



## Spokane Park Board Agenda

3:30 p.m. Thursday, April 11, 2024

In-person in City Hall Council Chambers and  
WebEx virtual meeting

Call in: 408-418-9388

Access code: 2482 648 0917

### Park Board Members

Bob Anderson – President  
Gerry Sperling – Vice President  
Garrett Jones – Secretary  
Nick Sumner  
Greta Gilman  
Sally Lodato  
Jennifer Ogden  
Barb Richey  
Hannah Kitz  
Kevin Brownlee  
Doug Kelley  
Jonathan Bingle – City Council liaison

### Agenda

1. **Roll call:** Bob Anderson
2. **Additions or deletions to the agenda:**
3. **Public comments:**
4. **Consent agenda:**
  - A. Administrative/committee-level items:
    - 1) [March 14, 2024, regular Park Board meeting minutes](#)
    - 2) [March 29, 2024, special Park Board meeting minutes](#)
    - 3) [Claims – March 2024](#)
    - 4) [Green Area Maintenance Pilot Project Agreement with City of Spokane Public Works – Al Vorderbrueggen/Carl Strong](#)
    - 5) [Corbin Park Sport Court Renovation/Ditches Unlimited Change Order 1 \(\\$22,004.38 plus tax\) – Berry Ellison](#)
    - 6) [Washington State Grant Application/several projects \(no cost\) – Nick Hamad](#)
    - 7) [Lilac Festival Brewfest venue rental and AXS ticket payment contract – Jonathan Moog](#)
5. **Special guests:**
  - A. None

6. [Financial report and budget update](#): Rich Lentz
7. **Special discussion/action items:**
  - A. [A resolution requesting City Council retain the citywide park improvement and safety levy on the August 2024 ballot](#) – Bob Anderson
8. **Committee reports – action items:**

**Urban Forestry Tree Committee:** April 2, 2024 – Kevin Brownlee  
A. Action items: None

**Land Committee:** April 3, 2024 – Greta Gilman  
A. Action items: Three of three action items were presented on the consent agenda.

**Recreation Committee:** April 3, 2024 – Sally Lodato  
A. Action items: None

**Riverfront Park Committee:** April 8, 2024 – Gerry Sperling  
A. Action items: The action item was presented on the consent agenda.

**Golf Committee:** The April 9, 2024, meeting was canceled. – Nick Sumner  
A. Action items: None

**Finance Committee:** April 9, 2024 – Bob Anderson  
A. Action items: None

**Development & Volunteer Committee:** March 20, 2024 – Jennifer Ogden  
A. Action items: None
9. **Reports:**
  - A. President: Bob Anderson
  - B. Liaisons:
    - 1) Conservation Futures – Nick Sumner
    - 2) Parks Foundation – Barb Richey
    - 3) City Council – Jonathan Bingle
  - C. Director (Interim): Jason Conley
10. **Executive session**
  - A. None
11. **Correspondence**
  - A. [Letters/emails](#): Attached
12. **Adjournment**
13. **Meeting dates:**
  - A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. April 30, 2024, in the Shadle Park Library events room, and virtually via WebEx.

Land Committee: 3:30 p.m. May 1, 2024, at the Shadle Park Library events room, and virtually via WebEx.

Recreation Committee: 5:15 p.m. May 1, 2024, at the Shadle Park Library events room, and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. May 6, 2024, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. May 7, 2024, at the Shadle Park Library events room, and virtually via WebEx.

Finance Committee: 3:00 p.m. May 7, 2024, in the Sister City conference room, first floor, City Hall, and virtually via WebEx.

Development & Volunteer Committee: 4:15 p.m. April 17, 2024, in the Sister City conference room, first floor, City Hall, and virtually via WebEx.

B. Park Board: 3:30 p.m. May 9, 2024, 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. The Spokane City Council Chamber in the lower level of City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd., Spokane, Washington, 99201; or [mlowmaster@spokanecity.org](mailto:mlowmaster@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.

**CITY OF SPOKANE PARK AND RECREATION DIVISION  
MARCH 2024 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - APRIL 11, 2023**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	917,850.61
MAINTENANCE & OPERATIONS	\$	570,537.87
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	42,347.46

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY	\$	32,084.02
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**GOLF:**

SALARIES & WAGES	\$	125,486.42
MAINTENANCE & OPERATIONS	\$	253,042.96
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS	\$	-
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b><u>1,941,349.34</u></b>

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		<b>Committee meeting date:</b> April 3, 2024
<b>Requester</b>	Al Vorderbrueggen		<b>Phone number:</b> X5464
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Ch 3: Land; Ch 6: Legacy	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Approval of the Green Area Maintenance Pilot Project Agreement with the City of Spokane Public Works (no cost)		
<b>Begin/end dates</b>	Begins: 03/14/2024	Ends: 03/13/2027	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Since 2022, Parks and Recreation staff have been working Public Works leadership to negotiate terms for an agreement for Parks to perform a Pilot Project through 2025 to take over maintenance of certain Right of Way properties located throughout the city. Public Works will provide all funding of operations and capital projects for these areas during the pilot program. Public Works will provide certain equipment, vehicles and staff for the program. The pilot program through the end of 2025 and continuation of the program will be determined at that time.</p>			
<b>Motion wording:</b>			
Approve the Green Area Maintenance Pilot Project Agreement with the City of Spokane Public Works (no cost)			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Public Works			
Name: Marlene Feist		Email address: mfeist@spokanecity.org	Phone: 625-6505
<b>Distribution:</b>			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Al Vorderbrueggen			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: no cost		Budget code: n/a	
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: n/a	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		
Business license expiration date:			

City Clerk's No. OPR 2024-\_\_\_\_\_

INTERDEPARTMENTAL AGREEMENT BETWEEN PUBLIC WORKS AND  
PARKS & RECREATION DEPARTMENT REGARDING GREEN AREA  
MAINTENANCE PILOT PROGRAM

THIS AGREEMENT is between the City of Spokane, Public Works Division, on behalf of the Water, Wastewater Management and Streets departments, located at Second Floor City Hall, 808 W. Spokane Falls Blvd, Spokane, Washington 99201, hereafter referred to as "Public Works" and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks".

WHEREAS, the City of Spokane ("City") owns and operates a Water-Wastewater Utility pursuant to chapter 35.67 RCW and other applicable laws. Public Works operates the Water-Wastewater Utility as a separate system and enterprise; and

WHEREAS, Public Works also manages the Street Department, which generally is responsible for managing the City's street system, which encompasses much of the public right of way; and

WHEREAS, Public Works has traditionally maintained open, non-developed, green areas located within the public right of way, including traffic medians, stormwater management facilities, and related facilities ("Green Areas"); and

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

WHEREAS, the Parks Department has expertise in managing and maintaining Green Areas and is well-suited to take on responsibilities for maintenance of Green Areas located within the right of way, gaining efficiencies of scale by consolidating this work with its regular park operations and maintenance activities; and

WHEREAS, currently there are hundreds of locations city wide that are designated Green Areas and are being maintained by various Public Works departments; and

WHEREAS, the City is committed to maintaining these spaces for the benefit of the citizens in the most cost-effective and efficient manner possible; and

WHEREAS, Public Works spends an inordinate amount of time to manage and maintain these Green Areas and its resources are better spent elsewhere; and

WHEREAS, coordination and consolidation of the individual Green Areas provides for efficiencies of scale and greatly benefits all Public Works Departments, to include Water, Wastewater, Streets and Parks Departments, along with the citizens of the City of Spokane; and

WHEREAS, the Parties have negotiated terms and conditions to transfer the responsibility for caring for these facilities to Parks, outlined herein:

NOW THEREFORE, the Parties mutually agree as follows:

1. PARTIES: The Parties understand they are all part of the same municipal corporation, and, though they operate as independent departments and divisions of the City and are subject to separate budgetary and legal requirements and procedures, they desire to reflect their relationship most efficiently through this Interdepartmental Agreement. The Public Works on behalf of Water, Wastewater and Streets is represented by the Director of Public Works. Parks is represented by the Park Board acting through the Parks Director.
2. PURPOSE: The purpose of this MOU is to establish the terms and conditions for:
  - 2.1 Establishing a maintenance program to maintain the Green Areas which are generally located within the public right of way to include without limitation program plan development, project management, mowing, clean up, weed control, tree care, edging maintenance, irrigation, etc.
  - 2.2 Green Areas are defined to include without limitation those areas which are generally open, non-developed, and green areas located within the public right of way, or contemporaneous to public right of way, including traffic medians, stormwater management facilities, and other such related facilities.
3. DURATION: This Interdepartmental Agreement shall be effective upon final signature and shall remain in effect through December 31, 2025. This period is considered a pilot period. Within six (6) months prior to expiration of the pilot period, the Parties agree to review the effectiveness of this Agreement and determine if a permanent agreement should be developed.
4. TERMS:

- 4.1 Parks will be responsible for maintenance of Green Areas pursuant to Attachment “A” for the duration of this Agreement. Parks and Public Works will mutually agree on maintenance prioritization of these spaces.
- 4.2 Maintenance of Green Areas pursuant to Attachment “A” shall include without limitation the following: program plan development; project management, mowing, clean up, weed control, tree care, edging maintenance, fertilizing, landscaping, irrigation system maintenance, etc.
- 4.3 Public Works also agrees to pay for water used at Green Areas pursuant to Attachment “A”.
- 4.4 New Green Areas which are constructed and intended to be maintained pursuant to this Agreement will be agreed to by both Parties, at which time, the Parties will determine whether there are any additional costs for maintenance. The list of locations contained in Attachment “A” shall be updated on at least an annual basis. Public Works will identify those locations at the project conception and upon completion provide Parks with written information.
- 4.5 Parks with the park planning department, will establish uniform standards for landscape commensurate with the area’s intended use. Parks will work with Public Works to ensure that ongoing maintenance and operations are considered prior to project start of any new Green Areas that are intended to be added to Parks responsibility under this Agreement.
5. PAYMENT: As consideration for the terms outlined herein, the Parties agree that Public Works shall fund annually the sum not to exceed ONE MILLION ONE HUNDRED THOUSAND Dollars (\$1,100,000) for Parks to maintain the Green Areas listed in Exhibit “A”. Any modification of this amount shall be in writing, signed by both Parties.

Parks will provide invoices to Public Works on a monthly basis to support this payment. On an annual basis, the Parties shall review, evaluate and adjust as necessary.

6. INDEMNIFICATION:
- 6.1 Public Works shall indemnify and hold harmless Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement, except to the extent Parks, its employees and agents are determined to have acted negligently.
- 6.2 Parks shall indemnify and hold harmless Public Works, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Public Works, its employees and agents are determined to have acted negligently.



- 7. **ENTIRE MOU:** This MOU contains the entire understanding of the Parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral MOU or arrangement between the Parties.
- 8. **AMENDMENT:** This MOU may only be modified or amended in writing, if the writing is signed by all Parties.
- 9. **SEVERABILITY:** If any portions of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

**CITY OF SPOKANE PUBLIC WORKS DIVISION**

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





16701	NorthWest	NorthWest Quadrant	PARKS	Cora & Jefferson	Monthly	<Null>	ROW	weed control, clean-up as necessary
7363	NorthWest	NorthWest Quadrant	PARKS	Euclid & Ash SEC	Monthly	<Null>	ROW	weed control, clean-up as necessary
5360	NorthWest	NorthWest Quadrant	PARKS	Maxwell & Washington NWC	Monthly	<Null>	ROW	weed control, clean-up as necessary
21666	NorthWest	NorthWest Quadrant	PARKS	Driscoll/Garland to Walton W side	Monthly	<Null>	ROW	weed control, clean-up as necessary
5347	NorthWest	NorthWest Quadrant	PARKS	Fort George Wright & Centennial Trail	Monthly	<Null>	ROW	weed control, clean-up as necessary
738423	NorthWest	NorthWest Quadrant	PARKS	Assembly-Lyons to Skyline W side	Monthly	<Null>	ROW	weed control, clean-up as necessary
5179	NorthWest	NorthWest Quadrant	PARKS	Lincoln Monument & Island west of Monument	Weekly	Street	ROW	irrigation, mow, weed control, clean-up as necessary
1074	NorthWest	NorthWest Quadrant	PARKS	Northwest Blvd: N & S swales at Shannon	Weekly	City	ROW	irrigation, weed control, clean-up as necessary
1255	NorthWest	NorthWest Quadrant	PARKS	Jefferson St: E side between Shannon & Northwest	Weekly	Water	ROW	irrigation, mow, weed control, clean-up as necessary
18929	Planters	NorthWest Quadrant	PARKS	Spokane Falls: Island west of Division	Monthly	Street	ROW	weed control, clean-up as necessary
2185	Planters	NorthWest Quadrant	PARKS	Nettleton Park- Belt & Maxwell	Monthly	Street	ROW	irrigation,weed control,clean-up as necessary
5746	Planters	NorthWest Quadrant	PARKS	Wellesley Ave: Traffic circle at A st. & Wellesley	Monthly	City	ROW	irrigation, weed control, clean-up as necessary
8081	Planters	NorthWest Quadrant	PARKS	Rowan Ast - Drumheller N Side	Monthly	City	ROW	irrigation
6541	Planters	NorthWest Quadrant	PARKS	Rowan Audubon - Queen S Side	Monthly	City	ROW	irrigation
1712	Planters	NorthWest Quadrant	PARKS	Pacific Park Dr: Island west of Indian Trail Rd	Monthly	City	ROW	irrigation, weed control, clean-up as necessary
7803	Planters	NorthWest Quadrant	PARKS	Freya Trees	As Needed	City	ROW	weed control, clean-up
1745	Planters	NorthWest Quadrant	PARKS	Northwest Blvd: Island at Madison	Monthly	City	ROW	irrigation, weed control, clean-up as necessary
2146	Planters	NorthWest Quadrant	PARKS	Main @ Division SW corner serving pots NW corner	Monthly	City	ROW	irrigation, weed control,clean-up as necessary
8794	Planters	NorthWest Quadrant	PARKS	Maxwell & Belt NWC	Monthly	Street	ROW	irrigation,mow,weed control,clean-up as necessary
1271	Planters	NorthWest Quadrant	PARKS	E & W Oval Islands Corbin Park	As Needed	<Null>	ROW	weed control, clean-up as necessary
12296	Planters	NorthWest Quadrant	PARKS	Division-3rd to Main planters W side	2 Weeks	City	ROW	irrigation, weed control, clean-up as necessary
471	Planters	NorthWest Quadrant	PARKS	Spokane Falls & Division planter SWC	2 Weeks	City	ROW	irrigation, weed control, clean-up as necessary
39321	Planters	NorthWest Quadrant	PARKS	Monroe-Indiana to Fredrick planters W side	Monthly	City	ROW	irrigation
31076	Planters	NorthWest Quadrant	PARKS	Monroe-Indiana to Fredrick planters E side	Monthly	City	ROW	irrigation
9708	Planters	NorthWest Quadrant	PARKS	Monroe-Fredrick to Cora planters W side	Monthly	City	ROW	irrigation
10533	Planters	NorthWest Quadrant	PARKS	Monroe-Fredrick to Cora planters E side	Monthly	City	ROW	irrigation
17011	Planters	NorthWest Quadrant	PARKS	Main St Trees Monroe to Cedar	Monthly	Street	ROW	irrigation only
3126	Planters	NorthWest Quadrant	PARKS	Indiana Ave: Island between Madison & Monroe	Monthly	City	ROW	irrigation, weed control, clean-up as necessary
7459	Riding Mow	NorthWest Quadrant	PARKS	Northwest Blvd: Island at Walton	Weekly	Street	ROW	irrigation,mow,weed control,clean-up as necessary
30869	Riding Mow	NorthWest Quadrant	PARKS	Maple Bridge North	Weekly	Street	ROW	irrigation, mow, weed control, clean-up as necessary
120178	Weed Eat	NorthWest Quadrant	PARKS	Driscoll Islands: Wellesley to Olympic	As Needed	Street	ROW	weed control, clean-up as necessary
38792	Weed Eat	NorthWest Quadrant	PARKS	N Belmont Dr/Phoebe to E North side	As Needed	City	ROW	weed control, clean-up as necessary
4451	Weed Eat	NorthWest Quadrant	PARKS	N Wieber Dr-South end	As Needed	City	ROW	weed control, clean-up as necessary
6766	Weed Eat	NorthWest Quadrant	PARKS	N Phoebe St/S of Belmont West side	As Needed	City	ROW	weed control, clean-up as necessary
67316	Weed Eat	NorthWest Quadrant	PARKS	N Phoebe St/N of Barnes Rd	As Needed	City	ROW	weed control, clean-up as necessary
47620	Weed Eat	NorthWest Quadrant	PARKS	W Barnes Rd/Phoebe to James	As Needed	City	ROW	weed control, clean-up as necessary
131043	Weed Eat	NorthWest Quadrant	PARKS	W Holyoke Av/W Houston Av	As Needed	City	ROW	weed control, clean-up as necessary
5225	Weed Eat	NorthWest Quadrant	PARKS	N Conestoga St/Holyoke to Lyons	As Needed	City	ROW	weed control, clean-up as necessary
4671	Weed Eat	NorthWest Quadrant	PARKS	N Driscoll Blvd/Princeton Ave Island	As Needed	City	ROW	weed control, clean-up as necessary
716	Weed Eat	NorthWest Quadrant	PARKS	N Driscoll Blvd/Ast East side	As Needed	City	ROW	weed control, clean-up as necessary
89974	Weed Eat	NorthWest Quadrant	PARKS	N Aubrey L White/Glass to NW West side	As Needed	City	ROW	weed control, clean-up as necessary
138738	Weed Eat	NorthWest Quadrant	PARKS	N Aubrey L White/Glass to NW East side	As Needed	City	ROW	weed control, clean-up as necessary
380755	Weed Eat	NorthWest Quadrant	PARKS	W Cascade Way/N Meghan St South	As Needed	City	ROW	weed control, clean-up as necessary
16176	Weed Eat	NorthWest Quadrant	PARKS	N Quamish Dr/Cascade to ST Thomas More	As Needed	City	ROW	weed control, clean-up as necessary
14345	Weed Eat	NorthWest Quadrant	PARKS	N Quamish Dr/Cascade to ST Thomas More	As Needed	City	ROW	weed control, clean-up as necessary
14281	Weed Eat	NorthWest Quadrant	PARKS	N Quamish Dr/Cascade to ST Thomas More	As Needed	City	ROW	weed control, clean-up as necessary
15462	Weed Eat	NorthWest Quadrant	PARKS	N Quamish Dr/Cascade to ST Thomas More	As Needed	City	ROW	weed control, clean-up as necessary
12035	Weed Eat	NorthWest Quadrant	PARKS	N Quamish Dr/Cascade to ST Thomas More	As Needed	City	ROW	weed control, clean-up as necessary
11991	Weed Eat	NorthWest Quadrant	PARKS	N Quamish Dr/Cascade to ST Thomas More	As Needed	City	ROW	weed control, clean-up as necessary
11684	Weed Eat	NorthWest Quadrant	PARKS	N Quamish Dr/Cascade to ST Thomas More	As Needed	City	ROW	weed control, clean-up as necessary
12054	Weed Eat	NorthWest Quadrant	PARKS	N Quamish Dr/Cascade to ST Thomas More	As Needed	City	ROW	weed control, clean-up as necessary
11818	Weed Eat	NorthWest Quadrant	PARKS	N Quamish Dr/Cascade to ST Thomas More	As Needed	City	ROW	weed control, clean-up as necessary
39321	Weed Eat	NorthWest Quadrant	PARKS	N Cedar Rd/Walnut St (Five Mile)	As Needed	City	ROW	weed control, clean-up as necessary
48270	Weed Eat	NorthWest Quadrant	PARKS	N Austin Rd/Quamish to Shulthies	As Needed	City	ROW	weed control, clean-up as necessary
183689	Weed Eat	NorthWest Quadrant	PARKS	N Austin Rd/Quamish to Shulthies	As Needed	City	ROW	weed control, clean-up as necessary
542924	Weed Eat	NorthWest Quadrant	PARKS	N Austin Rd/Quamish to Shulthies	As Needed	City	ROW	weed control, clean-up as necessary
	Weed Eat	NorthWest Quadrant	PARKS	N Austin Rd/Quamish to Shulthies	As Needed	City	ROW	weed control, clean-up as necessary
1857	Weed Eat	NorthWest Quadrant	PARKS	N Austin Rd/N Cedar Rd	As Needed	City	ROW	weed control, clean-up as necessary
293646	Weed Eat	NorthWest Quadrant	PARKS	N Austin Rd/N Cedar Rd	As Needed	City	ROW	weed control, clean-up as necessary
13892	Weed Eat	NorthWest Quadrant	PARKS	N Country Homes/Maple-Ash Couplet Island	As Needed	City	ROW	weed control, clean-up as necessary
	Weed Eat	NorthWest Quadrant	PARKS	W Francis Ave/N Wall St to alley East S side	As Needed	City	ROW	weed control, clean-up as necessary
12483	Weed Eat	NorthWest Quadrant	PARKS	Easement E of N 5Mile Rd/Strong to Heath Ave	As Needed	City	ROW	weed control, clean-up as necessary
1165	Weed Eat	NorthWest Quadrant	PARKS	5Mile Rd/Heath Ave Easement btwn 2706 & 2702	As Needed	City	ROW	weed control, clean-up as necessary
9750	Weed Eat	NorthWest Quadrant	PARKS	Euclid & Oak SEC	As Needed	City	ROW	weed control, clean-up as necessary
32445	Weed Eat	NorthWest Quadrant	PARKS	Bennett & Spruce S side	As Needed	City	ROW	weed control, clean-up as necessary
5841	Weed Eat	NorthWest Quadrant	PARKS	Riverside & North VAC	As Needed	City	ROW	weed control, clean-up as necessary
6954	Weed Eat	NorthWest Quadrant	PARKS	Riverside & North VAC	As Needed	City	ROW	weed control, clean-up as necessary
6532	Weed Eat	NorthWest Quadrant	PARKS	Riverside & North VAC	As Needed	City	ROW	weed control, clean-up as necessary
44368	Weed Eat	NorthWest Quadrant	PARKS	Clarke & Elm N side	As Needed	City	ROW	weed control, clean-up as necessary
10730	Weed Eat	NorthWest Quadrant	PARKS	Clarke & Elm N side	As Needed	City	ROW	weed control, clean-up as necessary
14580	Weed Eat	NorthWest Quadrant	PARKS	Clarke & Elm S side	As Needed	City	ROW	weed control, clean-up as necessary
1125	Weed Eat	NorthWest Quadrant	PARKS	Clarke & Elm S side	As Needed	City	ROW	weed control, clean-up as necessary
38521	Weed Eat	NorthWest Quadrant	PARKS	Aubrey L White/7Mile Rd SE of Int	As Needed	City	ROW	weed control, clean-up as necessary
47717	Weed Eat	NorthWest Quadrant	PARKS	Maple/BroadwaytoSummitPkway E side	As Needed	City	ROW	weed control, clean-up as necessary
7479	Weed Eat	NorthWest Quadrant	PARKS	Alberta & Driscoll S Island	As Needed	City	ROW	weed control, clean-up as necessary
14578	Weed Eat	NorthWest Quadrant	PARKS	Maple & Euclid Island on E	As Needed	Street	ROW	weed control, clean-up as necessary
4273	Weed Eat	NorthWest Quadrant	PARKS	Maple & Alice Island on E	As Needed	Street	ROW	weed control, clean-up as necessary
295587	Weed Eat	NorthWest Quadrant	PARKS	River Ridge Blvd/River Edge SE lot by river	As Needed	City	ROW	weed control, clean-up as necessary
15968	Weed Eat	NorthWest Quadrant	PARKS	Monroe- Cora to Glass E Side	As Needed	Street	ROW	weed control, clean-up as necessary
53056	Weed Eat	NorthWest Quadrant	PARKS	Monroe- Cora to Glass N side	As Needed	Street	ROW	weed control, clean-up as necessary
46062	Weed Eat	NorthWest Quadrant	PARKS	Clarke & Elm S side	As Needed	City	ROW	weed control, clean-up as necessary
57963	Weed Eat	NorthWest Quadrant	PARKS	Indian Trail-N of Blackfoot to Ridgecrest W side	As Needed	Street	ROW	weed control, clean-up as necessary
56806	Weed Eat	NorthWest Quadrant	PARKS	Indian Trail - N of Blackfoot to Ridgecrest E side	As Needed	Street	ROW	weed control, clean-up as necessary
371275	Weed Eat	NorthWest Quadrant	PARKS	5 Mile Retent. Ponds Maple-Francis to Country Home	As Needed	City	ROW	weed control, clean-up as necessary
46037	Weed Eat	NorthWest Quadrant	PARKS	Barnes Rd North Strong to Phoebe	Monthly	City	ROW	irrigation, weed control, clean-up as necessary
28560	Weed Eat	NorthWest Quadrant	PARKS	Barnes Rd South Strong to Phoebe	Monthly	City	ROW	irrigation, weed control, clean-up as necessary
285904	Weed Eat	NorthWest Quadrant	PARKS	Nine Mile - Royal to City Limits	As Needed	City	ROW	weed control and clean-up as necessary
76024	Weed Eat	NorthWest Quadrant	PARKS	Maple Street Bridge: West by Toll Booth Area	As Needed	Street	ROW	weed control, clean-up as necessary
2783		NorthWest Quadrant	PARKS	W Mission Ave - N Normandie St		City	ROW	
30188		NorthWest Quadrant	PARKS	Bridge Ave: City Hall parking lot	As Needed	Water	row/parks	weed control only
15236	Snow	NorthWest Quadrant	WATER	Maple, Broadway Bridge, Ash: West toll booth area	As Needed	Street	Sno	sno removal and weed control as necessary
11795	Snow	NorthWest Quadrant	WATER	Division St Bridge: both sides	As Needed	Street	Sno	sno removal and weed control as necessary
25397	Snow	NorthWest Quadrant	WATER	Monroe St Bridge	As Needed	Street	sno	sno removal and weed control as necessary
6713	Snow	NorthWest Quadrant	WATER	Post St Bridge: both sides	As Needed	Street	sno	sno removal and weed control as necessary
17357	Snow	NorthWest Quadrant	WATER	Maple St Bridge: w side of bridge	As Needed	Street	sno	sno removal and weed control as necessary
8683	Snow	NorthWest Quadrant	WATER	Five Mile: Cochran to Alberta, w side	As Needed	City	sno	sno removal and weed control as necessary
130654	Snow	NorthWest Quadrant	WATER	Nine Mile: Royal to Francis	As Needed	City	sno	sno removal and weed control as necessary
3169	Snow	NorthWest Quadrant	WATER	Maple - Main to Water - 53 steps	As Needed	Street	sno	sno removal and weed control as necessary
566	Snow	NorthWest Quadrant	WATER	College Ave - Maple Bridge to Ash - 54 steps	As Needed	Street	sno	sno removal and weed control as necessary





6598	Weed Eat	SouthWest Quadrant	WATER	Bishop Court Booster: 1011 W Bishop Ct	As Needed	Water	water	weed control, clean-up as necessary
				603 E Sharp			4310	
				303 E Sharp			4310	
				2198 E 49th			4310	
				8060 N Five Mile rd			4310	
				8061 N Five Mile rd			4310	
				8501 N Five Mile rd			4310	
	Weed Eat		PARKS	Government Way & 5th SEC	As Needed		ROW	weed control, clean-up as necessary
	Weed Eat		PARKS	Government Way & 5th 2nd parcel S	As Needed		ROW	weed control, clean-up as necessary
				3601 N Monroe			ROW	
			447 E Riverside			ROW		
	NorthEast		PARKS	Centennial Trl/Thierman to Mission	Monthly	row/parks	weed control, clean-up as necessary	
				Park Blvd-Euclid to Columbia		row/parks	weed control, clean-up as necessary	
				Sprague & Riverside Island		row/parks	weed control, clean-up as necessary	
				Garfield & 28th Island		row/parks	weed control, clean-up as necessary	
				Garfield & 25th Island		row/parks	weed control, clean-up as necessary	
				Garfield & 24th Island		row/parks	weed control, clean-up as necessary	
				Government Way & 6th E side		row/parks	weed control, clean-up as necessary	
				5th & Government Way 2nd parcel to E		row/parks	weed control, clean-up as necessary	
				5th & Government Way 3rd parcel to E		row/parks	weed control, clean-up as necessary	
				Fish Lake Tr.Marshall-29th to 58th		row/parks	weed control, clean-up as necessary	
				High Dr.- 28th to Manito Blvd		row/parks	mow, weed control, clean-up as necessary	
				Howard & 33rd Ave Islands		row/parks	mow, weed control, clean-up as necessary	
				Manito- Division to Manito pl		row/parks	mow, weed control, clean-up as necessary	
				Rockwood- Arthur to N of 20th		row/parks	mow, weed control, clean-up as necessary	
				Riverside- Monroe to Cedar Islands		row/parks	mow, weed control, clean-up as necessary	

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land	<b>Committee meeting date:</b> April 3, 2024	
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509-385-4051	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2023-0875		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K, Obj. 1	<b>Master Plan Priority Tier:</b>	First (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	Corbin Park Sport Court Renovation with Ditches Unlimited, Inc for \$22,004.38 (plus applicable taxes)		
<b>Begin/end dates</b>	Begins: 04/11/2024	Ends: 07/31/2024	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
Corbin Sport Court Renovation was halted in late October 2023 due to weather conditions. The remaining work will start in April and continue through June in time for public use by the Independence Day holiday.			
Some poor existing conditions on site were found to require additional excavation and re-engineering of post footings and reinforced concrete flatwork. Park Staff was successful in negotiating a revised scope of work at the lowest possible price and within the 10% contingency allotted to the project.			
Park Staff believe the proposed improvement modifications are necessary and will result in value added to the project.			
<b>Motion wording:</b>			
Move to approve Change Order One for Corbin Park Sport Court Renovation with Ditches Unlimited in the amount of \$22,004.38 (plus applicable taxes) from Park Capital Funds.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Ditches Unlimited, Inc.			
Name: Arvistis McKinnie		Email address: rv@ditchesinc.com	Phone: 509-666-1650
<b>Distribution:</b>			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		office@ditchesinc.com	
Requester: Berry Ellison		jkconley@spokanecity.org	
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$22,004.38 (plus applicable tax)		Budget code: 1950-54920-94000-56301-48091	
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 602-860-344    Business license expiration date: 3/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



City Clerk's No. OPR 2023-0875



**CITY OF SPOKANE**  
**PARKS AND RECREATION**  
  
**CONTRACT AMENDMENT/EXTENSION**  
  
**Title: CORBIN PARK SPORT COURT RENOVATION**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **DITCHES UNLIMITED, INC.**, whose address is 18089 South Watson Road, Coeur d'Alene, Idaho 83814, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into an agreement wherein the Contractor agreed to provide all work, labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **CORBIN PARK SPORT COURT RENOVATION**; and

WHEREAS, additional work is needed, thus, and the Contract needs to be formally Amended by this written document; and

WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document.

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated September 7, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. CONTRACT TERM.**

This Contract Amendment / Extension shall become effective April 11, 2024, and shall run through July 31, 2024.

**3. ADDITIONAL WORK.**

The Scope of Work in the original Contract is expanded to include the following additional Work:

- Change Order No. 1**
- Item #1 Modifications to the South Curb and Footings**

**Item #2 Additional Site Protection**

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWENTY-TWO THOUSAND FOUR AND 38/100 DOLLARS (\$22,004.38) plus tax**, in accordance with Change Order 1, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**DITCHES UNLIMITED, INC.**

**CITY OF SPOKANE PARKS  
AND RECREATION DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachments that are part of this Agreement:  
Change Order No. 1 and Construction Change Directive  
Attachment A – Debarment Certification

24-056

**ATTACHMENT A**

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

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

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

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

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

**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT  
CHANGE ORDER NO. 1**

NAME OF CONTRACTOR: Ditches Unlimited, Inc

PROJECT TITLE: Corbin Park Sport Court Renovation

CITY CLERK CONTRACT NUMBER: 2023-0875

DESCRIPTION OF CHANGE:	AMOUNT:
Item 1: CCD 001 South Curb and Footing Modifications	\$14,504.38
Item 2: PCO 003 Additional Site Protection	\$7,500.00
Item 3: No-Cost Contract Time Extension to July 31, 2024 w/ Substantial Completion Date of 06/28/2024	0.00

**TOTAL AMOUNT: \$22,004.38**

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 236,500.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$ 236,500.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 22,004.38
<b>REVISED CONTRACT SUM</b>	<b>\$ 254,504.38</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	05/31/2024
CURRENT COMPLETION DATE	05/31/2024
<b>REVISED COMPLETION DATE</b>	<b>07/31/2024</b>

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Approved as to form: \_\_\_\_\_ Assistant City Attorney

## Item 1: CCD 001 South Curb and Footing Modifications




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**Construction Change Directive**


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<b>Project Name:</b>	<u>Corbin Park Sports Court Renovation</u>	<b>CCD No:</b>	<u>1</u>
		<b>Date:</b>	<u>10/16/2023</u>
<b>Owner:</b>	<u>City of Spokane Parks &amp; Recreation</u>		
<b>Contractor:</b>	<u>Ditches Unlimited, Inc</u>	<b>Architect/Eng:</b>	<u>SPVV Landscape Architects</u>

---

When signed by the Owner and received by the Contractor this document become effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described below:

**Description:** Excavate south edge of project to accommodate 36"thk x 18"dia fence posts and change mow curb dimensions to be 6"thk x 12"wide on turf side and 16"wide on asphalt side of fenceline. Compact earth to 95% in 8" lifts.

**Justification:** Added mow curb thickness for long-term durability and consistency with adjacent curbs.

---

1. This CCD will be performed (*Lump Sum*,) with Not to Exceed pricing as follows: (Contractor shall provide T&M sheets for all labor, materials and equipment at a minimum of a weekly basis).
2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is (an increase of  0  days) (a decrease of  0  days).

The Contractor is to submit pricing within 15 day of this authorization, if not already submitted. This Change and Cost will be incorporated into a Change Order once the cost is finalized and accepted.

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**Recommended:** (A/E)**Authorized:** (Owner)**Accepted:** (Contractor)
 By: Berry Ellison, WA PLA  
 Date: 10/16/23

 By: Berry Ellison, CM  
 Date: 10/16/23

 By: Arvistis McKinnie  
 Date: 10/16/23


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Ditches Unlimited Inc.

18089 S Watson Rd

Coeur d Alene

ID 83814

208-666-1650

# Change Order

Date	Change Order #
3/26/2024	001

Name / Address
City of Spokane Parks and Rec Nick Hamad 808 Spokane Falls Blvd 5th Floor Spokane WA 99201

P.O. No.
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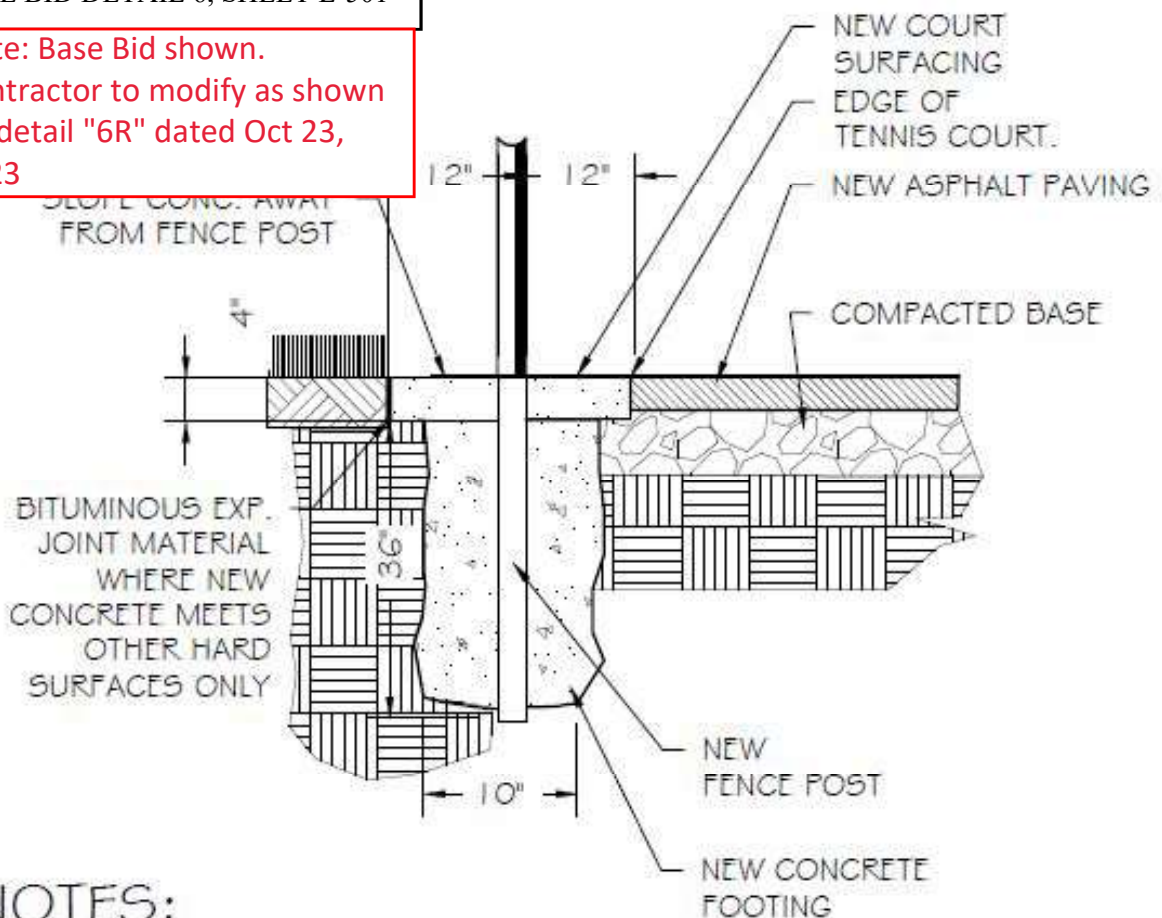
Corbin Sport Court
--------------------

Description	Qty	Cost	Total
South curb and Footing modifications including rebar in mow strip  It is not recommended to complete this structure without the use of rebar.	1	6,240.88	6,240.88
<b>Excavation and Backfill Direct costs</b>			<b>\$8,263.50</b>
		<b>Total</b>	<b>\$14,504.38</b>

Customer Signature \_\_\_\_\_

CORBIN PARK  
BASE BID DETAIL 6, SHEET L-501

Note: Base Bid shown.  
Contractor to modify as shown  
on detail "6R" dated Oct 23,  
2023



## NOTES:

1. CONCRETE MOW STRIP SHALL BE RATED AT 3000 PSI @28 DAYS, PROVIDE BROOM FINISH W/  $\frac{1}{2}$ " ROUND TOOLED EDGE ON ALL EXPOSED SURFACES.
2. COORDINATE INSTALLATION OF FENCE W/ MOW STRIP.
3. INSTALL CONTRACTION JOINT TOOLING TO MATCH EXISTING ADJACENT HARD SURFACING TOOLING. PROVIDE EXPANSION JOINTS BETWEEN NEW CONCRETE AND EXISTING CONCRETE. JOINTS TO BE LOCATED ON EITHER SIDE OF FENCE POST AND CENTERED ON POST.

6

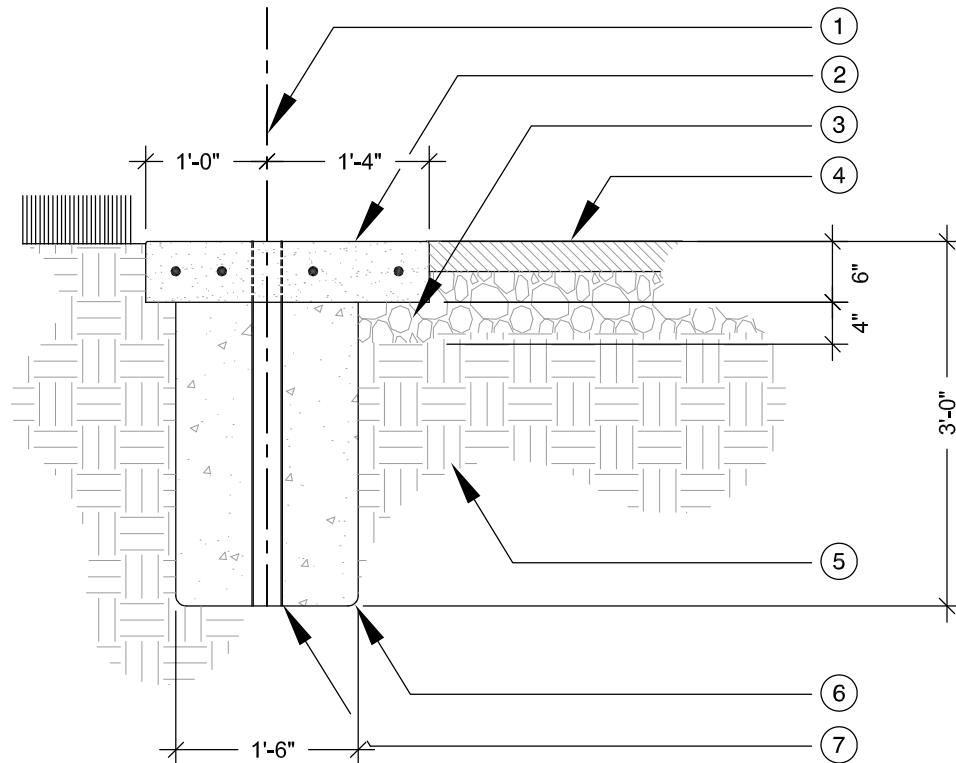
# FENCE & MOW STRIP AT TENNIS COURT

NTS

SPVV

7

Detail 6R: Revised Fence & Mow Strip at Tennis Court  
 Oct 23, 2023



- ① FENCE POST CENTERLINE
- ② CIP CONCRETE SLAB W/ #4 DEFORMED BAR CONTINUOUS WITH 6" MIN SPLICES. 3000 PSI (MIN), 6 SACK, COMMERCIAL CONCRETE WITH MEDIUM BROOM FINISH.
- ③ CRUSHED BASE. 3/4" MINUS STONE COMPACTED TO 95% REL. DENSITY.
- ④ ADJACENT ASPHALT PER PLAN
- ⑤ NATIVE EARTH
- ⑥ CIP CONCRETE FOOTING. 3000 PSI (MIN), 6 SACK, COMMERCIAL CONCRETE
- ⑦ GALV STEEL POST (PER PLAN) OR GALV STEEL SLEEVE, SIZE TO ACCOMMODATE NEW POSTS.

**6R** FENCE & MOW STRIP AT TENNIS COURT - REVISED  
 NTS

DETAIL-FILE

**CORBIN PARK SPORTS COURT RENOVATION  
 MODIFIED FENCE POST FOOTING &  
 MOWCURB AT SOUTH EDGE OF COURT**

CITY OF SPOKANE  
 PARKS & RECREATION  
 BERRY ELLISON, CM  
 OCT 23, 2023



Ditches Unlimited, Inc.  
23-1108 CORBIN BILLING

Direct Cost Report

\$7,185.65 Direct costs  
\$1,077.85 Overhead and Profit (15%)  
**\$8,263.50 Total (plus WSST tax)**

Unit	Perm	Constr	Equip	Sub-	Total
Cost	Labor	Materi	Matl/Ex	ment	Contrac

**BID ITEM = 170**

Description = FORCE ACCOUNT 1: EXCAVATE SOUTH F Unit = LF Takeoff Quan: 100.000 Engr Quan: 100.000

**052-12 Haul/Dispose Waste Soil Solo** **Quan: 60.00 BC Hrs/Shft: 8.00** **WCNONE** \*\*Unreviewed

<u>HSOLO</u>	Hauling Crew - 1 Solo	9.00 CH	<b>Prod: 9.0000 CH</b>	Lab Pcs: 1.00	Eqp Pcs: 1.00	
2E4001	Dump Fees (Waste-C	72.00 CY	10.000	720		720
8TKST12	Truck-Solo 12 CY bar 1.00	9.00 HR	60.000		540	540
D	Truck Driver - Genera 1.00	9.00 MH	68.000	821		821
<b>\$2,081.16</b>	0.1500 MH/BCY	9.00 MH	[ 10.2 ]	821	720	540
6.6667 Units/Hr	53.3333 Un/Shift	6.6667 Unit/M		13.69	12.00	9.00
						34.69

**206-20 BLD Footing Backfill Mini Exc** **Quan: 100.00 BC Hrs/Shft: 8.00** **WCNONE** \*\*Unreviewed

<u>EX04</u>	Mini Excavator with Laborer	8.00 CH	<b>Prod: 8.0000 CH</b>	Lab Pcs: 2.00	Eqp Pcs: 1.75	
8E04	Excavator-4 Ton class 1.00	8.00 HR	26.000		208	208
8VPU34	Truck - 3/4 ton (W/To 0.75	6.00 HR	12.000		72	72
L	Laborer - General 1.00	8.00 MH	37.000	437		437
OG	Operator - General 1.00	8.00 MH	74.000	787		787
<b>\$1,503.83</b>	0.1600 MH/BCY	16.00 MH	[ 8.88 ]	1,224		280
12.5000 Units/Hr	100.0000 Un/Shift	6.2500 Unit/M		12.24		2.80
						15.04

**Item Totals: 170 - FORCE ACCOUNT 1: EXCAVATE SOUTH FOUNDATI**

<b>\$3,584.99</b>	0.2500 MH/LF	25.00 MH	[ 15 ]	2,045	720	820	<b>3,585</b>
35.850	100 LF			20.45	7.20	8.20	35.85

**BID ITEM = 180**

Description = FORCE ACCOUNT 2: FILL SOUTH FOUND Unit = LF Takeoff Quan: 100.000 Engr Quan: 100.000

**053-16 Buy/Haul Gravel Base** **Quan: 56.20 TO Hrs/Shft: 8.00** **WCNONE** \*\*Unreviewed

<u>HSOLO</u>	Hauling Crew - 1 Solo	8.00 CH	<b>Prod: 8.0000 CH</b>	Lab Pcs: 1.00	Eqp Pcs: 1.00	
2B2001	CSBC	56.20 TON	14.500	815		815
8TKST12	Truck-Solo 12 CY bar 1.00	8.00 HR	60.000		480	480
D	Truck Driver - Genera 1.00	8.00 MH	68.000	730		730
<b>\$2,024.82</b>	0.1423 MH/TON	8.00 MH	[ 9.68 ]	730	815	480
7.0250 Units/Hr	56.2000 Un/Shift	7.0250 Unit/M		12.99	14.50	8.54
						36.03

**206-20 BLD Footing Backfill Mini Exc** **Quan: 100.00 BC Hrs/Shft: 8.00** **WCNONE** \*\*Unreviewed

<u>EX04</u>	Mini Excavator with Laborer	8.00 CH	<b>Prod: 8.0000 CH</b>	Lab Pcs: 2.00	Eqp Pcs: 2.75	
8E04	Excavator-4 Ton class 1.00	8.00 HR	23.000		184	184
8MJJ	Misc-Jumping Jack 1.00	8.00 HR	12.000		96	96
8VPU34	Truck - 3/4 ton (W/To 0.75	6.00 HR	12.000		72	72
L	Laborer - General 1.00	8.00 MH	37.000	437		437

Ditches Unlimited, Inc.  
23-1108 CORBIN BILLING

**Direct Cost Report**

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
-------------------	------	--------------	------	-----------	-------	-------------	----------------	------------	-------------	-------

**BID ITEM = 180**

Description = FORCE ACCOUNT 2: **FILL SOUTH FOUND** Unit = LF Takeoff Quan: 100.000 Engr Quan: 100.000

OG	Operator - General	1.00	8.00 MH	74.000	787					787
<b>\$1,575.84</b>	0.1600 MH/BCY		16.00 MH	[ 8.88 ]	1,224			352		1,576
12.5000 Units/Hr	100.0000 Un/Shift		6.2500 Unit/M		12.24			3.52		15.76

=====> **Item Totals: 180 - FORCE ACCOUNT 2: FILL SOUTH FOUNDATION W**

<b>\$3,600.66</b>	0.2400 MH/LF		24.00 MH	[ 14.32 ]	1,954	815		832		<b>3,601</b>
36.007	100 LF				19.54	8.15		8.32		36.01

<b>\$7,185.65</b>	<b>*** Report Totals ***</b>		49.00 MH		3,999	1,535		1,652		<b>7,186</b>
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>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

"Unreviewed" Activities are marked.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

**JOB NOTES**

Estimate created on: 07/27/2023 by User#: 0 -

Source estimate used: C:\HEAVYBID\EST\ESTMAST

\*\*\*\*\*Estimate created on: 11/08/2023 by User#: 0 -

Source estimate used: C:\USERS\OWNER\DESKTOP\TEK\23-0807

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 40 40 Hour Week (5-8 Hr Days)
- 410 40 Hour Week (4 10 Hr Days)
- 42 40 Hour Week (Dbl Shift)
- 43 40 Hour Week (Triple Shift)
- 45 45 Hour Week (5/9's)
- 46 45 Hour Week (Work 9/Pd 10)
- 50 50 Hour Week (5/10 Hr Days)
- 52 50 Hour Week (Dble 10's)
- 55 55 Hour Week (5/10's & 5)
- 60 60 Hour Week (5/12's)

Ditches Unlimited, Inc.  
23-1108 CORBIN BILLING

Page 3  
12/11/2023 9:16

**Direct Cost Report**

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-		
Resource		Pcs	Unit	Cost	Labor	Materi	Matl/Ex	Ment	Contra	Total

---

**BID ITEM = 180**

Description = FORCE ACCOUNT 2: FILL SOUTH FOUND Unit = LF Takeoff Quan: 100.000 Engr Quan: 100.000

61	60 Hour Week (6/10's)
70	Asphalt Plant Calendar
72	72 Hour Week (6/12s)



# RENTAL QUOTE

**TRENCH SAFETY**  
BRANCH B53  
2617 N DARTMOUTH LN  
SPOKANE VALLEY WA 99206-4277  
509-534-7294

Item 2: PCO 003 Additional Site Protection

# 231930708

Job Site

DITCHES UNLIMITED INC  
18089 S WATSON RD  
COEUR D ALENE ID 83814-8699

Office: 208-666-1650 Job: 208-666-1650

DITCHES UNLIMITED INC  
18089 S WATSON RD  
COEUR D ALENE ID 83814-8699

Customer # : 3391078  
Quote Date : 03/27/24  
Estimated Out : 04/01/24 08:00 AM  
Estimated In : 04/29/24 08:00 AM  
UR Job Loc : WILL CALL  
UR Job # :  
Customer Job ID :  
P.O. # :  
Ordered By : LAURA WARD  
Written By : MARK CHRISTMAN  
Salesperson : JOSHUA SMITH

**This is not an invoice  
Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
50	920/5415	MAT POLYETHYLENE 4' X 8' GROUND COVER		20.00	43.00	75.00	3,750.00
							Rental Subtotal: 3,750.00
							Agreement Subtotal: 3,750.00
							Tax: 225.00
							Estimated Total: 3,975.00

COMMENTS/NOTES:

CONTACT: LAURA WARD  
CELL#: 208-666-1650

50 Site Protection Mats for 3mo duration  
\$11,250.00 (3 X \$3,750.00 per month)  
Per Email dated 03/27/24, Ditches Unlimited will pay for 1 of 3 months:  
\$7,500 paid by City of Spokane  
\$3,750 paid by Ditches Unlimited, Inc.  
  
Note: add 9% WA Sales Tax to \$7,500 Encumbrance

Item 2: PCO 003 Additional Site Protection  
End of Backup Documents

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Item 3: No Cost Contract Time Extension with  
Substantial Completion at 06/28/2024

CITY OF SPOKANE CORBIN PARK														Mar 26, 2024
	APRIL 8	APRIL 15	APRIL 22	APRIL 29	MAY 6	MAY 13	MAY 20	MAY 27	JUNE 3	JUNE 10	JUNE 17	JUNE 24		
MOBILIZATION, GROUND PROTECTION	█													
ROUGH GRADE ALL AREAS	█	█												
AUGER AND SET FENCE POSTS		█	█											
GRADING FOR SOUTH MOW STRIP			█											
FORM, POUR, STRIP MOW STRIP			█	█										
SCHEDULE				█	█									
PAVE					█	█								
SPECIFIED CURE PERIOD						█	█	█	█					
PLEXI PAVE									█	█				
SPECIFIED CURE PERIOD										█	█			
STRIPES												█		
NETS													█	
FENCE FABRIC													█	
CLEANUP & DEMOBE													█	

Item 3: No Cost Contract Time Extension with  
Substantial Completion at 06/28/2024  
End of Backup Documents

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

**Entity name:** DITCHES UNLIMITED, INCORPORATED

**Business name:** DITCHES UNLIMITED

**Entity type:** [Profit Corporation](#)

**UBI #:** 602-860-344

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 18089 S WATSON RD  
COEUR D ALENE ID 83814-8699

**Mailing address:** 18089 S WATSON RD  
COEUR D ALENE ID 83814-8699

**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Deer Park General Business - Non-Resident</a>				<a href="#">Active</a>	Mar-31-2025	May-11-2021
<a href="#">Spokane General Business - Non-Resident</a>				<a href="#">Active</a>	Mar-31-2025	Sep-10-2019
<a href="#">Spokane Valley General Business - Non-Resident</a>				<a href="#">Active</a>	Mar-31-2025	Jul-17-2019

**Governing People** May include governing people not registered with Secretary of State

Governing people	Title
MCKINNIE, ARVISTIS	

The Business Lookup information is updated nightly. Search date and time: 3/29/2024 1:59:21 PM

[Contact us](#)

How are doing?



DITCUNL-01

CLONGINOTTI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Spokane Office</b> <b>Marsh McLennan Agency LLC</b> <b>501 N. Riverpoint Blvd., Ste 403</b> <b>Spokane, WA 99202</b>	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>(509) 838-3501</b>	<b>FAX</b> (A/C, No): <b>(866) 226-3738</b>	
<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Western National Mutual Insurance Company</b>	
		<b>NAIC #</b> <b>15377</b>	
<b>INSURED</b>  <b>Ditches Unlimited, Inc.</b> <b>18089 S. Watson Rd</b> <b>Coeur d'Alene, ID 83814</b>		<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPP 1179955 06	3/1/2024	3/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							<b>WA STOP GAP</b>	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		CPP 1179377 06	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 1030246 06	3/1/2024	3/1/2025	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV 1037068 02	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Motor Truck Cargo			CPP 1179960 06	3/1/2024	3/1/2025	Any One Vehicle	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Spokane is additional insured as per the attached forms.

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Spokane</b> <b>808 W Spokane Falls Blvd</b> <b>Spokane, WA 99201</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> April 3, 2023
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452
<b>Type of agenda item</b>	<input type="radio"/> Consent <input checked="" type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action	
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other	
<b>City Clerks file</b> (OPR or policy #)		
<b>Master Plan Goal, Objective, Strategy</b> <small>(Click <a href="#">HERE</a> for link to the adopted plan)</small>	Goal A, Obj. 1, Goal L, Obj. 1	<b>Master Plan Priority Tier:</b> First <small>(pg. 171-175)</small>
<b>Item title:</b> (Use exact language noted on the agenda)	Washington State Grant Funding Applications/project grant-authorizing resolutions (no cost).	
<b>Begin/end dates</b>	Begins:	Ends: <input checked="" type="checkbox"/> 06/01/2525
<b>Background/history:</b>		
Requesting grant authorizing resolution for (3) WA State grant applications in 2024, including: <ul style="list-style-type: none"> <li>-Meadowglen Park construction in North Indian Trail.</li> <li>-Coeur d'Alene Park playground and restroom and access renovation.</li> <li>-Thorpe Road (DNR) Property Trust Land Transfer.</li> </ul>		
<b>Motion wording:</b>		
Move to approve the Washington State funding applications grant-authorizing resolution with the Washington State granting agencies (no cost).		
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		
If so, who/what department, agency or company: N/A		
Name: N/A                                      Email address: N/A                                      Phone:		
<b>Distribution:</b>		
Parks – Accounting		
Parks – Sarah Deatrich		
Requester: Nick Hamad		
Grant Management Department/Name:		
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue		
Amount:                                      Budget code:		
N/A    N/A		
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor		
<b>Supporting documents:</b>		
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		
<input type="checkbox"/> UBI: n/a                      Business license expiration date:		
<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



Resolution # \_\_\_\_\_

CITY OF SPOKANE PARK BOARD

RESOLUTION

A RESOLUTION supporting the Thorpe Road Property Application to the Washington State Trust Land Transfer Program

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

WHEREAS, the Park Board is empowered by the City Charter to lay out, establish, purchase, procure, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways; and

WHEREAS, there is an identified geographic 'gap' in park land and service within the Southwest portion of the City of Spokane, particularly within the Grandview/Thorpe neighborhood South of W. Thorpe Rd. and West of Highway 195; and

WHEREAS, substantial residential development is proposed within the Grandview/Thorpe neighborhood, and no mandatory impact fees or park land dedication is required for new residential developments, further necessitating the addition of public park lands within the area; and

WHEREAS, Parks is not sufficiently funded to be able to acquire and or develop new park lands in this area; and

WHEREAS, the Washington State Department of Natural Resources (DNR) owns approximately 192 acres of natural land (Thorpe Property) within the Grandview/Thorpe neighborhood which it intends to surplus; and

WHEREAS, the Thorpe Property is identified as 'potential open space' in the City of Spokane Land Use Plan; and

WHEREAS, DNR manages a special program, titled the Trust Land Transfer (TLT) program, intended to 'keep special places in public ownership' using funding appropriated by the Washington State Legislature, which may enable the DNR property to be maintained as public open space at no up-front cost to Parks; and

WHEREAS, Parks received support letters from several non-profit and neighborhood groups interested in Parks acquiring the Thorpe Property through the TLT program; and

WHEREAS, Parks submitted an initial letter of intent and application to the 2025-2027 TLT program for the Thorpe Property in September of 2023; and

WHEREAS, Parks desires submit a resolution to DNR further supporting the acquisition of the Thorpe Property via the TLT program; and

WHEREAS, Parks anticipates accepting the Thorpe Property if acquired through the TLT program, as acquiring additional park land in District 2 is identified as a third-tier priority goal in the adopted park and natural lands master plan; and

NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane Park Board to support the 'Thorpe Road Property' application to the Washington State Department of Natural Resources Trust Land Transfer Program in the 2025-2027 biennium.

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

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

Attest:

Approved as to form:

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

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



## Applicant Resolution/Authorization

Organization Name (sponsor) City of Spokane Parks and Recreation Division

Resolution No. or Document Name N/A

Project(s) Number(s), and Name(s) Meadowglen Park Neighborhood Park Construction

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

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

NOW, THEREFORE, BE IT RESOLVED that:

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

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Jason Conley, Interim Director, Spokane Parks & Recreation
Project contact (day-to-day administering of the grant and communicating with the RCO)	Nicholas Hamad, Park planning and Development Manager Spokane Parks and Recreation
RCO Grant Agreement (Agreement)	Jason Conley, Interim Director, Spokane Parks and Recreation
Agreement amendments	Jason Conley, Interim Director, Spokane Parks and Recreation
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Jason Conley, Interim Director, Spokane Parks and Recreation

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

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

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

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

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

Signed \_\_\_\_\_

Title Interim Director, Spokane Parks and Recreation Date \_\_\_\_\_

On File at: City of Spokane Clerks Office

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

Location: City of Spokane Park Board Meeting Date: 4/11/2024

Washington State Attorney General's Office

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

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



## Applicant Resolution/Authorization

Organization Name (sponsor) City of Spokane Parks and Recreation Division

Resolution No. or Document Name N/A

Project(s) Number(s), and Name(s) Coeur d'Alene Park playground, restroom and access reno

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

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

NOW, THEREFORE, BE IT RESOLVED that:

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

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Jason Conley, Interim Director, Spokane Parks & Recreation
Project contact (day-to-day administering of the grant and communicating with the RCO)	Nicholas Hamad, Park planning and Development Manager Spokane Parks and Recreation
RCO Grant Agreement (Agreement)	Jason Conley, Interim Director, Spokane Parks and Recreation
Agreement amendments	Jason Conley, Interim Director, Spokane Parks and Recreation
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Jason Conley, Interim Director, Spokane Parks and Recreation

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

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

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

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

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

Signed \_\_\_\_\_

Title Interim Director, Spokane Parks and Recreation Date \_\_\_\_\_

On File at: City of Spokane Clerks Office

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

Location: City of Spokane Park Board Meeting Date: 4/11/2024

Washington State Attorney General's Office

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

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



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park	<b>Committee meeting date:</b> April 8, 2024	
<b>Requester</b>	Jonathan Moog	<b>Phone number:</b> 509-625-6243	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal L, Objective 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Riverfront Park Rental Agreement with Spokane Lilac Festival Association (\$100,000) - Jonathan Moog		
<b>Begin/end dates</b>	Begins: 03/22/2024	Ends: 05/19/2024	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>	<p>The Spokane Lilac Festival Association (Licensee) is hosting Lilac Brewfest, a ticketed craft beer tasting event, on May 18 at the US Pavilion. Licensee is required to utilize City's ticketing system (AXS) which will sell and collect all ticket revenue on behalf of the Licensee. Under this arrangement, the licensee is entitled to reimbursement of collected ticket revenue after deduction for fees and the venue rental cost. The maximum payout of \$100,000 is determined by venue capacity and ticket price. The actual payout will be less.</p>		
<b>Motion wording:</b>	Approve Riverfront Park Rental Agreement with the Spokane Lilac Festival Association		
<b>Approvals/signatures outside Parks:</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Lilac Festival Association Name: Adriana Berndt    Email address: ed@spokanelilacfestival.org    Phone: 509-535-4554		
<b>Distribution:</b>	Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog, Amy Lindsey Grant Management Department/Name:		
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue	Amount: \$100,000    Budget code: 1400-54341-76901-34742		
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor	<b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601-164-924    Business license expiration date: 12/31/24 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

City Clerk's No. \_\_\_\_\_



**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**RIVERFRONT PARK EVENT AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **SPOKANE LILAC FESTIVAL ASSOCIATION** a non-profit organization, whose address is 901 North Monroe Street, Suite 222A Spokane, Washington 99201, as ("Licensee"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.**

The City will provide use of the Riverfront Park Pavilion Amphitheater for Licensee's Spokane Lilac BrewFest May 18, 2024, in accordance with the Riverfront Reservation Contract attached as Exhibit B. Per the terms of Exhibit B, Licensee shall pay a total of \$5,025.00 for Pavilion, dumpster and fencing rental as more specifically itemized in Exhibit B. The Licensee will be using the grounds of the Pavilion to produce a ticketed craft beer tasting event that will feature breweries pouring samples of beer to attendees under a Washington State Special Occasion License. Event will also feature live music stage. Hours of the event will be Noon to 5pm. Load-in will begin at 10am. Load-out will conclude by 11pm.

2. **CONTRACT TERMS.** The Contract shall begin March 22, 2024, and run through May 19, 2024, unless amended by written agreement or terminated earlier under the provisions.

3. **COMPENSATION.** The City Shall pay Licensee a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, plus applicable tax, for everything furnished and done under this Contract. The Licensee shall pay all expenses and applicable tax prior to the City remitting proceeds from sale of tickets to Event. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

4. **PAYMENT.** The Licensee shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. Payment will be made via direct deposit/ACH within forty-five (45) days after receipt of the Licensee's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Licensee and 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. The Licensee understands all paid admission events held at the Premises are subject to admission taxes per Spokane Municipal Code 08.03.020 unless evidence of 501(c)(3) tax-exempt status is furnished to the City thereby rendering the limited admission tax exemption set forth in SMC 08.03.020(5) applicable to this contract.
6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
7. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
8. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.
9. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
10. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Licensee for all work previously authorized and performed prior to the termination date.
11. INSURANCE. During the term of the Agreement, the Licensee shall maintain in force at its own expense, the following insurance coverages:
  - A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
  - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
    - i. Acceptable supplementary Umbrella insurance coverage, combined with the Licensee's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
  - C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Licensee or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Licensee shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Licensee's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation

clause, and the deduction or retention level. The Licensee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

13. DEBARMENT AND SUSPENSION. The Licensee 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.

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

15. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Licensee shall perform the best general practice.

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

17. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Licensee shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Licensee 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.

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

19. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Licensee’s materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Licensee’s materials or information and the City determines there are exemptions only the Licensee can assert, City will endeavor to give Licensee notice. Licensee, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Licensee does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

20 DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

**SPOKANE LILAC FESTIVAL ASSOCIATION**

**CITY OF SPOKANE  
PARKS AND RECREATION**

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:**  
Exhibit A – Certification Regarding Debarment  
Exhibit B – Riverfront Reservation Contract

**EXHIBIT A**

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

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

## EXHIBIT B

**GROUP RESERVATION CONTRACT**

**Spokane Lilac BrewFest**



Riverfront Spokane  
City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201  
509-625-6617

Spokane Lilac Festival Association  
901 N Monroe St. Suite 222A  
Spokane WA, 99201  
Attn: Adriana Berndt  
(509) 998-5540  
ed@spokanelilacfestival.org

**Event Date:** Saturday, May 18, 2024  
**Reservation Number:** 2831-65-65-8191  
**Estimated Attendance:** 2500  
**Event Costs Due:** \$5,025.00

An on-site coordinator is provided to greet you upon arrival and help you with setup. No vehicles are allowed to enter the park unless arranged no less than 72 hours prior to arrival.

**EVENT DESCRIPTION**

The Licensee will be using the grounds of the Pavilion to produce a ticketed 30 craft beer tasting event that will feature breweries pouring samples of beer to attendees under a Washington State Special Occasion License. Event will also feature live music stage. Hours of the event will be Noon to 5pm. Load-in will begin at 10am. Load-out will conclude by 11pm.

**CANCELLATION POLICY**

A refund of venue rental fees shall be made only if written notice of cancellation is received by Riverfront Park at least sixty (60) days prior to the date of the event. Events booked within 60 days will not be eligible for refunds. For outdoor events, upon written request, Riverfront Park will allow cancellations and a full refund if the air quality index is in the Unhealthy – Hazardous (151 - 500) range.

**INDEMFICATION**

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

**INSURANCE**

Automobile Liability Insurance is required for events with vehicles entering the park with the following coverage limits:Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000.00 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Licensee or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Licensee shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Licensee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



**EVENT SCHEDULE**

Activity	Date/Time
:	

**SPACES RESERVED**

Date	Time	Room	Usage
5/18/2024	All Day	Pavilion Amphitheater	

**SPACE RENTAL**

Date	Time	Room	Usage	Price	Discount	Total
5/18/2024	All Day	Pavilion Amphitheater		\$5,700.00	\$1,425.00	\$4,275.00

<b>Subtotal</b>	<b>\$5,700.00</b>
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Less Discounts	<b>\$1,425.00</b>
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2023 Non-Profit: Public Fundraiser	\$1,425.00
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<b>Rental Total</b>	<b>\$4,275.00</b>
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**ITEM CHARGES**

Events

Time	Item/Title	Qty/Price	Subtotal	Total
	20yd Dumpster	1 Each @ \$450.00/Each	\$450.00	\$450.00
	8' Event Fence	25 Each @ \$12.00/Each	\$300.00	\$300.00

<b>Subtotal</b>	<b>\$750.00</b>
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<b>Events Total:</b>	<b>\$750.00</b>
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<b>Item Charges Total</b>	<b>\$750.00</b>
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**EVENT SUMMARY**

<b>Event Charges</b>	<b>\$6,450.00</b>
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Less Discounts	<b>\$1,425.00</b>
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2023 Non-Profit: Public Fundraiser	\$1,425.00
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<b>Subtotal</b>	<b>\$5,025.00</b>
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<b>EVENT TOTAL</b>	<b>\$5,025.00</b>
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**Riverfront Spokane:**

By: *Matthew S. Powell*  
Title: Event Manager  
Date: 3/22/2024

Riverfront Spokane  
808 W Spokane Falls Blvd.  
Spokane, WA 99201  
509-625-6617  
RiverfrontSpokane.org

**LICENSEE:**

By: *Adriana Berndt*  
Title: Executive Director  
Date: 3/22/2024

Vendor Name: Spokane Lilac Festival Association  
Vendor Address: 901 N. Monroe St. , Suite 222A  
Vendor Phone: (509) 998-5540  
Vendor E-Mail: [developmentdirector@spokanelilacfestival.org](mailto:developmentdirector@spokanelilacfestival.org)

*AB*

**EXHIBIT A**  
**TERMS AND CONDITIONS FOR RIVERFRONT PARK – PUBLIC AND PRIVATE EVENTS**

This statement of Terms and Conditions relates to the non-exclusive revocable license to use specific area(s) and facilities (“Premises”) of Riverfront Park located at 507 North Howard Street, Spokane, Washington 99201, for the subject event between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as “The City,” and the party identified on the associated Riverfront Park Use Agreement or Group Reservation Contract, hereinafter referred to as “Licensee.” To the extent terms vary or are in conflict between this document and the Riverfront Park Use Agreement or contract, if applicable, the terms of the Riverfront Park Use Agreement or contract shall govern.

**EVENTS IN RIVERFRONT PARK**

These Terms and Conditions apply to all special uses which are staged within the boundaries of Riverfront Park, or have impact upon its property and/or facilities. It is the sole responsibility of Licensee to ensure participants have knowledge of and are in compliance with the following Terms and Conditions.

**LAWS, RULES, & REGULATIONS**

Licensee may use the Premises during such times and for the purposes set forth in the associated Use Agreement or Group Reservation Contract and at no other time and for no other purpose without the City’s prior written consent. Licensee shall comply with all Laws applicable to Licensee, the Premises, this License Agreement and Licensee’s activities and obligations hereunder, and shall have the sole responsibility for costs, fees, or expenses associated with such compliance. As used herein, the term “Laws” shall mean any and all statutes, laws, ordinances, codes, rules or regulations or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over Licensee, the Premises, this License Agreement, and/or Licensee’s obligations under this License Agreement. If any governmental license or permit is required or

desirable for the proper and lawful conduct of Licensee’s activities in or on the Premises, or if the failure to secure such a license or permit might in any way affect the City, then Licensee, at Licensee’s sole cost and expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by the City. Licensee, at Licensee’s sole cost and expense, shall at all times comply with the requirements of each such license or permit.

**CONDITION OF PREMISES**

Licensee has inspected the Premises, accepts its condition and agrees that there are no repairs, changes, or modifications to be made to the Premises by the City to accommodate Licensee’s intended use of the Premises. Licensee accepts the Premises “as is,” subject to all existing liens, encumbrances and other matters of record and all zoning and building regulations which affect the Premises. Licensee acknowledges that the City, its agents, officers or employees have not made any representations or warranty with respect to the Premises or the suitability for Licensee’s intended use and that no representations or warranty have been made as to the state of construction or repair of the Premises.

**SITE PLAN**

Depending on the nature of the event, a site plan may be required. If an activity interferes with normal park operations or requires special arrangements, including, but not limited to additional power, potable water, fencing, vendor information booths, tents, canopies, stages, air inflated balloon or characters, first-aid stations, lost & found areas, portable restrooms, vehicles on site, temporary concession booths, beverage gardens and/or temporary reduction of irrigation park grounds, or additional on-site signs or banners, a site plan will be required. All canopies, tents, inflatables and other similar structures MUST be secured by weights. NO STAKES ALLOWED. A site plan must show the

Updated March 2023

locations of all elements of the activity. This plan may need the approval of other city and county departments and/or agencies. The City always retains the right to alter site plans if, in the opinion of park management, certain grounds/facility conditions cannot support the special use as planned or if the set up interferes with normal park operations.

#### **RUNS, WALK, & RACES**

The City reserves the right to change the routes of runs/walks/races if, at the discretion of the City, the route interferes with normal park operations, raises public safety concerns or the turf conditions cannot support the event. Participants must stay on pathways in the park. The City encourages the use of cones, free standing signage, and volunteers to make sure participants stay on course. Signs are not allowed to be nailed, stapled, or bungee corded to trees, buildings, light poles, or road signs, and/or stakes driven into the ground, and/or the marking of any pavement or hard surface. Any marking used to designate the route must be removed at the conclusion of the event.

#### **VEHICLES IN THE PARK**

Private vehicles are not allowed in Riverfront Park without a valid vehicle permit. Vehicle permits may be obtained by contacting your event manager. All vehicles related to an event must have a vehicle permit displayed in the front window when on park property. Proof of insurance may be requested before vehicle permits are issued. Vehicles may not remain on Riverfront Park grounds during an event unless stated on an approved facility use agreement and vehicle permit. To remain on site a vehicle must: 1) have a vehicle permit in front window; 2) be shown on the site plan; and 3) must not interfere with normal park operations. A \$25.00 fee will be issued to vehicles found on park grounds without proper vehicle permits or if the vehicle is located in an unauthorized location. Vehicles may also be impounded at the owner's expense. All damages to park grounds or facilities that have been caused by vehicles will be billed directly to Licensee.

#### **INSURANCE REQUIREMENTS**

For public and private events with over 200 attendees, a Certificate of Insurance (COI) will be required before a final permit is approved. The Licensee is required to provide a COI which shows \$1 million in worker's compensation, general liability insurance, and automobile insurance and a policy endorsement which names the City of Spokane (808 W. Spokane Falls Blvd., Spokane, WA 99201) as additional insured.

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;

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 provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this Agreement; and C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish an acceptable Certificate of Insurance (COI) to the City at the time the Consultant returns the signed Agreement.

#### **FOOD & BEVERAGE EXCLUSIVITY**

Riverfront Park has an exclusive service provider for select concession food and beverage operations, alcohol sales and service and catering at the U.S. Pavilion, Loeff Carrousel and Numerica Skate Ribbon and SkyRide.

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**BEVERAGE SALES**

Riverfront Spokane is the exclusive provider of all non-alcoholic beverages in Riverfront Park. Non-alcoholic beverage sales and/or sampling may not occur without written approval by Park management.

**ALCOHOL POLICY**

The procurement and distribution of alcoholic beverages within Riverfront Spokane outdoor venues is subject to review and approval of Riverfront management and the Washington State Liquor and Cannabis Board (WSLCB). Licensees must be granted a permit through the WSLCB that must be displayed on premise throughout the duration of the special event. Additionally, licensee must obtain a special event permit through the Spokane Fire Department and work collaboratively with park management and rangers on security plans to ensure proper public safety protocols are implemented.

**TOBACCO-FREE PARK ZONES POLICY**

In September 2009, the Spokane Parks and Recreation Board established a Tobacco-Free Zones policy for Spokane Parks and Recreation Areas and Facilities. This policy requires that tobacco-free zones be established at large public events conducted in Parks and Recreation areas and/or facilities. Rules of procedure include, but are not limited to the following: 1) tobacco-free zones areas are established where children recreate such as playgrounds, swimming pools, splash pads, picnic shelters, park restrooms, skate parks, formal gardens, etc.; 2) a current list of community events where tobacco use will be restricted is available through the Riverfront Park Special Events coordinator (other events may be added as appropriate); 3) the Spokane Parks and Recreation Department will provide and install standardized tobacco-free one signs when required; 4) temporary event signage will be the responsibility of the event licensee; 5) the promotion of tobacco based products is prohibited at all park properties and events conducted on park property; 6) each and every request for an event permit will require a review

of the Tobacco policy with the user group; and 7) enforcement of this policy will be self-directed and by peer pressure influence. Voluntary compliance will be encouraged through signage, educational material and public information releases. The entire Tobacco-Free Zone Policy is available through the Riverfront Park events office.

**GARBAGE, WASTE WATER, & GARABGE DISPOSAL**

Site plans must include plans for the disposal of excess garbage or other waste directly related to the event. Storm drains, man holes, restrooms, grass/shrubbery or the river are not to be used for this disposal. Proper disposal methods will be strictly enforced. Licensee will be charged for disposal of waste or any damage which occurs as a result of improper disposal.

**PERSONNEL & EQUIPMENT**

Depending on the nature of the event, extra services, including security personnel or additional equipment may be required. The cost will be paid by the licensee. All extra services must be requested no later than 21 working days prior to the event. If available, extra services/equipment requested less than 10 days prior to the event will be charged at twice the regular rate.

**RESTROOMS**

While many areas of Riverfront Park are equipped with restroom facilities, these may not be adequate for large events. The County Health Department advises to have one (1) portable restroom for every 250 people. The number and location of portable restrooms will be determined by the Park's Event Manager. Five percent (5%) of all portable rest rooms must be ADA approved. Licensee is solely responsible for the expense of portable restroom(s).

**MUSIC/PUBLIC ADDRESS SYSTEMS/NOISE ORDINANCE**

P.A. systems cannot be used after 10:00 p.m. unless a variance has been granted by the City of Spokane Code Enforcement office and Riverfront

Updated March 2023

Park management. The City retains the right to control the P.A. volume. When music or a public address system is necessary for a special use activity, manager approval is necessary and the licensee is responsible to: 1) get proper approval from the Park and City of Spokane Code Enforcement office; 2) use professional audio / stage technicians; 3) adhere to "start/end" times; 4) ensure the use of approved staging; 5) provide all extra services and equipment as necessary; and 6) inappropriate language or actions may result in the privilege being revoked.

#### **PUBLIC ACCESS/GREEN SPACE**

It is the desire of the City to maintain free public access to Riverfront Park facilities and grounds. However, under certain circumstances, restricting public access to park facilities and areas may be allowed. It is the licensee's responsibility to provide appropriate signs directing the public to alternate pathways away from any limited access areas. Spokane Parks and Recreation Department desires to maintain all city parks as open green spaces. To accomplish this, Riverfront Park may have limited scheduling to allow time for re-seeding, watering and growing time. Scheduling shall reflect a policy to minimize impact and maximize renovation and growing time.

#### **NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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 Licensee agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Licensee.

#### **DAMAGES**

Licensee shall not cause or permit anything to be done to injure, mark, or in any manner deface the Premises or any equipment located on the Premises. Licensee shall keep the Premises and facilities clean and safe from damage. In the event of damage to the Premises or equipment, the Licensee shall pay to the City, on demand, the sums needed to fully restore the Premises or equipment, or repair the damage. The damage shall include crowd damage as a result of failure to maintain order, and / or failure to have a sufficient security force in place necessary to maintain order.

#### **AGREEMENT SUSPENDED**

In the event of impossibility or impracticality of the event/activity because the Premises or any part is destroyed or damaged or rendered unfit for occupancy or in case of emergency or strike, this Agreement shall at the option of the City be suspended and the City shall return to the Licensee any advance payment without further liability or obligation. The Licensee waives all rights of actions against the City for loss of use of the Premises, including consequential losses, due to fire or other hazards, however caused.

#### **APPEALS**

All restrictions, conditions and fees, or the denial of a permit may be appealed to the Riverfront Park Director or designee. Appeals must be at least thirty (30) days in advance of the activity and must be in writing. The name, address and phone number of the applicant; name of the activity, a description of the proposed activity, date of the requested usage and the nature of the appeal must all be on the appeal request. Your park representative will make every attempt to be in contact with you within 10 working days with the results of the appeals process.

#### **INDEMNIFICATION**

Licensee 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

Updated March 2023

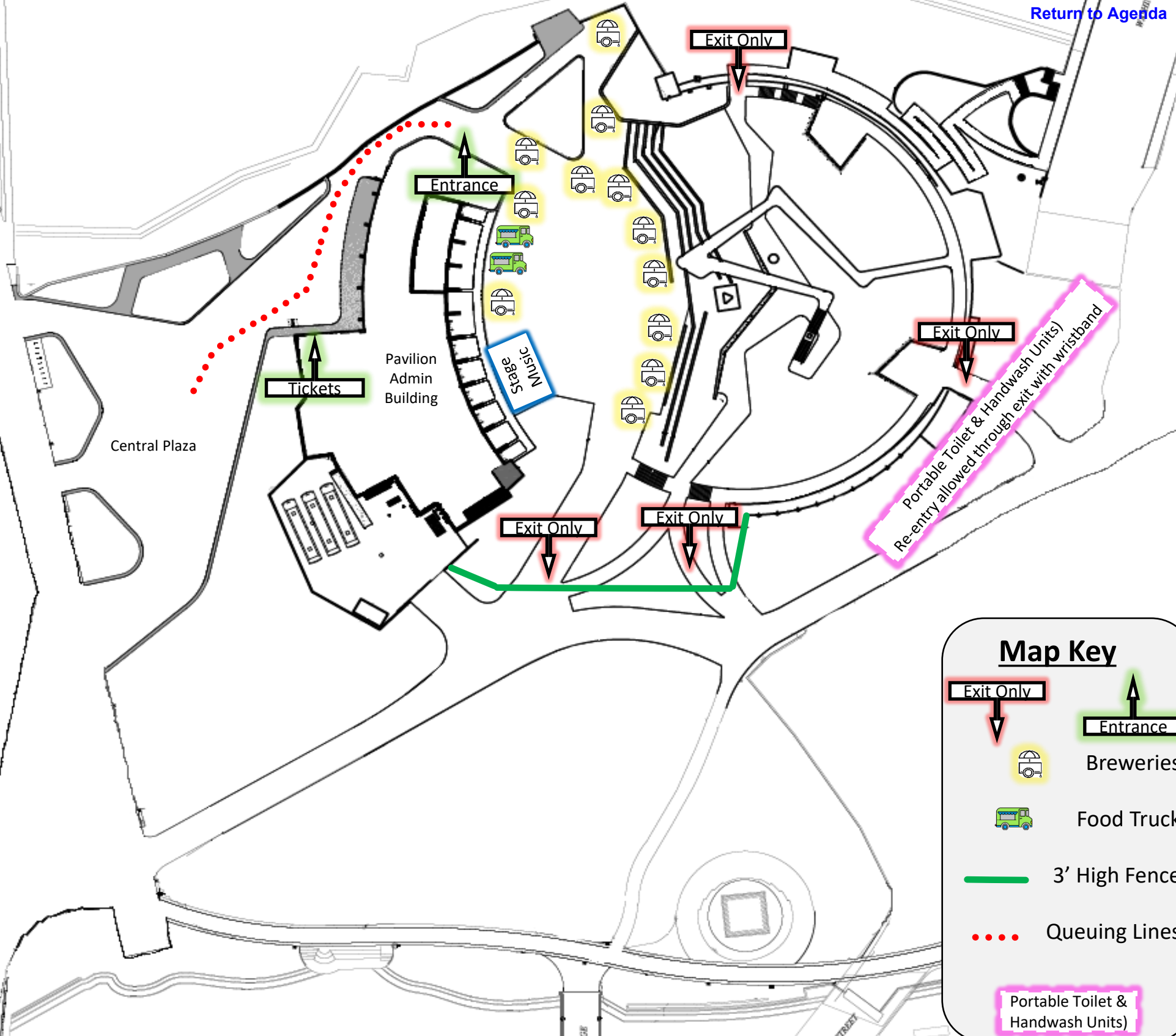
(including death) and/or property damage which arise from Licensee's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require Licensee to indemnify the City against and hold harmless the City from claims, demands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

**CONTRACT DOCUMENTS**







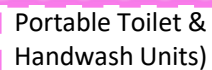
This statement of Terms and Conditions and the Licensee's associated Use Agreement or Group Reservation Contract comprise the complete understanding between the parties.

Updated March 2023

HOWARD STREET



### Map Key

-  Exit Only
-  Entrance
-  Breweries
-  Food Truck
-  3' High Fence
-  Queuing Lines
-  Portable Toilet & Handwash Units)



## License Information:

**Entity name:** SPOKANE LILAC FESTIVAL ASSOCIATION

**Business name:** SPOKANE LILAC FESTIVAL ASSOCIATION

**Entity type:** Nonprofit Corporation

**UBI #:** 601-164-924

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 901 N MONROE ST  
STE 222A  
SPOKANE WA 99201-2158

**Mailing address:** 901 N MONROE ST  
STE 222A  
SPOKANE WA 99201-2158

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane Nonprofit Business</a>	T12027240BUS			Active	Dec-31-2024	Oct-15-2012

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
BERNDT, ADRIANA	EXECUTIVE DIRECTOR
KOTTWITZ, STACEY	Office Manager



SPOKLIL-01

CVANZANTEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Hub International Northwest LLC, Spokane, WA 99220
INSURED: Spokane Lilac Festival Association, 901 N Monroe St, Suite 222A, Spokane, WA 99201
INSURER(S): Philadelphia Indemnity Insurance Company, NAIC # 18058

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is listed as an Additional Insured for the Spokane Lilac Festival Torchlight Parade in May 18th, 2024

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
808 Spokane Falls Blvd
Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cailey Vanzanten

# Contractors

## SPOKANE LILAC FESTIVAL ASSOCIA

**Owner or tradesperson** EARL EDWARDS

Doing business as

**SPOKANE LILAC FESTIVAL ASSOCIA**

**901 N MONROE ST STE 222**

**SPOKANE, WA 99201-2158**

WA UBI No.  
**601 164 924**

Governing persons

**EARL  
D  
EDWARDS**  
CHRISTINE LEVA;  
JAMES H PATTON;  
JOAN PETOW;  
CECELIA STEPHENS;  
MARILYN THORDARSON;  
JAMES E TINDLE;  
ARNE WEINMAN;

## Certifications & Endorsements

### OMWBE Certifications

No active certifications exist for this business.

### Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

## Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID  
**588,676-01**

**Account is current.**

Doing business as

**SPOKANE LILAC FESTIVAL ASSOCIA**

Estimated workers reported

**Quarter 4 of Year 2023 "1 to 3 Workers"**

L&I account contact

**T2 / LIUBOU GARCIA (360) 902-4652 - Email: GAIL235@lni.wa.gov**

## Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

### Required Training– Effective July 1, 2019

Needs to complete training.

### Contractor Strikes

**No strikes have been issued against this contractor.**

### Contractors not allowed to bid

**No debarments have been issued against this contractor.**

## Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

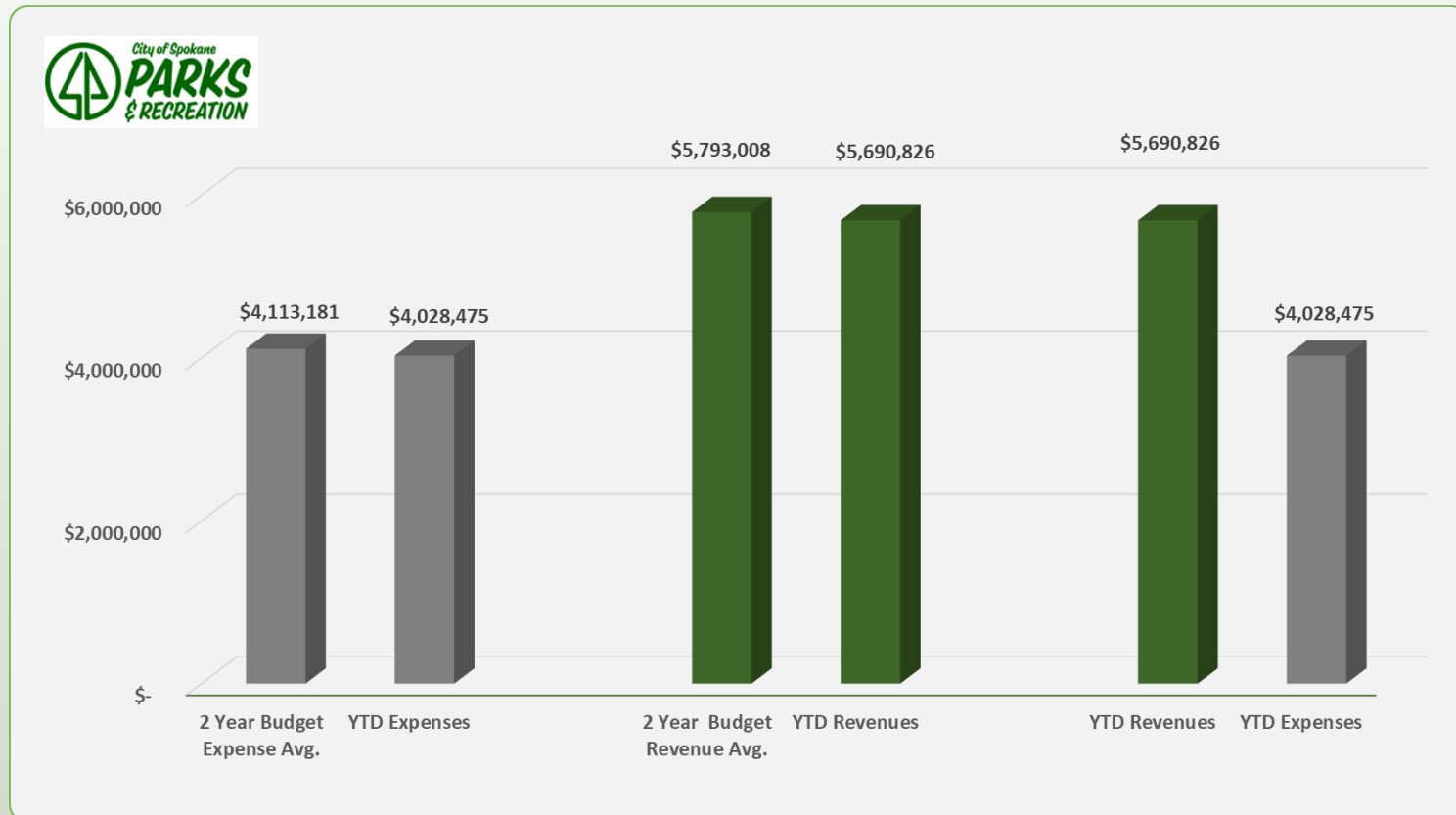


City of Spokane  
**PARKS  
& RECREATION**



*March '24  
Financials*

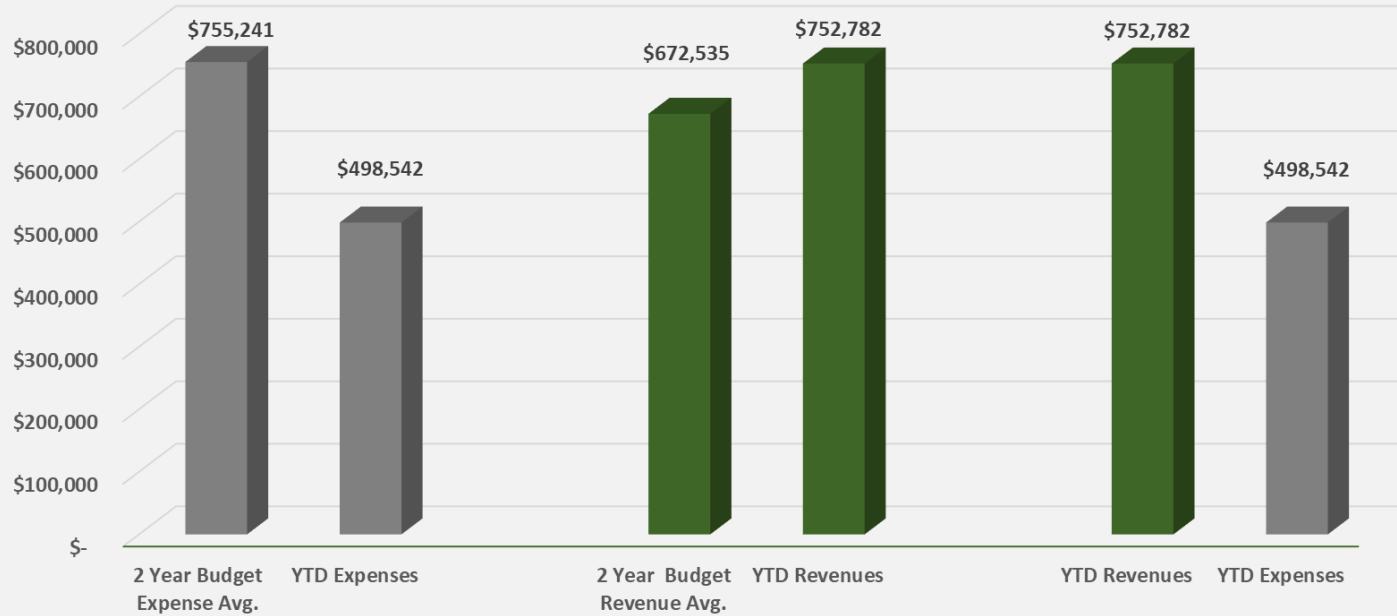
# Parks Financials



## Key Concepts:

- ❑ As a % of budget, both revenues and expenses are trending right in line with 2023.
- ❑ YTD net operating income is \$387,679 ahead of 2023, but approximately \$355,000 in interfund charges that should have been charged in March will be charged in April.
- ❑ YTD revenues currently exceed YTD expenses by \$1.66 million.

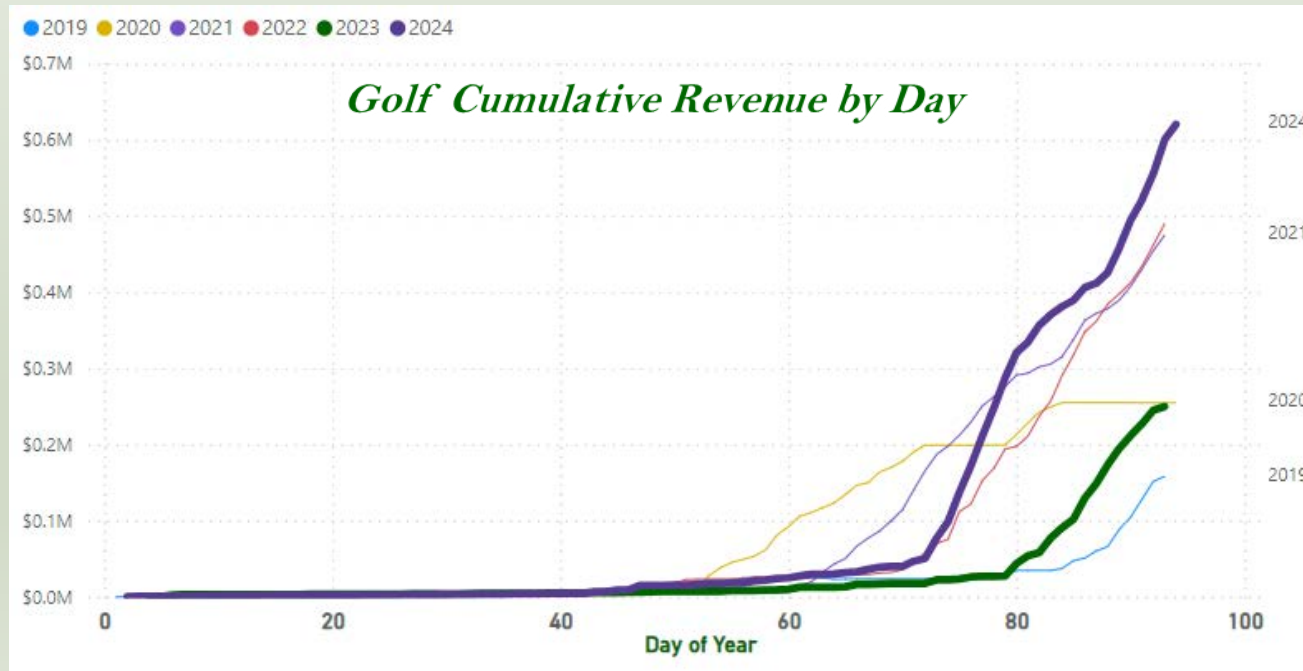
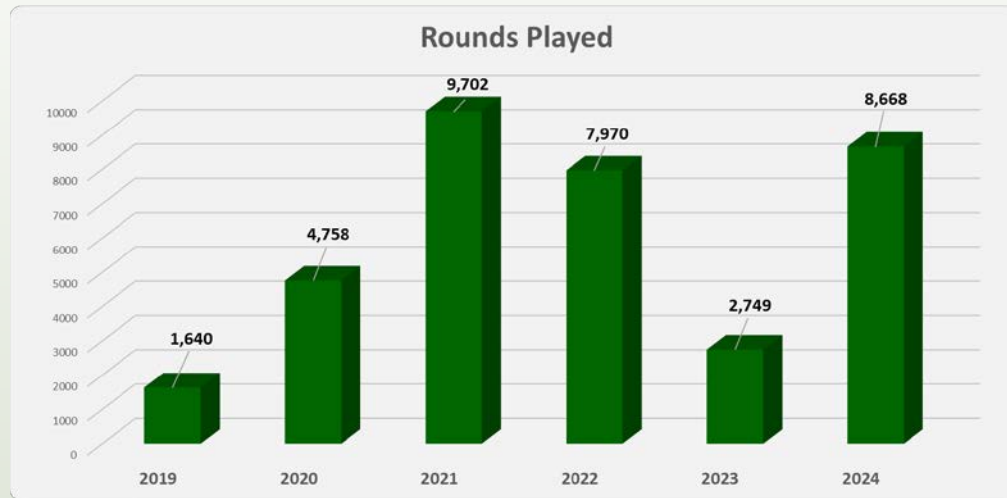
# Golf Financials



## Key Concepts:

- ❑ Three of the four courses opened mid-March with Indian Canyon opening the last weekend of March.
- ❑ With courses opening earlier than 2023, revenues are ahead of 2023 revenues by \$330,219.
- ❑ YTD, golf revenues are exceeding expenses by \$182,697 (excluding FIF).

# Golf Scorecard





City of Spokane  
**PARKS**  
& RECREATION



*Questions Or  
Comments?*



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	N/A			<b>Committee meeting date:</b> N/A
<b>Requester</b>	Bob Anderson		<b>Phone number:</b>	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)				
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	8 Goals / 13 Objectives	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First & Second	
<b>Item title:</b> (Use exact language noted on the agenda)	A resolution requesting City Council retain the citywide park improvement and safety levy on the August 2024 ballot.			
<b>Begin/end dates</b>	Begins: 04/11/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525	
<b>Background/history:</b>	<p>This resolution requests City Council retain the 'citywide park improvement and safety levy' on the August 2024 ballot as approved by council in December of 2023.</p> <p>The resolution also expresses Park Board support for future investment in public safety and views investment in both neighborhood parks and increased public safety as collaborative investment into the Spokane community.</p>			
<b>Motion wording:</b>	Motion to approve a resolution requesting City Council retain the 'citywide park improvement and safety levy' on the August 2024 ballot.			
<b>Approvals/signatures outside Parks:</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:				
Name:	Email address:	Phone:		
<b>Distribution:</b>	Bob Anderson / Gerry Sperling			
Parks – Accounting	Betsy Wilkerson			
Parks – Sarah Deatrich	Garrett Jones			
Requester: Bob Anderson	Jason Conley			
Grant Management Department/Name:	Nick Hamad			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue				
Amount:	Budget code:			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor				
<b>Supporting documents:</b>				
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)			
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)			
<input type="checkbox"/> UBI:                      Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Resolution # \_\_\_\_\_

CITY OF SPOKANE  
PARK BOARD RESOLUTION

A RESOLUTION requesting City Council retain the Citywide Park Improvement and Safety Levy on the August 2024 ballot.

WHEREAS, the City of Spokane owns and operates 3,900+ acres of parks & natural lands within and outside of the City of Spokane; and

WHEREAS, the Park Board is empowered by the City Charter with exclusive jurisdiction and control to lay out, establish, procure, purchase, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards and parkways, and connecting parks and structures thereon located both within and outside of the City of Spokane; and

WHEREAS, City spending on parks has significantly decreased as a portion of the City's budget since a City Charter change and removal of an automatic fixed levy of property tax for park purposes in 1983 (RES 83-72); and

WHEREAS, there has been no substantial citywide investment in the City's neighborhood parks since 1999 and neighborhood park conditions have slowly deteriorated as a result; and

WHEREAS, for example, 2/3 of all park playgrounds, 1/2 of all park restrooms, and 1/4 of all park sport courts citywide require complete replacement to restore and continue service; and

WHEREAS, without additional funding dedicated to the renovation, replacement, enhancement, and addition of neighborhood parks citywide, the level of park service within the community will be significantly reduced; and

WHEREAS, the Park Board will be required to remove deteriorating playgrounds, restrooms, sport courts, and park grounds from service without additional funding dedicated to the ongoing renovation, replacement, enhancement of these facilities, amongst others; and

WHEREAS, the five-year financial forecast for Parks and Recreation anticipates annual expense growth exceeding annual revenue growth, which would require a reduction in core services in order to achieve a balanced budget, which is a requirement of the Park Board Financial Management policy (Admin 1400-14-14); and

WHEREAS, commencing in February of 2021 and culminating in the “Healthy Parks, Healthy Neighborhoods” park investment program, the Park Board and its agents dedicated over 2.5 years of staff time and financial resources to completing park system assessments, conducting substantial award-winning public outreach regarding the city park system, and convening an ad-hoc executive committee of city leaders to develop a thoughtful and affordable method for improving the City’s neighborhood parks to better meet citizen expectations; and

WHEREAS, on October 12<sup>th</sup>, 2023 the Park Board adopted the “Healthy Parks, Healthy Neighborhoods” park investment program and recommended City Council place a single year levy lid lift measure of approximately \$0.29/\$1,000 of assessed valuation on the February 13, 2024 ballot to fund the adopted citywide park capital and operational improvements (OPR 2023-1088); and

WHEREAS, the “Healthy Parks, Healthy Neighborhoods” park investment program is an affordable investment in the health, safety, and welfare of the Citizens of Spokane, and is therefore a key component with the City’s commitment to improving community public safety.

WHEREAS, recent previous investments within Spokane’s neighborhood parks in Liberty Park and Dutch Jake’s Park have empirically shown physical investment in the renovation, replacement, and improved maintenance of public park spaces reduces criminal calls for service and improves perceived safety within and adjacent to those investments; and

WHEREAS, after over 3 years of thoughtful analysis, public engagement, and committee evaluation, it is the opinion of the Park Board the citizens of Spokane be given an opportunity to vote on a neighborhood park improvement measure promptly after the city engaged the public to determine community priorities and desires for improvements to city park service; and

WHEREAS, the proposed park levy has already been deferred from February 2024 to August 2024 previously; and

WHEREAS, on December 4<sup>th</sup>, 2023 City Council adopted a ballot resolution placing the citywide neighborhood park improvement levy on the August 06, 2024 election (RES 2023-0095); and

NOW, THEREFORE,

BE IT RESOLVED by the Park Board to strongly recommend City Council retain the Citywide Park Improvement and Safety Levy on the August 06, 2024 ballot as approved by City Council in December of 2023 to respect the thoughtful work completed and allow for citizen choice in their local government; and

BE IT FURTHER RESOLVED the Park Board supports a thoughtful and methodical future investment in public safety and views both neighborhood park investment and increased public safety a collaborative investment into the Spokane community.

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

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

Attest:

Approved as to form:

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

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

**From:** [Carol Landa-McVicker](#)  
**To:** [Spokane Parks and Recreation](#)  
**Subject:** Transfer of Thorpe Road property  
**Date:** Tuesday, April 2, 2024 7:25:16 PM

---

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

I support the resolution that provides:

A RESOLUTION supporting the Thorpe Road Property Application to the Washington State Trust Land Transfer Program

As our residential neighborhoods expand and the City grows, it is important to keep open spaces for people to recreate and experience natural areas within our city limits. Please support this transfer.

Thank you,

Carol

*Carol Landa-McVicker*

[Redacted signature]

[Redacted contact information]

*"Our lives begin to end the day we become silent about things that matter."* (Martin Luther King, Jr.)

**From:** [Heidi Gann](#)  
**To:** [Spokane Parks and Recreation](#)  
**Subject:** Land transfer of Thorpe property from Dept. of Natural Resources to the City of Spokane  
**Date:** Monday, April 8, 2024 4:18:56 PM

---

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

Please add my vote for the Thorpe property to be acquired by Spokane City Parks!

One of the things that make Spokane such an attractive place to live and visit is the natural areas within and around the city. There are many available spaces within the city that could be used for more housing, but this land needs to be preserved. It would be a shame to deprive future generations of the pleasure of enjoying this area that a park with trees, trails and wildlife will provide. Please make sure we don't make a mistake that can't be reversed!

Heidi Gann

**From:** [Joshua Awesome](#)  
**To:** [Spokane Parks and Recreation](#); [REDACTED]  
**Subject:** Support of DNR to transfer 192 Acres to Spokane City Parks Instead of selling to developers  
**Date:** Monday, April 8, 2024 3:52:06 PM

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

Hello,

As a resident of Latah Valley, I am reaching out with the hope that you will consider expanding our parks rather than selling this picturesque land to developers. What our city truly needs is more green spaces, trees, and natural areas, not more residential developments. Currently, we are facing numerous challenges due to inadequate infrastructure in Latah Valley. I urge you to prioritize the creation of new, beautiful recreational areas where families can gather and enjoy nature together.

Thank you for your attention to this matter.

--

Sincerely,  
Joshua Awesome

[REDACTED]



**From:** [REDACTED]  
**To:** [Spokane Parks and Recreation](#)  
**Cc:** [REDACTED]  
**Subject:** RE: SUPPORT: Thorpe Road Transfer Resolution  
**Date:** Wednesday, April 3, 2024 7:56:16 AM

---

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

Park Board, Staff, and Interested Parties,

This email is in SUPPORT of the trust land transfer of the Washington Department of Natural Resources Thorp Road Property to the City of Spokane for the purpose of park and natural area. Please pass the resolution which will be before the Land Committee today.

I am a community volunteer for the group Spokane Urban Nature which works to advocate for natural areas within and near the environs of Spokane. I am a regular, almost daily, urban walker. I have walked in almost every park and piece of undeveloped land in Spokane. This is a choice spot for walking within the city limits of Spokane. This is a has a terrific view to the west.

It's an area which is near to housing and yet to be built housing (I think this is over 3,000 lots permitted). The area is short of parks and recreational spaces and the Latah Valley needs more open space and park access for its residents. This is a perfect spot for the creation of a community park with a large area left to be a bio-diverse natural area. I have hiked this area – clearly it is used by moose, deer, a broad range of smaller mammals, birds, and it has a wide variety of native vegetation.

The Spokane Parks Master Plan demonstrates that the residents of the city place high priority on natural areas and for preservation of habitat within the urban core. The Spokane Sustainability Action Plan places emphasis on the access to natural lands. Our community is excited about protecting open space. We have strong volunteer support for this kind of place.

I know that there are many community organizations weighing in on the support of this transfer and I add my voice to this effort.

Thank you for your consideration.

Sincerely

Karen R. Mobley (she/her)

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



**From:** [Laura Ackerman](#)  
**To:** [Spokane Parks and Recreation](#)  
**Subject:** Thorpe Rd. DNR Property  
**Date:** Wednesday, April 3, 2024 6:48:12 PM

---

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

Dear Parks Department,

I support the possible transfer of the Thorpe property to the City of Spokane. I have lived in the neighborhood for almost 26 years, and I have walked the property.

I understand the challenges the neighborhood has with development (none of which are low-income apartments or housing), a lack of public transportation, narrow roads, the Thorpe Tunnels, the challenges of wildfire, fire response, highway 195 and the health of Latah Creek. I am sure you do, too.

Add on to that a lack of a park (the one in Grandview is nice, I took my kids there when they were very young, but it's not big enough for the needs of the neighborhood), seriously dwindling habitat for wildlife and more and more demands on aquifer water for dense development.

What is also really concerning is this challenging interface neighborhood I live in. I mean that politically. The Spokane County Comprehensive Plan is due June 20, 2026. We now have five county commissioners, and the city and county need to work together and allow for a better process for citizen input than has happened in the past. Natural and critical areas are a part of that process.

Build, build, build is not a plan. Natural areas are strongly supported in this county. If the Thorpe property gets developed, it's a done deal, you can't get it back. We just don't have the natural area options as we did in the past, especially with such a large parcel.

Preserving this property for a park and mostly natural area is crucial for quality of life for this area in the county, especially because of how this part of Spokane was developed decades ago. It was not well-planned. We don't need another Eagle Ridge in this part of the county, we need a natural haven for humans and non-humans alike.

Thank you for submitting a letter of intent and application to the DNR TLT program and your continuing support. It is much appreciated.

Sincerely,  
Laura Ackerman

