



Special Meeting of the Spokane Park Board

Finance Committee

3 p.m. Tuesday, June 9, 2020

WebEx virtual meeting

Call in: 408-418-9388

Access code #: 961 867 233

Committee members:

Bob Anderson – Chair
Greta Gilman
Gerry Sperling

Notice is hereby given that, pursuant to Governor Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least June 17, 2020.

The special meeting of the City of Spokane Park Board Finance Committee will be held virtually via WebEx teleconferencing at 3 p.m. Tuesday, June 9, 2020. The public will be able to listen to the meeting by calling 408-418-9388 and entering the access code #961 867 233 when prompted. Written public comment may be submitted via email or mail. Comments must be received no later than 11 a.m. June 9 by email to <mailto:spokaneparks@spokanecity.org> or mail to: Finance Committee, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted comments will be presented to committee members prior to the meeting.

Agenda

Public comment: *Bob Anderson*

Action items:

- A. [Community court murals donation/Joint Arts Committee recommendation](#) – *Melissa Huggins*
- B. [Selkirk Development reciprocal easement/North bank](#) – *Berry Ellison*

Discussion items:

- A. Aquatics phasing and reopening plan – *Jennifer Papich/Josh Oakes*

Standing report items:

- A. [May financials](#) – *Mark Buening*

Contract items from other committees:

- A. Utilities/Parks interdepartmental agreement amendment/Riverfront Park parking lots (Revenue: \$96,865, no tax) – Riverfront Park
- B. GeoEngineers amendment #6/North bank (\$25,140, no tax) – Riverfront Park

Agenda 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. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or erahrclerks@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Finance Committee		
Committee meeting date	June 9, 2020		
Requester	Pamela Clarke	Phone number: 509-625-6241	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Community courts murals donation		
Begin/end dates	Begins: 6/11/2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Hooptown USA received a grant from Multicare to revitalize community basketball courts, and approached Spokane Arts with the idea of installing murals on certain courts. Three basketball courts located in various neighborhoods across the city, to benefit as many citizens as possible, have been proposed for the first mural installs, including: Peaceful Valley, Chief Garry and the Lincoln Heights. Spokane Arts hosted an open call for artists to submit their qualifications and a concept design. A total of 38 artists submitted applications for these projects and a panel of representatives from Hooptown USA, Spokane Parks, MultiCare, and Spokane Arts selected eight top designs as finalists. Those eight finalist designs were shared publicly in a community survey designed to gather input from residents living in or near the three neighborhoods. The selection panel considered the survey input as one part of their deliberations, along with the finalist artists' full applications, experience and past work, in making their selections. The three final designs were presented to the Joint Arts Committee June 8 who approved the recommendation to be brought before the Finance Committee for consideration.			
Motion wording: Move to approve the Community courts murals donation, as presented			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Melissa Huggins, Spokane Arts Name: Melissa Huggins Email address: Melissa@spokanearts.org Phone:			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Pamela Clarke Grant Management Department/Name:			
Melissa@spokanearts.org			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: N/A Budget code:			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <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)			

Introduction

Hooptown USA received a grant from Multicare to revitalize community basketball courts, and approached Spokane Arts with the idea of installing murals on certain courts. Together, we selected three basketball courts located in various neighborhoods across the city, to benefit as many citizens as possible: Peaceful Valley, the Chief Garry neighborhood, and the Lincoln Heights neighborhood. Since all three basketball court locations being discussed are located in Spokane Parks, this coalition of partners—Hooptown USA, Multicare, and Spokane Arts—respectfully ask the Parks Board to consider accepting the donation of three pieces of art, in the form of murals, each by a different artist. These murals are a celebration of the strength of both our local arts and sports communities. Together the mission is to establish a mosaic of art and basketball throughout the region to inspire and encourage inclusivity, ultimately building healthier communities.

Since 1990, the Spokane Hoopfest Association has built over 30 community outdoor basketball courts in the region and donated over \$1.6 million to local, charitable organizations, including Special Olympics – the primary beneficiary; community centers and various youth sports and learning programs. Hooptown USA is a brand that is designed to acknowledge and celebrate what Spokane has accomplished as a basketball community. As a city, we love and follow the game like no other place – from elite competitors, recreational players, teams, coaches, volunteers, and spectators young and old. We believe that sports connect neighborhoods - street by street - into healthy, thriving communities. Hooptown USA strives to enhance and strengthen those connections while amplifying our collective identity - all rooted in the magic of hoops.

Spokane Arts is an independent non-profit arts organization that partners with public and private entities to promote arts and culture in Spokane. Spokane Arts does so through grantmaking, arts advocacy, professional development opportunities for artists, and through our diverse programming across arts disciplines, which includes management of the public murals collection and other public artwork.

All three pieces of artwork would be donated to the Parks department in order to benefit the neighborhood residents who use these Parks. That means that the court resurfacing, line painting, artist selection, mural design and installation, project administration, and all costs reasonably associated with the installation of these three murals is being donated to Spokane Parks. With regard to the murals, we are asking Spokane Parks to accept the donation, give permission for installation, and help Spokane Arts staff coordinate the timing of installation along with Parks staff.

Selection process:

Spokane Arts hosted an open call for artists to submit their qualifications and a concept design, during March and April of 2020. 38 artists submitted applications for these projects. A panel of representatives from Hooptown USA, Spokane Parks, MultiCare, and city of Spokane Arts Commissioners selected eight top designs as finalists. Those eight finalist designs were shared publicly in a community survey designed to gather input from the three neighborhoods where these courts are located, as well as from those who use those parks but aren't residents of that neighborhood. Input from residents who live in the neighborhood was weighted more heavily. The online survey, which was promoted via Spokane Arts' social media, newsletter, and other digital tools, asked respondents to rank the designs, offer comments, and more. In addition to the online survey to solicit neighborhood input, we invited a representative from each neighborhood to participate in the jurying discussion and vote to determine the selected designs. The selection panel

considered the survey input as one part of their deliberations, along with the finalist artists' full applications, experience and past work, in making their selections.

Tiffany Patterson, Joshua Martel, and Nick Goettling were selected as the three individual artists to install outdoor basketball court murals on Spokane Parks basketball courts in Peaceful Valley, Chief Garry Park, and Thornton Murphy Park, respectively. The other finalists for the project were Reinaldo Gil Zambrano, Mila Sketch, the DeFelice Family, and Paulina Cholewinski.

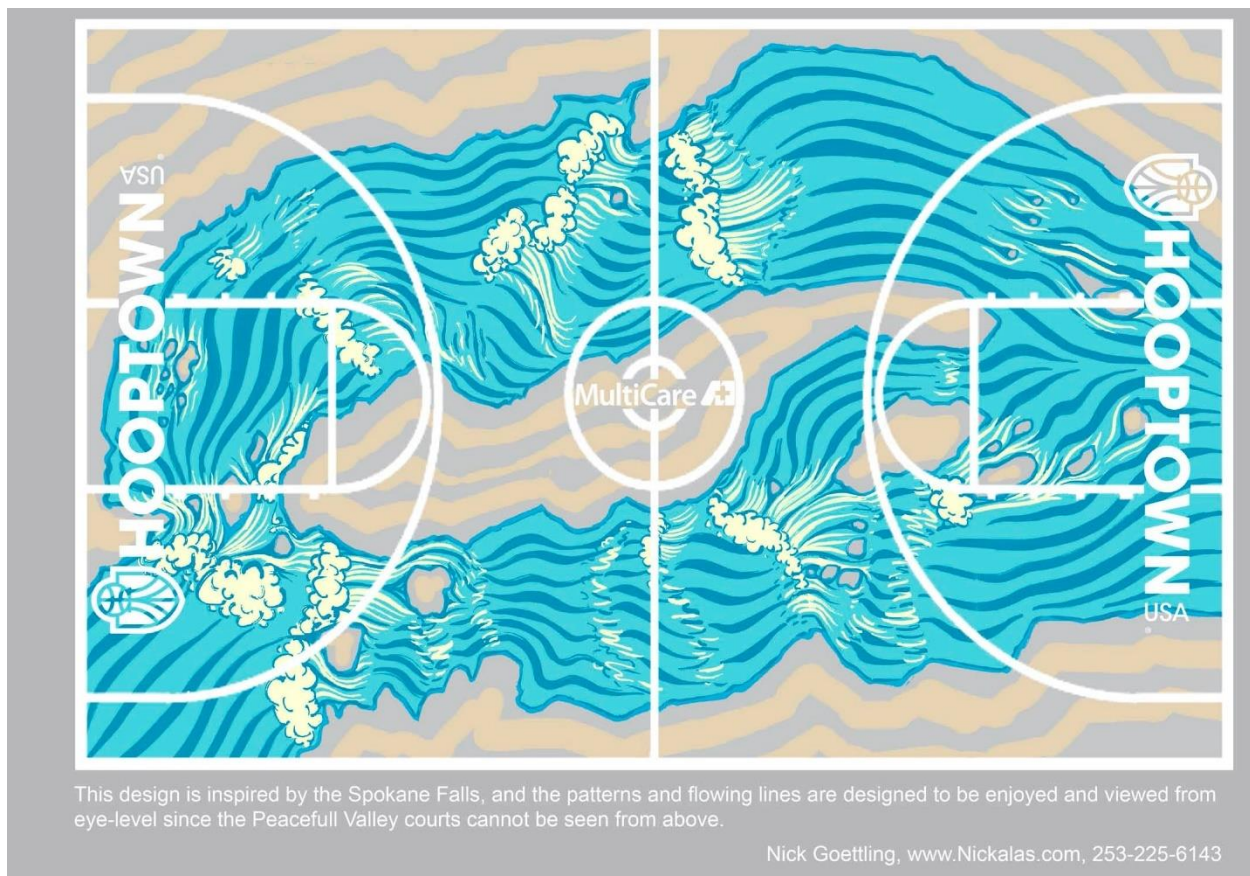
Peaceful Valley's basketball court will be the first outdoor court mural site for the project, and we hope to begin installation at the end of this month, if possible. Tiffany Patterson, a local artist and illustrator who has become well known locally for her recognizable playful and layered style, was selected for the Peaceful Valley site. Patterson was thrilled to be selected for that location, as it is in the same area of the very first mural project she was a part of over a decade ago: a City School project that partnered students and local artists. She's been part of a dozen mural projects since that first one. In her application for this project, Patterson noted she wanted to "use color and repeated shapes to mirror the energy of the game." For neighborhood representative Carol Bryan, the mostly blue and green design reflects the not-so-peaceful section of the river that flows by the neighborhood. "The River down here is very active. I love how her design captures that movement in a playful way." Punctuated by bright orange flaming basketballs, Patterson hopes her design is a fun and inclusive mural that helps to make the court even more inviting to anyone that might want to play, and as a space for imagining new games. "I have fond memories of running down basketball court lines as a child and making up games. I tried to include possibilities for hopping from shapes, and safe zones, perfect for play," shared Patterson in her application.



Chief Garry Park will be the site of the second mural to be installed for the project, with artist Joshua Martel scheduled to begin installation in mid-July this year. After growing up in Coeur d'Alene, Martel spent time in California and travelled the country, gaining experience as a muralist painting over 50 murals in the past seven years. Having recently returned to the area, Martel is excited to be installing his first large-scale mural in Spokane and **looking forward to working with the neighborhood on a community engagement project** that will accompany the mural. Our hope is that if public health rules allow, neighborhood residents in Chief Garry will be invited to participate in painting sections of the mural, led by the artist. This would be a free community event on a date to be announced. Martel had two designs in the top eight, one featuring two basketball players and the other (the selected design for this project) focused on a pair of classic basketball sneakers. Several artists' designs featuring shoes were among the top candidates; Martel's design was the most simplistic, relying on a muted but vibrant color palette and subtle gradients. As Martel noted in his application, "Simplicity when done right is strong."



The mural on the court at Thornton Murphy Park, in the Lincoln Heights neighborhood, will be installed in 2021. Gig Harbor-based artist Nick Goettling, who has installed murals in many places including Seattle, Portland, and Chicago, created a design inspired by the Spokane River falls for this project. As Goettling shared in his application, “This mural is meant to be seen and enjoyed at ground level, where the flowing lines, dynamic movement, and bold colors will reflect the energy and dynamism of the basketball games it frames.” Goettling is also currently working on a sculpture to be installed in the new Franklin Elementary school in Spokane; a project he was selected for by the Washington State Arts Commission. Arts Commission member Derrick Oliver was enthusiastic about the opportunity to include a piece from Goettling in Spokane’s public mural collection, saying “His work is phenomenal.”



PROCESS:

Prior to the mural installations, each court will be resurfaced, and after mural installation, the court lines repainted. The specifications for painting court murals include a special grit added to the paint, to ensure the court is safe for the primary purpose of playing basketball. All of the resurfacing work, painting, supplies and labor are being donated by Hooptown USA and MultiCare, with additional support from Spokane Arts, to benefit the neighborhoods and residents who frequent these Spokane parks. As indicated in the renderings, the logos for Hooptown USA and MultiCare will appear on the court as sponsors. The placement of the logos may be adjusted slightly, but per direction from Spokane Parks, a maximum of 15% of total court surface will include logos.

Outdoor Basketball court process & material recommendations

In researching best practices for these projects, Spokane Arts had multiple conversations with Project Backboard, NYC Parks department, and various mural artists who have installed outdoor court mural projects in other areas, including a consultation with experienced court-muralist Maria Molteni who has installed over half a dozen outdoor court murals over the past six years in Boston and the great New England area, and who has also consulted with Project Backboard.

Basic installation process:

1. Contractor accesses existing court and resurfaces or repairs as necessary
 - Repair cracks and patch fill uneven/sunken areas.
 - Apply acrylic court resurfacer. (If not resurfacing court, primer may be necessary before mural installation.)
2. Artist/artist team install mural
 - Artist outlines design (might use chalk to sketch in, create a grid, or use large stencils)
 - Paint mural using either:
 - Sports-specific color coating (recommend using same brand as acrylic court resurface installed by contractor, such as PlexiPave or similar)
 - Water-based acrylic floor coating with added anti-skid grit (such as Sherman Williams TreadPlex or equivalent, with added Rustoleum anti-skid additive, 1/2#/gallon)
3. Contractor applies court game lines and any other logos or text using line paint and stencils as needed.

Notes:

Project Backboard primarily recommends sports court color coatings, which have a limited color palette and are to be installed using squeegees, roofing brushes or rollers. Consulting muralists recommend acrylic floor coating with added grit, which allows for greater color palette, more detailed handling, and can be installed using brushes or rollers. NYC Parks uses both options. ***We recommend having both options available for future projects, but using acrylic floor coating for this first round of projects. Murals should be expected to wear most quickly (meaning in the first 2-3 years) in areas of heaviest play. Other outdoor courts in areas have held up well with some wear, for 4+ years.***

Additional notes we asked artists to consider when creating designs (adapted from Project Backboard recommendations):

1. Due to perspective and scale one should not need to be able to view the entire work to experience its energy (recommended to avoid detailed figurative works or overly detailed designs).
2. Try to avoid lines that will have the same width as game lines (2")
3. Due to expected accumulation of dirt and debris (bike tire tracks, soda spills etc.) and wear, delicate shading will become obscured.
4. The areas around the hoop and inside the three point line will experience fading first when heavily used and the areas of design near center and sidelines will last longest.
5. Light colors accumulate dirt fast; white can reflect sunlight and accumulate dirt quickly.
6. Large black areas absorb heat and can get hot.

Reference links:

Project Backboard: <https://projectbackboard.org/>

Court muralist Maria Molteni: <http://maria-molteni.squarespace.com/courts-1>

NYC Parks: <https://www.artisticfuel.com/visual-arts/artists-turn-nyc-basketball-courts-into-galleries-for-public-art/>

Selection panel:

Carol Bryan, Peaceful Valley neighborhood

Garret Daggett, Joint Art Committee member & basketball referee/player

Cathy Gunderson, Chief Garry neighborhood

George Hampton, MultiCare

Jennifer Ogden, Park Board

Derrick Oliver, Spokane Arts Commission (murals committee chair)

Matt Santangelo & Kristi Atkinson, Hooptown USA

Carol Tomsic, Lincoln Heights neighborhood

Andrew Whitver, Joint Art Committee

Administrative support provided by Spokane Arts staff Mika Maloney and Melissa Huggins, who facilitated meetings/provided materials/etc. but were not voting members of the jury.

Spokane Park Board

Briefing Paper



Committee	Finance Committee		
Committee meeting date	June 9, 2020		
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Selkirk Development Easement/North bank		
Begin/end dates	Begins: 6/11/2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Parks Dept and the Developer agree that the development of this easement will enhance the use and enjoyment of the Park Property and Papillon Property. Both wish to enter into this Easement and Agreement creating the easement and allowing for construction and maintenance of improvements that will provide pedestrian access, connection of open corridors and public spaces (including public access to restrooms) for the private property and the public. It is understood: (1) their redevelopment efforts will be mutually benefited by the easements provided herein; (2) the exchange of benefits cannot be reasonably or particularly valued; and (3) the mutuality of the benefits will benefit and burden the parties in equal proportion and no monetary consideration is due from one party to any other.			
Motion wording: Move to approve the Selkirk Development public access easement on the north bank of Riverfront Park			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Selkirk Development Name: Sheldon Jackson Email address: sheldon@selkirkdev.com Phone: 509 866-4477			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke gjones@spokanecity.org Requester: Berry Ellison llegrant@bwarch.com Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: N/A N/A			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <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)			

AFTER RECORDING RETURN TO:

Papillon Building, LLC
1516 W. Riverside Ave., Suite 200
Spokane, WA 99201

RECIPROCAL EASEMENT

This Reciprocal Easement (“**Easement**”) is made and executed this ____ day of _____, 2020 (“**Effective Date**”) by and between the City of Spokane, Parks Department (“**Park Board**”), the Spokane Public Facilities District (“SPFD”), and Papillon Building, LLC, a Washington limited liability company, which term includes its successors and assigns (“**Papillon**”), hereinafter jointly referred to as “**Parties**”.

Recitals

A. The City of Spokane, through the Spokane Park Board, owns certain real property located in the City of Spokane, Spokane County, Washington, which is a portion of property commonly known as Parcel Nos. 35181.0032 and 35181.4237, as more particularly described on the attached **Exhibit A** (“**Open Corridor Easement**”). The Park Property is part of a site that is being redeveloped in part as a regional playground in Riverfront Park, and a portion in conjunction with the Spokane Public Facilities District’s Sportsplex.

B. Papillon owns certain real property located in the City of Spokane, Spokane County, Washington, commonly known as Parcel Nos. 35181.4407, 35181.4404, 35181.4405, a portion of which is more particularly described on the attached **Exhibit B** (“**Pedestrian Easement**”), and the subject of this Easement. Papillon is developing its property as a multi-use development, which is expected to include, but not necessarily be limited to, a tower for office, residential, hotel use, and/or restaurant use, public space and access, as well as a parking structure (“**Papillon Development**”). Collectively, the Park Property and the Papillon Property shall be referred to as the “**Burdened Properties.**”

C. A portion of the Park Property is in the possession of Spokane Public Facilities District (SPFD), under that certain Ground Lease dated January 9, 2020 (“SPFD Lease”). A Memorandum of Lease dated January 9, 2020 was filed with the Spokane County Auditor as Auditor’s Number _____. The Parties have conferred with the SPFD and the SPFD has

affirmed that this Easement will not interfere with, or cause a breach of the Lease, and the SPFD has no objection to the creation of the easement, subject to the terms set forth below.

D. The Parties acknowledge and understand as follows: (1) their redevelopment efforts will be mutually benefited by the easements provided herein; (2) the exchange of benefits cannot be reasonably or particularly valued; and (3) the mutuality of the benefits will benefit and burden the parties in equal proportion and no monetary consideration is due from one party to any other.

E. The Parties acknowledge and understand that the development of the easements will enhance the use and enjoyment of the Park Property (including adjoining Riverfront Park and the Sportsplex) and the Papillon Development (“**Benefitted Properties**”) and wish to enter into this Easement providing for conveyance of the easements and allowing for construction and maintenance of improvements that will provide pedestrian access, connection of open corridors and public spaces for the Benefitted Properties and the general public as illustrated in **Exhibit C (Site Improvement Plan)**.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein and of the benefits derived by the Parties, they covenant and agree as follows:

1. **RECIPROCAL EASEMENTS**. The Park Board and Papillon do hereby grant, convey and deliver to the other and reserve to themselves non-exclusive easements in, through and over the real property described and illustrated in **Exhibits A, B, and C**, hereinafter referred to as the “**Reciprocal Easement Area**” or “**Easement Area**,” subject to the terms, covenants and conditions herein. The easements shall apply to all interests now owned or hereafter acquired in the Reciprocal Easement Area.

a. The easement on Papillon Property shall be referred to as the “**Pedestrian Easement**” which shall ensure the public at large has a continuous right of entry and unobstructed access upon and through the Papillon Property and restroom facilities constructed thereon. Papillon shall retain the right to improve the Papillon Property together with its adjoining property and the Papillon Development, and to construct, install, inspect, repair and maintain private improvements and perform any other related functions or duties provided such do not materially interfere with the use and enjoyment of the Papillon Property by the Public.

b. The easement on Park Property shall be referred to as the “**Open Corridor Easement**.”

c. Collectively, the Pedestrian Easement and Open Corridor Easement shall be referred to as the Easement.

2. **PURPOSE**. The Reciprocal Easements are granted for the purpose of facilitating construction and maintenance of the improvements described herein and illustrated in Exhibit C (“**Permitted Improvements**”) in order to provide pedestrian access, and connection of open corridors and public spaces for the Benefitted Properties and the general public.

3. TERM. This Easement and rights granted herein shall run with the Park Property and Papillon Property and shall be perpetual in duration and shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. The Park Board or SPFD may terminate this Easement if Papillon has not obtained a building permit for the Permitted Improvements within five (5) years from the Effective Date and thereafter complete said improvements with reasonable diligence. The time for commencement and completion of the Permitted Improvements may be extended through written agreement of the Parties.

4. RESERVATION OF RIGHTS. The Parties acknowledge this Easement is subordinate and subject to the terms and conditions set forth in the Ground Lease with the entitled to enforce and exercise all rights and obligations set forth in this Easement. The Park Board, on behalf of the , does hereby reserve for its own benefit and that of the , the following rights, remedies and exclusive use of the Reciprocal Easement Area which contains, in part, the Sportsplex Service Yard to include a 12' concrete retaining wall and other improvements (and utilities) as depicted on the Site Plan. See Exhibit C.

a. At all times, the SFPD shall have exclusive use and control of the Sportsplex Service Yard for the benefit of the Sportsplex (set forth on Exhibit C) without interference by Papillon, the Park Board or any member of the general public. in its sole and absolute discretion shall determine the use, maintenance, repair, replacement and all activity which may occur within the Sportsplex Service Yard.

b. The Sportsplex Service Yard is included in the Reciprocal Easement Area for the sole purpose of assisting Papillon's compliance with development setbacks between two buildings that would allow the installation of wall treatments and facades as contemplated in this Agreement.

c. In the event Papillon, its successors or assigns violates terms of this Easement and/or this Reservation, the shall provide written notice of such violation to Papillon. Within twenty-four (24) hours of receipt of the notice, Papillon shall comply with the matters set forth in the notice, provided such notice exercises rights and privileges held by the in this Easement and Agreement. The reserves all rights and remedies set forth in this Easement to include making application for an injunction, declaratory judgment or other remedies allowed by law to a court with subject matter jurisdiction. Papillon hereby stipulates that the failure to comply with the notice constitutes an irreparable and immediate injury to the and hereby stipulates to the "grounds for issuance" of an injunction set forth in RCW 7.40.020, as amended.

5. COVENANTS. The Parties mutually agree to the following.

a. Development of Reciprocal Easement Area. Papillon shall, at Papillon's sole cost and expense, design, construct, warrant and otherwise develop the Reciprocal Access Area as illustrated in Exhibit C The Permitted Improvements shall be designed and built in compliance with all local, state, and federal laws. Prior to commencing construction of the Permitted Improvements, Papillon shall submit construction plans to the Park Board for its

review and approval. The Park Board shall review and approve plans within 90 days from the date such are provided by Papillon. If the Park Board requires more time to review it shall notify Papillon within 30 days of receipt of the plans of the need for additional time. In any event, the Park Board's approval of the plans shall not be unreasonably delayed or withheld. If Papillon completes the Permitted Improvements to the satisfaction of the Park Board and SPFD, Papillon shall also be entitled, at its sole cost and expense, to construct, install, inspect, repair and maintain improvements and fixtures in the Open Corridor Easement Area, such as stairways, ramps, elevators, decks, etc. that provide access to the Papillon Property, Pedestrian Easement Area, and connectivity to the Park Property.

b. Maintenance. Papillon shall, at its sole cost and expense, maintain and repair the Reciprocal Easement Area and Permitted Improvements in good order, sound structural and operating condition, in reasonable conformance with the standard that is appropriate for improvements of similar construction and use in the vicinity of the Papillon and Park Properties, including the Spokane Veteran's Memorial Arena and Sportsplex. Maintenance and repair includes, but is not limited to, cleaning, removing litter, sweeping, snowplowing, repairing surface and structural damage and cracks that result from reasonable wear and tear and making replacements as needed.

c. Emergency. In an emergency, the Park Board and/or SPFD or their agents shall have the right, but not the obligation, to enter the Reciprocal Easement Area for the purpose of installation, maintenance, repair, removal and replacement of the improvements or utilities in the easement area, if those have been neglected by Papillon and present a risk to the public health, safety or welfare. Thereafter, the Park Board and/or SPFD may demand that Papillon pay all reasonable costs and expenses incurred by the Park Board and/or SPFD in performing such maintenance, repair, removal and replacement, plus interest at the maximum rate allowed by law. Papillon shall pay the amount demanded by the Park Board and/or SPFD within thirty (30) days of the Park Board's or SPFD's demand.

d. Development of Joint Access. Each Party, at its cost and expense, may design, construct and otherwise develop points of access between the Reciprocal Easement Area and its adjoining properties in order to facilitate mutual and unobstructed access across and among the properties and their respective uses, as well as to other public rights of way and streets (collectively herein "**Joint Access**"). Joint Access shall be open and available for use by the public in the same manner and during the same hours as Riverfront Park, subject to the terms of this Easement.

e. Conforming Easement to "As Built" Construction. Following construction of the Papillon Development and the Permitted Improvements and any points of Joint Access, Papillon shall provide a survey that depicts the precise location of the Easement Area and improvements constructed therein. This Easement shall thereafter be amended to specifically define the Easement Area.

f. Conveyance of Improvements. If requested by the Park Board, Papillon shall convey to the Park Board any improvement or fixture that it builds on Park Property. Conveyance shall be made without reasonable delay upon the Park Board's request and without the obligation to pay monetary consideration, consideration having been made and acknowledged together with this Easement.

g. Use and Occupancy. The easements granted herein together with the Permitted Improvements shall be free and open to the public during regular park hours, and may be used and occupied by persons for reasonable periods consistent with the customary use and occupancy of a public park and/or public sports complex. Provided, in the event Papillon finds that any person is using the Papillon Property in a manner that violates any term of this Easement, causes harm, creates a nuisance, or endangers the public health, safety or welfare, Papillon may require the person(s) to be removed from the Papillon Property.

h. Interference. No Party may grant other interests, rights or easements that allow the use of the easement areas or areas adjacent thereto that unreasonably interfere with the uses permitted through this Easement or the covenants set forth in this Section.

i. Obstructions. The Park Board agrees that the Park Property will remain free of vertical structures, such that Papillon can add aesthetic features (window glazing or other wall treatment) to its planned Papillon Development in compliance with the required building setbacks under the International Fire Code as adopted by the City of Spokane.

6. INSURANCE. Papillon shall, at its sole expense, obtain and keep in force throughout the term of this Easement commercial general liability insurance on an occurrence basis with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) General Aggregate, naming the City of Spokane, Park Board, and including their respective officers, employees, contractors, agents, and other such persons or entities as the Park Board may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to Papillon's use and occupancy of the Reciprocal Easement Area. The Park Board or the , upon written notice to Papillon, no sonner than five (5) years from the Effective Date, may require modification of the liability limits for the insurance policy to reasonably reflect market conditions in Spokane, Washington.

7. INDEMNIFICATION. Papillon shall indemnify, defend and hold the Park Board and SPFD, and their respective successors, assigns, tenants, and representatives harmless from all claims arising from Papillon's improvement to, use, occupancy, management and maintenance of the easement area or from any activity, work or thing done, permitted or suffered by Papillon in or about the easement area, except to the extent such claim resulted from the act or omission of the Park Board's employees, agents or contractors, in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of Papillon's employees, agents or contractors.

The Park Board shall indemnify, defend and hold Papillon and SPFD, and their respective successors, assigns, tenants, and representatives harmless from all claims arising from the Park Board's use or occupancy of the easement area, or from any activity, work or thing done, permitted or suffered by the Park Board in or about the easement area, except to the extent such claim resulted from the act or omission of Papillon's employees, agents or contractors, in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the Park Board's employees, agents, or contractors.

8. MEDIATION. If any party has a claim or dispute under this agreement, written notice of the same shall be sent to the other party. The notice shall provide a brief description of the dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within fifteen (15) business days of the notice, the Parties shall engage a mediator to assist in resolving the dispute. The mediator's fees and costs shall be shared equally by the Parties. Thereafter, the Parties may exercise available legal remedies.

9. CORPORATE AUTHORITY. Each Party represents and warrants that he/she/it is duly authorized to execute and deliver this Easement in accordance with a duly adopted resolution of the Party's board, manager, or member(s), as the case may be, in accordance with its governing documents, and that this Easement is binding upon each Party in accordance with its terms.

10. NOTICES. All written notices required to be given pursuant to the terms hereof shall be either delivered personally or deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below:

PARK BOARD:

:

City of Spokane, Park Board
Attn: Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201

Spokane Public Facilities District
Attn: Chief Executive Officer
720 West Mallon Avenue
Spokane, WA 99201

PAPILLON:

Papillon Building, LLC
Attn: Sheldon Jackson
1516 W. Riverside, Suite 200
Spokane, Washington 99201

The foregoing addresses may be changed by written notice to the other Parties as provided herein. Mailed notice properly given shall be deemed received three (3) days after deposit in the mail.

11. ENTIRE AGREEMENT/ ASSIGNMENT. This Easement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between

the parties with respect to the easement area. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Easement, or waiver of any of its terms, shall be effective unless in writing duly executed by the Parties.

12. DEFAULT AND REMEDIES. The failure by Papillon to observe or perform any of the covenants, conditions or provisions of this Easement to be observed or performed by Papillon, where such failure shall continue for a period of sixty (60) days after written notice thereof by Parks to Papillon, shall constitute a default and breach of the Easement by Papillon; except when Papillon has begun the process to cure, which cannot be feasibly completed within 60 days, and thereafter diligently pursue completion of the cure. Upon the occurrence of a default by Papillon, Parks may perform such acts or work as the Park Board deems necessary to restore the easement area and improvements to the conditions which is required under this Easement, and demand that Papillon pay all reasonable costs and expenses incurred by the Park Board, plus interest at the maximum rate allowed by law, which amounts Papillon shall pay to the Park Board within thirty (30) days of the Park Board's request. This remedy is not exclusive and the Park Board's exercise of any right or remedy due to a default or breach by Papillon shall not be deemed a waiver of, or to alter, affect or prejudice any right or remedy which the Park Board may have under this Easement or by law.

13. ATTORNEYS' FEES. In any action, except for mediation, brought under this Easement, the prevailing party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action as determined by a court with jurisdiction over the subject matter of the dispute. For purposes of this Easement, the term "attorney fees and costs" shall mean the fees and expenses of legal counsel to the prevailing party hereto, which may include expert witness fees, printing, duplicating and other expenses, delivery charges, and costs awarded by statute or rule.

This Easement is effective the day and year set forth above.

PARK BOARD:
City of Spokane, Park Board

Spokane Public Facilities District:

By _____
Its: Chair

By: _____
Its: _____

PAPILLON:

Papillon Building, LLC

By: Sheldon Jackson
Its: Manager

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2020, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Spokane, Park Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

STATE OF WASHINGTON)
) ss.
County of _____)

On this ____ day of _____, 2020, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Papillon Building, LLC, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

EXHIBIT A

OPOEN CORRIDOR EASEMENT

EXHIBIT A

OPEN CORRIDOR EASEMENT

A parcel of land located within the Northeast quarter of Section 18, Township 25 North, Range 43 East, Willamette Meridian, being more particularly described as follows;

Beginning at a point on the South line of the Plat of Keystone Addition, as recorded in Book A of Plats, Page 16, Records of Spokane County, Washington. Said point being the Southeast corner of Lot 28, Block 8 of said plat.

Thence following the eastern boundary of said lot 28, North 0°09'34" East, a distance of 100.00 feet, to the Northeast corner of said lot 28;

Thence continuing along an extension of said east line, North 0°09'34" East, a distance of 18.50 feet;

Thence running South 89°42'37" East, parallel with and 19.00 feet South of the centerline of Cataldo Avenue, a distance of 20.00 feet. Said Cataldo avenue being vacated under City of Spokane ordinance number C35820;

Thence running South 0°09'34" West, a distance of 65.29 feet;

Thence South 75°50'00" East, a distance of 12.52 feet;

Thence South 14°10'00" West, a distance of 51.68 feet, to a point on the South line of said plat of Keystone Addition;

Thence continuing South 14°10'00" West, a distance of 18.09 feet;

Thence South 36°18'35" West, a distance of 53.96 feet;

Thence South 14°24'32" West, a distance of 22.95 feet;

Thence South 71°51'35" West, a distance of 23.73 feet;

Thence North 14°24'32" East, a distance of 63.87 feet;

Thence North 75°35'23" West, a distance of 36.24 feet;

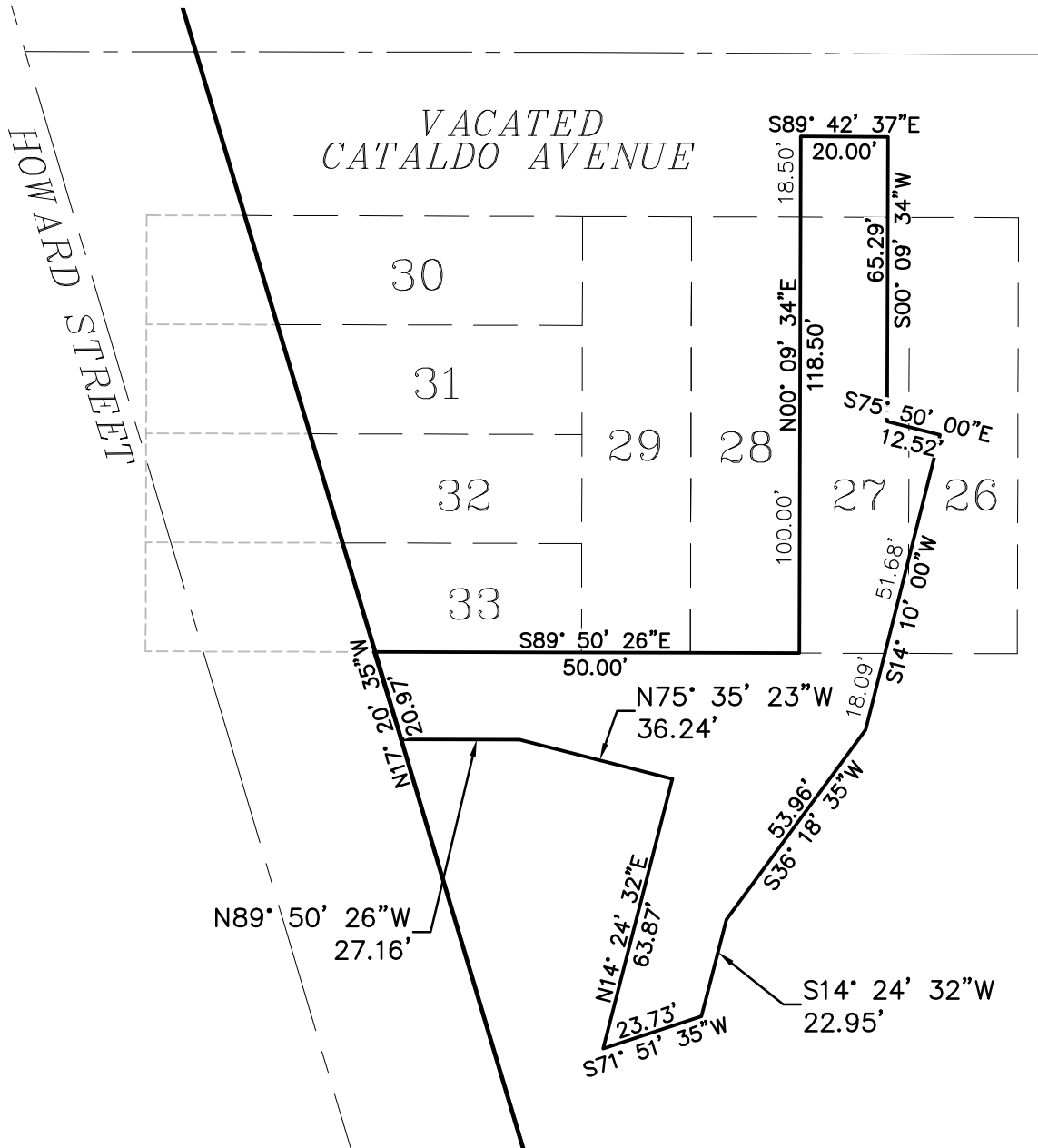
Thence North 89°50'26" West, a distance of 27.16 feet, to a point on the Eastern right of way of Howard Street;

Thence following said right of way, North 17°20'35" West, a distance of 20.97 feet, to a point on the South boundary of said plat of Keystone Addition;

Thence leaving said right of way, South 89°50'26" East, along said South plat boundary, a distance of 50.00 feet, to the Point of Beginning, and the terminus of this description;

Said parcel contains 6,869.07 square feet, or 0.16 acres, more or less.

EXHIBIT A



PROJ #: 19-2387
 DATE: 06/09/20
 DRAWN: DAC
 APPROVED: DAC
 SCALE: 1"=40'

EASEMENT EXHIBIT
 BEING A PORTION OF THE
 NORTHEAST QUARTER OF SECTION 18,
 TOWNSHIP 25 NORTH,
 RANGE 45 EAST, W.M.



WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99206
 PH: 509-893-2617 FAX: 509-926-0227

EXHIBIT B

PEDESTRIAN EASEMENT

EXHIBIT B

PEDESTRIAN EASEMENT

A tract of land located in the Northeast quarter of section 18, Township 25 North, Range 43 East, Willamette Meridian, being a portion of Block 8 of the Plat of Keystone Addition to Spokane Falls, as recorded in Book A of Plats, Page 16, Records of Spokane County, being more particularly described as follows;

Commencing at the Northwest corner of lot 30 of said block 8;

Thence South 89°50'26" East, a distance of 100.00 feet, to the Northeast corner of said lot 30;

Thence North 0°09'34" East, along an extension of the line common to lots 29 and 30 of said block 8, a distance of 18.50 feet, to a point on the south line of the West Sportplex Access and Utility Easement, as reserved under ordinance C35820, vacating portions of Cataldo Avenue;

Thence South 89°50'26" East along said easement, a distance of 18.75 feet, to the **True Point of Beginning** of the following described tract;

Thence continuing South 89°50'26" East along said South line of easement, a distance of 10.00 feet;

Thence leaving said easement, South 0°09'34" West, a distance of 18.50 feet, to a point on the South right of way line of said vacated Cataldo Avenue;

Thence continuing South 0°09'34" West, a distance of 51.92 feet;

Thence South 89°50'26" East, a distance of 9.75 feet;

Thence South 0°09'34" East, a distance of 48.08 feet, to a point on the South line of said block 8;

Thence North 89°56'26" West along said South line of block 8, a distance of 10.00 feet;

Thence leaving said South line of block 8, North 0°09'34" East, a distance of 42.26 feet;

Thence North 89°50'26" West, a distance of 3.50 feet, to a point on the line common to lots 28 and 29, of said block 8;

Thence continuing North 89°50'26" West, a distance of 6.25 feet;

Thence North 0°09'34" East, a distance of 23.36 feet;

Thence North 89°50'26" West, a distance of 8.08 feet;

Thence North 0°09'34" East, a distance of 9.30 feet;

Thence North 89°50'26" West, a distance of 6.95 feet;

Thence North 0°09'34" East, a distance of 9.28 feet;

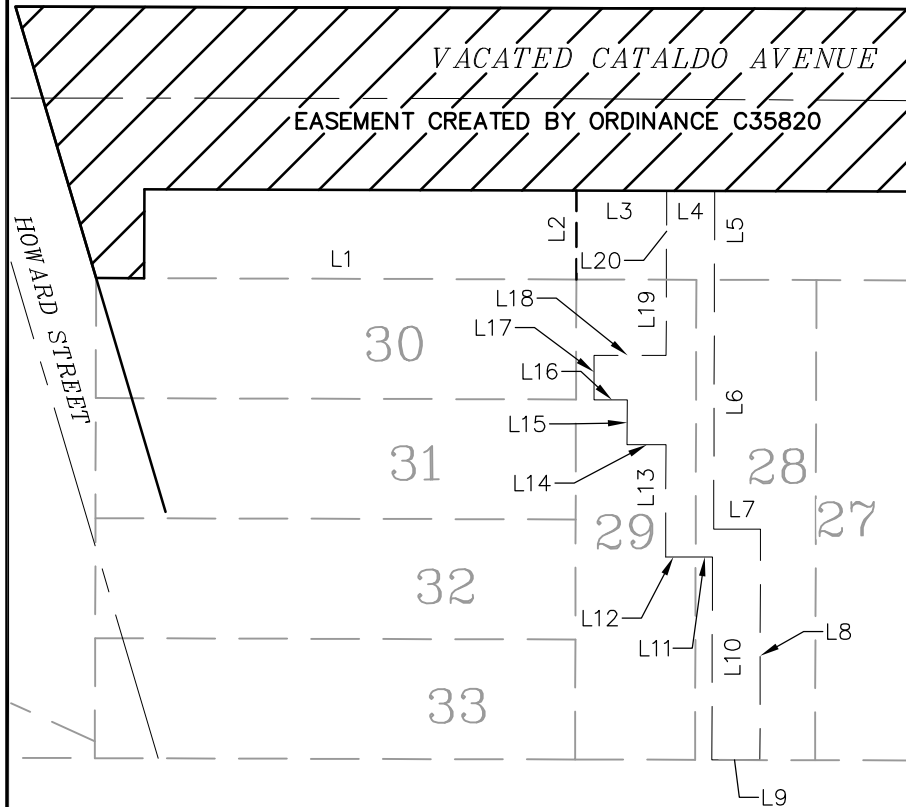
Thence South 89°50'26" East, a distance of 15.03 feet;

Thence North 0°09'34" East, a distance of 15.80 feet, to a point on the South right of way of said vacated Cataldo Avenue;

Thence continuing North 0°09'34" East, a distance of 18.50 feet, to the True Point of Beginning and the terminus of this description:

Said parcel contains 1,456.3 square feet, or 0.03 acres, more or less.

EXHIBIT B EASEMENT



Parcel Line Table		
Line #	Length	Direction
L1	100.00	S89° 50' 26"E
L2	18.50	N00° 09' 34"E
L3	18.75	S89° 50' 26"E
L4	10.00	S89° 50' 26"E
L5	18.50	S00° 09' 34"W
L6	51.92	S00° 09' 34"W
L7	9.75	S89° 50' 26"E
L8	48.08	S00° 09' 34"W
L9	10.00	N89° 50' 26"W
L10	42.26	N00° 09' 34"E

Parcel Line Table		
Line #	Length	Direction
L11	3.50	N89° 50' 26"W
L12	6.25	N89° 50' 26"W
L13	23.36	N00° 09' 34"E
L14	8.08	N89° 50' 26"W
L15	9.30	N00° 09' 34"E
L16	6.95	N89° 50' 26"W
L17	9.28	N00° 09' 34"E
L18	15.03	S89° 50' 26"E
L19	15.80	N00° 09' 34"E
L20	18.50	N00° 09' 34"E

PROJ #: 19-2387
 DATE: 06/08/20
 DRAWN: DAC
 APPROVED: DAC
 SCALE: 1"=40'

**EXHIBIT B
EASEMENT
BEING A PORTION OF
THE NORTHEAST QUARTER OF SECTION 18
TOWNSHIP 25 NORTH, RANGE 45 EAST, W.M.**

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 SOUTH PINES
 SPOKANE VALLEY, WASHINGTON 99206
 PH: 509-893-2617 FAX: 509-926-0227

EXHIBIT C

SITE IMPROVEMENT PLAN



City of Spokane - Parks & Recreation

Natural Resources

Financial Report

May 2020

Year-to-Date Comparison

	ADOPTED BUDGET 2020	2020 ADOPTED BUDGET Balance	2019 YTD Actual	2020 YTD Actual	2019-2020 YTD Difference	2019 YTD % OF BUDGET	2020 YTD % OF BUDGET	Change in %
<u>Revenue:</u>								
Program Revenue	91,000	60,300	11,734	30,700	\$ 18,966	12.9%	33.7%	20.84%
Operating Transfers	66,000	-	66,000	66,000	\$ -	100.0%	100.0%	
TOTAL REVENUE:	\$ 157,000	\$ 60,300	77,734	\$ 96,700	\$ 18,966	49.5%	61.6%	12.08%
<u>Expenditures:</u>								
Salaries and Wages	526,791	366,366	154,923	160,425	\$ (5,502)	33.7%	30.5%	-3.28%
Personnel Benefits	187,267	127,132	58,970	60,135	\$ (1,165)	37.8%	32.1%	-5.66%
Supplies	30,550	27,030	5,085	3,520	\$ 1,565	16.6%	11.5%	-5.12%
Services and Charges	207,355	180,418	28,258	26,937	\$ 1,321	13.6%	13.0%	-0.64%
Interdepartment Svcs	23,800	23,800	-	-	\$ -			
Intergovernment Svcs	-	-	-	-	\$ -			
Subtotal Op. Exp.	\$ 975,763	\$ 724,746	247,236	\$ 251,017	\$ (3,781)	28.2%	25.7%	-2.46%
Transfers Out	2,641	2,641	-	-	\$ -			
TOTAL EXPENDITURES:	\$ 978,404	\$ 727,387	247,236	\$ 251,017	\$ (3,781)	28.1%	25.7%	-2.45%
Total Funding: (Rev. less Exp.)	\$ (821,404)		\$ (169,502)	\$ (154,317)	\$ 15,185			

City of Spokane - Parks & Recreation
Recreation
Financial Report
May 2020

Year-to-Date Comparison

	ADOPTED BUDGET 2020	2020 ADOPTED BUDGET Balance	2019 YTD Actual	2020 YTD Actual	2019-2020 YTD Difference	2019 YTD % OF BUDGET	2020 YTD % OF BUDGET	Change in %
<u>Revenue:</u>								
Program Revenue	1,377,716	1,189,410	259,499	188,306	\$ (71,193)	18.1%	13.7%	-4.46%
Operating Transfers	-	-	-	-	\$ -			
TOTAL REVENUE:	\$ 1,377,716	\$ 1,189,410	259,499	\$ 188,306	\$ (71,193)	18.1%	13.7%	-4.46%
<u>Expenditures:</u>								
Salaries and Wages	1,581,773	1,265,237	393,925	316,536	\$ 77,389	29.4%	20.0%	-9.41%
Personnel Benefits	324,160	211,212	104,821	112,948	\$ (8,127)	36.6%	34.8%	-1.80%
Supplies	258,960	229,793	84,821	29,167	\$ 55,654	29.0%	11.3%	-17.71%
Services and Charges	1,316,952	1,020,739	319,651	296,213	\$ 23,438	23.7%	22.5%	-1.26%
Capital Outlay			3,940					
Interdepartment Svcs	16,950	5,503	17,551	11,447	\$ 6,104	103.5%	67.5%	-36.01%
Intergovernment Svcs	5,200	4,521	1,267	679	\$ 588	24.4%	13.1%	-11.31%
Subtotal Op. Exp.	\$ 3,503,995	\$ 2,737,005	925,976	\$ 766,990	\$ 155,046	28.2%	21.9%	-6.29%
Transfers Out	-	-	-	-	\$ -			
TOTAL EXPENDITURES:	\$ 3,503,995	\$ 2,737,005	925,976	\$ 766,990	\$ 158,986	28.1%	21.9%	-6.16%
Total Funding: (Rev. less Exp.)	\$ (2,126,279)		\$ (666,477)	\$ (578,684)	\$ 87,793			

City of Spokane - Parks & Recreation
Riverfront Park
Financial Report
May 2020

Year-to-Date Comparison

	ADOPTED BUDGET 2020	2020 ADOPTED BUDGET Balance	2019 YTD Actual	2020 YTD Actual	2019-2020 YTD Difference	2019 YTD % OF BUDGET	2020 YTD % OF BUDGET	Change in %
<u>Revenue:</u>								
Program Revenue	4,186,300	3,790,056	1,073,615	396,244	\$ (677,371)	30.9%	9.5%	-21.43%
Operating Transfers	-	-	-	-	\$ -			
TOTAL REVENUE:	\$ 4,186,300	\$ 3,790,056	1,073,615	\$ 396,244	\$ (677,371)	30.9%	9.5%	-21.43%
<u>Expenditures:</u>								
Salaries and Wages	2,410,861	1,789,724	717,218	621,137	\$ 96,081	36.0%	25.8%	-10.22%
Personnel Benefits	666,992	467,061	178,257	199,931	\$ (21,674)	29.1%	30.0%	0.88%
Supplies	691,400	633,288	119,086	58,112	\$ 60,974	25.9%	8.4%	-17.48%
Services and Charges	730,540	574,278	224,941	156,262	\$ 68,679	33.5%	21.4%	-12.13%
Interdepartment Svcs	20,000	20,000	208	-	\$ 208			
Intergovernment Svcs	33,400	31,585	13,121	1,815	\$ 11,306	39.3%	5.4%	-33.85%
Subtotal Op. Exp.	\$ 4,553,193	\$ 3,515,936	1,252,831	\$ 1,037,257	\$ 215,574	33.2%	22.8%	-10.45%
Transfers Out	242,531	242,531	-	-	\$ -			
TOTAL EXPENDITURES:	\$ 4,795,724	\$ 3,758,467	1,252,831	\$ 1,037,257	\$ 215,574	31.3%	21.6%	-9.63%
Total Funding: (Rev. less Exp.)	\$ (609,424)		\$ (179,216)	\$ (641,013)	\$ (461,797)			

City of Spokane - Parks & Recreation

Park Operations

Financial Report

May 2020

Year-to-Date Comparison

	ADOPTED BUDGET 2020	2020 ADOPTED BUDGET Balance	2019 YTD Actual	2020 YTD Actual	2019-2020 YTD Difference	2019 YTD % OF BUDGET	2020 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	200,430	169,657	40,626	30,773	\$ (9,853)	21.3%	15.4%	-5.98%
Operating Transfers	-	-	-	-	\$ -			
TOTAL REVENUE:	\$ 200,430	\$ 169,657	40,626	\$ 30,773	\$ (9,853)	21.3%	15.4%	-5.98%
Expenditures:								
Salaries and Wages	2,877,092	2,121,718	841,944	755,374	\$ 86,570	31.9%	26.3%	-5.62%
Personnel Benefits	847,397	559,869	305,158	287,528	\$ 17,630	35.8%	33.9%	-1.86%
Supplies	179,500	155,160	59,427	24,340	\$ 35,087	33.1%	13.6%	-19.55%
Services and Charges	1,078,509	876,357	221,057	202,152	\$ 18,905	20.4%	18.7%	-1.62%
Capital Outlay			16,137	-	\$ 16,137			
Interdepartment Svcs	-	-	-	-	\$ -			
Intergovernment Svcs	-	-	-	-	\$ -			
Subtotal Op. Exp.	\$ 4,982,498	\$ 3,713,104	1,443,723	\$ 1,269,394	\$ 174,329	30.3%	25.5%	-4.86%
Transfers Out	25,526	25,526	-	-	\$ -			
TOTAL EXPENDITURES:	\$ 5,008,024	\$ 3,738,630	1,443,723	\$ 1,269,394	\$ 174,329	30.2%	25.3%	-4.83%
Total Funding:	\$ (4,807,594)		\$ (1,403,097)	\$ (1,238,621)	\$ 164,476			
(Rev. less Exp.)								

City of Spokane - Parks & Recreation
Administration
Financial Report
May 2020

Year-to-Date Comparison

	ADOPTED BUDGET 2020	2020 ADOPTED BUDGET Balance	2019 YTD Actual	2020 YTD Actual	2019-2020 YTD Difference	2019 YTD % OF BUDGET	2020 YTD % OF BUDGET	Change in %
<u>Revenue:</u>								
Program Revenue	336,500	211,397	411,157	125,103	\$ (286,054)	60.9%	37.2%	-23.71%
Operating Transfers	15,545,581	-	6,590,671	6,599,130	\$ 8,459	44.0%	42.5%	-1.54%
TOTAL REVENUE:	\$ 15,882,081	\$ 9,157,848	7,001,828	\$ 6,724,233	\$ (277,595)	44.7%	42.3%	-2.38%
<u>Expenditures:</u>								
Salaries and Wages	2,402,347	1,606,432	839,173	795,915	\$ 43,258	31.7%	33.1%	1.46%
Personnel Benefits	783,285	498,544	288,825	284,741	\$ 4,084	35.6%	36.4%	0.77%
Supplies	170,800	140,328	38,763	30,472	\$ 8,291	22.8%	17.8%	-4.99%
Services and Charges	616,577	394,944	817,568	221,633	\$ 595,935	139.3%	35.9%	-103.38%
Interdepartment Svcs	2,428,653	1,599,402	959,940	829,251	\$ 130,689	36.5%	34.1%	-2.39%
Intergovernment Svcs	4,200	4,001	497	199	\$ 298	4.3%	4.7%	0.42%
Subtotal Op. Exp.	\$ 6,405,862	\$ 4,243,651	2,944,766	\$ 2,162,211	\$ 782,555	42.9%	33.8%	-9.19%
Transfers Out	69,306	69,306	-	-	\$ -			
TOTAL EXPENDITURES:	\$ 6,475,168	\$ 4,312,957	2,944,766	\$ 2,162,211	\$ 782,555	42.6%	33.4%	-9.19%
Total Funding: (Rev. less Exp.)	\$ 9,406,913		\$ 4,057,062	\$ 4,562,022	\$ 504,960			

City of Spokane - Parks & Recreation
Capital
Financial Report
May 2020

		Year-to-Date Comparison						
		ADOPTED BUDGET 2020	2020 ADOPTED BUDGET Balance	2019 YTD Actual	2020 YTD Actual	2019-2020 YTD Difference	2019 YTD % OF BUDGET	2020 YTD % OF BUDGET Change in %
<u>Revenue:</u>								
	Grants Receivable	1,760,000	1,760,000	-	-	\$ -		
<u>Expenditures:</u>								
	Capital Outlay	2,625,000	2,492,895	289,029	132,105	\$ 156,924	6.8%	5.0% -1.81%

City of Spokane - Parks & Recreation

Parks Fund -- 1400

Financial Report

May 2020

Year-to-Date Comparison

	2020 ADOPTED BUDGET BUDGET 2020	ADOPTED BUDGET Balance	2019 YTD Actual	2020 YTD Actual	2019-2020 YTD Difference	2019 YTD % OF BUDGET	2020 YTD % OF BUDGET	Change in %
Operating Revenue:								
Program Revenue	6,384,095	5,612,969	1,797,099	771,126	\$ (1,025,973)	30.7%	12.1%	-18.57%
Operating Transfers	15,611,581	8,946,451	6,656,671	6,665,130	\$ 8,459	40.2%	42.7%	2.47%
Total Operating Revenue:	\$ 21,995,676	\$ 14,559,420	8,453,770	\$ 7,436,256	\$ (1,017,514)	37.7%	33.8%	-3.91%
Operating Expenses:								
Salaries and Wages	9,798,864	7,149,477	2,947,183	2,649,387	\$ 297,796	32.5%	27.0%	-5.41%
Personnel Benefits	2,809,101	1,863,818	936,031	945,283	\$ (9,252)	34.4%	33.7%	-0.77%
Supplies	1,331,210	1,172,362	308,765	158,848	\$ 149,917	27.3%	11.9%	-15.33%
Services and Charges	3,959,933	3,056,619	1,611,474	903,314	\$ 708,160	41.2%	22.8%	-18.44%
Interdepartment Svcs	2,489,403	1,648,705	977,698	840,698	\$ 137,000	36.6%	33.8%	-2.87%
Intergovernment Svcs	42,800	40,106	14,885	2,694	\$ 12,191	29.7%	6.3%	-23.42%
Total Operating Expenses:	\$ 20,431,311	\$ 14,931,087	6,796,036	\$ 5,500,224	\$ 1,295,812	34.7%	26.9%	-7.83%
Net Op. Income (Loss):	\$ 1,564,365	\$ (371,667)	1,657,734	\$ 1,936,032	\$ 278,298	3.0%	6.9%	3.92%
Other Financial Activity:								
Grants Revenue	1,760,000	-	-	-				
Capital Outlay	(2,625,000)	-	(289,029)	(132,105)	\$ (156,924)	6.8%	5.0%	-1.81%
Transfers Out	(532,153)	-	-	-	\$ -			
Total Other Activity:	\$ (1,397,153)	\$ -	(289,029)	\$ (132,105)	\$ (156,924)	9.5%	9.5%	-0.01%
Total Funding:	\$ 167,212	\$ (371,667)	\$ 1,368,705	\$ 1,803,927	\$ 435,222			
(Rev. less Exp.)								

Beginning Fund Balance	\$ 924,865
5% Reserve Requirement	\$ (1,179,423)
Revenue Stabilization Reserve	\$ (100,000)
Other Program Reserves	\$ (285,397)
Beginning Reserves	\$ (639,955)
Non-Capital Encumbrances	
Net Revenue (Expense)	\$ 1,803,927
Add Back Revenue Stabil. Reserve	\$ -
Ending Fund Balance Reserves	\$ 1,163,972

City of Spokane - Parks & Recreation

Golf Fund -- 4600

Financial Report

May 2020

Year-to-Date Comparison

	2020 ADOPTED BUDGET 2020	2020 ADOPTED BUDGET Balance	2019 YTD Actual	2020 YTD Actual	2019-2020 YTD Difference	2019 YTD % OF BUDGET	2020 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	4,025,270		925,056	690,372	\$ (234,684)	24.3%	17.2%	-7.16%
Pre-Sale Revenue			130,199	154,705	\$ 24,506			
Pepsi Commissions	-		-	-	\$ -			
Facility Improvement Fee	-		173,375	127,477	\$ (45,898)			
Other Transfers In	-		-	131,652	\$ 131,652			
TOTAL REVENUE:	\$ 4,025,270	\$ (2,921,064)	1,228,630	\$ 1,104,206	\$ (124,424)	32.3%	27.4%	-4.86%
Expenditures:								
Salaries and Wages	1,250,892	974,213	375,084	276,679	\$ 98,405	30.0%	22.1%	-7.84%
Personnel Benefits	323,259	211,196	125,000	112,063	\$ 12,937	38.5%	34.7%	-3.80%
Supplies	316,920	277,640	58,883	39,280	\$ 19,603	18.6%	12.4%	-6.19%
Services and Charges	999,405	819,792	150,782	179,613	\$ (28,831)	14.7%	18.0%	3.25%
Interdepartment Svcs	273,174	166,250	111,811	106,924	\$ 4,887	39.0%	39.1%	0.12%
Intergovernment Svcs	21,000	18,779	3,873	2,221	\$ 1,652	18.4%	10.6%	-7.87%
Subtotal Op. Exp.	\$ 3,184,650	\$ 2,467,870	825,433	\$ 716,780	\$ 108,653	25.6%	22.5%	-3.08%
Capital Outlay	295,000	294,540	93,750	460	\$ 93,290	37.5%	0.2%	-37.34%
Transfers Out	483,216	483,216	-	-				
TOTAL EXPENDITURES:	\$ 3,962,866	\$ 3,245,626	919,183	\$ 717,240	\$ (201,943)	24.5%	18.1%	-6.40%
Total Funding: (Rev. less Exp.)	\$ 62,404		\$ 309,447	\$ 386,966	\$ 77,519			

Beginning Fund Balance	\$ 394,515
Less 7% Reserve Requirement	\$ (277,401)
Beginning 2019 Excess Reserves	\$ 117,114
2020 YTD Change in Cash	\$ 386,966
Encumbrances at Month End	
Facility Improvement Reserve	\$ (524,075)
2020 YTD Available Cash	\$ (19,995)

Fund 1950 - Park Cumulative Reserve Fund

January 1, 2020 through May 31, 2020

	BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	Fund Balance Category	
General Purposes	\$ 42,772.17	\$ 3,338.01	\$ 20,731.18	\$ 25,379.00	\$ -	\$ 25,379.00	Undesignated	
Computer Replacement & Software	1,135.26	24,566.40	-	25,701.66		25,701.66	Designated	
a Fleet Replacement	375,128.57	113,440.21	-	488,568.78	113,440.21	375,128.57	Designated	Capital
Sky Prairie/5-Mile	40,466.19	-	-	40,466.19		40,466.19	Designated	Capital
b RFP Recreation Equipment	10,911.05	-	-	10,911.05		10,911.05	Designated	Capital
b Recreation Capital Replacement	5,031.02	-	-	5,031.02	1,085.38	3,945.64	Designated	Capital
b Golf Capital	-	-	-	-		-	Designated	Capital
c Capital Equipment Maint./Replacement	300,000.00	-	36,028.48	263,971.52	-	263,971.52	Designated	Capital
CIP Projects	1,101,600.03	14,000.00	29,254.76	1,086,345.27	6,724.93	(175,118.88)	Designated	Capital
Turf Replacement	120,000.00	-	-	120,000.00		120,000.00	Designated	Capital
Tennis Courts, USTA Private Grant	24,953.37	-	-	24,953.37	2,902.62	22,050.75	Designated	Capital
Rochester Heights, Trugreen Foundation	5,000.00	-	-	5,000.00		5,000.00	Designated	Capital
Northbank Soil Mitigation	-	-	-	-		-	Designated	Capital
h Vietnam Veterans Memorial	25,000.00	-	-	25,000.00		25,000.00	Designated	Capital
g Dutch Jake's Park	(3,109.71)	-	-	(3,109.71)		(3,109.71)	Designated	Capital
i W. Havermale Playground	400,000.00	-	-	400,000.00	400,473.57	(473.57)	Designated	Capital
j RFP N. Bank	900,000.00	122,303.05	5,445.00	1,016,858.05	1,261,464.15	(244,606.10)	Designated	Capital
d Skyride	27,080.11	-	-	27,080.11	19,772.94	7,307.17	Designated	Risk
e Reserved for Property Donations	45,583.80	-	-	45,583.80		45,583.80	Restricted	Repairs/Maintenance
f Conservation Futures	137,038.53	-	10,799.19	126,239.34	10,000.00	116,239.34	Restricted	Property Donations
Riverfront Conservation Futures Loan	-	-	-	-		-	Restricted	Futures
	<u>\$ 3,558,590.39</u>	<u>\$ 277,647.67</u>	<u>\$ 102,258.61</u>	<u>\$ 3,733,979.45</u>	<u>\$ 1,815,863.80</u>	<u>\$ 663,376.43</u>		
				<u>\$ 3,661,463.52</u>				
				<u>\$ 72,515.93</u>	closing entries to be done by Centralized Acct.			
				<u>\$ 247,904.99</u>				

FOOTNOTES:

- a** Includes capital asset purchases exceeding \$5,000 per the Parks' Vehicle and Capital purchasing policy. Any auction proceeds for sold vehicles is included in revenues.
- b** Used for the purpose of replacing capital equipment for each designated department with the use of auction proceeds.
- c** Park Board and Finance committee agreed to change fund balance reserve from 7% to 5% in 2018. The remaining 2%, approximately \$300,000, was intended to create line item designated for capital equipment major maintenance and replacements. Annual amounts, TBD, will be transferred from Parks Fund to maintain balance.
- d** Designated for Skyride maintenance and repairs. Payments for 2005A Bond previously paid from these funds are now budgeted and expensed from Parks Fund.
- e** Donations and grant revenues allocated for maintenance and operations of the following properties:
Existing properties include: >Armstrong >Romaine-Palisades >Austin Ravine
- f** Levied taxes for maintenance and operations of specific properties:
>Rim Rock >Trolley Trail >Downriver >Elliot >Palisades (Thomas & Gusman)
>Camp Sekani >Latah Creek >Romine >Ashland Estate >Drumheller Springs
- g** Proceeds from West Quadrant TIF allocated specifically for Dutch Jake's Park project.
- h** Donation received from Innovia Foundation November 2019 solely for the revitalization of The Inland Northwest Vietnam Veterans Memorial.
- i** Proceeds received from Spokane Parks Foundation of \$400,000 as down payment for SIP loan (remaining \$900,000 commitment). Funds to be used for design and construction of W. Havermale all-ability playground.
- j** Proceeds to be used towards N. Bank project allocated as follows: \$500,000 for Parking Lot; \$400,000 for N. Bank stairs

Riverfront Park Redevelopment Project

Budget Adopted December 2019

Riverfront Park Capital Redevelopment Bond

Geographical Projects Summary

January 1, 2015 through May 31, 2020

Project Component	Budget	Expended as of May 31, 2020	Committed to Date	Total of YTD Expended and Committed	Budget Balance to Date
1. South Bank West (Rec. Rink, Rink/Skyride Facility)	\$ 10,412,530	\$ 10,412,530	\$ -	\$ 10,412,530	\$ -
2. South Bank Central (Looff Carrousel)	\$ 11,744,616	\$ 11,744,579	\$ -	\$ 11,744,579	\$ 37
3. Howard Street South Channel Bridge	\$ -	\$ -	\$ -	\$ -	\$ -
4. Promenades and West Havermale	\$ 8,307,274	\$ 6,236,963	\$ 2,160,140	\$ 8,397,103	\$ (89,829)
5. U.S. Pavilion	\$ 22,386,073	\$ 21,223,261	\$ 980,455	\$ 22,203,716	\$ 182,357
6. snx ^w mene & Other Parks Capital Projects	\$ 1,741	\$ 101,767	\$ -	\$ 101,767	\$ (100,026)
7. North Bank	\$ 9,893,396	\$ 2,348,241	\$ 7,697,750	\$ 10,045,991	\$ (152,595)
8. South Bank East	\$ 156,847	\$ 156,847	\$ -	\$ 156,847	\$ -
Program Level Owner Costs	\$ 5,492,815	\$ 4,203,382	\$ 343,745	\$ 4,547,127	\$ 945,688
TOTAL	\$ 68,395,292	\$ 56,427,570	\$ 11,182,089	\$ 67,609,659	\$ 785,633