no later than daylight at all times during the golfing season. The professional is responsible for the operation, management and supervision of the food and beverage concessions and the restaurant, including on-course sales. The professional is responsible to provide routine maintenance and janitorial services for the pro shop and restaurant.
- 3. Question: Is there electricity at the driving range?
  - a. **Answer:** Yes, power is available to the driving range.
- 4. **Question**: Why was the electrical schematic included in the RFP?
  - a. **Answer:** In the past, there have been requests to provide construction documents and as-built documents related to the facilities of the course. These were provided as a courtesy.

Thea Prince

Thea Prince Purchasing

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

The undersigned acknowledges receipt of this Addendur					
Company					
Authorized Signature					

#### **TABLE OF CONTENTS**



Table of Contents

#### 4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by the Golf Professional.

#### TAB TECHNICAL PROPOSAL

4.3 The Technical Proposal with a comprehensive description of services including the following elements:

#### 4.3.1 - 4.3.13

Detailed business plan and schedule for implementing the contract with following elements:

Operation and Renovations of: Pro Shop, Restaurant and Clubhouse.

WA. ST. Business and Liquor Licenses.

Recruitment and training of staff with organizational chart.

Golf carts (60) five (5) years or newer for public rental.

Pro-Shop merchandise and driving range operations plan.

Relationship building with the existing golf course superintendent and maintenance staff.

Potential off-season activities.

Additional details necessary to be fully operational by February 15, 2018.

Proposed operating and capital budget for years 2018-2022 (incorporating proposed revenue projections below).

#### TAB MANAGEMENT PROPOSAL

#### 4.4 A EXPERIENCE OF THE GOLF PROFESSIONAL

- 4.4.A.1 Career Resume'
- 4.4.A.2 Experience leading golf lesson instructional programs.
- 4.4.A.3 Evidence of current PGA certification program.
- 4.4.A.4 Organizational chart of your proposed team.
- 4.4.A.5 Detailed list of contracts during the last five (5) years that relate to ability to perform the services needed under this RFP.

#### 4.4 B REFERENCES

Three (3) business references and the type of service provided.

#### 4.4 C RELATED INFORMATION

- 4.4.C.1 List of contract terminated for default in the last five (5) years, describe the incident.
- 4.4.C.2 Submit full details of the terms for default.

#### 4.4.D FINANCIAL INFORMATION

Letter of credit with approved credit available for business startup or continuation costs.

#### 4.4.E LITIGATION/LIENS

- 4.4.E.1 Litigation: Current/pending litigation, settled or disposed within the past five (5) years.
- 4.4.E.2 Liens: Current/pending liens, settled or disposed of within the past five (5) years.

#### TAB REVENUE SHARING PROPOSAL

4.5 five (5) year revenue plan with Category, Revenue Sharing between City Golf & Golf Professional.

# THE SPOKESMAN-REVIEW

## Loose moose, O'Dea golfer have close encounter at 3A Boys tournament in Spokane

A Male calf approaches O'Dea golfer during play at The Creek at Qualchan Golf Course in Spokane, then disappears during the first day of the Class 3A state Boys golf tournament at The Creek at Qualchan Golf Course in Spokane.



# THE SPOKESMAN-REVIEW

## Trevino To Play In Pro Classic Golf's All-Time Money Leader Will Come To Spokane In July



The date and site of the Pro Classic have changed, but tournament director Toby Steward's commitment to lure at least one of golf's biggest names to Spokane each year has not.

And even though his original plan to bring in "The King" was scuttled when Arnold Palmer underwent surgery for prostate cancer earlier this winter, Steward came up with a remarkable save.

He announced Tuesday afternoon that this year's two-day Classic, which will be staged July 20-21 at the Creek at Qualchan Golf Course, will feature Lee Trevino, professional golf's all-time leading money winner with over \$9.5 million in earnings from the PGA and Senior PGA Tours.

He will join a field of between 16 and 20 Senior PGA Tour members for the Pro-Am Tournament on Monday, July 21, and the six-hole \$10,000 Shoot-out that will follow. In addition, Trevino will hold a clinic following the pro-am event.

"I'm thrilled about the change of venue," Steward said, noting that Qualchan will be more "spectator friendly" than the hilly, treelined terrain of Indian Canyon. "It will be easier walking than last year and accessibility will be much better."

# Rodriguez To Head Field For Pro Classic Popular Senior Tour Fixture Will Be In Town For July 26-27 Event

Steward officially concluded a fouryear quest Monday afternoon by announcing that Senior PGA Tour star Chi Chi Rodriguez will headline this year's fifth-annual Pro Classic golf event at The Creek at Qualchan Golf Course on July 26 and 27.

Steward, director of the Classic, which features the \$10,000 Tidyman's Shootout and benefits local charities, said he has been working for four years to land Rodriguez as the marquee player in his event.

This year's event will once again be limited to a gallery of 4,000, Steward said. Featured events on Sunday's opening day of the Classic will include a junior championship, the Yamaha Invitational Pro-Am, the Washington Water Power Kid's Clinic and the traditional trick-shot clinic by Brue.







#### Business plan and schedule for implementing the contract

#### 4.3.1 Occupation of the Pro-Shop

I will contact and confirm Bookings and Tournaments before the 2017 season is over. Confirm spring 2018 orders for clothing, shoes, clubs, bags, etc. Use the same key that I have used for the past 25 years to open for business. ...





August 9, 2017

Jason K. Conley XO, Parks and Recreation 808 W. Spokane Falls Blvd. Spokane, WA 99201

Dear Jason,

Please accept this letter as a strong endorsement of Mark Gardner for the open position of Manager/Head PGA Professional at The Creek at Qualchan GC. I am an independent golf sales representative with Antigua, Sun Mountain, Imperial and Range Servant throughout Oregon, Washington, North Idaho and Western Montana.

I have had the pleasure to work with Mark since he was the GM/Head PGA Professional at Twin Lakes Village back in 1989. He has proven himself to be one of the finest Head PGA Professional that I call on. He has handled his accounts extremely professional and I always enjoy my visits to The Creek at Qualchan to work with Mark and his staff. His golf shop is always well stock with a wide range of quality merchandise and they display it nicely. As evidence of his many Merchandise of the Year Awards that he has received.

It is without hesitation that I would recommend you retain Mark Gardner at Qualchan and I know that he is the best candidate to grow its popularity to even higher levels. Please feel free to contact me with any question you might have regarding Mark's ability to operate a public golf facility. You can reach me at 503-645-5595 w or 503-539-4369 c anytime.

Sincerely,

Grant Holcomb Sales Representative Antigua, Sun Mountain, Imperial Headwear and Range Servant 405 NW 167th Ave. Beaverton, OR 97006







#### 4.3.2 Pro Shop - Renovations

Immediately - start with new carpet, paint and accent finishes.

I have new displays and accessories on hand and ready for merchandise for the 2018 season and continued commitments from the top vendors in the golf industry to maintain the Pro Shop at a top tier level without disruption.





John Johnson Taylormade / Adidas Golf Company 4893 N. Papago Pl. Boise, ID 83713

August 8, 2017

Jason K. Conley Spokane Parks & Recreation Department Spokane, WA

Dear Jason K. Conley,

I am writing to make you aware that Mark Gardner is a key customer in the northwest for the Taylormade / Adidas Golf Company.

 $\label{lem:mark-law} \textbf{Mark has been a top retailer in my territory and I have worked with him for more than eleven years.}$ 

The Qualchan Pro Shop is one of the best stocked pro shops I call on in my three state territory. Their selection is very impressive and even more so when you realize they are a public golf course.

I am confident he will continue to keep his pro shop at the Top Tier level for years to come.

Sincerely,

John Johnson Taylormade / Adidas Golf Company Territory Manager ID, MT, WA







#### 4.3 TECHNICAL PROPOSAL

#### Business plan and schedule for implementing the contract

#### 4.3.3 Restaurant Renovations – Patio.

The Creek at Qualchan has grown in popularity since it's opening in 1992. Most recently, Golf Course Gurus ranked it # 70 in their Top 100 Public Golf Courses.

A golf course's popularity isn't limited to the tees, fairways and greens. So in 2017, I made a commitment to elevate our food and beverage area starting with hiring Ryan Corigliano as our Restaurant Manager.

Ryan's past experience at Remedy, Ferrante's and Backyard helped him craft a menu that doesn't give our guests a meal, it gives them an experience.

The rave reviews continue to come in for our breakfast, lunch and on-course event banquets. Street tacos, Banh Mi and pulled pork sliders are just a few of the new menu items that have become so popular.

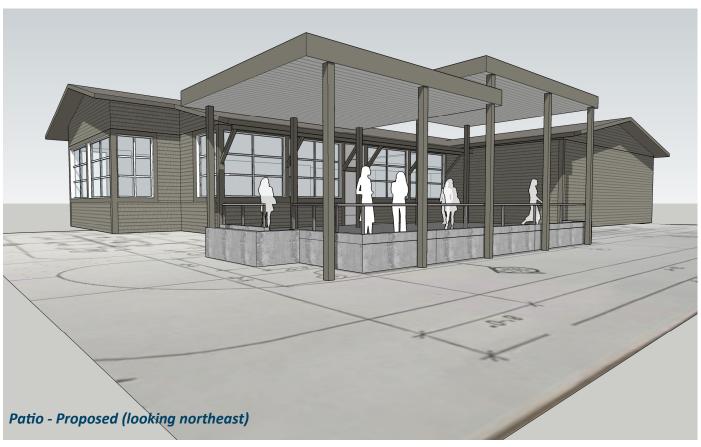
I know that more positive experiences on the restaurant and patio side will increase our number of rounds. In 2018, I want to take advantage of a grossly under utilized patio.

With the new patio designs, we can create a great setting after your round or for those non golfers to enjoy some time with friends after work or on the weekends.

You can relax and enjoy the on-course views, the abundant wildlife or the slow-moving Latah Creek that winds from Idaho, through the Palouse and to the Spokane River.

- 67. Redlands Mesa Golf Club (Jim Engh 2001, Grand Junction, CO)
- 68. Circling Raven Golf Club (Gene Bates 2003, Worley, ID)
- 69. The Links at Crowbush (Thomas McBroom 1994, St. Peters, PEI, Canada
- 70. The Creek at Qualchan (William Robinson 1992, Spokane, WA)
- 71. Bulle Rock (Pete Dye 1998, Havre de Grace, MD)
- 72. The K Club (Arnold Palmer 1991, Straffan, IE)
- 73. Cog Hill Golf and Country Club (Dubsdread) (Dick Wilson 1964, Lemont,
- 74. Trump International Doonbeg (Greg Norman 2002, Doonbeg, IE)
- 75. Headwaters Golf Club at Teton Springs (Gary Stephenson/Steve Jones/By
- 76. The Bull at Pinehurst Farms (Jack Nicklaus 2003, Sheboygan Falls, WI)







#### 4.3.3 Restaurant Renovations – Patio







#### Business plan and schedule for implementing the contract

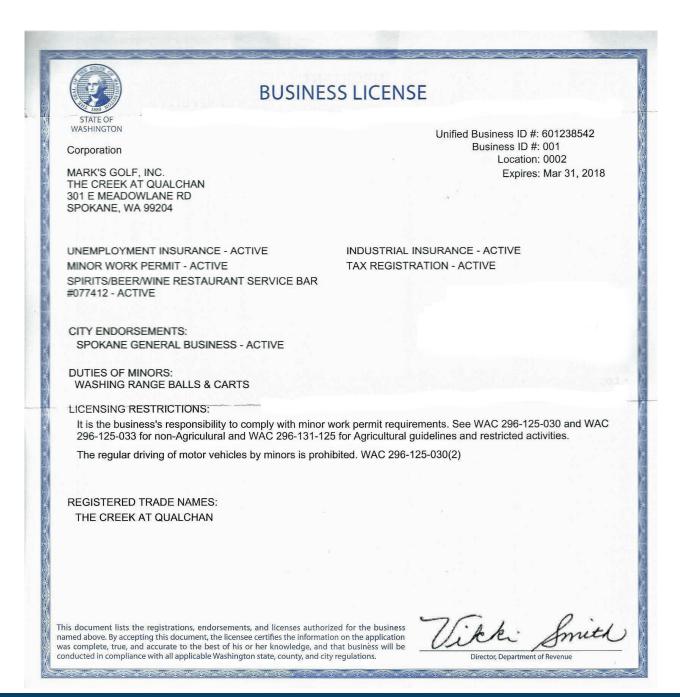
# 4.3.4 Evidence of obtaining a Washington State Business License

4.3.5 Evidence of the ability to likely obtain a Washington State Liquor License

My Business License for the State of Washington is current and in good standing.

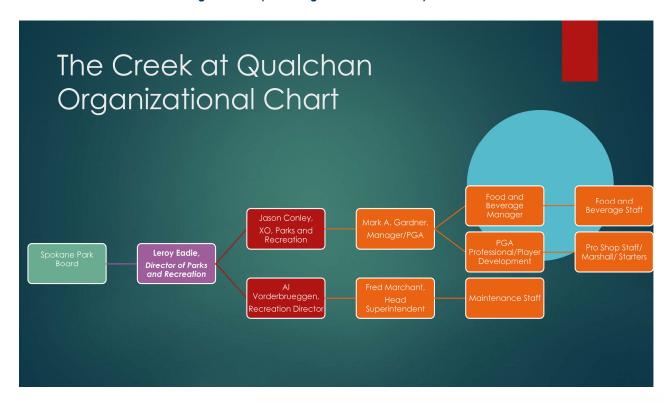
My Liquor License (beer & wine) for the State of Washington is current and in good standing.

Additionally: Because of my outstanding record with the Liquor Control Board, I obtained a SPIRITS License in 2015.





#### 4.3.6 Recruitment and training of staff (with Organizational Chart)



"Our team will be working in a symbiotic relationship inside of the goals and policies of the City of Spokane Golf to grow the number of rounds played and elevate each golfer's experience."

Mark A. Gardner - PGA Professional

Robert W. Baird & Co.
601 W Riverside, Suite 1940
Spokane WA 99201
Main 509 742-5000
Toll Free 855 256-0163
Fax 509 742-5001
rwbaird.com

"Having a retirement plan available to his employees has
Jason K Conley

Jason K Conley

RE: Mark Gardner, DBA Marks Golf Inc.

Dear Jason

I have known Mark Gardner for many years and believe he is a great asset to the golf community in Spokane.

I have also had the privilege of handling the Mark's Golf Inc. SIMPLE IRA plan since its inception in April 2001. Throughout this time Mark has maintained the plan and encouraged all of his eligible employees to participate in it. Having a retirement plan available to his employees has always been a key component of his business model.

Best Regards,

Kirk Bierwagen Senior Vice President Private Wealth Management





Business plan and schedule for implementing the contract

#### 4.3.6 Recruitment and training of staff

My approach to hiring Pro Shop staff includes:

PGA Links Job Fair College Golf Teams

My approach to hiring restaurant staff includes:



Culinary School at SCC Job Fair

Craig's List

InDeed.com



Spokesman Review THE SPOKESMAN-REVIEW

I have had the pleasure of working with so many fantastic employees that have used the opportunity at Qualchan to learn "transferable skills" as they follow their career paths.

#### Skills including:

- Commitment
- Teamwork
- Listening and communication skills
- Multi-tasking and time management
- Remaining calm under pressure

I have had 11 assistant PGA Members that have moved on to Head PGA positions.

Six page Policies & Procedures manual for every employee.

Highlights include:

#### **GENERAL POLICIES AND PROCEDURES**

#### OPENING CHECK LIST:

**Service Customers** 

Take tee times according to city policy

**Check in Customers** 

Follow city policy related to greens fee prices and requirements. Weekends & Tourneys

Make sure customer keeps receipts

Carts

Merchandise

#### Greet customers as soon as possible

Be knowledgeable about our products

Monitor speed of play

Closing

Close out registers after practice range closes.

Be sure to refresh both computers

Clean

**Back Counter** 

Vacuum

Dust

Arrange Displays

Turn off pro shop and restaurants lights and check all the doors in the restaurant.

Lock doors

Set Alarm – Restaurant and Pro Shop

Lock Entrance Gate

#### Do's and Don'ts

No chewing or smoking tobacco in the Shop or Restaurant.

No using the City Computer for personal internet surfing.





#### 4.3.6 Recruitment and training of staff



July 25, 2017

Jason Conley XO, Spokane Parks & Recreation 808 W. Spokane Falls Blvd Spokane, WA 99201 "I couldn't think of a more deserving, qualified professional other than Mark Gardner to continue this great golf course legacy....."

Dear Mr. Conley.

It is with great pleasure I recommend Mark Gardner for the renewal position of Head Golf Professional/General Manager of the Creek at Qualchan Golf Course.

I have worked alongside Mark at the Creek at Qualchan for the past 5 years. Mark has been very encouraging of my continued work as a Teaching Professional. He has also helped me gain further knowledge of the golf business industry through my hours working in shop, interacting with customers, tee time and check-in procedures, and inventory processing.

Mark is known for always having one of the best merchandise pro shops in Spokane. He has a huge attention for detail and a knack for knowing what the customer is looking for. He always offers the latest in both golf club/ball technology and has an incredible selection of men's and ladies golf apparel & footwear.

Mark takes great pride in the quality of the Creek at Qualchan. Customers constantly rave about its overall challenge, pristine condition, and impressive practice facilities. He is continually brainstorming ways to improve an already spectacular venue.

Finally, Mark is an amazing host to not only The First Tee of the Inland Northwest, Drive, Chip & Putt qualifiers, our local men's, women's, and PGA Junior leagues. He also entertains many corporate outings that specifically choose Qualchan as their preferred course - highly due to the manner in which Mark offers them the finest hospitality and golf course conditions possible, year after year!

Mark Gardner has been at the Creek at Qualchan GC since its inception. No one else has put the heart and soul into this course as much as he has. I couldn't think of a more deserving, qualified professional other than Mark Gardner to continue this great golf course legacy he started back in 1993. I believe Mark Gardner is the perfect person for this job and highly recommend him as your Head Pro and General Manager at the Creek at Qualchan Golf Course.

Sincerely,

Wendy Ward

21 year LPGA Tour Veteran 3 year LPGA T&CP Member 4-time LPGA Tournament Winner 3-time U.S. Solheim Team Member 2-time U.S. Solheim Assistant Captain





#### 4.3.6 Recruitment and training of staff



Jason Conley Executive Officer Spokane Parks & Recreation

Jason,

It is my privilege to write this letter of reference for Mark Gardner. I have personally known Mark for more than 30 years; during that time our professional relationship has morphed from employer to mentor to colleague and now as a fellow team member in which it is the capacity that I write this.

I've been complimented on the favorable turnaround at Indian Canyon and have been told many times that the business and the cooperation between the courses in along with the Parks & Recreation Department have improved dramatically from prior management. None of that would have happened so seamless or quickly without the help from Mark. Not only did Mark virtually carry us through the initial transition, as the most tenured of the city pros, his experience, guidance and knowledge continue to be resources I lean on and learn from. If imitation is the highest form of flattery Mark should feel very flattered as I view the golf operation at Qualchan as the benchmark for success that I try to emulate on a daily, weekly and annual basis.

An ideal candidate is one that has integrity, is an innovative thinker and has a focus for attention to detail. Mark not only possesses these qualities, throughout his professional and personal life he has refined them. The words that stick with me the most is Mark's professional philosophy "To be successful in this job, put the interests of the city first, the course second and yourself third", Mark has lived that philosophy for more than 25 years for the City of Spokane.

I began by stating that it is my privilege to write a letter of referral for Mark, while it is a privilege it also feels unnecessary; unnecessary because there is not a better, more qualified or perfect person to manage The Creek at Qualchan G.C. If you have any questions please do not hesitate to call me.

Sincerely,

Doug Phares Head P.G.A. Professional Indian Canyon G.C. 1001 S Assembly Rd. Spokane, WA 99224 509-747-5353 "The words that stick with me the most is Mark's professional philosophy "To be successful in this job, put the interests of the city first, the course second and yourself third... "





#### Providing sixty (60) power carts for rental. No older than five (5) years from date of manufacture.



Bill To:	
The Creek at Qualchan 301 E. Meadowlane Rd. Spokane, WA 99204	

#### Quote

Date	Quote #		
7/26/2017	1023		



					Rep
					RRO
Item	Description	Qty		Rate	Total
New Car - Wholes	2018 Yamaha DR2A EFI QuieTec Gas Golf Car Glacier White or Sunstone with Sandstone Seats and Top Clear Fold Down Windshield Fleet Car Number (one each side) Duel USB Ports Sandstone Hubcaps		60	4,950.00	297,000.00
New Car - Wholes	2018 Yamaha YT2A Deluxe Beverage Car Tortuga Green with OmniCube Display Case		1	12,250.00	12,250.00
Trade In - Wholes	2015 Yamaha YDRA EFI Gas Golf Cars (minus payoff)		60	-2,333.00	-139,980.00
	60 month Conditional Sale with 35 seasonal payments, 7 payments per year beginning April 2018 thru October of each year until the end of the contract. Payment per car per month is \$89.11. Total monthly payment is \$5,435.62. Interest Rate is 5.35%. There is a \$1.00 per car buy-out at the end of the contract for a total of \$61.00 and you own the fleet golf cars and beverage car.  Accepted By:				
	Date: Mark Gardner PGA Head Pro				
			Subt	otal	\$169,270.00
Authorized 🚳 YAMAHA Dealer			Sales	s Tax (0.0%)	\$0.00
			Tota	al	\$169,270.00

RFP #4376-17 Head Golf Professional / Manager The Creek at Qualchan Golf Course



## 4.3.8 Plan to obtain adequate Pro-Shop merchandise

I'm proud to say that my accounts have been open and in good standing for 30 years. Because of this, we can save time by avoiding the credit check process for approval and be fully stocked prior to February 15, 2018.

I have continued commitments from the top vendors in our industry for pro shop merchandise delivery without delay.





#### 9 Merchandiser of the Year Awards.

Starting Inventory Level:	\$55,000
---------------------------	----------

Men's and Ladies' Wear \$12,000

Equipment \$15,000

Headwear \$3,000

Accessories \$4,000

Golf Balls \$7,000

Bags \$4,000







#### 4.3.9 Operation of the Driving Range

Front Page of the 5 Page Manual

## THE CREEK AT QUALCHAN

#### RANGE STAFF EMPLOYEE MANUAL 2017

#### **OUR GOALS**

#### **SERVICE**

OUR NUMBER ONE PRIORITY AT THE CREEK AT QUALCHAN IS TO PROVIDE OUR CUSTOMERS WITH OUTSTANDING CUSTOMER SERVICE. THIS MEANS GOING ABOVE AND BEYOND THE CALL OF DUTY TO ENSURE THAT THEIR TIME SPENT HERE WITH US IS ENJOYABLE AND CAREFREE

#### **ATTITUDE**

EVERY CUSTOMER DESERVES TO BE GREETED PROMPTLY, WARMLY AND IN A PROFESSIONAL MANNER. TREAT EVERY CUSTOMER WITH THE SAME COURTESY..."YES, SIR...YES, MA'AM!"

#### **EXCELLENCE**

WE DEMAND EXCELLENCE FROM OUR ENTIRE STAFF. YOU HAVE BEEN CHOSEN FOR EMPLOYMENT HERE BECAUSE YOU HAVE DISPLAYED THE TRAITS THAT WE ARE LOOKING FOR TO HELP MAKE THE CREEK AT QUALCHAN A COMPLETE GOLF EXPERIENCE. WE EXPECT EACH EMPLOYEE TO FEEL THAT THEY ARE AN INTEGRAL PART OF THE QUALCHAN TEAM. WORKING TOGETHER WE WILL PROVIDE THE VERY BEST IN CUSTOMER SERVICE AND WILL OFFER AN UNPARALLELED EXPERIENCE TO OUR CUSTOMERS.

## Start up costs:

2,000 Doz. balls @ \$5 per dozen \$10,000

Yamaha Picker with cage

and attachment (\$8,500) On-Site Picker attachment (\$2,400) On-Site

Purchase baskets from Range Servant

300 @ \$5 each (\$1,500) On-Site

Purchase heavy duty washer

Range Servant (\$2,200) On-Site

Purchase stall dividers to improve

range tee usage (\$2,000) On-Site

Investment \$26,600

\* We will increase the hours of operation in the AM for customer convenience and increased revenues.







#### 4.3.10 Building relationships with the superintendent, maintenance staff and the City of Spokane.

I believe my past experience of working with 6 Park Directors, 3 Golf Managers and 7 Superintendents would confirm that I can build relationships with the City of Spokane and Staff.

We succeed with a "Team Philosophy".

I may be able to bring a player to the course through tournaments, lessons or events. But they have a better chance of returning if the courses is in good shape.

I have always communicated with the Superintendent on a daily basis. It's essential that we know what each other is planning. We discuss course setup, pin placements, weather forecasts, tournament schedule changes, course projects and course capacities.

Our "Team Building" At Qualchan includes, offering the maintenance staff discounts on food and beverages when they are working and complimentary golf carts and range balls whenever they want to practice or play. They also receive a discounted Men's Club membership to encourage their involvement with the facility.

At the end of the season I always host a small tournament and BBQ for the maintenance staff as a thank you for their efforts all season.

July 26, 2017

"I would highly recommend Mark Gardner for Head Professional at any course he chose to work and I would love to continue to work with him here at Qualchan."

To whom it may concern,

My name is Fred Marchant and I am the Superintendent at The Creek at Qualchan Golf Course. I have worked in the Golf Department for the City of Spokane for the 30 years. During this time I have had the opportunity to work with a number of head professionals throughout the City courses.

Currently, I have the pleasure of working with Head Professional Mark Gardner. Mark and I have had a very good professional relationship as well as I would consider him a very talented and likeable person. Mark has worked well with myself and my crew to ensure that Qualchan is playing at the very best condition possible. When I needed the time to make sure product was put out on the course needing some extra maintenance, Mark always made sure that I had that time scheduled on the books to get things done which is very crucial from a maintenance point of view. This is beneficial to the course not only from a playing stand point but also a financial benefit. As a golfer not only does Mark work very hard to ensure that the public enjoys their rounds of golf, he is also very dedicated to ensure that he has a very good working relationship with his staff.

I would highly recommend Mark Gardner for Head Professional at any course he chose to work and I would love to continue to work with him here at Qualchan.

Sincerely,

Fred Marchant



#### 4.3.10 Building relationships with the superintendent, maintenance staff and the City of Spokane

I also believe in building positive relationships with other city golf maintenance staff.....

".... You have a way with making me feel special as a guest and very welcome."

I WOULD LIKE TO THANK ALL THE PEOPLE INVOLVED WITH HOSTING THE QUALCHAN MENS CLUB MEMBER GUEST EVENT, IT IS SUCH A WELL RUN AND ENJOYABLE EVENT THAT EVERY OTHER GOLF CLUB COULD LEARN A LESSON IN HOSPITALITY FROM THE GOOD PEOPLE OF QUALCHAM. THE GOLF COURSE IS IN EXCELLENT CONDITION, A REAL JOY TO PLAY. AND EVEN THOUGH THE GOLF COURSE CAN MAKE YOU LOOK LIKE YOU DO NOT KNOW THE FIRST THING ABOUT GOLF, THE ONLY THING YOU NEED TO KNOW. IS THAT THIS IS A BEAUTIFUL PLACE TO SPEND YOUR TIME. PRAISE BE TO MARK GARONER AND HIS ENTIRE STAFF, YOU HAVE A WAY WITH MAKING ME FEEL SPECIAL AS A GUEST AND VERY WELCOME, YOU COULD TRAIN OTHERS IN YOUR ASSOCIATION, THE ART OF HOSPITALITY. AND TO THE MENS CLUB ORGANIZERS WELL DONE, YOU ARE WHY WE ENVOY SPENDING SO MUCH TIME TOGETHER, TO THE MAINTENANCE STAFF YOU ARE THE BEST. THE COURSE IS SO GOOD, YOU JUST WANT TO GO THERE EVERY DAY. AND YOU DO. AGAIN THANK YOU EVERYONE FOR SUCH AN ENJOYABLE TIME.

> CONFINELY YOURS, Danks Byrow NEWSON

**Don Nelson - Retiring Superintendent - City of Spokane Golf** 



#### 4.3.10 Building relationships.....



DEPARTMENT OF THE AIR FORCE HEADQUARTERS 92D AIR REFUELING WING (AMC) FAIRCHILD AIR FORCE BASE WASHINGTON

22 July 2014

Colonel Brian M. Newberry Commander 1 East Bong Street, Suite 203 Fairchild AFB WA 99011

Mr. Mark A. Gardner Head PGA Professional/ General Manager The Creek at Qualchan 301 East Meadowlane Road Spokane WA 99224

Mr. Gardner

Please accept my sincere appreciation for helping Team Fairchild to have a successful 92nd Air Refueling Wing Golf Tournament for 2 years in a row under my command. Your course is a wonderful place for our Airmen and community to come together for fun and help raise funds to support other Wing events. You and your team are patriots.

We get our mission fueling freedom done every day because of exceptional community partners helping us with extraordinary things and the staff at Qualchan is a prime example of the community going the extra mile. Please remind them there are no traffic jams on the extra mile. Thank you!

BRIAN M. NEWBERRY Colonel, USAF

Commander

the parky held in my honer. I have enjoyed working with you, and I am looking for a forward to must season, and hoping for a mild winter. I write t regards

Gary Lawton - Spokane Park Board President 2008 & 2009



#### 4.3.10 Building relationships......



Jason Conley Executive Officer Spokane Parks & Recreation

"During those 8 years is when I truly understood the meaning of integrity, customer service, organization and leadership...."

Mr. Conley,

Please accept this letter as my recommendation for Mark Gardner to continue his legendary leadership at The Creek at Qualchan. I first met Mark fifteen years ago when I played collegiate golf at Eastern Washington University. I vividly remember the first time I stepped foot on the property of The Creek. Flawless golf course conditions, friendly and welcoming staff, pro shop fully stocked with the latest golf equipment, it was very obvious the facility was running like a fine Swiss watch. I knew, from that day on, I wanted to work for Mark in hopes to learn and to be mentored by one the best P.G.A. Professionals.

Upon my graduation, Mark hired me as an assistant. The next 8 years of my professional career would be spent under the tutelage of Mark Gardner. During those 8 years is when I truly understood the meaning of integrity, customer service, organization, and leadership. Mark not only utilizes these terms in his business philosophy, he executes them impeccably.

To this day, Mark displays traits that every P.G.A. Professional tries to follow and emulate. Writing this letter is truly an honor on my behalf. Please don't hesitate to call me anytime, I would love to share more about this great leader.

Sincerely,

Mark A. Poirier Head P.G.A. Professional The Highlands Golf Course Post Falls, ID 83854 509-998-9580





#### 4.3.10 Building relationships.....



### The KXLY Broadcast Group

- KXLY ABC 4.1
- KXLY Me-TV 4.2
- kxly.com
- KXLY FM The Big 99.9 Coyote Country
- KHTQ FM Rock 94-1/2
- KZZU FM 92.9 ZZU
- KEZE FM HOT 96.9
- KXLY AM NewsRadio 920
- KVNI AM 1080 ESPN Radio
- KXLX AM 700 ESPN RadioSpokane Teleport Services

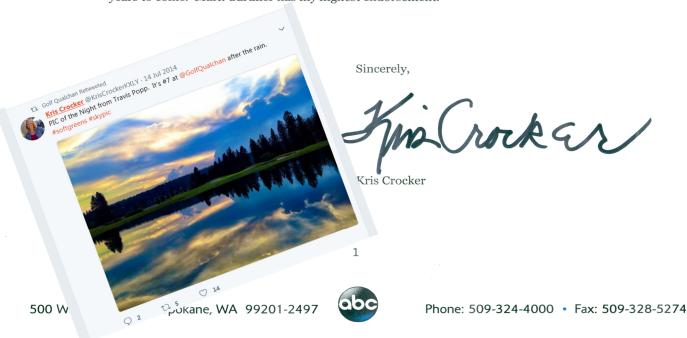
Kris Crocker Chief Meteorlogist KXLY 4 News

#### To Whom it may Concern,

I enthusiastically recommend Mark Gardner, PGA Professional and long-time City of Spokane golf ambassador, to continue his service to the local golf community as head pro at The Creek at Qualchan.

Mark is an incredible golfer, champion for public golf, and a mentor to young pros as well as the junior golfers that call Qualchan their home away from home. I was fortunate to know him my first year in Spokane, more than 19 years ago, when Mark and I played together in a tournament at Qualchan. I was amazed by his skill on the course, and with his professionalism. Over the years, I've spent many hours at Qualchan, and I continue to be impressed by his dedication to the beautiful course and the golfing public.

As a life-long golfer, I've crossed paths with many PGA Golf Professionals, and I can tell you that Mark is a pro among pros. I look forward to seeing him at the course for many years to come. Mark Gardner has my highest endorsement.





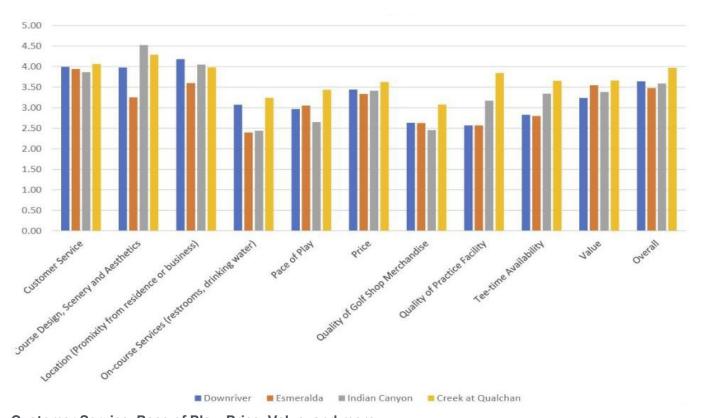
#### 4.3.10 Building relationships.....

#### 2017 Golf Survey:

Thank you for taking our survey earlier this year. Your feedback is valuable to us, and we'd like to share some highlights of what we heard from you and our next steps.

Over 1,200 people completed the survey; that's an impressive number and provided us great data upon which to make decisions and improvements.

The majority of survey respondents are either core or avid players (playing 8 to 24+ rounds of golf per year) and play between 5 and 12 different courses per year.....



#### Customer Service, Pace of Play, Price, Value, and more

Creek at Qualchan scored highest overall, while Indian Canyon scored highest in course design, scenery and aesthetics and Downriver scored highest in location proximity. All four courses scored high on customer service and course design while pace of play, on-course services, pro shop merchandise, and practice facilities received slightly lower scores.

RFP #4376-17
Head Golf Professional / Manager The Creek at Qualchan Golf Course



## 4.3.11 Comprehensive plan outlining potential off-season activities

I was heavily involved with the Spokane Winter Lights from 1994 to 1997. We collected admission fees and opened the golf shop for the Artists associated with Corbin Art Center to sell their crafts and art.

The restaurant was open for hot drinks and desserts, with Santa roaming around. Unfortunately, it was a traffic burden for our neighbors on Meadowlane Road and we were forced to stop.

While at Downriver, we allowed Cross-Country Skiing on the tracks that Mike Aho set.

The tracks were off the fairways, tees and green so it was minimal impact to the course.

I would always keep the golf shop open through the holidays so we could increase our chances of selling Gift Cards and Passes.

Added revenue. Winter lesson series offered by the PGA Staff. Growing the Game all year.

We could offer some Winter series classes through the Parks and Recreation Department to enhance revenue. 50/50 split is the current agreement.

I'm open for any ideas for off season activities at the courses.









#### **4.3 TECHNICAL PROPOSAL**

#### Business plan and schedule for implementing the contract

#### 4.3.13 Proposed operating and capital budget for years 2018-2022

0 5 1 5		Jan - Dec 18	Jan - Dec 19	Jan - Dec 20	Jan - Dec 21	Jan - Dec 22
Ordinary Income/E	xpense					
Income	222 2422 2422 2422	040 000 00	000 000 00	000 000 00	200 000 00	222 222 2
	PRO SHOP MERCHANDISE	210,000.00	220,000.00	220,000.00	220,000.00	220,000.0
	PRO DRIVING RANGE	250,000.00 70,000.00	260,000.00 75.000.00	260,000.00 80,000.00	270,000.00 85,000.00	90,000.0
	LESSONS	5,000.00	5,000.00	5,000.00	5,000.00	5,000.0
	FOOD & BEVERAGE SALES	280,000.00	290,000.00	290,000.00	295,000.00	300,000.0
Total Incor		815,000.00	850,000.00	855,000.00	875,000.00	885,000.0
Cost of Go		815,000.00	650,000.00	655,000.00	875,000.00	005,000.0
	MERCHANDISE PURCHASES	170,000.00	180,000.00	180,000.00	180,000.00	180,000.0
	DISCOUNTS ON MERCHANDISE	0.00	0.00	0.00	0.00	0.0
	FOOD PURCHASES	90,000.00	95,000.00	95.000.00	97,000.00	100,000.0
	BEER & WINE PURCHASES	50,000.00	55,000.00	55,000.00	57,000.00	57,000.0
	RESTAURANT SUPPLIES & MAINT	2,000.00	2,500.00	2.500.00	2,500.00	2,500.0
	FREIGHT IN - PRO SHOP	250.00	250.00	250.00	250.00	250.0
	GAS - CART RENTALS	6,000.00	7,000.00	7.000.00	7,400.00	7,400.0
	DRIVING RANGE	5,000.00	5,000.00	5,000.00	5,000.00	5,000.0
	TOURNAMENT COSTS	5,500.00	5,500.00	6,000.00	6,000.00	6,500.0
	MAINT RENTAL CARTS	10,000.00	10,000.00	3,500.00	3,500.00	3,500.0
	MAINT RANGE EQUIPMENT	1,500.00	1,500.00	2,000.00	2,000.00	2,000.0
Total COG		340,250.00	361,750.00	356,250.00	360,650.00	364,150.0
Gross Profit		474,750.00	488,250.00	498,750.00	514,350.00	520,850.0
Expense		474,750.00	400,200.00	450,750.00	014,000.00	520,000.0
	ADVERTISING	10,000.00	10,000.00	10,000.00	10,000.00	10,000.0
	ACCOUNTING & LEGAL FEES	3,500.00	3,500.00	3,500.00	4,000.00	4,000.0
	AUTO EXPENSES	3,000.00	3,000.00	3,000.00	3,000.00	3,000.0
	BANK SERVICE CHARGES	8,000.00	8,000.00	8,000.00	8,000.00	8,000.
	COMMISSIONS	7,000.00	7,000.00	7,000.00	7,000.00	7,000.
6510 -	CONTRIBUTIONS	2,500.00	3,000.00	3,000.00	3,000.00	3,000.
	DEPRECIATION	5,000.00	5,000.00	5,000.00	5,000.00	5,000.
6550 -	DUES & SUBSCRIPTIONS	1,000.00	1,000.00	1,200.00	1,200.00	1,200.0
4080 -	EMPLOYEE - BENEFITS	5,000.00	5,000.00	5,000.00	5,000.00	5,000.0
6590 - 1	ENTERTAINMENT	1,000.00	1,000.00	1,000.00	1,000.00	1,000.0
4070 -	PAYROLL TAXES	35,000.00	40,000.00	40,000.00	40,000.00	40,000.0
4050 -	PAYROLL-EMPLOYEES	280,000.00	300,000.00	300,000.00	300,000.00	300,000.0
7020 -	RENT	3,500.00	3,500.00	3,500.00	4,000.00	4,000.0
4090 -	RETIREMENT PLAN	5,200.00	5,200.00	5,200.00	5,200.00	5,200.0
5100 -	TRAINING & EDUCATION	500.00	500.00	500.00	500.00	500.
7000 -	TRAVEL	8,000.00	8,000.00	9,000.00	9,000.00	9,000.
5110 -	EMPLOYEE BENEFITS	2,000.00	1,100.00	1,100.00	1,100.00	1,100.
7050 -	TELEPHONE	8,500.00	8,500.00	8,500.00	9,000.00	9,000.
7060 -	UTILITIES	7,500.00	8,000.00	8,000.00	8,000.00	8,500.
7090 - 1	NSURANCE - GENERAL	8,000.00	8,500.00	8,500.00	9,000.00	9,000.0
7110 - 1	NSURANCE - OFFICERS'S LIFE	9,500.00	9,500.00	9,500.00	9,500.00	9,500.
7115 - 1	NSURANCE-MEDICAL FOR OFFICER	12,000.00	12,000.00	12,000.00	12,000.00	12,000.
7150 -	LICENSES	2,500.00	2,500.00	2,700.00	2,700.00	3,000.0
7160 -	REPAIR & MAINTENANCE	9,000.00	9,000.00	9,500.00	9,500.00	9,500.0
7165 -	DAMAGED CART CLAIMS	2,700.00	3,000.00	3,000.00	3,000.00	3,000.0
7180 -	OFFICE SUPPLIES	700.00	700.00	700.00	700.00	700.0
7230 -	SHOP SUPPLIES	500.00	500.00	500.00	500.00	500.0
7235 •	SECURITY	550.00	550.00	550.00	550.00	550.0
7240 -	TAXES - Lease Hold	2,172.90	2,172.90	2,172.90	2,172.90	2,172.9
7250 -	TAXES - REAL ESTATE	0.00				
7300 -	MISCELLANEOUS	2,000.00	2,000.00	2,000.00	2,000.00	2,000.0
Total Expe	nse	445,822.90	471,722.90	473,622.90	475,622.90	476,422.9
let Ordinary Incor	ne	28,927.10	16,527.10	25,127.10	38,727.10	44,427.
Other Income/Exp	ense					
Other Expense	•					
9020 · INTE	REST EXPENSE	1,900.00	1,500.00	1,500.00	1,500.00	1,500.0
Total Other Ex	pense	1,900.00	1,500.00	1,500.00	1,500.00	1,500.0
Net Other Income		-1,900.00	-1,500.00	-1,500.00	-1,500.00	-1,500.0
Income		27,027.10	15,027.10	23,627.10	37,227.10	42,927.1

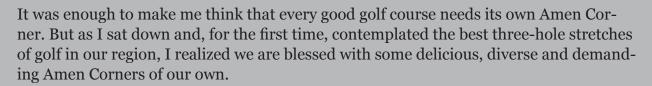
## THE SPOKESMAN-REVIEW

#### Every good course should have its own version of Amen Corner

When it comes to Amen Corners, nobody does it better than Augusta National.

I realized that earlier this spring as I watched the Masters golf tournament unfold and witnessed that

wonderfully wicked run of holes – 11 through 13 – knocking the starch out of the knees of one contender after another.



2. The Creek at Qualchan (10-11-12)

No. 10, a 379-yard par 4 that doglegs right up a gradual incline, is the weakest of the three holes. It still offers interesting challenges and a series of options – including that of trying to reach the green off the tee by driving over the stand of tall trees to the right of the fairway. The green also tilts wildly from front to back – a breeding ground for three-putts.

The 210-yard, par-3 11th plays downhill to a wide, shallow green, which is protected on the left by a pond and to the rear by a trio of bunkers resembling those behind the 12th green at Augusta National.

The par-4 12th is another absolute gem, playing slightly uphill and down a tree-lined and strategically bunkered fairway to another tricky green that is also nicely bunkered. The out-of-bounds right creeps in quickly, leaving straight and long as about the only kind of tee shot that works on this monster.





## Golf Course Gurus

#### The Creek at Qualchan Golf Course

There is nothing better than finding a hidden gem golf course. The course layout, setting, and value add up to an experience where you can't seem to wipe the smile off your face.

I have a love affair with Qualchan and think it is one of the greatest secrets in American golf. The memorability of the holes, alluring setting, creatively fun hole designs, and incredible value make it an absolute must-play when visiting Spokane or Northern Idaho.

The routing takes you on an adventure right off the bat with a cliff edge tee shot over Hangman Creek and finishes with a bang by featuring a par five that plays back over the creek to a green that is half way back up that same opening tee shot cliff. Qualchan is a beautiful course that you would swear was a private club with the quality of the layout and solid conditioning. Many patrons elect to walk the course which is certainly doable and flows well after the initial traverse from the first tee to the opening fairway, but carts are available as well. With green fees under \$40, The Creek at Qualchan stands as one of the best values in America and trumps Indian Canyon as the best course in Spokane.





Experience, organization and contracts

#### 4.4.A.1 Career Resume page 1 of 2



Mark A. Gardner - PGA Professional 12225 N Morton Drive, Spokane, WA 99218 W - 509-448-9317 C - 509-230-9156

mgardner@spokanecity.org

Professional Strengths

Customer Service, Budgeting and Financial Management, Player Development, Generating Maximizing Revenues, Staff Recruitment, Tournament Operations

#### **Career Summary**

#### Manager/Head PGA Professional

The Creek at Qualchan, Spokane, WA

Bill Robinson designed 18-hole Municipal facility playing over 37,000 rounds and 32 events annually.

September 1992 – Present



Working in a joint effort with four separate Head Superintendents to successfully manage golf operations with an annual budget in excess of \$1.3 million.

Exceeded revenue expectations in several down economies.

Increased rounds 15% in 2015.

Created player development programs to increase revenues.

Starting at zero in 1992 - Created one of the strongest Men's and Women's club organizations in the Inland NW.

Established the First Tee Program at Qualchan. 600 kids annually.

Established Qualchan as a leader in tournament operations.

First to acquire a Spirits license at a City course.

Owned and operated Golf Cart, Driving Range, Golf Shop and Food & Beverage operations.

Assisted Star USA with the Pro Classic 1997-2001.

Have employed, trained and supervised over 260 staff members.

Implemented first ever - Employee Manual.



#### Manager/Head PGA Professional

Downriver Golf Course, Spokane, WA

January 1990 – December 1992

Worked with Superintendent to manage golf operations with an annual budget in excess of \$1 million.

Owned and operated Golf, Golf Cart, Driving Range and Golf Shop concessions.

Brought the Lilac Open back to Downriver.

Established the River City Open.

Developed the Men's League that is still going today.

Managed and owned all the food and beverage concessions.

Conducted Gonzaga University Golf Classes.

Implemented first ever - Employee Manual.



Experience, organization and contracts

#### 4.4.A.1 Career Resume page 2 of 2

4.4.A.1 Career Resume page 2 of 2								
	General Manager/Head PGA Professional							
<b>A</b>	Twin Lakes Village POA, Rathdrum, ID							
	January 1989 – January 1990							
TWIN LAKES VILLAGE GOLF CLUB	General Manager of the Property Owner's Association Developed and implemented the budget for the Association. Golf course, Tennis, Snow Removal, Swimming Pools, Boat Slips, Restaurant and Lounge. Owned and operated Golf, Golf Cart, Driving Range and Golf Shop concessions.							
	1 <sup>st</sup> Assistant PGA Professional							
	Manito Golf and CC, Spokane, WA							
	January 1981 – December 1988							
X AND THE STATE OF	Responsible for all payroll and taxes Managed tournament and handicap operations Developed the Junior Camp Taught over 200 lessons							
Education	Columbia Basin College, Arizona State University							
Family	Married - Connie 35 years Children - Nicole 35, Abby 32, Victoria 28 and Olivia 21 Grandchildren - Ella 10, Charlotte 7, Landon 5, Evelyn six months							
Community	IEPGA Board of Directors 12 years							
Involvement	PNWPGA Board of Directors 12 years PNWPGA Tournament Chairman 7 years							
	Athletic Round Table Board of Directors 7 years							
	Spokane Youth Sports Board of Directors 3 years							
	First Tee of Inland NW Executive Board 4 years							
	Accomplishments Business IEPGA Professional of the Year - 1989, 1995, 1996, 2001, 2002, 2007, 2008							
	IEPGA President Plaque (Growing the Game) - 2010, 2012, 2014 PNWPGA President Plaque (Growing the Game) - 2012							
	PGA President's Council on Growing the Game - 2005, 2006, 2007, 2009, 2011							
	IEPGA Bill Straughsbaugh Award, Club Relations - 2010, 2015							
	IEPGA Merchandiser of the Year for Public Golf, - 2003, 2005, 2006, 2007, 2010 PNWPGA Merchandiser of the Year for Public Golf - 2007							
	Achievements Playing							
	PNWPGA Champion 1988  PNWPGA Senior Players Champion 2015							
	PNWPGA Senior Players Champion 2015 Participant PGA Championship, Kemper Lakes, IL 1989							
	1981 – Present IEPGA Cup Team Member							
	12 time PNWPGA Hudson Cup Member							
	7 time IEPGA Player of the Year 1981 – Present Winner of Numerous IEPGA Pro-Ams and Events							



Experience, organization and contracts

## **4.4.A.2** Experience leading golf instructional programs



Technology and a Golfer's Course Preference: Does the increase in emerging technology increase the golfer's playing preference?

This research ought to shed some light on how much golfers value this technology and whether it influences decisions to stay at a specific course or change to another course.

The survey was constructed and posted to the online survey system **Survey Monkey**.

The survey consisted of questions relating to seven factors identified within the literature as being used in the segmentation of the golf market. These factors included price, location, amenities, customer service, reputation, scheduling website, and advanced technology.

The conclusions include.... Course managers presently considering investing in course based technologies such as website tee reservation systems are ahead of their competitors. Regular updates on events, playing tips, etc. are more important than ever. The millennial generation are on top of the list and the older "veteran" golfers are catching on quickly!

At The Creek at Qualchan Golf Course, we are firmly committed to using technology to grow the number of golfers and rounds played!

Qualchan is one of a handful of courses who

use Golf Genius for live scoring.

• Currently, Qualchan is ranked #2 in the state in online tournament rounds posted.



Quickly enter scores via iPhone, iPad, Android and Windows Phone on free mobile app

- Qualchan was the first city course to allow players to sign up for tournaments online, including the City Championship.
- Qualchan is the only City course and one of the only public courses in the IEPGA who use
   Flightscope and high tech teaching equipment.



 Qualchan is very active with player contact through our website, Facebook, emails and texts.

## Qualchan GOLF COURSE

#### 4.4 A EXPERIENCE OF THE GOLF PROFESSIONAL

Experience, organization and contracts

## **4.4.A.2** Experience leading golf instructional programs

I'm extremely proud of the Lesson Programs that we offer at Qualchan throughout the year.

We offer lessons from four PGA / LPGA Professionals every day of the week for EVERY skill level. Our staff has over 80 years of playing and teaching experience.

#### Programs established for driving revenue:

**Spokane Park and Recreation** - Lessons for seniors and adults.

**Gonzaga University Golf Classes** - 80 students each year.

**Winter Series** - We turn the restaurant into a practice area for indoor classes.

**Corporate Clinics** - Offered for Group outings or Networking.

**Drive, Chip and Putt** - Host for the past 6 years.

Men's Club Member Guest - hosted on Hoopfest weekend on purpose due to the lack of public play on those days. 140 players each day guaranteed. This event has created the most buzz of any event we conduct each year.

**Skins Game** - Every Wednesday at 1:00 pm. Runs from March through October. 36-40 players each week with minimum participation requirements to play in the finale.

**Thursday Men's League** - 132 players each Thursday from May to September has turned Thursday into our biggest day of the week. The league will start it's 26 season next year.

**Rookie League** - Started in 2014 to get the beginner's on the course and increase rounds of golf. A PGA professional will escort them around the back nine and assist them with questions or concerns.

**PGA Junior League** - A team format with kids from different courses that play during the slower times of the day.



Monday Night Mixer League - A new league started in 2015 with different formats each week that runs June through August for a business networking tool.

**Tuesday Night Par Tees** - A social league for women. Great for golf and letting go after work. Our staff provides clinics throughout the year to assist the participants.

**Nine, Whine and Dine** - A Friday night couples league to enjoy 9 holes and have a great dinner with friends and maybe even win a bottle of wine. Great soft time event!!

**The First Tee** - Provides young people with character-building and life skills lessons using golf as the platform.



Experience, organization and contracts

#### 4.4.A.2 Experience leading golf programs

PENNY L. YOUDE 3011 W. Alice Avenue Spokane, WA 99205 509-768-3419

City of Spokane Park & Recreation Fifth Floor 808 W. Spokane Falls Blvd. Spokane, WA 99201

Re: Recommendation for Mark Gardner

To Whom It May Concern:

I am writing to recommend Mark Gardner be retained as the PGA Professional at The Creek at Qualchan.

I have known Mark since I started playing in the Ladies 9-hole league, The Par-Tees at Qualchan, in 1996 (over 60 members).

I am currently the Treasurer (for the 5th consecutive year) of our Ladies league, and, as such, have regular dealings with the PGA Professionals in various situations. Mark is very accommodating and supportive of our Tuesday night league. He always makes time for us and speaks regularly at our monthly meetings. He is engaged in what goes on at our course.

For the past 16 years I held the position of Executive Director of the Spokane County Bar Association, and in that capacity, was responsible for holding its annual golf tournament for its members. I have organized over 20 golf tournaments at local golf courses since 1999. Mark and his staff have been some of the most helpful and accommodating "hosts" to our City of Spokane 130+ golfers annually. I would not hesitate to recommend to The Creek at Qualchan as a place to hold a golf tournament because of the excellent treatment they would receive.

Something else that is telling of Mark's ability to consistently provide good customer service is the fact we still have several of the inaugural members who still play in this league after 20+ years. As people retire and have the ability to choose from different places to play league golf, they return to Qualchan because it is a fun place to golf and gather as well as the great support from the Pros. Mark has been a constant.

While I could go on with more reasons why Mark should remain at Qualchan, I believe I have shared many examples already.

Thank you for the opportunity to share my thoughts.

Best regards, Penny L YOUDE "... Mark and his staff have been some of the most helpful and accommodating "hosts"...."





Experience, organization and contracts

#### 4.4.A.2 Experience leading golf instructional programs





To Whom It May Concern:

I have worked with Mark Gardner directly over the last two years at The First Tee of the Inland Northwest, however, his support for our chapter goes back to 2010 when we first were founded in the Inland Northwest.

As a former board member and continued supporter, Mark has been an advocate and evangelist for our programs, which teach life skills, core values and healthy habits to young people in the Inland Northwest community through the game of golf. Mark has hosted one of our largest fundraisers, a golf tournament, for the last five years and has been more than accommodating to our staff, volunteers and guests. Mark is quick to help and always assures us his efforts are "no problem". We always are confident in relying on Mark and his staff for a consistent, composed and pleasant experience at The Creek at Qualchan.

It is clear Mark understands the value of growing the game of golf in our community through our young people. His dedication to golf and our community's future is palpable in the way he manages his business. We are privileged to work with Mark and call him our friend, and hope to see his role with our chapter and the City of Spokane strengthen over time.

Sincerely,

Executive Director

The First Tee of the Inland Northwest

The First Tee of the Inland Northwest is an initiative of the Inland Northwest Golf Foundation, a 501(c)(3) non-profit organization | Tax ID: 26-3554746

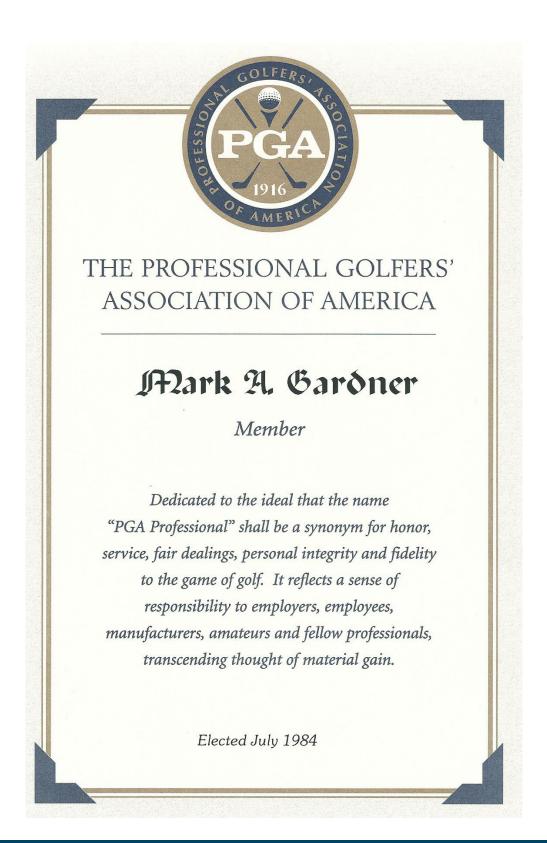
PO Box 4553, Spokane, WA 99220 | Cell: 206.715.7767 | Fax: 509.621.1540

www.thefirstteeinlandnw.org | kparker@thefirstteeinlandnw.org



Experience, organization and contracts

#### 4.4.A.3 Evidence of current PGA certification program



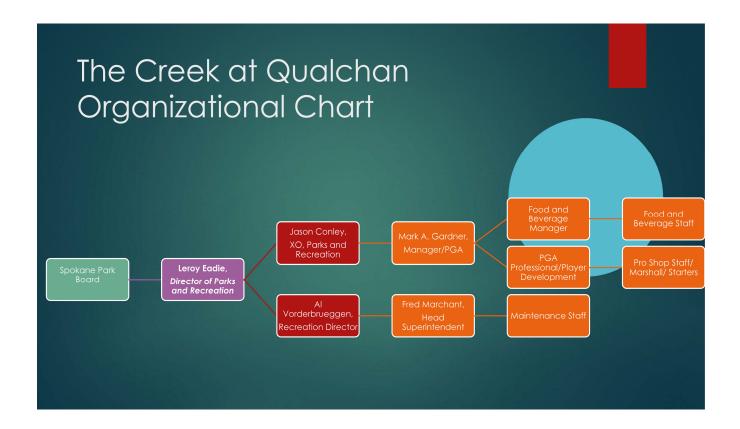


Experience, organization and contracts

#### 4.4.A.4 Organizational chart of your proposed team

"Our team will be working in a symbiotic relationship to ensure The Creek at Qualchan work inside of the goals and policies of the City of Spokane Golf to grow the number of rounds played and elevate each golfer's experience."

Mark A. Gardner - PGA Professional



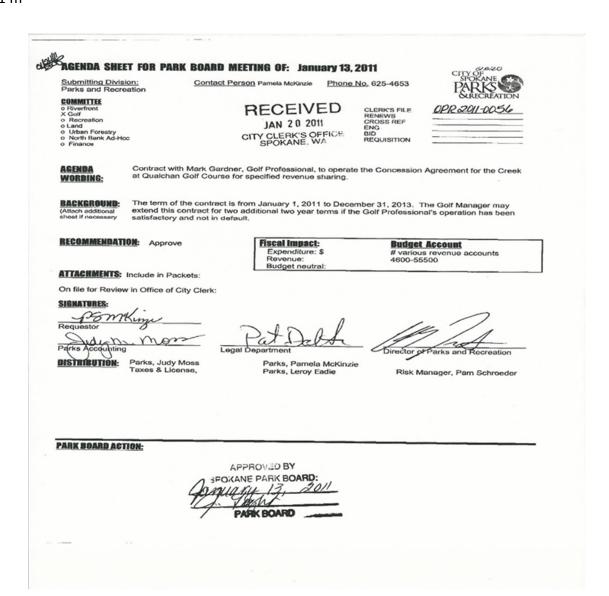


Experience, organization and contracts

## 4.4.A.5 Detailed list of contracts during the last five (5) years that relate to ability to perform the services needed under this RFP

I have one existing contract with the City of Spokane Parks and Recreation. Contact information:

Leroy Eadie
Director of Parks and Recreation
808 W Spokane Falls Blvd
Spokane, WA 99201
leadie@spokanecity.org
509-625-6204 w
509-590-3961 m





#### Contact information and permission to contact

Rick Jensen
Vice President - Foodservice
Cash & Carry, and C-Store Divisions URM Stores, Inc.



rjensen@urmstores.com

509-468-1371

"Mr. Gardner has been a valued business partner of URM's since 1990 and has always been and remains, in good standing with our accounts receivable department.....Mark has impressed me as not only a very well respected golf professional, but also as a qualified manager of the people and process."

John Anderson National Sales Manager Antigua Golf Division

janderson@antigua.com

623-523-6000



"... I have known Mark for approximately 20 years..... I have the opportunity to meet and work with many exceptional PGA Professionals in the industry and I would not hesitate to put Mark at the top of that list."

Rob Dietz Senior Vice President Banner Bank

rdietz@bannerbank.com

509-892-4503



"... the Bank looks favorably at management and their ability to keep the company properly financed and staffed for proper management of the golf course...."



#### 4.4.C.1 List of contract terminated for default in the last five (5) years, describe the incident

I'm proud to state that I have never had a contract terminated for default in my professional career.

#### 4.4.C.2 Submit full details of the terms for default.





The drive home: Evening commuters travel U.S. Highway 195 past Latah Creek and the Qualchan Golf Course south of Spokane on Tuesday. The winter season has seen mild snowfall but lots of fog, and lights from housing developments make the fog glow with bright colors on both sides of the highway. (CHRISTOPHER ANDERSON)

BANNER



#### Credit and credit available

#### Letter of credit with approved credit available for business startup or continuation costs



Mr. Mark Gardner PGA Head Professional The Creek at Qualchan 301 E. Meadowlane Road Spokane, WA 99224

Dear Mark:

RE: Existing and Future Credit Facilities

Please be advised that Mark's Golf, Inc. has an established credit line of \$95,000 with Banner Bank. The credit line is being handled as agreed and the company remains in compliance with key conditions of the loan agreement. The current balance outstanding on the credit line is \$28,000 and the remaining \$67,000 is available to the company for working capital purposes. The credit line originated in 2004, we have experienced positive results and management of the credit facility for over thirteen years.

The Bank has had a deposit relationship since October 2004 and the average balances in accounts have been \$35,000 in the past year. The accounts are handled as agreed with zero NSF checks in the last four quarters.

The Bank looks favorably at management and their ability to keep the company properly financed and staffed for proper management of the golf course.

The Bank would look at providing additional credit facilities to Mark's Golf, Inc. for additional golf carts or a new term loan. The Bank could also expand his credit line for additional short term operating needs associated with expansion of his operations.

If you have any other questions, please give me a call at 509-892-4503.

Sincerely

Rob Dietz

Senior Vice President



802 West Riverside Ave • Spokane, WA 99201 509-483-4340 • Fax 509-482-5765 • www.bannerbank.com Member FDIC, Equal Housing Lender





Credit and credit available

#### Financial Stability



CERTIFIED PUBLIC ACCOUNTANTS & FINANCIAL CONSULTANTS

Spokane Park Board City of Spokane Spokane, WA

To Whom It May Concern:

I am writing this letter on behalf of a good friend and long-term client, Mark Gardner. Our firm has had the privilege of serving Mark since 1990. We are responsible for preparing his corporation and individual income tax returns. We also compile his annual financial statements for use by his bank.

Mark is very diligent in the financial management of his corporation and has achieved consistent results over the years. He complies with the myriad of federal, state, and city tax rules and regulations that affect a small business owner. His annual accounting records are presented to us promptly and in good order.

Mark also manages the "people" side of his business well. It's been my impression that his employees respect him and appreciate working there.

I would be happy to discuss this matter at your request.

Very truly yours,

J. Douglas Heiskell

Certified Public Accountant

Our Duchell

1516 WEST RIVERSIDE SPOKANE, WASHINGTON 99201 509.455.8173 FAX: 509.455.5442



#### 4.4.E.1 Litigation: Current/pending litigation, settled or disposed within the past five (5) years

I'm proud to state that I'm not currently involved in any litigation nor have I settled or disposed in my professional career.

4.4.E.2 Liens: Current/pending liens, settled or disposed of within the past five (5) years

I'm proud to state that I'm not currently involved in any liens nor have I settled or disposed in my professional career.



Qualchan opened in the spring of 1993, making it the youngest of the City's four courses. The head pro and general manager is Mark Gardner who began his career as an assistant pro at the private Manito GCC just a couple of miles away, before moving to the City-owned Downriver as head pro in 1990. He moved to Qualchan for the opening, and has been there ever since. Now, just a few months shy of a quarter of a century at Qualchan, Gardner looks back at the highs and lows.

"I have been a part of something that has been both challenging and extremely rewarding," he says. "The hardest times have been the two floods the course suffered – in 1998 and 2009 (\$300,000 was spent on stabilizing Latah Creek's banks in December 2010) – which significantly affected the amount of play we recorded, and created some revenue issues.

But there have been numerous high points. We obviously had no established customers, no men's or women's leagues, and no juniors in 1993.

Now we average about 36,000 rounds a year, have the largest men's league in the city, and are home to the First Tee of the Inland NW."

Gardner, who hopes to remain at the course until he retires "probably in seven to ten years' time", is also proud of the many great hires he has made at Qualchan.

"I've been fortunate to add some amazing people to our staff here," he says. "We have all worked hard to make Qualchan a place where people want to be."



# REVENUE SHARING PROPOSAL

## THE SPOKESMAN-REVIEW

#### **Young Masters**

The Creek at Qualchan will be the site of a local qualifier for the second straight year. The date will be Sunday, July 13. Registration is available at drivechipandputt.com. Richland and Missoula are the next closest sites. The lone qualifier in Idaho will be in Nampa. Participants are limited to one local qualifier.



Liberty Boys Golf win 2A titles, girls finish second in state

"We had about 160 that signed up last year and about 75 percent showed up," Qualchan pro Mark Gardner said. "It was a lot of fun and the kids really get into it."

More than 17,000 youngsters participated nationally a year ago. Organizers have added more qualifying sites and they anticipate more than 50,000 competitors.

"The head pro from Augusta came up last year to help us out for the day," Gardner said. "They're really committed."



## THE SPOKESMAN-REVIEW

#### World's Richest Caddy on Way; 'I'll Take the Wedge, Mr. Griffey'



Ken Griffey Jr. isn't letting a little thing like a broken left wrist keep him from being productive.

The Seattle Mariners' superstar is planning to caddy for Ken Easley next weekend in the Ken Easley Celebrity Golf Tournament at The Creek at Qualchan.

Griffey, a neighbor of Easley's, also will have an opportunity to spend time with his father, who is among the celebrities for the event.

Griffey was injured last June 26 when he crashed into the outfield wall at the Kingdome. He will miss three months.

Some of the same big names are returning this year to Qualchan for the outing.

The field is expected to include Easley, James Worthy, Ken Griffey Sr., Napoleon Kaufman, Dick Butkus (scheduled but not yet confirmed), George Atkinson, Hugh Green, Jacob Green, Mike Hardin, John Harris, Dwight Hicks, Walt Hazzard, Julio Cruz, Kermit Alexander, John Ashton, Michael Beck, Dan Chambers, Joe Gallison, David Leisure, Stack Pierce, Michael Storm and Sam Vincent.

Other celebrities for the 3-year-old event include James Worthy, Hugh Green, Jacob Green, George Atkinson and Walt Hazzard.





#### 4.5 REVENUE SHARING PROPOSAL

Revenue Sharing between City Golf & Golf Professional

#### Five (5) year revenue plan with Category, Revenue Sharing between City Golf & Golf Professional

Since I don't receive a % of Green Fees like Esmeralda (5%) and Downriver (7 1/2%), it's difficult for me to change my current arrangement.

I would like to discuss the options of using the revenue sharing percentages for the construction or use the percentages to be reimbursed for the clubhouse/patio remodel. My feeling is that the long term benefit for the City is much greater and the City should be a partner in the cost of improvements.

A recent report found that a restaurant renovation can increase sales between 7% and 20%. It also found "if guests rate food *higher* than overall experience, their likelihood of a return visit drops by 20 percent if the difference between the scores is just one point. 38 percent if that difference is two points." Basically, if your ambiance is blah, nobody's coming back.

The same reports said "If you haven't remodeled in years, you might need a "reboot" rather than just a tweak. Use this opportunity to examine industry trends and to see where you fit in, while also differentiating yourself".

When Qualchan first open in 1992, the City purchased all kitchen equipment, coolers, tables and chairs to start the season. All the repairs and maintenance were my responsibility.

Now, 25 years later, several pieces of kitchen equipment, tables and chairs are starting to fail.

The restaurant and patio upgrades will make a significant impact in Qualchan's popularity resulting in more rounds played and revenue for the City.

#### **Restaurant - Currently**



Patio - Proposed





Spokane Youth & Senior Centers
Association

## 2021 Highlights: SYSCA Centers

### **Association Members:**

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



## **SYSCA**

& Senior Centers
Association

## 2021 SYSCA Quarterly / YTD Totals

**Attendance / Volunteers** 

		Attendances By Quarter		YTD -Attendance	YTD - Volunteer Hrs	
<u>Center</u>	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	<u>Totals</u>	<u>Totals</u>
NE Youth Ctr						
West CentralCC	7,350	8,974	4,764		21,088	644
Southwest CC						
East Central CC						
Hillyard Sr Ctr	12,676	13,014	17,301		42,991	7,680
Southside AC						
Corbin Sr Ctr						
Mid City Concerns	2,278	2,479	2,468		7,225	5,412
Sinto Sr Ctr						
Project Joy			1540		<u>3891</u>	<u>7650</u>
Grand Totals						

## **SYSCA**

& Senior Centers
Association

# Senior Programs!

## **SYSCA**

Spokane Youth & Senior Centers Association

## Hillyard Senior Activity Center







- Senior <u>Fitness Classes</u> continue to be popular around the Sr. Center!
- HSC continues hosting Fun Special Events like, The "Senior Jamboree"
- Day & Overnight Travel Trips!
- <u>Daily Recreation Activity Programs</u>
   <u>& Services</u> continue to grow with
   <u>Wii Bowling & Social Card Games!</u>





Spokane Youth & Senior Centers Association

# Corbin Senior Activity Center

#### **CORBIN SENIOR ACTIVITY CENTER**

827 W. CLEVELAND AVE SPOKANE, 99205

- New Executive Director Claudia Ouwerkerk
- Received a \$40,000 Grant from Marie Lamfrom Foundation
- Senior Action Network of Eastern Washington built 9 Raised Beds for Corbin's Gardening Club
- Corbin Spruce Up- New Paint & Artwork going up
- Fall Fashion Show 10/28/22
- Veterans Day Lunch 11/11/2022
- Friends Giving Luncheon on 11/23/22
- Christmas Lunch and Art Fair Hosting 14 different vendors

Spokane Youth & Senior Centers
Association

## **Mid City Concerns**



2<sup>nd</sup> Annual Monster Mash costume contest participants



Center picnic to Manito Park



Our 3 Grand Prize winners for Mid-City Wii Tournament

Spokane Youth & Senior Centers
Association

## **Project Joy**



2022-23 Advisory Council

Kirk Schmick



Mike Jackson



DJ Dan



Narong Norasakkunkit



**Curt Connolly** 



Dynamic Duo

- During the 3rd quarter of 2022, Project Joy continued to provide entertainment to care centers and the retirement community.
- In September, we began our 2022-2023 performance season and have added a few new performers and venues. The number of performances each month continues to grow.
- Included here are pictures of our 2022-2023 Advisory Council, elected in September, and a few of our performers who provided entertainment during the 3<sup>rd</sup> quarter.
- We continue to receive feedback from the care and retirement community about the positive impact our entertainers have on their residents.



Spokane Youth & Senior Centers
Association

## Sinto Senior Activity Center



Spokane Youth & Senior Centers
Association

# Southside Community Center

& Senior Centers
Association

# Youth Programs!

& Senior Centers
Association

# West Central Community Center

#### During the 3<sup>rd</sup> quarter of 2021 our kids were able to:

..spend time learning and playing with SPD via the PAL program

..take a Riverfront Explore field trip - Learn about the history of the Spokane area and the ice age via activities and instructors.



...go kayaking with Spokane Parks and Rec @ Fish Lake in Cheney



Spokane Youth & Senior Centers
Association

# SouthWest Spokane Community Center



Summer fun with Parks and Rec, Cultural Days, Fun at CDA Park and 1<sup>st</sup> place cross country against 6 other schools











Spokane Youth & Senior Centers
Association

## Northeast Youth Center



& Senior Centers
Association

# East Central ML King Community Center



& Senior Centers
Association

## THANK YOU!

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



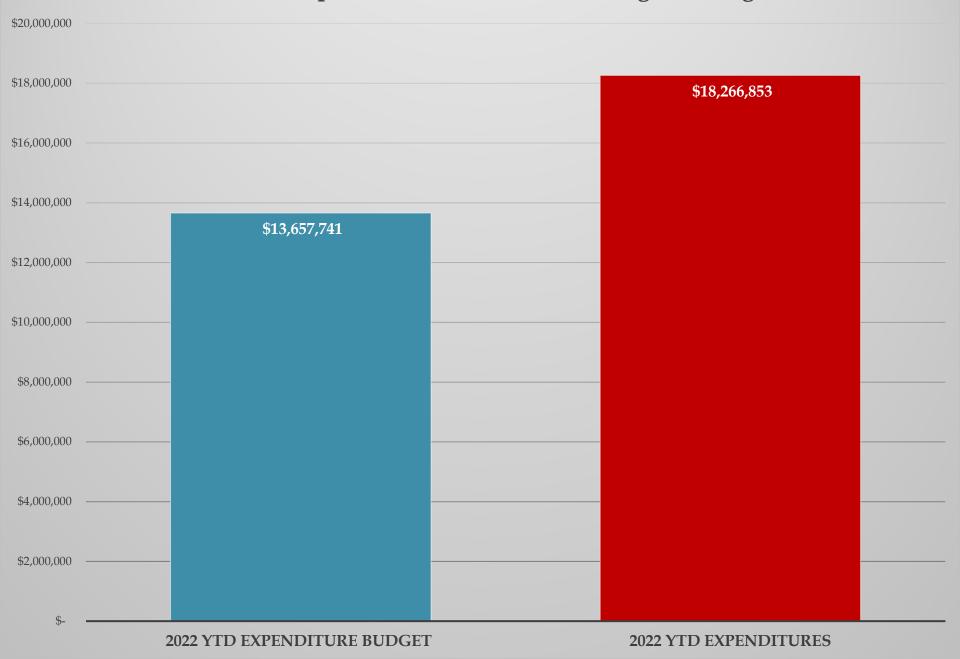




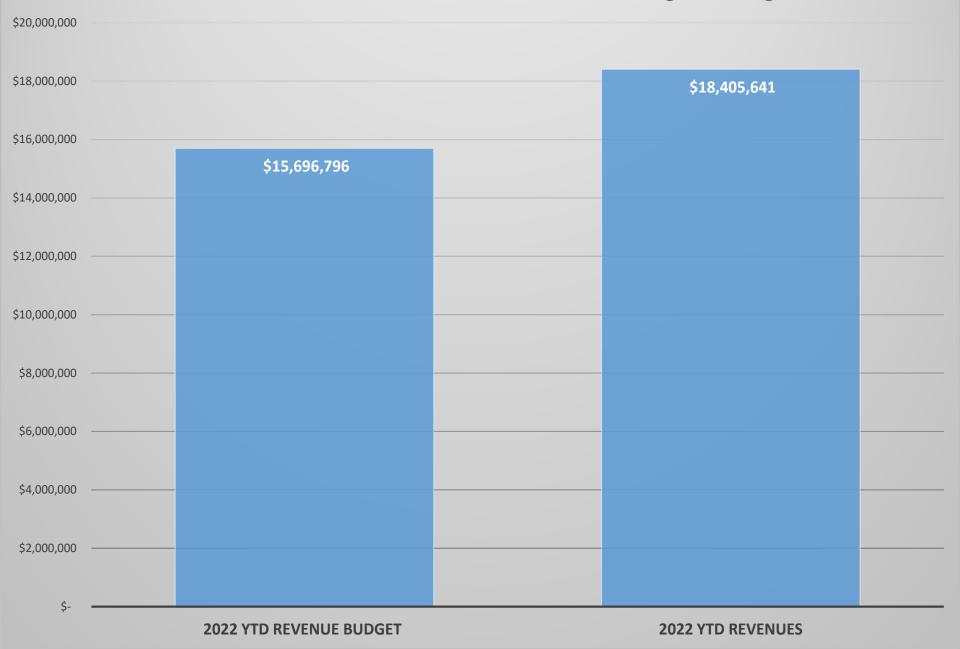
# City of Spokane PARKS PARKS ERECREATION

Financial Reports
October 2022

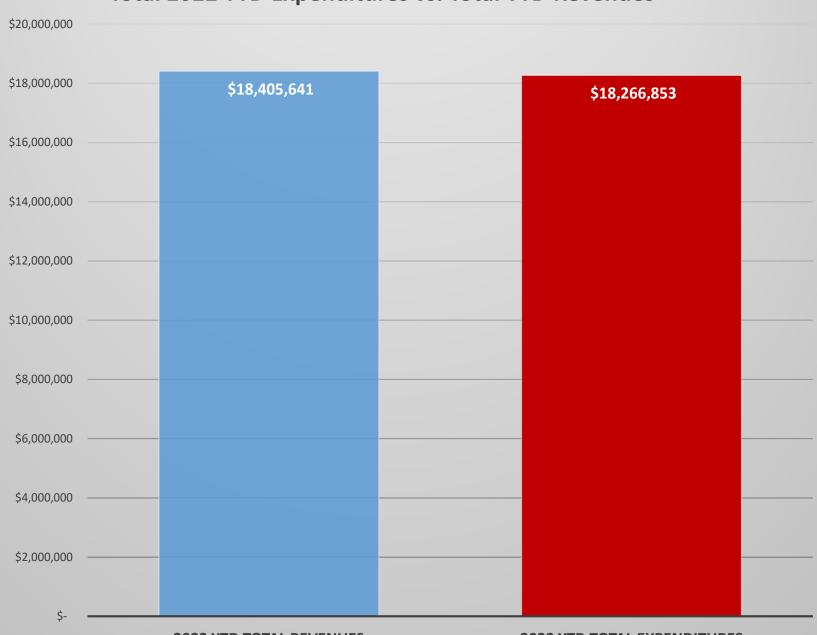
## Park Fund October 2022 Expenditures vs. Historical Budget Average



## Park Fund October 2022 Total Revenues vs. Historical Budget Average



## Park Fund Total 2022 YTD Expenditures vs. Total YTD Revenues



**2022 YTD TOTAL REVENUES** 

**2022 YTD TOTAL EXPENDITURES** 

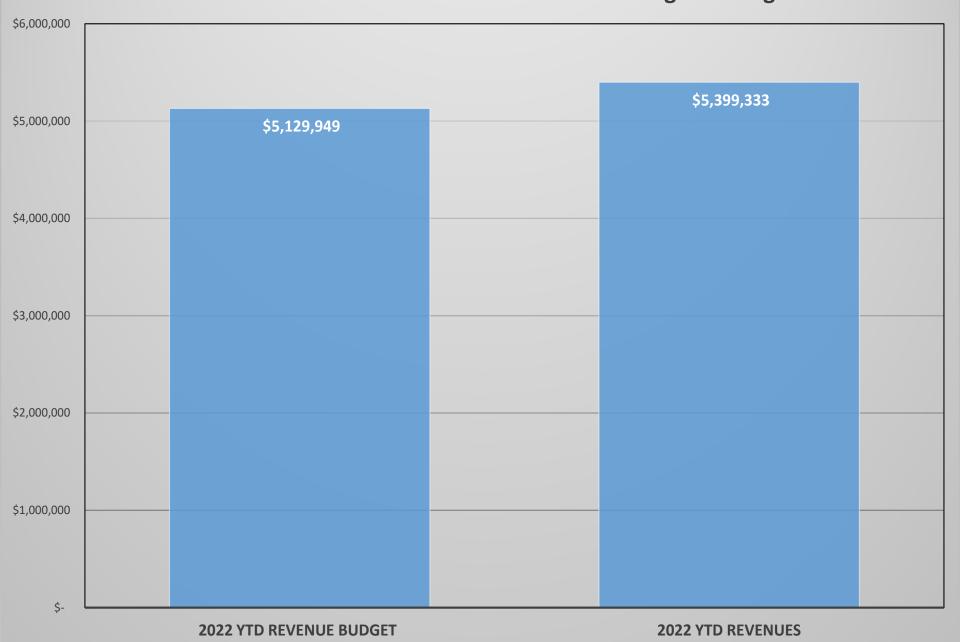
Golf Fund
October 2022 Expenditures vs. Historical Budget Average



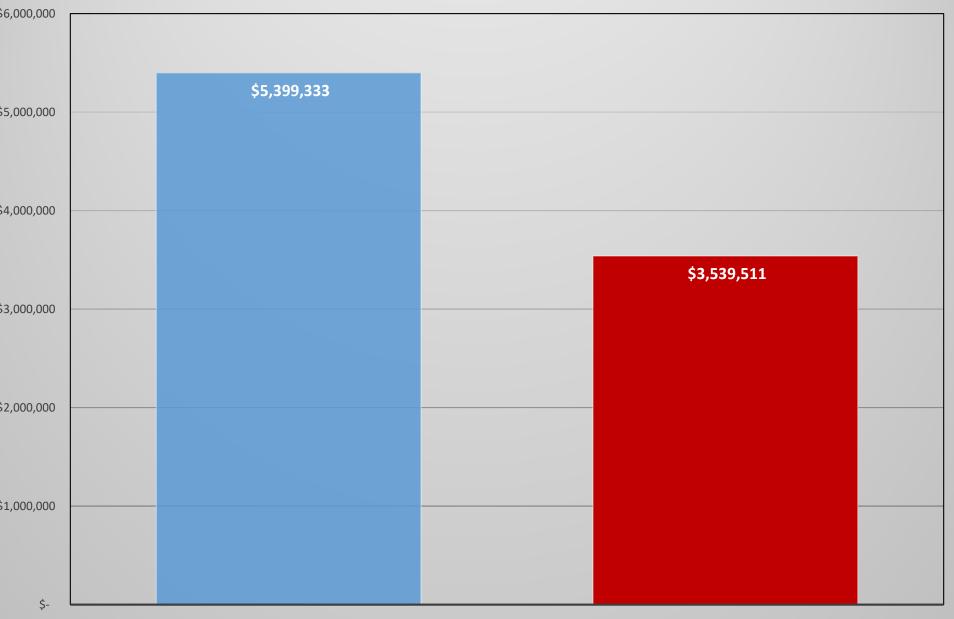
**2022 YTD EXPENDITURE BUDGET** 

**2022 YTD EXPENDITURES** 

## Golf Fund October 2022 Total Revenues vs. Historical Budget Average



Golf Fund
Total 2022 YTD Expenditures vs. Total YTD Revenues



2022 YTD TOTAL REVENUES

2022 YTD TOTAL EXPENDITURES

## Spokane Park Board Briefing Paper



Committee	Riverfront				
Committee meeting date	Nov. 7, 2022				
Requester	Berry Ellison Phone number: 625-6276				
Type of agenda item	Consent ODiscussion OInformation	tion			
Type of contract/agreement	New Renewal/ext. Lease Amendment/change order O	ther			
City Clerks file (OPR or policy #)					
Item title: (Use exact language noted on the agenda)	Wesslen Construction/Riverfront Lilac Butterfly Fabrication and Installation (\$243,884.00, plus tax)				
Begin/end dates	Begins: 11/14/2022 Ends: 12/31/2023 Open er	nded			
Background/history: The Butterfly was damaged beyond repair in the 2021 windstorm.  This contract will construct a replacement butterfly to meet more robust engineering standards and include a higher resistance to wind-related damage.					
Motion wording: Move to approve Wesslen Construction, Inc. Contract for the Riverfront Lilac Butterfly Fabrication and Installation in the amount of \$243,884.00 (plus tax) from Wind Damage Funds and Riverfront Park Redevelopment Bond.  Approvals/signatures outside Parks:   No					
If so, who/what department, agency or co					
Name: Jerry Wesslen	Email address: jerry@wesslen.com Phone: (509) 534-434	<sub>-</sub> 6			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:	nhamad@spokanecity.org culley.parris@coffman.com jmoog@spokanecity.org gjones@spokanecity.org				
Fiscal impact:   Expenditure	Revenue				
Amount: \$40,833.56	Budget code: 3346-49574-94000-56301-48104 (Redevelopment Bond)				
\$225,000.00 1950-54920-94000-56301 (Wind Damage Funds)					
Vendor: Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB)  Contractor is on the City's A&E Roster - C		tv)			

Updated: 10/21/2019 3:23 PM

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## City of Spokane Parks And Recreation Department

#### MAINTENANCE AGREEMENT

Title: RIVERFRONT LILAC BUTTERFLY FABRICATION AND INSTALLATION

This Contract is made and entered into by and between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT as ("City"), a Washington municipal corporation, and WESSLEN CONSTRUCTION, INC., whose address is 5308 East Castaldo Avenue, Spokane Valley, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide RIVERFRONT LILAC BUTTER-FLY FABRICATION AND INSTALLATION; and

WHEREAS, the Contractor was selected through RFP 5706-22.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

#### 1. TERM OF AGREEMENT.

The term of this Agreement begins on November 10, 2022, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

#### 2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

#### 3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in the City's RFP and the Contractor's Responses which is attached as Exhibit C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

#### 4. COMPENSATION / PAYMENT.

Compensation for Contractor's lump sum fee under this Agreement shall not exceed **TWO HUN-DRED FORTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS** (\$243,884.00), in accordance with the cost proposal stated in Attachment C, plus applicable taxes,

unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, Fifth Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 5. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### 6. ROUTINE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

#### 7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### 8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### 9. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant/Contractor/Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### 9. INSURANCE.

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

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

- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### 10. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

#### 11. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

#### 12. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### 13. TERMINATION.

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

#### 14. STANDARD OF PERFORMANCE.

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

#### 15. ANTI KICK-BACK.

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

#### 16. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

#### 17. 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.

#### 18. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following substantial completion. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

#### 19. MISCELLANEOUS PROVISIONS.

- A. Amendments/Modifications: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are *public records* and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**CITY OF SPOKANE PARKS AND** 

	By Signature Date	
By Signature Date		
Type or Print Name	Type or Print Name	
Title	Title	
Attest:	Approved as to form:	
City Clerk	Assistant City Attorney	

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

Attachment A – Debarment Certification

WESSLEN CONSTRUCTION, INC.

Attachment B - Certification of Compliance with Wage Payment Statutes

Attachment C - Contractor's Response to RFP

22-188a

#### **ATTACHMENT A**

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

- 1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 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.

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

#### **ATTACHMENT B**



#### Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

licitation date ( of any provision of citation and notice civil judgment ente As of July 1, 2019, ha	certifies that, within the tiffee-year period in), the bidder is not a "willful" violato chapters 49.46, 49.48, or 49.52 RCW, as dete of assessment issued by the Department of L red by a court of limited or general jurisdiction versus fulfilled the Department of Labor and Industries by the following:	r, as defined in RCW 49 rmined by a final and b abor and Industries or on. es' Public Works and Prev	0.48.082, vinding through a ailing Wage Train-
1)	Received training on the requirements related to chapter RCW 39.04.350 and chapter 39.12; or Be certified exempt by the Department of Labor more public work projects and have a had a valimore years.	and Industries by having	completed three or
I certify under penatrue and correct.	alty of perjury under the laws of the State of	Washington that the fo	oregoing is
Bidder's Business N	ame	-	
Signature of Author	rized Official*	-	
Printed Name		-	
Title		-	
Date	City	State	
Check One: Sole Proprietorship □ State of Incorporation,	Partnership □ Joint Venture □ Corporation □ or if not a corporation, State where business entity wa	s formed:	
If a co-partnership, give	firm name under which business is transacted:		

<sup>\*</sup> If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

#### **ATTACHMENT C**