

City of Spokane Park Board Golf Committee Meeting

April 11, 2017 – 8:05 a.m.

Manito Park Meeting Room

1702 South Grand Boulevard, Spokane, Washington
Al Vorderbrueggen – Park Operations Director

Committee Members:

X Sumner, Nick – ChairpersonX Kelley, RossX Chase, RickX Salvatori, Steve

Parks Staff:

Conley, Jason Jones, Garrett Dickson, Fianna Ware, Carissa Martelle, LaVonne Greene, Mike Marchant, Fred Vandervert, Mike Mielke, Bob Schultz, Rex

Golf Professionals:

Sanders, Rob Phares, Doug Gardner, Mark Conner, Steve **Guest(s):** Prugh, Steve Saraceno, Dave

SUMMARY

- Recommendation was made on a low-bid contract, in the amount of \$64,820.00 plus tax, with Bunker Steel Buildings to construct a pole barn at Esmeralda Golf Course.
- Approval was recommended for The First Tee of the Inland Northwest 3-Hole Project License and Development Agreement.
- Fianna shared the Best of Awards for golf courses listed in the *Inlander*, first place to Downriver and second place to The Creek at Qualchan.
- Jason showed a video demonstrating dynamic pricing, as a consideration by the Committee for possible implementation in the future.
- Fianna presented current information on 2017 marketing goals provided by Desautel Hege, marketing plans partnered with Visit Spokane, and media pricing.
- Carissa reported the latest enrollment figures for golf lessons; ninety-to-date.
- Jason presented and reviewed the March Financial Report, and golf course professionals and superintendents relayed current course conditions.
- Jason and Rex presented the latest implementation toward the Strategic Plan, which included onsite training received from Club Profit.

MINUTES

The meeting was called to order at 8:05 a.m. by the Chair, Nick Sumner. Introductions were made.

Action Items:

1. Jason and Garrett presented information pertaining to a low-bid contract with Bunker Steel Buildings to construct a 40'x60'pole barn at Esmeralda for the purpose of housing and securing the fleet of golf carts.

Motion #1: Ross Kelley moved to approve the low-bid contract with Bunker Steel Buildings for the amount of \$64,820.00 plus tax, for the construction of a pole building at Esmeralda Golf Course. Rick Chase seconded, and the motion passed unanimously.

2. Garret presented location and design history details of The First Tee of the Inland Northwest 3-hole golf course that can be played six ways. Steve Prugh, with The First Tee of the Inland Northwest, gave an overview of their organization and the updated proposal. Agreement concerns, questions, and clarifications were discussed.

Motion #2: Ross Kelley made a motion to approve the License and Development Agreement, with changes discussed, for The First Tee 3-Hole project. Steve Salvatori seconded, and the motion passed unanimously.

Discussion Items:

- **1.** Fianna shared *Inlander* Best of Awards with the group; first place going to Downriver, and second place going to The Creek at Qualchan for best golf courses.
- 2. Jason presented a video that illustrated dynamic pricing. It was suggested to consider acquiring data from various golf courses currently implementing dynamic pricing, and/or provide a survey for feedback from Spokane golfers. Additional information will be collected and presented at a future Golf Committee meeting.

Standing Report Items:

- 1. Fianna presented the latest marketing campaigns in partnership with Visit Spokane, 2017 golf marketing goals from Desautel Hege, and current media pricing.
- 2. Carissa reported the latest figures on golf lesson enrollment; 90, which includes 45 for the newly introduced class that includes two rounds of golf, 6 Junior, 21 Adult, 18 Senior. Lessons at Esmeralda have just begun and other courses are soon to follow.
- **3.** Jason presented and reviewed the March 2017 Financial Report details and new document format. All courses reported current conditions; unrelenting rain, 17 inches since October 2016, delayed course openings and inclement weather continues to discourage golfer participation. Maintenance crews have been excellent in keeping water pumped off the courses, providing great playing conditions when weather has been agreeable.
- **4.** Jason gave an update on the Strategic Plan; onsite Club Profit training has taken place, with integrated credit card machines being deployed next week. Rex shared details of the Club Profit training, and will continue to extract applicable information from the Keegan Webinar Series in efforts toward the Strategic Plan.

Meeting adjourned at 9:43 a.m.

Due to conflict with the WDNR Conference, the **May 9th** Golf Committee meeting is **cancelled**. The next regularly scheduled meeting is **June 6**, 2017, in City Hall **Conference Room 2B**, Second Floor.

City Clerk's No.	
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<u>City of Spokane</u> <u>Parks and Recreation Department</u>

CONTRACT

Title: ESMERALDA GOLF CART SHED

THIS CONTRACT is between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **BUNKER STEEL BUILDINGS**, **INC.**, whose address is 5605 North Market Street, Spokane, Washington 99208, as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to Construct a Pole Barn at the Esmeralda Golf Course for use as Golf Cart Shed; and

WHEREAS, the Contractor was selected through a City of Spokane Parks and Recreation Department Request for Quotes dated April 5, 2017.

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

1. TERM OF CONTRACT.

The term of this Contract begins on May 1, 2017, and will end on September 30, 2017, unless amended by written agreement or terminated earlier under the provisions.

2. **LIQUIDATED DAMAGES**. Liquidated damages will be in accord with the contract documents.

3 TIME OF BEGINNING AND COMPLETION.

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

4. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all 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 and RFB entitled **ESMERALDA GOLF CART SHED**.

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

COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed SIXTY FOUR THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS, (\$64,820.00) plus tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

6. PAYMENT. The Contractor shall submit its applications for payment to Parks & Recreation, Administration Office, 5th Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

7. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Spokane Police Department, and are incorporated into this Contract by reference, as if they were set forth at length.

8. BONDS.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment and performance bond on the forms attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

10. FEES.

Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician

of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

11. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

12. TAXES, FEES AND LICENSES.

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

13. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

14. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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 Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

15. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property

caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

Contractor's indemnification shall specifically include all claims for loss or liability because of wrongful payment under Uniform Commercial Code, Section 9-318, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this Contract or work performed or materials furnished directly or indirectly because of this Contract.

16. INSURANCE.

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Consultant'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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

17. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

- 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
- 2. Have a current Washington Unified Business Identifier (UBI) number;
- 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

18. INDEPENDENT CONTRACTOR.

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

19. ASSIGNMENT AND SUBCONTRACTING.

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

20. TERMINATION.

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

21. STANDARD OF PERFORMANCE.

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

22. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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.

23. CONSTRUAL.

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

24. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Contract for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

25. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications**: The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time

the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are *public records* and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

Dated:	CITY OF SPOKANE
	By:
	Title:
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Dated:	BUNKER STEEL BUILDINGS, INC.
	5
	By:
	Title:
	Email Address:

17-039

Attachments that are a part of this Contract:

Payment and Performance Bond Exhibit A – Contractor's Scope of Work

PAYMENT / PERFORMANCE BOND

We **BUNKER STEEL BUILDINGS, INC.**, as principal, and ______, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVENTY THOUSAND FIVE HUNDRED TWENTY FOUR AND 16/100 DOLLARS,** (\$70,524.16), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials to *Construct a Pole Barn at the Esmeralda Golf Course for use as Golf Cart Shed*. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- c. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on		
	BUNKER STEEL BUILDINGS, INC.	
	By: Title:	
A valid <u>POWER OF ATTORNEY</u> for the Surety's agent must accompany this bond.	AS SURETY	
	By: Its Attorney in Fact	

STATE OF WASHINGTON)) ss.
County of)
sign the document and acknow	have satisfactory evidence thatned this document; on oath stated that he/she was authorized to edged it as the agent or representative of the named surety business in the State of Washington, for the uses and purposes
DATED:	Signature of Notary Public
	My appointment expires
Approved as to form:	
Assistant City Attorney	

LICENSE AND DEVELOPMENT AGREEMENT

This License and Development Agreement ("**Agreement**") is made as of this _____ day of ______, 2017 (the "**Effective Date**"), by and between Inland Northwest Golf Foundation, a Washington nonprofit corporation ("**First Tee**"), and the City of Spokane, a First Class Charter City acting through the City of Spokane Park Board ("**Park Board**"), hereinafter jointly referred to as "**Parties**" and individually as a "**Party**".

RECITALS

- A. The Park Board owns certain property located adjacent to The Creek at Qualchan Golf Course, as depicted in Exhibit A (the "Park Property").
- B. First Tee proposes to build, maintain, and operate a three-hole golf facility on the Park Property (the "**Project**"). The Project is generally depicted on Exhibit B hereto.
- B. Through this Agreement, the Parties desire to cooperate with each other in developing and constructing the Project.

NOW, THEREFORE, the Parties agree as follows:

- 1. Definitions. The following capitalized terms have the meaning set forth below:
- 1.1 "Governmental Approvals" means the receipt of valid Permits, permission or other approvals and entitlements necessary for the construction, use and operation of the Project that are issued by a Governmental Authority.
- 1.2 "Governmental Authority" means any federal, Washington State, Spokane County or City of Spokane governmental entity that exercises executive, legislative, administrative, regulatory, judicial, or public authority with respect to the Park Property.
- 1.3 "**Permits**" means all written approvals, licenses, permits, authorizations, consents, grants, franchises, orders, exemptions, deviations, variances, notices or registrations with or by any Governmental Authority under any law, ordinance, regulation or standard that authorizes development and use of the Project.
- 1.4 **"Park Property"** means the property depicted and described on <u>Exhibit A</u> hereto.
- 1.5 **"Project"** means a three-hole golf facility on the Park Property, as described on Exhibit B

- 1.6 "Work" means the construction, maintenance, and operation of the Project according to approved plans, the requirements of any Governmental Authority, and other agreed documents, and further according to the **Project Schedule** set forth in <u>Exhibit C</u>.
- 2. Responsibility of First Tee. First Tee through its agents and contractor, shall, at its sole cost and expense, design, engineer, construct, warrant and otherwise develop the Project pursuant to all appropriate Governmental Approvals and Permits; First Tee shall be responsible for obtaining all necessary Governmental Approvals including without limitation any design deviations. If First Tee, through no fault of its own, has not achieved Substantial Completion (as defined below) of the Project within ______ of the Parties' mutual execution of this Agreement, the Parties shall in good faith with due diligence reach a mutual agreement regarding reasonable time extensions, changes or alternatives to complete the Project. As used herein, the term "Substantial Completion" shall mean the stage in the progress of the Project when the Project are sufficiently complete in accordance with approved plans such that they may be utilized for their intended use.
 - 2.1 <u>Design Standards</u>. The Project identified in section 1.5 shall be similar in design and construction for other golf courses owned and managed by the Park Board.
 - 2. 2 <u>Governmental Approval of Project</u>. First Tee shall, at no cost or expense to the City of Spokane and/or Park Board, obtain all Governmental Approvals and Permits that are required for the Project to be done on the Park Property. The Park Board (or the City of Spokane) shall cooperate, review and sign all applications for Permits and approvals necessary for construction and promptly provide to First Tee any information in the Park Board's possession that is required to make application for or to obtain any such approvals and Permits
 - 2.3 <u>Construction of Project</u>. First Tee shall cause the Project to be constructed in accordance with the terms of this Agreement through a licensed, bonded and insured general contractor (the "**General Contractor**"), at no cost or expense to the City of Spokane and/or Park Board. First Tee shall pay the General Contractor's costs and fees to construct the Project. First Tee shall indemnify, defend, and hold the City of Spokane and Park Board harmless from any claim(s) that construction of the Project is/was subject to Washington public works and/or prevailing wage requirements.
 - 2.4 <u>Construction Management</u>. First Tee shall be responsible for, through its General Contractor or otherwise, performing the construction of the Project with reasonable care, prudence, attention to quality, timing, and cost control to ensure compliance with the terms of this Agreement.
 - 2.5 <u>Construction Inspection</u>. First Tee and the Park Board shall each designate a qualified person to inspect and confirm the Project are constructed in accordance with the Governmental Approvals and Permits, and all applicable laws. The Parties and designees

shall have the right to make reasonable inspection of the construction progress at all times, provided that such inspection is coordinated with the General Contractor's representative at the construction site and does not unnecessarily interfere with the progress of the Project.

- 2.6 <u>Bonds, Liens and Warranty</u>. The General Contractor shall provide payment and performance bonds guaranteeing: (a) the payment of all laborers, suppliers and material men and (b) the performance of the Project, respectively. First Tee shall indemnify, hold harmless, and defend the City of Spokane and Park Board from and against any lien and pay the lien plus reasonable attorney fees without cost or expense assessed against the City or Park Board from this Agreement. The General Contractor shall warranty the Project to be free from defects, subsidence and failure for a period of one (1) year after final acceptance by the Parties. The Park Board shall be the beneficiary of this warranty.
- 2.7 <u>Compliance</u>. The Project shall be completed in compliance with the Plan and all applicable Governmental Approvals and Permits, all applicable laws and the terms of this Agreement. No changes shall be made to the Plan or any Governmental Approvals or Permits without the Parks Department prior written approval. Upon completion of the Project, First Tee shall provide the Park Board with as-built drawings of the Project.

3. <u>License and Operation</u>.

- 3.1 <u>License</u>. The Park Board hereby grants First Tee, General Contractor and their respective consultants a non-exclusive license to enter and remain on areas of the Park Property as reasonably necessary ("**Licensed Area**") to inspect, stake or mark, demolish, construct, improve and otherwise install and complete the Project in accordance with the terms of this Agreement. First Tee shall, and shall cause its agents, consultants, and General Contractor to, exercise best efforts to avoid creating unreasonable noise, dust or other inconvenience to patrons, guests and invitees of the Park Property. The Project construction shall be performed with due care, returning the remainder of the Licensed Area to the condition in which it was found, reasonable wear and tear excepted. Without limiting the foregoing:
 - (a) Representatives of First Tee, General Contractor and the Parks Department shall meet periodically, as requested, in order to establish the particular details and scheduling of the Project that may (i) cause significant noise, dust, fumes or odors (such as, by way of example and not limitation, demolition, excavation, paving, and painting), (ii) involve the movement of construction vehicles or heavy equipment in areas regularly used by patrons, guests, invitees or employees using the Park Property, (iii) alter regular pedestrian or vehicular access to the Park Property or (iv) otherwise materially disrupt the normal operation and

use of the Park Property, to the extent commercially practicable, so as to eliminate or minimize interference with the normal operation of the Park Property.

- (b) First Tee, its agents, consultants, and General Contractor shall, and they shall cause all subcontractors to, take all appropriate safety measures to protect patrons, guests, invitees, and employees of the Park Board from injury or damage.
- (c) The Parties, their agents, consultants, and contractors shall cooperate and coordinate construction activities in a manner that does not interfere with or delay the Project.
- 3.2 <u>License for the Operation of the Project</u>. Upon the completion of the construction of the Project, First Tee is granted a license for the occupancy, use, operation, maintenance, and repair of the Project. This license for the operation of the Project includes the right of ingress and egress across The Creek at Qualchan golf facility.
- 3.3 <u>Maintenance</u>. First Tee and the Park Board agree that **Basic Maintenance** of the Project will be provided by the Park Board. For purposes of this Agreement, Basic Maintenance will consist of turf management, watering, and minor repairs due to normal course wear and tear, consistent with the grounds keeping provided at the The Creek at Qualchan golf facility. The First Tee shall pay the Park Board the sum of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) on or before <u>July 1</u> each year during the Term of the Agreement for such Basic Maintenance (the "**Basic Maintenance Fee**"). The Basic Maintenance Fee shall be reviewed and adjusted on an annual basis to ensure that it covers the Park Board's actual costs of providing Basic Maintenance to the Project. In addition to the Basic Maintenance Fee, First Tee shall, within 30 days of the Park Board's written request, reimburse the Park Board for any additional costs incurred by the Park Board in maintaining and repairing the Project.
- 3.4 <u>Hazardous Materials</u>. First Tee, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto Licensed Area, or Park property adjacent to the Licensed Area. For the purposes of this Agreement, "Hazardous Substance" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials", "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". First Tee (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold the Park Board, its successors and assigns, harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs

including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Park Board, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined herein) resulting from First Tee's use of the Licensed Area, including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

- 3.5 <u>Signage</u>. The Project shall not include any commercial advertising, reader boards or other signs without the prior written approval of the Park Board.
- 3.6 Public Purpose. In the event the Park Board finds that the Licensed Area or any part thereof, is needed for public use, this agreement shall be terminated and declared null and void, and the Park Board shall be allowed to reoccupy the Licensed Area without the payment of compensation or damages to the First Tee, its successors or assigns. On First Tee's surrender of the Licensed Area pursuant to this Section 3.6, the Park Board shall pay to First Tee, as liquidated damages for the early termination of this License and Agreement, an amount equal to First Tee's actual and unamortized construction costs and design fees relating to completion of the Project, assuming a _____-year straight line amortization period, with no interest factor ("Termination Fee"). The Termination Fee shall be the total damages to which First Tee shall be entitled for the cancellation of this License under this Section 3.6, the parties acknowledging that it would be difficult to ascertain First Tee's actual damages from such cancellation. First Tee shall have no other or further claim against the City or any assignee resulting from such early termination of this License and Agreement. Upon the completion of the construction of the Project, First Tee shall provide to the Park Board an accounting of all construction costs and design fees to be included in calculating the Termination Fee, together with true and correct copies of all invoices related to such costs, showing that such invoices have been paid in full by First Tee. Once the Park Board and First Tee mutually agree to the amount of said costs to be included in calculating the Termination Fee, the parties shall memorialize their agreement in a written Addendum to this Agreement.
- 4. <u>Term.</u> This Agreement shall commence on the Effective Date and shall terminate twenty-five (25) years thereafter (the "Term"). The Parties agree that they will meet and confer

with one another no earlier than one (1) year prior to the expiration of the Term and no later than six (6) months prior to the expiration of the Term to discuss the potential renewal of the Agreement.

- 5. <u>License Fee</u>. The fee for the License shall be one and no/100 dollars (\$1.00) per year, plus any applicable leasehold excise taxes under Chapter 82.29A RCW.
- 6. <u>Taxes</u>. First Tee shall pay all Taxes (defined below) applicable to the Project during the Term of this Agreement. All payments for Taxes shall be made at least ten (10) days prior to their due date. Upon the Park Board's request, First Tee shall promptly furnish the Board with satisfactory evidence that Taxes have been paid. If First Tee fails to timely pay any Taxes, the Board may pay them, and First Tee shall repay such amount to the Board with First Tee's next Basic Maintenance Fee payment.

The term "Taxes" shall mean: (i) any form of real estate tax or assessment i mposed on the Project by any authority including any city, state or federal government, or any improvement district, as against any legal or equitable interest of the Park Board or First Tee in the Project or in the real property of which the Project is a part, or against rent or fees paid for the license granted hereunder; and (ii) any form of personal property tax or assessment imposed on any personal property, fixtures, furniture, tenant improvements, equipment, inventory, or other items, and all replacements, improvements, and additions to them located on the Project, whether owned by the Park Board or First Tee.

First Tee may contest the amount or validity, in whole or in part, of any Taxes at its sole expense, only after paying such Taxes or posting such security as the Park Board may reasonably require in order to protect the Project against loss or forfeiture. Upon the termination of any such proceedings, First Tee shall pay the amount of such Taxes or part of such Taxes as finally determined, together with any costs, fees, interest penalties, or other related liabilities.

7. <u>Indemnity</u>.

Indemnification Obligation. First Tee shall defend, indemnify and hold the City of Spokane and Park Board, and their respective officers, directors, employees, agents, contractors, First Tees, guests, invitees, successors and assigns of each of the foregoing (collectively, the "Park Board Indemnitees") harmless against and from any and all claims, costs, damages or expenses arising from the conduct, management, operation, or performance of the Project, including, without limitation, any and all claims arising from: (a) any breach or default on the part of First Tee or the General Contractor in performance of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement; and (b) any act of negligence or willful misconduct of First Tee, the General Contractor, or any of their agents, servants, employees, contractors, subcontractors, or licensees. Such indemnity shall include any and all costs, attorney fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon, and if any action or proceeding be brought against any of the Park Board

Indemnitees by reason of any such claim. First Tee, on notice from the Park Board, shall defend against such action or proceeding, unless such action or proceeding is defended by counsel for any carrier of public liability insurance provided herein.

<u>Limitation on Indemnification</u>. If and to the extent this Agreement is a 7.2 contract or agreement subject to Revised Code of Washington ("RCW") Section 4.24.115 as in effect on the date of this Agreement, all provisions of this Agreement pursuant to which First Tee agrees to indemnify the Park Board Indemnitees against liability for damages arising out of bodily injury to persons or damage to property ("Damages") in connection with the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any improvement to the Park Board Property ("Indemnities") will be limited by the provisions of this Section 5.2. None of such Indemnities will apply to Damages caused by or resulting from the sole negligence of the indemnitee, its agents or employees. To the extent that any such Damages are caused or result from the concurrent negligence of (a) the indemnitee or its agents or employees and (b) the indemnitor or its agents or employees, the Indemnities will apply only to the extent of the indemnitor's negligence. If RCW 4.24.115 is hereafter amended to eliminate or modify the limitations on indemnities set forth therein, this Section 5.2 will automatically and without further act by either Party be deemed amended to remove any of the limitations contained in this Section 5.2 that are no longer required by then-applicable law. First Tee and the Park Board have specifically negotiated the waiver of and hereby specifically waive any provisions of any industrial insurance act, including Title 51 of the RCW, or any other employee benefit act which might otherwise operate to release or immunize First Tee from its obligations under Section 7.1 and this Section 7.2.

7. Insurance.

8.1 First Tee shall, at its sole expense, obtain and keep in force, throughout the Term of this Lease, a property insurance policy or policies covering the Project, including, without limitation, fixtures, improvements and betterments. Such insurance shall be written on an "all risk" basis, (but excluding earthquake and flood); and cover full replacement costs (i.e., 100% of replacement cost) of the property insured, with a deductible of not more than \$10,000.00. The insurance policy shall name the Park Board as loss payee and as an additional insured, and the loss proceeds, if any, under such policy shall be paid to the Park Board.

- 8.2 First Tee shall, or cause its General Contractor to purchase and maintain such insurance set forth below that may arise out of or result from First Tee's or the General Contractor's acts or omissions under this Agreement to include its agents, contractors or anyone acting on behalf of First Tee.
- 8.3 The comprehensive general liability insurance shall include premises operations (including explosion, collapse, and underground coverage), elevator, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.
- 8.4 The comprehensive general and automobile liability insurance shall be written for not less than limits of liability as follows:
 - (a) Comprehensive general liability insurance with a limit not less than \$1,000,000.00 each occurrence covering liability arising from bodily injury, property damage, independent contractors, products-completed operations, and liability assumed under an insured contract.
 - (b) Comprehensive automobile liability insurance with a limit of not less than \$1,000,000.00 each occurrence covering liability arising from bodily injury and property damage.

At any time, if, in the reasonable opinion of the City, the amount of commercial general liability insurance coverage provided for herein is not adequate, First Tee shall increase the insurance coverage as required by the City.

8.5 The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled or be nonrenewable until at least thirty (30) days' prior written notice has been given to the Park Board. Certificates of insurance from First Tee and the General Contractor showing such coverages to be in force and naming the City of Spokane and Park Board as additional insureds shall be filed with the Park Board prior to commencement of the Project.

9. <u>Dispute Resolution</u>.

- 9.1 If either party has a disagreement, dispute, claim, or seeks relief ("**Dispute**") against the other party under this Agreement, 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 Dispute is not resolved within five (5) days from the notice, the matter may be resolved according to section 9.2.
- 9.2 Following conclusion of the process in section 9.1, the Project Neutral (defined below) shall impartially consider the Dispute and render a written decision that is

final and binding. The Project Neutral shall be jointly selected within ten (10) days of delivery of the Dispute and be a design professional (such as an architect) who has knowledge of similar property and projects in Spokane County.

The Project Neutral's decision shall be based upon the facts and legal authority relating to the Dispute. The Project Neutral may conduct an independent investigation into any presented matter and may request the Parties submit additional information. The Project Neutral shall conduct a hearing and then issue a written decision within thirty (30) days of the delivery of the Dispute. The Parties shall share the fees and costs of the Project Neutral.

10. Events of Default; Remedies.

- 10.1 <u>Events of Default -- First Tee</u>. Upon the occurrence of any one or more of the following events which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this Section, the Park Board may, at its option, declare an "Event of Default" under this Agreement:
 - (a) First Tee fails to comply with any term or fails to perform any of its obligations under this Agreement and such failure has a material adverse effect on the Park Board or creates a material risk of injury to person or damage to property;
 - (b) First Tee fails to comply with any term or fails to perform any of its obligations under this Agreement, where such failure is not within the terms of Section 8.1(a) above, and continues for a period of ten (10) days after written notice from the Park Board;
 - (c) if any representation or warranty made by First Tee in this Agreement shall have been false or misleading as of the day it was made, provided that if such untrue representation or warranty is susceptible of being cured, First Tee shall have the right to cure such representation or warranty within ten (10) days of receipt of notice from the Park Board;
 - (d) any Governmental Approvals or Permits required to perform the Improvement expire or otherwise are not in full force and effect.
- 10.2 Events of Default -- the Park Board. If the Park Board fails to comply with any term or fails to perform any of its obligations under this Agreement for a period of thirty (30) days after written notice from First Tee, First Tee may, at its option, declare an Event of Default under this Agreement.
- 10.3 <u>Cure</u>. If a default subject to a cure period hereunder is not reasonably susceptible of cure within the applicable cure period provided above, but the defaulting Party commences to cure such default within the applicable cure period and thereafter

diligently prosecutes the cure to completion, and completes such cure within thirty (30) days of commencing the cure, such default shall not become an Event of Default; provided, if the nature of the default is such that it cannot be fully cured within 30 days due to circumstances not under the defaulting Party's control, the period of time in which defaulting Party must cure the violation shall be extended for such additional time reasonably necessary to complete the cure.

- 10.4 <u>Remedies</u>. Upon the occurrence of any Event of Default, the non-defaulting Party may, in addition to other rights as shall be granted under any other provision of this Agreement, but without waiving such other rights, (a) perform any and all work necessary to complete, secure and/or protect the Project, (b) bond or discharge any lien upon such Party's property not bonded or discharged by the defaulting Party as required hereunder, (c) specifically enforce the defaulting Party's unperformed obligations, and (d) seek arbitration as set forth in Section 7 herein or exercise all rights and remedies available at law or in equity through a court with personal and subject matter jurisdiction.
- 11. <u>Forced Delay</u>. Performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, general lack of transportation, general governmental restrictions, regulations, orders or priority, unusually severe weather, breach of this Agreement by the other Party, or acts or failures to act of Governmental Authority after diligent best efforts to cause the Governmental Authority to act. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within fifteen (15) days of the commencement of the cause.
- 12. <u>Notice</u>. All notices required or permitted to be given hereunder shall be in writing, may be given by personal delivery, United States mail (certified, return receipt requested) or overnight delivery by a service retaining evidence of delivery, and shall be deemed delivered when received at the address set forth below.

If to the Park Board: Attn: Leroy Eadie, Director of Parks and Recreation

5th Floor City Hall

808 W Spokane Falls Blvd Spokane, WA 99201

With copies to: City of Spokane

Office of the City Attorney

City Hall, Fifth Floor

808 W. Spokane Falls Blvd.

Spokane, WA 99201

If to First Tee:	 	

With a copy to: Thomas D. Cochran

Witherspoon Kelley

422 W. Riverside, Suite 1100 Spokane, Washington 99201

- 13. <u>Binding Effect</u>. This Agreement will bind and inure to the benefit of the Parties and their successors and assigns.
- 14. <u>Entire Agreement</u>. This Agreement shall supersede any prior representation or agreement, written or oral. This Agreement shall not be subject to modification or amendment except in a writing executed by both Parties.
- 15. <u>Attorney Fees</u>. In any action to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action.
- 16. <u>Governing Law</u>. This Agreement shall be interpreted and governed by and under the laws of Washington.
- 17. <u>Authority</u>. If either Party is a corporation or partnership or other entity, each person executing this Agreement on behalf of such Party hereby represents and warrants that such Party is a duly formed and existing entity and has full right and authority to execute and deliver this Agreement and that each person signing on behalf of such Party is authorized to do so.
- 18. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, and each counterpart, when fully executed and delivered, shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

[Signature on Following Page]

IN WITNESS WHEREOF, First Tee and the Park Board do hereby execute this Agreement as of the Effective Date.

	CITY OF SPOKANE, PARK BOARD:
	By: Name: Title:
	By: Name: Title:
Approved:	
Leroy Eadie, Director of Parks and Recreation	
Approved as to Form:	
Assistant City Attorney	
	FIRST TEE:
	INLAND NORTHWEST GOLF FOUNDATION, a Washington non-profit Corporation
	By: Its:

EXHIBIT A
Park Property

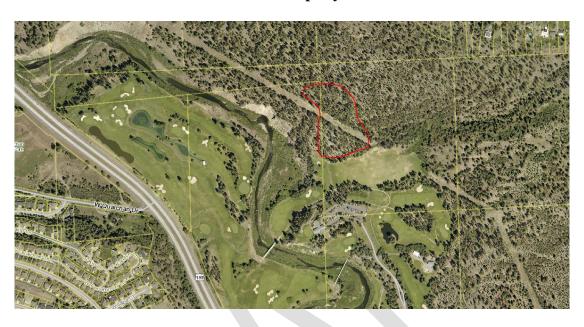




EXHIBIT B The Project





Proposed Qualchan Three-Hole Project

PROJECT OVERVIEW

THE FIRST TEE - NATIONAL

"To impact the lives of young people by providing educational programs that build character, instill life-enhancing values and promote healthy choices through the game of golf." The First Tee's Nine Core Values have reached more than nine million young people through the game of golf since its founding in 1997. There are more than 900 First Tee programs and facilities located throughout the United States and around the World.

THE FIRST TEE of the-INLAND NORTHWEST

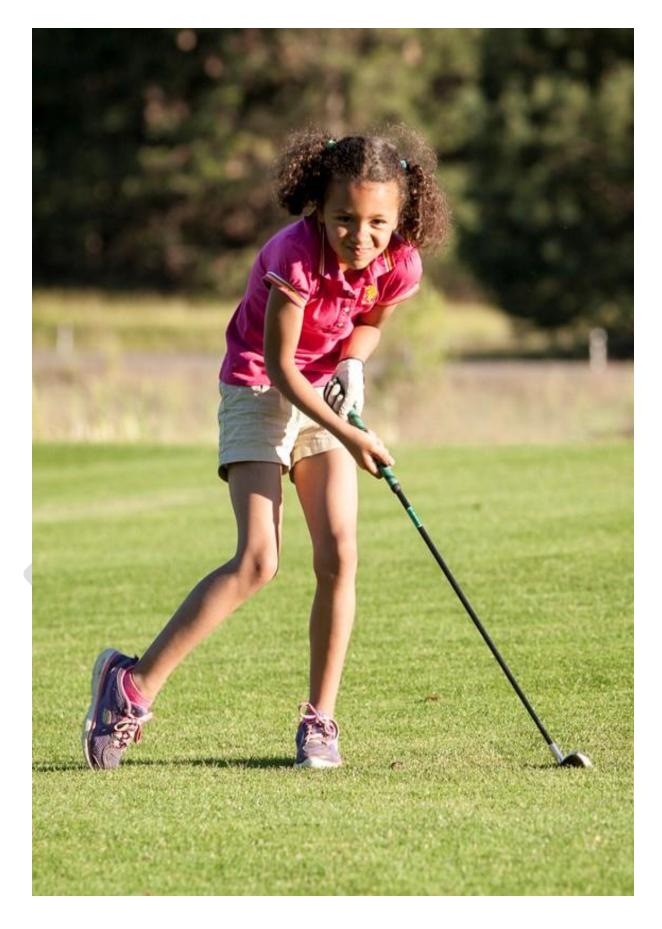
The First Tee Inland Northwest Chapter was organized as a tax exempt 501c(3) organization in 2011. Since inception, the chapter has met with tremendous community support as well as enjoying nationally recognized growth in youth participation. Since its inception in 2011, The First Tee Inland Northwest has had more than 5000 children aged 7-17 take part in its program, a large percentage on a partial or full scholarship basis.

COMMUNITY IMPACT – THE THREE HOLE PROJECT

When complete, the Qualchan Three Hole Project will receive national prominence as one of the top First Tee facilities in the nation. Spokane is a city well known for its support and promotion of golf, its support of youth activities, and its deep and committed volunteer base. All of these attributes will be promoted and enhanced with the addition of the Qualchan Three Hole Project.

VIBRANT SPOKANE

Golf is central to Spokane's attraction as the Inland Northwest center for outdoor activities. Its "deep bench" of golf enthusiast leads to an equally deep base of excellent volunteers and broad support of non-profit organizations.



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OVERVIEW

The Project

The First Tee of the Inland Northwest proposes to build, maintain, and operate a three-hole golf facility on City of Spokane Parks Department land located adjacent to the existing *The Creek at Qualchan* golf course. The course will be reversible making possible six different hole configurations. The proposed facility will be built on 6 acres located adjacent to, and northeast of, the existing Qualchan driving range. The facility will be accessed by footpath, also serving as an emergency and maintenance vehicle roadway, from the northwest corner of the existing Qualchan driving range.

Facility Use

Currently, *The Creek at Qualchan* golf course sponsors The First Tee Inland Northwest by allowing use of its existing facilities for classes and practice. While this arrangement has been an excellent one and Qualchan daily fee play has experienced minimal interference, the opportunity to build a facility specifically for the use of youth involved in The First Tee program will greatly enhance the learning experience, dramatically expand the ability to serve the youth golfing community in Spokane, and at the same time, lessen the impact on existing Qualchan daily fee customers. The First Tee of the Inland Northwest believes the use of the golf course will be an evolving plan. Initially the course must be used for First Tee classes and practices only. As we see how the course is used we would like to see Qualchan Jr Lessons use the course and potentially have the PGA Jr. Golf League use the course.

The Market

The First Tee Inland Northwest chapter was established in 2011, and has experienced dramatic growth making it the fastest growing First Tee chapter in the United States. The First Tee program, with emphasis on its Nine Core Values, promoted through Spokane Elementary Schools Physical Education Departments with special attention directed to Title 9 Schools. All children ages 7-17 are welcome and non-profit support makes partial and full scholarships available to any who need that assistance. The Creek at Qualchan golf course is The First Tee Inland Northwest's primary facility with satellite facilities located at Esmerelda Golf Course, Deer Park Golf Course and in Idaho at The Highlands. The most pressing need for The First Tee golf program is access to real golf holes. Existing facilities are extremely busy and on-course time for First Tee students is very difficult to schedule. The design of the Three-hole course – where play can be reversed, offering six different golf holes - will allow multiple options for classes ranging from beginner to advanced and from putting, chipping, pitching and full shots to bunker play and on-course experience. All of this without impact on existing Qualchan facilities and with the ability to bring players from satellite facilities to a short, playable course.

Financial Overview

Cost Estimates

Item	Estimated Cost
Mobilization	\$10,000
Clearing	25,000
Equipment	40,000
Materials	
Pea Gravel	5,000
ADS Drainpipe	2,000
Greens Mix	15,000
Bunker Sand	5,000
Green Seed	2,000
Fairway Seed	3,500
Native Seed	1,000
Shaping / Labor	80,000
Irrigation System	40,000
Electrical Supply	5,000
Contingency (15%)	38,000
Total	\$272,000.00

Source of Funds

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Source Amount

Donations in Cash

Total \$90,000.00

In-Kind Services

Source		Amount
Rowand Equipment		28,500
Rainer Seeds, Inc.		6,500
Toro Equipment – Discounted Product		5,000
Dan Hixson – Architect		40,000
Irrigation System Parts-Specialty Pump		30,000
Misc. Services		
Total	Approx	\$110,000.00

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KEY PERSONNEL

Robert Heck

What a guy!

Mark Gardner

Super Supporter!

Dan Hixson

Famous Architect!

Spokane Golf Community

Spokane has a long history of support for non-profit organizations, in particular for youth organizations. Many commitments, both large and small, cash and in-kind services, have been pledged and guarantee the completion, maintenance and on-going operation of this project.

Maintenance and Support

Maintenance of the facility will be accomplished through use of existing equipment and personnel at *The Creek at Qualchan* golf course. The cost of this service will be pro-rated by Qualchan and billed to The First Tee Inland Northwest on an annual basis. The initial one year rate will be approximately \$8,000.00 per

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hole or \$24,000.00. The yearly increase of the cost of maintenance will be negotiated in the MOU. The First Tee of the Inland northwest will have a full time committee raising funds for this projects annual expenses.

CONSTRUCTION AND ARCHITECTURAL SUPPORT

Golf Course Architect

Daniel Hixson, owner of Dan Hixson Golf Designs, has been working with The First Tee Inland Northwest throughout the conceptual design stage and has personally walked the proposed property. Mr. Hixson has agreed to continue as the Architect throughout the construction phase. In addition, Mr. Hixson's company has agreed to supply the labor and time necessary for the final grading and shaping of the Three Hole Project.



CONSTRUCTION AND ARCHITECTURAL SUPPORT

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OVERLAY OF PROPOSED COURSE



TIMELINE FOR GOLF COURSE BUILDING

Tree Removal Plan

The tree removal is the first stage of construction and our goal is to start this winter/Spring April 2017.

Shaping, Seeding and Grow In

The forming of the golf course (shaping) will begin once the ground is firm enough for equipment to be on the ground. This should be in May 2017. Seeding will take place in early summer 2017.

The course hopefully will be ready to play in 2018

REQUEST FOR MEMORANDUM OR UNDERSTANDING (MOU)

- 1. 25 year agreement
- 2. \$1.00 per year
- 3. The First Tee of the Inland Northwest will pay for all Construction Costs
- 4. The First Tee of the Inland Northwest will pay the yearly maintenance costs for the golf course. The maintenance crew at the Creek at Qualchan will do the maintenance. The initial cost will be approximately \$8000.00 per hole for a Total of \$24,000.00.

The MOU specifics to be worked out with the Park Department Legal and the First Tee of the Inland Northwest.

IMPORTANT AREAS OF INFORMATION ABOUT THE THREE HOLE COURSE

200 foot Shoreline Buffer – The course is outside this set back

Existing Trails and Encroachment – I have met with the Friends of the Bluff and our plan will be to reroute the one trail we will encroach upon.

The First Tee Nine Core Values

The First Tee has established Nine Core Values that represent some of the many inherently positive values connected with the game of golf.

By participating in The First Tee, young people are introduced to these core values which are incorporated throughout the program. Parents are encouraged to reinforce these behaviors by talking about them, what they mean and what these behaviors can look like at home.

Honesty

the quality or state of being truthful; not deceptive

Golf is unique from other sports in that players regularly call penalties on themselves and report their own score.

Integrity

strict adherence to a standard of value or conduct; personal honesty and independence

Golf is a game of etiquette and composure. Players are responsible for their actions and personal conduct on the golf course even at times when others may not be looking.

Sportsmanship

observing the rules of play and winning or losing with grace

Players must know and abide by the rules of golf and be able to conduct themselves in a kind and respectful manner towards others even in a competitive game.

Respect

to feel or show deferential regard for; esteem

In golf it is important to show respect for oneself, playing partners, fellow competitors, the golf course, and for the honor and traditions of the game.

Confidence

reliance or trust. A feeling of self-assurance

Confidence plays a key role in the level of play that one achieves. Players can increase confidence in their abilities by being positive and focusing on something they are doing well regardless of the outcome.

Responsibility

accounting for one's actions; dependable

Players are responsible for their actions on the golf course. It is up to them to keep score, repair divots, rake bunkers, repair ball marks on the green, and keep up with the pace of play.

Perseverance

to persist in an idea, purpose or task despite obstacles

To succeed in golf, players must continue through bad breaks and their own mistakes, while learning from past experiences.

Courtesy

considerate behavior toward others; a polite remark or gesture

A round of golf should begin and end with a handshake between fellow competitors. Players also should be still and quiet while others are preparing and performing a shot.

Judgment

the ability to make a decision or form an opinion; a decision reached after consideration

Using good judgment is very important in golf. It comes into play when deciding on strategy, club selection, when to play safe and when to take a chance, the type of shot players consider executing, as well as making healthy choices on and off the golf course.

IT'S A GREAT DEAL FOR SPOKANE AREA YOUTH!

EXHIBIT C Project Schedule



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2017 Visit Spokane-City of Spokane Golf Marketing

Visit Spokane is pleased to partner with the City of Spokane to promote the city's golf courses as a preferred destination for golfers. Using a multi-tiered approach, our efforts will target 100,000+ consumers through a variety of channels. Messaging to these consumers will occur on a consistent, season-long basis. In addition to digital marketing efforts, we will also promote the region and county courses with in-person representation at a variety of golf shows, as well as in printed materials (e.g., collateral, print ads, etc.).

Strategic overview

When Visit Spokane approaches any marketing opportunity, we view the opportunity from a variety of angles and work to provide as much 360-degree coverage as possible. In this case, golf is the primary focus, but highlighting the region's shopping, dining and entertainment is also part of the messaging when possible.

Our general strategy for highlighting the city golf courses will be to focus on:

- Beauty the unique geography and physical appeal
- Affordability the low green fees
- Quality the challenging courses

Our general strategy for highlighting additional promotables will focus on:

- Ease of travel Spokane is simple to get to and simple to get around in
- Availability of lodging choices includes hotel packages
- Dining one of the best dining cities in the US
- Shopping three area malls, and more
- Entertainment Best of Broadway, live music, local theater, Symphony, etc.

Tactical overview

Visit Spokane uses a variety of channels to send messaging to consumers. This includes, but is not limited to, the following:

- Digital ads
- Print ads
- Radio
- Golf in the NW
- NW Golf Maps
- Visitor e-news
- Visit Spokane e-zine
- Visit Spokane social media
- Visit Spokane traditional media
- Visit Spokane website Special offers Hotel packages

Events photo

- Golf show promotion
 - Boise
 - Spokane
 - Portland
 - Seattle
 - Calgary
- Media relations

In addition to the above, Visit Spokane is pleased to provide additional deliverables to the city, based on your increase in 2017 spending.

These include:

- Video we will produce one IPhone video (90-seconds to 2-minutes long) on city courses, promoting it on VS social media, posting to our website, providing to city for city use (website, etc.)
- VS social media our social media team will conduct two Facebook Live events at city courses
- VS social media we will boost up to four Facebook posts on city courses throughout the season
- VS social media we will post two (possibly more) Instagram photos each month, working in conjunction with city course staff/city communications staff
- VS social media we will produce scheduled tweets throughout the season
- VS social media we will conduct a "city pro tips takeover" of VS social media
- VS website we'll dedicate a hero slider city course photo on the visitspokane.com homepage for at least a one-month duration
- VS website we'll produce a copy/photo blog on our website and promote via VS social media
- TripAdvisor as "owners" of the Spokane TripAdvisor page, we will include city course photos among the first 10 queued user photos, as well as video (above)

Visit Spokane will provide mid- and late-season results reporting.



TO: Spokane Parks and Recreation

FROM: DH

RE: Marketing and Communications Plan 2017

Golf

2017 Goals

- Increase rounds of golf played compared to 2016
- Encourage business people to book tournaments
- Attract new golfers
- Attract out-of-town golfers

Audiences

- Existing golfers
- Business people looking to engage clients/prospects on golf course
- Prospective golfers new to the sport
- Active people

Strategies

Planning and Agency Support

DH has already kicked off 2017 by meeting with the golf pros, which helped us develop recommendations for 2017 priorities. DH will provide ongoing account management. This includes meetings and calls with the client, as well as internal coordination to ensure all projects continue the cohesive brand experience we developed last year.

Media Buy

Placing a media buy is an important component of a strong, integrated campaign. We recommend flighting a radio buy in May with local Spokane stations. The target will be men 35+.

We will also place print ads in the following publications:

- Visit Spokane Visitor Guide
- Journal of Business
- Inlander
- The Spokesman Review Golf Guide
- Pacific Northwest Golfer May or August

We recommend placing a digital buy during June and July 2017, using the following platforms:

- Facebook Drive engagement and target users across the region with Facebook News Feed ads.
- Programmatic Display Show banner ads to users in the region as they browse content across the web. They are the billboards of the internet. While specific placements cannot be guaranteed, ads may be shown on premium content sites such as ESPN, Golf Digest, Golf Channel, CBS Sports, and more.
- Google Search Reach high-intent users actively searching for relevant keywords related to outdoor activities in Spokane.

Collateral and Production

In 2017, we see an opportunity to extend the Enjoy Spokane campaign look to many golf collateral pieces:

- Handouts for the Golf Show and Visit Spokane that highlight each course, online tee time, and include a fun window cling sticker.
- Standing display to use at booths and other events
- Chip Shots e-news designs, distributed through Visit Spokane.
- Templates for all the golf courses, including posters to display at events, fliers to hand out, web banners to post online, and e-news headers for their regular communication.

Media Relations

We recommend checking in quarterly with the golf pros to uncover potential stories throughout the year. Some natural stories include:

- Courses opening
- Any renovations and upgrades
- The new pro at Esmeralda and his vision for the course
- Interesting community partnerships, especially any benefiting kids

The goal is to keep a steady stream of positive news stories about the City golf courses.

Strategies and Tactics Table

We developed this table to provide you with a high-level overview of the strategies and tactics we outlined above for each audience. The table includes timeline and bolded priorities.

Tactic	Details	Timeline	Priority
Planning and Agency	Planning	Q1 2017	Tier 1
Support	Account Management	Ongoing	Tier 1
Media Buy	Radio Print Digital	Q1 2017	Tier 1
Collateral and Production	Handouts for Golf Show & Visit Spokane	Q1 2017	Tier 1
	Standing booth display	Q1 2017	Tier 1
	Chip Shots designs	Q2-Q3 2017	Tier 1
	Templates	Q1 2017	Tier 2
Media Relations	Develop and pitch golf angles	Quarterly	Tier 2

		<u>April</u>	GOLF MEDIA <u>May</u>	<u>June</u>	July	Aug	<u>Sept</u>	<u>Oct</u>		
RADIO (:60 spots to include Spokane & Canadian Border Stations)		Spin-	Golf Radio May 16 - May 29 Target: Men 35+ Cost: \$5,000	Golf Radio June 16 - June 29 Target: Men 35+ Cost: \$5,000	<u> 2014</u>		<u>3656</u>		0,000.00	\$5,000.00
PRINT										
Visit Spokane Guide	Visitors Guide 8.125" x 10.75" Art Deadline: 4/1 Cost: \$4,495							\$4	4,495.00	\$4,495.00
Pacific NW Inlander	42838 March Madness 5.5"wide x 5.4" tall Art Deadline: 2/9 Cost: \$746							Ś	\$746.00	\$746.00
Journal of Business		April 27 Issue Golf Courses of the Inland NW 1/2 pg vertical/full color (4.625"h x 15.25" h) Art Deadline: 4/20 Cost: \$2,028	May 25 Issue Market Fact Book 1/2 pg vertical/full color (4.625"h x 15.25" h) Art Deadline: 4/28 Cost: \$2,028					\$4	4,056.00	\$2,028.00
Spokesman Review (print edition)			Golf Guide 5/25 Cost \$1310.					\$:	1,310.00	\$1,310.00
Pacific Northwest Golfer			May Issue (Best Family Vacations) 1/2 page horizontal (7.25" wide x 4.812" high) Art Deadline: 4/5 Cost: \$3,130			August Issue (Fall Golf) 1/2 page horizontal (7.25" wide x 4.812" high) Art Deadline: 7/5 Cost: \$3,130		\$(6,260.00	\$3,130.00
Golf Today Northwest? (Digital Magazine)										
DIGITAL Facebook News Feed- Golfers Google Search Golf			\$1,250.00 \$625.00	\$1,250.00 \$625.00						\$2,500.00 \$1,250.00

\$30,617.00 \$20,459.00

City of Spokane - Parks & Recreation **Golf Fund -- 4600 Financial Report March 2017**

		Monthl	Monthly Budget Comparison Year-to-Date Budget Comparison												
	2017 Current										2016 YTD	2017 YTD			
	Adoped			2016	- 2017						% of	% of		Fav./	
	Annual	2016 Monthly	2017 Monthly	Mor	nthly	2016		2017	20	016 - 2017	Annual	Annual		Unfav.	2017 Budget
	Budget	Actual	Actual	Diffe	rence	YTD Actual	Y	ΓD Actual	YTE	Difference	Budget	Budget	% Δ	⊚/⊗	Balance
Revenue:														_	
Program Revenue	3,681,270	219,250	138,703	\$ ((80,547)	397,019		153,181	\$	(243,837)	11.7%	4.2%	-7.58%	⊗	(3,528,089)
2017 Pre-Sale Revenue	-			\$	-			60,671	\$	60,671		1.6%			60,671
Other Transfers In	-	-	-	\$	-	-		-							-
TOTAL REVENUE:	\$ 3,681,270	\$ 219,250	\$ 138,703	\$ ((80,547)	397,019	\$	213,852	\$	(183,166)	11.6%	5.8%	-5.81%	8	\$ (3,467,418)
Expenditures:															
Salaries and Wages	1,278,001	62,079	80,505	\$	18,426	164,564		154,122	\$	10,442	14.5%	12.1%	-2.42%	\odot	1,123,879
Personnel Benefits	319,722	28,097	25,120	\$	(2,977)	63,443		66,634	\$	(3,191)	14.3%	20.8%	6.55%	\otimes	253,088
Supplies	322,420	11,546	3,398	\$	(8,148)	12,039		6,733	\$	5,306	4.8%	2.1%	-2.67%	\odot	315,687
Services and Charges	1,414,364	47,629	43,872	\$	(3,757)	154,167		144,302	\$	9,865	10.9%	10.2%	-0.70%	\odot	1,270,062
Intergovernmental Services	21,000	712	55	\$	(657)	1,094		363	\$	731	4.0%	1.7%	-2.26%	\odot	20,637
Subtotal Operating Expenditures	\$ 3,355,507	\$ 150,063	\$ 152,951	\$	2,888	395,307	\$	372,154	\$	23,153	12.1%	11.1%	-0.98%	☺	\$ 2,983,353
Capital Outlay	335,674	14,224	-	\$ ((14,224)	38,285		-	\$	38,285	10.9%		-10.95%	\odot	335,674
Transfers Out	-	-	-	\$	-	-		-							-
TOTAL EXPENDITURES:	\$ 3,691,181	\$ 164,286	\$ 152,951	\$ ((11,335)	433,593	\$	372,154	\$	61,438	12.0%	10.1%	-1.88%	☺	\$ 3,319,027
Total Funding:	\$ (9,911)	\$ 54,964	\$ (14,248)	\$ ((69,212)	\$ (36,574)	\$	(158,302)	\$	(121,728)					

(Revenues - Expenditures)

Beginning Fund Balance	\$ 347,992
Less 7% Reserve Requirement	\$ (258,383)
Beginning 2017 Excess Reserves	\$ 89,609
2017 YTD Change in Cash	\$ (158,302)
Less Encumbrances at Month End	\$ (181,277)
2017 YTD Available Cash	\$ (249,969)

2016 Annual YOY Golf Comparison Report

								ROI	JNDS									
		DOWNRIVER			ESMERALDA		IND	IAN CANYON	51105	Q	UALCHAN			CITY HALL			TOTALS	
	2017	2016		2017	2016	DIFF	2017	2016	DIFF	2017	2016	DIFF	2017	2016	DIFF	2017	2016	DIFF
FEGULAR ROUND	188	877	(689)	284	627	(343)	0	161	(161)	192	957	(765)	0	0	0	664	2,622	(1,958
REGULAR ROUND DISCOUNT ROUND MULTI-PLAY ROUND	531	2,432	(1,901)	428	1,314	(886)	0	331	(331)	347	1,775	(1,428)	0	0	0	1,306	5,852	(4,546
	130	451	(321)	9	106	(97)	0	19	(19)	82	368	(286)	0	0	0	221	944	(723
OTHER ROUND TOTAL	75 924	476 4,236	(401) (3,312)	244 965	309 2,356	(65) (1,391)	0 0	95 606	(95) (606)	97 718	421 3,521	(324) (2,803)	0 0	0	0	416 2,607	1,301 10,719	(885 (8,112
	324	4,230	(3,312)	303	2,330	(1,351)	<u> </u>	000	(606)	/10	3,321	(2,003)		U	<u> </u>	2,007	10,719	(0,112
REGULAR ROUND	\$ 3,826	20,003	\$ (16,177)	\$ 6,289	12,848	\$ (6,559)	\$ - \$	4,170	\$ (4,170) \$	5,599	\$ 25,288	\$ (19,689) \$	- \$	- ;	- :	\$ 15,714	\$ 62,309	(46,595
DISCOUNT ROUND	\$ 10,649	45,054	\$ (34,406)	\$ 8,440 \$	23,937	\$ (15,497)	\$ - \$	6,510	\$ (6,510) \$	7,347	\$ 36,153	\$ (28,807) \$	- \$	- :	s -	\$ 26,436	\$ 111,655	(85,220
DISCOUNT ROUND MULTI-PLAY ROUND	\$ 875	3,861	\$ (2,986)	\$ 150 \$	513	\$ (362)	\$ - \$	234	\$ (234) \$	853	\$ 3,866	\$ (3,013) \$	- \$		- :	\$ 1,879	\$ 8,474	(6,595
~	\$ -	0 :	\$ -	\$ 744 \$	461	\$ 283	\$ - \$	-	\$ - \$	- 5	\$ 215	\$ (215) \$	- \$	- ;	- :	\$ 744	\$ 676	68
TOTAL	\$ 15,350	\$ 68,919	\$ (53,568)	\$ 15,623	37,759	\$ (22,135)	\$ - \$	10,915	\$ (10,915) \$	13,799	\$ 65,523	\$ (51,724) \$	- \$	- ;	-	\$ 44,772	\$ 183,115	(138,342
								РА	SSES									
		DOWNRIVER			ESMERALDA		IND	IAN CANYON	-	Q	UALCHAN			CITY HALL			TOTALS	
	2017	2016	DIFF	2017	2016	DIFF	2017	2016	DIFF	2017	2016	DIFF	2017	2016	DIFF	2017	2016	DIFF
DISCOUNT PASS SEASON PASS	407	921	(514)	447	462	(15)	5	60	(55)	284	741	(457)	25	308	(283)	1,168	2,492	(1,324
SEASON PASS	9	8	1	3	1	2	0	0	0	5	6	(1)	1	0	1	18	15	3
OTHER PASS	0	0	0	0	0	0	0	0	0	0	0	0	41	84	(43)	41	84	(43
TOTAL	416	929	(513)	450	463	(13)	5	60	(55)	289	747	(458)	67	392	(325)	1,227	2,591	(1,364
111																Ī		
DISCOUNT PASS	\$ 23,300	\$ 44,606	\$ (21,306)	\$ 22,755 \$	18,001	\$ 4,753	\$ 568 \$	2,256	\$ (1,688) \$	17,981	\$ 36,447	\$ (18,466) \$	1,653 \$	13,446	(11,793)	\$ 66,256	\$ 114,756 \$	(48,500
DISCOUNT PASS SEASON PASS	\$ 10,840	\$ 10,094	\$ 746	\$ 4,617 \$	1,520	\$ 3,098	\$ - \$	-	\$ - \$	6,838	\$ 8,249	\$ (1,411) \$	1,539 \$	- ;	1,539	\$ 23,835	\$ 19,863	3,971
OTHER PASS	\$ -	\$ - !	\$ -	\$ - \$	· - :	\$ -	\$ - \$	-	\$ - \$	- ;	\$ -	\$ - \$	4,505 \$	10,463	(5,958)	\$ 4,505	\$ 10,463	5 (5,958
TOTAL	\$ 34,140	\$ 54,700	\$ (20,560)	\$ 27,372 \$	19,521	\$ 7,851	\$ 568 \$	2,256	\$ (1,688) \$	24,819	\$ 44,696	\$ (19,877) \$	7,697 \$	23,909	(16,212)	\$ 94,595	\$ 145,081	(50,486
								CAR.	T FEES									
		DOWNRIVER			ESMERALDA		IND	IAN CANYON		Q	UALCHAN			CITY HALL			TOTALS	
	2017	2016	DIFF	2017	2016	DIFF	2017	2016	DIFF	2017	2016	DIFF	2017	2016	DIFF	2017	2016	DIFF
PRIVATE CART FEE & PERMIT PRO CART FEE	47	121	(74)	23	68	(45)	0	15	(15)	32	90	(58)	0	0	0	102	294	(192
PRO CART FEE	226	960	(734)	169	582	(413)	0	252	(252)	343	1,183	(840)	0	0	0	738	2,977	(2,239
TOTAL	273	1,081	(808)	192	650	(458)	0	267	(267)	375	1,273	(898)	0	0	0	840	3,271	(2,431
-	2/3	1,001	(000)	132	030	(430)		207	(207)	3,3	1,273	(030)					3,271	(2,431
Z	\$ 5,993	\$ 8,324	\$ (2,331)	\$ 3,319 \$	2,940	\$ 379	\$ - \$	166	\$ (166) \$	3,638	\$ 6,905	\$ (3,268) \$	- \$	- :	- :	\$ 12,949	\$ 18,335 \$	5 (5,386
PRO CART FEE	\$ 36	\$ 143 :	\$ (106)	\$ 40 \$	86	\$ (46)	\$ - \$	75	\$ (75) \$	59	\$ 191	\$ (132) \$	- \$	- :	- :	\$ 135	\$ 494 \$	(359
			\$ (2,438)	\$ 3,359 \$	3,026	\$ 333	\$ - \$	241	\$ (241) \$	3,697	\$ 7,096	\$ (3,399) \$	- \$			\$ 13,085	\$ 18,829 \$	5 (5,745
_	\$ 6.029	\$ 8,466			-,						,	(0)000) +						(6). 10
TOTAL _	\$ 6,029	\$ 8,466	\$ (2,438)															
_			\$ (2,438)	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	ECMEDALDA			BUCKET	OF BALL		HAICHAN			CITY HALL			TOTALC	
_		\$ 8,466 S	DIFF		ESMERALDA 2016	DIFF	IND	IAN CANYON 2016	DIFF		UALCHAN 2016	DIFF	2017	CITY HALL 2016	DIFF	2017	TOTALS 2016	DIFF
TOTAL	2017 287	DOWNRIVER 2016 1,475	DIFF (1,188)	2017 337	2016 0	337	IND 2017 0	2016 386	DIFF (386)	2017 399	2016 1,697	(1,298)	2017 0	2016 0	0	1,023	2016 3,558	(2,535
TOTAL	2017	DOWNRIVER 2016 1,475	DIFF (1,188)	2017	2016 0		1ND 2017 0 \$ - \$	2016 386	DIFF (386) \$ (58) \$	2017 399 29	2016 1,697		2017	2016 0	0		2016	(2,535
TOTAL	2017 287	DOWNRIVER 2016 1,475	DIFF (1,188)	2017 337	2016 0	337	2017 0 \$ - \$	2016 386 58	DIFF (386)	2017 399 29	2016 1,697	(1,298)	2017 0	2016 0	0	1,023	2016 3,558 259	(2,535
TOTAL	2017 287 \$ 20	DOWNRIVER 2016 1,475 \$ 89 \$	DIFF (1,188) \$ (69)	2017 3337 \$ 45 \$	2016 0 5 - :	337 \$ 45	2017 0 \$ - \$ RE	2016 386 58 VENUE	\$ (58) \$ SUMM	2017 399 29 S	2016 1,697 \$ 112	(1,298) \$ (83) \$	2017 0 - \$	2016 0 - 5	0	1,023 93	2016 3,558 259 \$	(2,535 5 (166
TOTAL	2017 287 \$ 20	DOWNRIVER 2016 1,475 \$ 89	DIFF (1,188)	2017 337	2016 0	337	2017 0 \$ - \$	2016 386 58	DIFF (386) \$ (58) \$	2017 399 29 S	2016 1,697 \$ 112	(1,298)	2017 0 - \$	2016 0	0	1,023	2016 3,558 259	(2,535 5 (166 DIFF