



**Special Meeting of the Land Committee of the
Spokane Park Board**

September 5, 2018, 3:00 p.m. – 5:00 p.m.

Meeting Room – Manito Park

1702 S Grand Boulevard, Spokane, Washington

Al Vorderbrueggen – Park Operations Director

Committee Members:

X Gilman, Greta – Chairperson

A Lodato, Sally

X Ogden, Jennifer

A SiJohn, Jamie

X Fagan, Mike – Council Liaison

Also present:

Park Board:

Chris Wright

Parks Staff:

Jason Conley

Fianna Dickson

Leroy Eadie

Garrett Jones

Carl Strong

Al Vorderbrueggen

Other City Staff:

Nate Odle

Guest(s):

(Note: Chris Wright arrived shortly after the meeting began.)

Summary

- The Committee recommended Park Board deem Rick Harris an outstanding contributor to Parks and Recreation for the City of Spokane, and name the A M Cannon ballfield after him.
- The Committee recommended Park Board approve the Manito Mirror Pond Renovation Design contract, not to exceed \$68,370.00, including tax, to AHBL, Inc.
- The Committee advanced the Dutch Jakes Trust for Public Lands MOU to the Park Board.
- The Committee advanced the Dutch Jakes Design Addendum to amend the existing contract with Michael Terrell Landscape Architecture, PLLC, for an amount not to exceed \$36,445.00, to the Park Board.
- Sale of Surplus Property – Various parties have approached Park staff regarding purchasing specific Park owned parcels that have never been developed or used by Parks. Legal staff reviewed historical and current interpretation of the City Charter pertaining to the sale of Park owned property. Board member consensus was for staff to develop a policy and processes for consistent property evaluation and competitive public sale of same.
- The Beacon Hill Update was struck from the agenda prior to the meeting.
- Park Operations monthly financial reports were not available. The topic wasn't discussed.

MINUTES

The Chairperson convened the meeting at 3:00 p.m. Attendance was noted.

Action Items:

1. **AM Cannon Baseball Field Renaming** – Staff reviewed the action is actually to name (not rename) the field, Park and community support, and naming policy requirements.

Motion #1: Mike Fagan moved to deem Rick Harris an outstanding contributor to Parks and Recreation for the City of Spokane, and to name the A M Cannon ballfield after him. Jennifer Ogden seconded. Motion carried, unanimously.

2. **Manito Mirror Pond Renovation Design (not to exceed \$68,370.00, including tax)** – Information to contract with AHBL, Inc. was provided and reviewed by staff. Clarifications and questions were discussed.

Motion #2: Greta Gilman moved to approve the Manito Mirror Pond renovation design, not to exceed \$68,370.00. Mike Fagan seconded. Motion carried, unanimously.

3. **Dutch Jakes Trust for Public Lands MOU** – The MOU was provided and reviewed by staff, along with the item background.

Motion #3: Greta Gilman moved to advance the Dutch Jakes Trust for Public Lands MOU to the full Park Board. Mike Fagan seconded. Motion carried, unanimously.

4. **Dutch Jakes Design Addendum (not to exceed \$36,445.00)** – Information to amend the existing contract with Michael Terrell Landscape Architecture, PLLC was provided and reviewed by staff, along with the design timeline. Questions and clarifications were discussed.

Motion #4: Greta Gilman moved to advance the Dutch Jakes Design Addendum, not to exceed \$36,445.00, to the full Park Board. Jennifer Ogden seconded. Motion carried, unanimously.

Discussion Items:

1. **Sale of Surplus Park Property** – Per Park staff, various parties have approached them regarding purchasing specific Park owned parcels that have never been developed or used by Parks. Staff requested Board member direction regarding selling such parcels, as well as others identified by Park staff as surplus. Legal staff reviewed historical and current interpretation of the City Charter pertaining to sale of park owned property. Questions, clarifications, and concerns were discussed. Board member consensus was for staff to develop a policy and processes for consistent property evaluation and competitive public sale of same.

2. **Beacon Hill Update** – This item was struck from the agenda prior to the meeting, and will be on the agenda for a future meeting.

Standing Report Items:

1. **Park Operations Monthly Financials** – Reports were not available. The topic was not discussed.

The meeting adjourned at 3:45 p.m. The next Land Committee meeting will be October 3, 2018, at 3:00 p.m. at Manito Park Meeting Room, 1702 S. Grand Boulevard, Spokane, Washington.

Letter of Support

Kelly Cruz

Chair West Central Neighborhood Council

wcnchair@yahoo.com

Leroy Eddie

City of Spokane Parks Director

808 Spokane Falls Blvd

Spokane Wa. 99201

February 9th, 2018

Dear Leroy Eddie,

The West Central Neighborhood Council wishes to support the effort by the West Central Community Center to name the ballfield at A.M. Cannon Park the Rick Harris Ballfield.

Rick is a long time fixture at the West Central Community Center and the Neighborhood, and for over 25 years has served as youth program director at the West Central Community Center working with youth and providing a positive environment and influence for youth in West Central.

We hope you will consider this request and honor an amazing community mentor of youth in West Central and our community.

Sincerely,



Kelly Cruz

Chair West Central Neighborhood Council

March 12, 2018

Leroy Eadie
City of Spokane Parks & Recreation
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Leroy Eadie,

This letter is a follow up to a conversation we had a while back pertaining to an interest to name the baseball field at A.M. Cannon Park after Rick Harris. I'm pleased to share that the board of the West Central Community Development Association voted unanimously in favor of a resolution to submit this letter in petition for your support and that of the Parks & Recreation Department to help make this happen.

For over 27 years, Rick has been a rock, a role model, a mentor and a friend to many of the most vulnerable youth in Spokane's West Central neighborhood. His dedication in service to them is truly without parallel. Through coaching, education around drug prevention and bullying, or his consistent modeling of strong values and virtuous behavior, he offers nothing but a positive presence and a safe environment for so many who may not find these spaces anywhere else in their lives. We firmly believe there is nobody more deserving of this honor than Rick. Furthermore - and particularly in the context of a culture of poverty - we believe it is important for youth in West Central to see one of their "real life" heroes recognized in a larger context. We also believe this will offer inspiration and affirmation to so many others who are also providing meaningful service in our local community.

We look forward to advancing this conversation with you to explore how we can honor Rick for a lifetime of selfless dedication to some of the most vulnerable kids in our City. We are prepared to assist with whatever effort is required to help make it happen.

Thank you again for all your support!

Sincerely,


Keith Kelley, Board President
West Central Community Development Association

10/12/17

AGENDA SHEET FOR PARK BOARD MEETING OF: Oct. 12, 2017



Submitting Division
Parks & Recreation

Contact Person
Leroy Eadie

Phone No.
625-6204

Department: Finance Operations Recreation/Golf Riverfront Park

Committee: Finance Golf Land Recreation Riverfront UFTC

Type of contract: New Renewal Amendment Extension Other

Beginning date: 10/12/17 Expiration date: _____ Open ended

LGL 2011-0031

CLERKS' FILE	_____
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

Approve the Sponsorships, Donations and Naming Recognition Policy revisions

RECEIVED

OCT 20 2017

CITY CLERK'S OFFICE

BACKGROUND:

(Attach additional sheet if necessary)

The original policy from 2011 has been updated to better serve the needs of both Parks and Recreation, and community supporters. Key changes include a reorganization for improved clarity and highlights in gray.

RECOMMENDATION:

Finance Committee approves to offer to the Park Board.

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

Revision of policy, changes marked by gray highlights. + Change on dir to 10.3.1

SIGNATURES:

Requester - Leroy Eadie Dept. Manager _____

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Qureshi

Legal Dept. - Pat Dalton

DISTRIBUTION:

- Parks: Accounting _____
- Parks: Pamela Clarke _____
- Budget Manager: Tim Dunivant _____
- Requester: _____

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

Oct. 12, 2017

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
0 _____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
0 _____	_____
_____	_____
_____	_____
_____	_____

Existing vendor
 New vendor – If so, please include vendor packet

Supporting documents:

- | | |
|---|--|
| <input type="checkbox"/> Quotes/Solicitation (RFP, RFQ, RFB) | <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) ACH Forms |
| <input type="checkbox"/> Contractor is on the City's A&E Roster City of Spokane | <input type="checkbox"/> (for new contractors/consultants/vendors) Insurance |
| <input type="checkbox"/> Spokane Business registration expiration date: _____ | <input type="checkbox"/> Certificate (minimum \$1 million in General Liability) |

CITY OF SPOKANE PARKS AND RECREATION DIVISION ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1400-11-07 LGL 2011-0031
TITLE: SPONSORSHIPS, DONATIONS, NAMING RECOGNITION OF PARKS AND RECREATION AREAS OR FACILITIES	
EFFECTIVE DATE: JULY 14, 2011	
REVISION EFFECTIVE DATE: OCTOBER 12, 2017	

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1.0 GENERAL

Spokane Parks and Recreation is a Division of the City of Spokane whose services are primarily funded from the City's general fund. In recent years demands upon these funds have increased, a trend that is expected to continue.

To maintain and enhance the City's parks and recreation system, Spokane Parks and Recreation is actively seeking to establish revenue streams and resources that will increase Parks' ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.

This policy will provide opportunities for the private sector to invest back into the community.

2.0 DIVISIONS/DEPARTMENTS AFFECTED

This policy and procedure shall apply to the Spokane Parks and Recreation Division.

3.0 REFERENCES

City Charter - Section 48. Park Board - Powers

4.0 DEFINITIONS

For the purpose of this policy, the following definitions apply:

- 4.1 "Advertising" - a form of marketing that is paid for by an individual or organization to attract the public's attention to a particular product or service.
- 4.2 "Division" - Spokane Parks and Recreation Division
- 4.3 "Department Directors" - senior Parks and Recreation management directly under the Director of Parks and Recreation or the Executive Officer who have responsibility for parks and recreation departments.
- 4.4 "Historical or Prominent Individuals/Families/Groups"- individuals, families or groups that have a historical connection to the City's heritage or have in some way made significant contributions to the Spokane community.
- 4.5 "Individual and Family Giving" – A donation garnered from members of the general public who desire to contribute financially to the Division, for which there may be some mutually agreed upon recognition benefit. Donations are typically driven by fondness or affection for Parks and Recreation, desire to memorialize self or loved ones, or in support of the Division mission.
- 4.6 "Interpretive sign" - a sign within a park that interprets natural, historic and/or cultural features.
- 4.7 "Logo" - a symbol or name that is used to brand an organization.
- 4.8 "Marketing" - all forms of promotional efforts to attract the public's attention to a particular product or service. Marketing opportunities offered to sponsors are specific to each sponsorship and detailed in the agreement in accordance with City laws and Division policies.
- 4.9 "Memorials and tributes" – plaques, benches, trees or other elements designed to honor an individual and/or in recognition of a contribution.
- 4.10 "Naming rights" – A financial transaction and form of advertising whereby a corporation or another entity purchases the right to name a park asset, typically for a defined period of time of three to 20 years, with the intent to promote its brand or market its programs and services.
- 4.11 "Park" – Division property designated as a park.

- 4.12 "Park asset" – Physical Division amenities, features and facilities identified by the Park Board as an opportunity for naming rights or individual and family giving.
- 4.13 "Park facilities" - buildings, outdoor fields, recreation, sports or entertainment facilities in which structured and unstructured activities are provided.
- 4.14 "Park feature" – fountains, artwork, amenities and similar.
- 4.15 "Plaque" - a flat memorial plate containing information that is either engraved or in bold relief that may be affixed to a park asset or displayed in a public place as a form of recognition.
- 4.16 "Program sponsorship" – A payment or in-kind service by a business to support a program, activity or special event of the Division in return for certain recognition benefits. Sponsorships will generally be a year or less in duration and not associated with a permanent park asset.
- 4.17 "Recognition benefits" – Opportunities provided to the sponsor or donor as an incentive or appreciation for charitable donations.
- 4.18 "Sign" - a structure that is used to identify a specific park, to convey directions/rules to park users, and/or to inform about a project or attraction. May be temporary or permanent.
- 4.19 "Sponsorship or donation agreement" - the legal instrument that sets out the terms and conditions agreed upon by the parties.

5.0 POLICY

- 5.1 It is the policy of Spokane Parks and Recreation Division to actively seek sponsorships, charge fees for advertising, and to accept donations and gifts where appropriate, for its events, services, parks, equipment and facilities. The purpose of such is to increase the Division's ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.
- 5.2 In appreciation of this support, it is the policy of the Division to provide suitable acknowledgement and recognition of these contributions. The recognition shall adhere to the aesthetic values and purpose of the Division's parks, facilities, and services, and to the recognition guidelines outlined in this policy.
- 5.3 Sponsorships and donations will be considered for the following broad

types of activities:

- 5.3.1 Event Sponsorship - financial or in-kind support for an event organized by the Parks Division on park property. Depending on the details of the agreement, the sponsor's name may or may not be directly linked to the event (e.g., a title sponsorship), and the sponsor may have a variety of temporary marketing opportunities.
 - 5.3.2 Park Facility or Feature - financial or in-kind support associated with the design, construction and/or ongoing maintenance and operation of a particular park or recreational, sport, entertainment or cultural facility. Recognition opportunities are negotiated with the agreement.
 - 5.3.3 Program Sponsorship - financial or in-kind support that facilitates the ongoing delivery of a particular citywide or site-specific program. Recognition of the sponsor could be associated directly to the program, or other marketing opportunities could be available, depending on the terms of the agreement.
 - 5.3.4 Memorials or Tributes – plaques, trees or similar in honor of a person or persons, with recognition benefits outlined in the proposal and agreement.
- 5.4 All sponsorships, gifts, donations, naming recognition, memorials, tributes and plaques shall be formalized legally in writing through a Sponsorship or Donation Agreement, and signed by a representative from each party.
- 5.4.1 The agreement should include a clear statement of the purpose, financial value, benefits associated including specific recognition and marketing opportunities, total costs, maintenance and replacement, each party's roles and responsibilities, and term and termination provisions.

6.0 GUIDING PRINCIPLES

The following principles form the basis of the Division's consideration of sponsorships, gifts and naming requests, and have been established to ensure all considerations are treated equitably.

- 6.1 Sponsorship, gift and donation proposals:
 - 6.1.1 Must directly relate to the intent of the facility or park, and its master plan or business plan.
 - 6.1.2 Cannot be made conditional on Division performance.
 - 6.1.3 Will not be accepted from organizations whose mission conflicts with the mission of the Division.
 - 6.1.4 Will provide a positive and desirable image to the community.
 - 6.1.5 Will provide benefits commensurate with the relative value of the sponsorship.
 - 6.1.6 Cannot limit the Division's ability to seek other sponsors.
 - 6.1.7 Will include an operating endowment or operating donation if the gift requires a level of service, maintenance or service

beyond current staffing levels.

6.1.8 Will enhance the design and visual integrity of the park/facility.

6.1.9 Will be evaluated individually and shall include, but not be limited to: products/services offered; sponsor's record of involvement in environmental stewardship and social responsibility; principles of the sponsor; sponsor's rationale for its interest; sponsor's expectations; and sponsor's timeliness and/or readiness to enter into an agreement.

6.2 Ethical Considerations

6.2.1 Sponsorships, gifts and donations may come with unintended consequences and need to receive careful consideration. On occasion, the Division may need to reject an offer under circumstances including, but not limited to: the potential sponsor contemporaneously seeks to secure a contract, permit or lease; the potential sponsor seeks to impose conditions that are inconsistent with the Division's mission, values, policies and/or planning documents; acceptance of a potential sponsorship would create a conflict of interest or policy (e.g., sponsorship from a tobacco company, political organization; the potential sponsor is in litigation with the City of Spokane.)

7.0 RECOGNITION OF SPONSORSHIPS AND GIFTS

7.1 The following principals will guide the recognition:

7.1.1 The recognition shall not detract from the visitors' experience or routine use, nor shall it impair the visual qualities of the site or be perceived as creating a proprietary interest.

7.1.2 All forms of recognition must meet Division design and maintenance guidelines.

7.1.3 Recognition shall not suggest in any way the endorsement of a sponsor's goods or services by the Division, or any proprietary interest of the sponsor in the Division.

7.1.4 All sponsorship, donation or naming rights agreements will be for a defined period of time having regard to the value and the life of the asset involved.

7.1.5 Benefits will be provided at a level of recognition and will specify costs commensurate with the contribution, as outlined in an annual plan by the Division.

7.1.6 All sponsorship marketing materials must be approved by the Division's Communication Manager.

7.1.7 The Division's Communication Manager must approve the use of the City's or Parks and Recreation's logos by the sponsor in their business publications.

7.1.8 All signs must comply with city ordinance.

- 7.2 Forms of recognition: The Division wishes to work closely with each donor to provide recognition that is meaningful to the donor. Acknowledgement may include one or more of the following:
 - 7.2.1 A thank you letter.
 - 7.2.2 Publicity through printed materials, publications, the Division website, social media, media releases, and through the sponsor's channels. Design standards of the Parks and Recreation Division will apply.
 - 7.2.3 Events such as a groundbreaking or ribbon cutting ceremony, private group tour or photo opportunity.
 - 7.2.4 Mayor, City Council and/or Park Board member acknowledgement at civic functions.
 - 7.2.5 Designated seating at an event, passes to an event, waived fee for facility use, or similar.
 - 7.2.6 Commemorative recognition such as a memorial, plaque or tribute (see Section 9.0).
 - 7.2.7 On-site recognition such as a temporary or permanent sign.
 - 7.2.7.1 The form of any on-site recognition shall be of an appropriate size and color, and shall not detract from the park surroundings or any interpretive message.
 - 7.2.7.2 The Division Communication Manager shall determine approval of the sign/plaque style and design, and inclusion of a sponsor's name and/or logo.
 - 7.2.7.3 The placement of temporary signs and plaques shall be determined between the Communication Manager and the appropriate Department Director. In the event of consensus not being reached, the Parks and Recreation Director's decision shall be final.
 - 7.2.7.4 Permanence of the sign is limited to the life of the asset.
 - 7.2.8 Name association to an event, program or project.
 - 7.2.9 Naming of a facility, feature or park (see Section 8.0).
- 7.3 Determining the form of recognition
 - 7.3.1 Annually, sponsor/donor opportunities and recognition tiers should be developed and/or reviewed by the Communication Manager and/or consultants or staff designated by the Director in collaboration with appropriate Department Directors.
 - 7.3.2 Annually, recommended sponsor/donor opportunities and recognition tiers should be presented to and approved by the Director and the Park Board.
 - 7.3.3 In determining the type and extent of recognition benefits, current market research data and cost analyses will be used to determine the value for each tangible and intangible benefit offered.
 - 7.3.4 If a recognition plan involves naming of a park, facility or feature within a park, the naming procedures will apply (Section 8.0).
- 7.4 Sample of sponsor/gift opportunities and recognition tiers: Each

sponsorship is negotiated and tailored; however, a hierarchy of benefits is associated with varied levels of sponsorships. The following are examples of benefits that may be included at various levels:

- 7.4.1 Lower investments may offer banner placements, give-away opportunities, recognition without logo in publications and social media, mention in a press release, recognition in remarks at the event, and recognition on site signs.
- 7.4.2 Mid-level investments may offer the above in addition to logo placement or advertisements in publications/print materials (e.g., the Activity Guide) and social media, passes or special access to events, product sampling, and waived fees for facility use.
- 7.4.3 High-level sponsorships may include the above plus name association to an event or program, designation as the official sponsor of an event or program, permanent signs or plaques, or naming rights of a park, facility or feature.

8 NAMING OF A PARK, FACILITY OR FEATURE

The following principles form the basis of the Division's consideration of naming or re-naming parks, facilities and features within a park (e.g., "Acme Park" or "Acme Field" or "Acme Fountain"). They do not apply to the associated naming of an event, program or project (e.g., "Acme Skate Night" or "Acme Softball Tournament"); those are temporary program name associations in accordance with the annual sponsor opportunities.

- 8.1 In accordance with the City Charter, Section 48, the Park Board may designate by name any park and structures thereon.
- 8.2 The recommendations for park, facility and feature names will be based on and chosen from the following criteria:
 - 8.2.1 Historic events, places and people related to Spokane and the region
 - 8.2.2 Exceptional individuals who have positively impacted parks and recreation in Spokane and the region
 - 8.2.3 In commemoration of a group or individuals who perished or survived a tragic event or war
 - 8.2.4 A suitable program or community related name which denotes an appropriate linkage to its function
 - 8.2.5 Living nominees must have been deemed by Park Board and the community to have made an outstanding contribution to the City
 - 8.2.6 Living political nominees must be retired from political life for at least five (5) years
 - 8.2.7 In recognition of a significant donation covering one or preferably more of the following:
 - 8.2.7.1 Sixty percent (60%) or more of the cost of the particular park or facility, or one hundred percent (100%) of the feature
 - 8.2.7.2 Deeding to the City all of the land on which the park,

- facility or feature will be situated
- 8.2.7.3 Some long-term endowment for the repair and maintenance of the donated park, facility or feature
- 8.2.7.4 The provision of costs that will service program needs
- 8.2.8 The duplication or repeat use of names will be avoided, where possible.
- 8.3 Renaming of a Park, Facility or Feature
 - 8.3.1 Proposals to rename parks are not allowed unless Park Board determines a legitimate public interest to do so.
 - 8.3.2 Proposals to rename facilities or features will be considered in accordance with any naming rights agreements (e.g., a 10-year agreement for naming rights to "Acme Fountain.")
- 8.4 Process for Naming Parks, Facilities and Features
 - 8.4.1 Anyone wishing to propose a name for a park, facility or feature must submit a written request to the Director. The request should include a brief synopsis of the reasons for the proposed name.
 - 8.4.2 All naming opportunities shall be developed under the guidance of the Communication Manager and/or a designated consultant in collaboration with the appropriate Department Director.
 - 8.4.3 The Communications Manager or other Parks staff may meet with neighborhood representatives, other City government organizations (e.g., Historic Preservation, Planning Services), or organizations concerned with parks and/or park facilities in order to prepare a recommendation.
 - 8.4.4 For assets with an annual contract dollar value at or less than \$20,000/year and/or at or less than five (5) years in duration, decisions about naming rights will be made within the Division and appropriate Department, and will not require Park Board approval (only Park Board notification through the appropriate committee).
 - 8.4.5 For assets with an annual contract dollar value greater than \$20,000 and/or greater than five (5) years in duration, the naming rights proposal will be submitted to the Park Board through the appropriate committee for approval.
 - 8.4.6 Accepted proposals will adhere to the City Charter, and all other relevant guidelines and procedures as previously outlined.
 - 8.4.7 If a new park or facility is completed and no fitting suggestion for a name has come from the community or in association with a gift, the Park Board will select a name and may involve community outreach (e.g., nominations, contest, etc.).

9.0 MEMORIALS, PLAQUES AND TRIBUTES

The following principles form the basis for the Division's consideration of memorial, plaque or tribute proposals and to help prevent proliferation of memorials, plaques and tributes:

- 9.1 Memorials, plaques or tributes should benefit the general public as a first priority with the benefit to the donor or honoree as a secondary goal.

- 9.2 Inventory options vary by location and are dependent upon space and need. The Director or Assistant Director of Park Operations will review and approve all requests.
- 9.3 An agreement will be consummated to include responsibilities related to the memorial or plaque, including but not limited to: installation costs including on-going upkeep, and replacement or repair costs.
- 9.4 Proposals of memorials, plaques or tributes in parks and recreation areas may include:
 - 9.4.1 New trees, tree replacement or seasonal planting beds;
 - 9.4.2 New or replacement park benches, picnic tables, barbeque pit stands, drinking fountains, or trash receptacles;
 - 9.4.3 New or replacement picnic shelters, play equipment or water misting stations
- 9.5 Accepted proposals will adhere to all other relevant guidelines and procedures as previously outlined.
- 9.6 Process for Memorials, Plaques and Tributes
 - 9.6.1 All memorial and plaque requests must be in writing and shall be referred to the Communication Manager.
 - 9.6.2 The Communication Manager is responsible for evaluation of requests and the provision of a recommendation to the Director of Park Operations or appropriate Department Director.
 - 9.6.3 The Communication Manager will liaise with the appropriate Department Director to execute the necessary agreement and benefit recognition provisions.

10.0 PLANNING AND FULFILLMENT

- 10.1 Sponsor and donation recognition will be determined as outlined in Section 7.0.
- 10.2 Solicitation Planning
 - 10.2.1 The Communication Manager and any designated consultants, in consultation with the Division Director and appropriate Department Directors, shall develop an on-going accrual plan that includes prioritized opportunities for the purpose of solicitation.
 - 10.2.2 Sponsorships and giving opportunities are either initiated by the Division through a formal Request for Sponsors (RFS) process, initiated by the Division or their representative based on perceived potential interest of a specific sponsor/donor, or self-initiated by the potential sponsor/donor.
 - 10.2.3 Identified opportunities shall be approved by the Director and subsequently communicated to the Spokane Parks

Foundation to facilitate an integrated approach to the procurement and management of sponsorships and gifts/donations by the two organizations.

10.2.4 Selected Parks and Recreation staff, Park Board members, and elected officials may be tasked with soliciting sponsors in accordance with the plan and upon their willingness.

10.2.5 All unsolicited sponsorship proposals shall be referred to the Communication Manager or designated consultant who shall be responsible for their evaluation and the provision of a recommendation to the appropriate authority level.

10.3 Fulfillment of Agreements

10.3.1 The Communication Manager shall liaise with the appropriate Department Director or their designee to execute the necessary sponsorship agreement and benefit recognition provisions.

10.3.2 Fulfillment of the promised recognition shall be the shared responsibility of the Communications Manager and the appropriate Department Director or their designee.

10.4 Monitoring and Performance Reporting

10.4.1 It will be reported annually by the Communication Manager or designated consultant to the Park Board the number of active sponsorships/donations and their dollar value.

11.0 TERMINATION

The Division reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement that result in a conflict with this policy or if the agreement is no longer in the best interests of the Division. Decisions to terminate an agreement shall be made by the Director. Circumstances include but may not be limited to: the sponsor seeks to impose conditions that are inconsistent with the Division's mission, values, policies, and/or planning documents; a conflict of interest or policy arises during the agreement period; the potential sponsor is in litigation with the City of Spokane.

12.0 RESPONSIBILITIES

The Director of Parks and Recreation shall administer this policy.

13.0 APPENDICES

None

APPROVED BY:

Pat Dalton

City Attorney

Director of Parks and Recreation

10/25/2017

Date

[Signature]
Date

Attest:

[Signature]

Spokane City Clerk (10/27/17)





2018.09.05

DESIGN CONTRACT | MANITO PARK MIRROR POND

INTENT

Contract with 'AHBL, Inc.' to collect pond data, conduct pond analysis, produce a pre-design report and create complete construction documents for the Manito Park Mirror Pond project for a total amount not to exceed \$68,370.00 including all applicable tax.

<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>
Water Quality Analysis	1.0	\$ 2,750.00	\$ 2,750.00
Subsurface Investigation	1.0	\$ 11,600.00	\$ 11,600.00
Topography Survey Update	1.0	\$ 4,100.00	\$ 4,100.00
Pre-Design Report	1.0	\$ 12,800.00	\$ 12,800.00
30% Plans, Spec's & Estimate	1.0	\$ 12,600.00	\$ 12,600.00
Bid Ready Plans, Spec's & Estimate <i>(Billed Time & Materials NTE)</i>	1.0	\$ 21,800.00	\$ 21,800.00
Reimbursable Expenses <i>(including tax)</i>	1.0	\$ 2,720.00	\$ 2,720.00
Total (includes tax):			\$ 68,370.00



September 4, 2018

REVISED

Mr. Nick Hamad, PLA
City of Spokane Parks & Recreation
808 West Spokane Falls Boulevard
Spokane, WA 99201-3333

Project: Manito Mirror Pond Restoration, AHBL No. 2180405.10
Subject: Revised Proposal for Civil Engineering Services

Dear Nick:

Thank you for the opportunity to submit this revised proposal for civil engineering services for the Manito Park Mirror Pond Pre-Design project. We understand that City of Spokane Parks & Recreation (SP&R) is looking to integrate several approaches to improving the water quality into one comprehensive project. Our understanding of the project is based on our previous work in the area, meetings with you, and information provided.

SP&R and Friends of Manito have partnered on several ongoing projects that have greatly enhanced the appearance of Mirror Pond, added vegetation, and helped control erosion around the pond edges. All of these measures can contribute to enhanced water quality; however, significant work to maintain the water depth has not been completed since 1991.

Our approach includes two steps, pre-design and construction documents. The pre-design will identify current contributors to the pond murkiness by analyzing the existing pond bottom muck and water quality attributes. This analysis will serve as a baseline for measuring project improvements. This work will build on the investigation in the September 2010 DEA report provided by SP&R.

Subsurface explorations and the pre-design analysis will determine the feasibility of increasing the pond depth and evaluate the potential of an impermeable liner.

We are proposing to collect field parameters (e.g., pH, dissolved oxygen, and temperature) and water quality samples from Mirror Pond and two similar sized ponds in our region for analysis by Anatek Labs in Spokane. By comparing the water quality parameters of the existing three ponds, specific maintenance ranges and threshold values can be defined. These will establish objective baselines for better looking and higher functioning pond environments and will be used in design, maintenance, and monitoring.

Our proposal is based on the following assumptions:

- The dewatering/stockpile area will be on the hill south of the pond.
- Water can be re-added, as needed, from the City water supply.
- Permitting is not required or will be provided by City Staff.
- Construction Administration assistance is not included.

Civil Engineers

Structural Engineers

Landscape Architects

Community Planners

Land Surveyors

Neighbors

SPOKANE

827 West First Avenue

Suite 220

Spokane, WA 99201-3904

509.252.5019 TEL

www.ahbl.com



Water Quality Analysis – Task 11

We are proposing to team with Budinger & Associates to gather water quality samples.

1. Collect three water quality samples each from Mirror Pond and Qualchan Golf Course Pond.
2. Provide a summary of existing water quality at Mirror Pond and Qualchan Pond.

Subsurface Explorations – Task 12

We are proposing to team with Budinger & Associates for subsurface explorations.

3. Sample the pond bottom sediment and potential subgrade clay liner at four locations to a maximum depth of 3 feet with hand-operated, direct-push tooling – Geoprobe LB Manual Sampler. The system collects 2-inch diameter clear plastic tube samples using 1.25-inch rods and a 30- to 45-pound slide hammer. Locations will be approximately 20 to 50 feet in the pond from the shoreline. We will attempt to collect two to three undisturbed Shelby Tube samples for dry unit weights. We will either wade into the pond or use a raft/small boat.
4. Test four samples for organic content, grain size distribution, specific gravity, moisture content, plasticity, hydrometer, and pH. Unit weight will be calculated from Shelby Tubes, if possible, or calculated from the moisture contents and specific gravity assuming 100 percent saturation.
5. Perform four dynamic cone penetrometer (DCP) tests to quantify soil density and depth to rock.
6. Characterize the sediment and subgrade conditions, including excavation characteristics and suitability for reuse as liner fill.
7. Prepare a geotechnical report presenting the field exploration and laboratory testing results, along with subsurface characterization results.

Topographic Survey Update – Task 13

8. Perform a field survey to supplement the existing topographic survey. Field survey will be limited to areas within the water surface. The top of muck and top of firm subgrade will be surveyed.
9. Set field benchmarks for future staking and construction.
10. Prepare a PDF and CAD final topographic map reflecting the additional topographic survey and revised site conditions for design purposes.

Pre-Design Report – Task 14

11. Perform a literature review of pond ecology to identify the primary physical pond characteristics and constituents of concern that influence the water quality and appearance and recommended levels.



12. Review sample data for Qualchan Pond to determine the applicability of national research recommendations to a local pond of suitable quality.
13. Conduct research on up to ten other pond water quality solutions within jurisdictions and/or institutions across the country in locations with cold, semi-arid climates, similar to Spokane.
14. Estimate incoming organic load to the pond from animal and plant sources.
15. Develop summary of research findings and recommendations for construction documents to transition Manito Mirror Pond from the current condition to within acceptable limits. Recommendations could include excavation, mechanical aeration, chemical treatments, fountains, or bubblers.
16. Draft and final brief technical memoranda documenting the research conducted, findings, data gaps, and recommended next steps. The draft and final technical memoranda will be delivered electronically via email in Word and PDF file formats.
17. Coordinate with you, the design consultants, and the owner during design, and attend design meetings. This scope assumes 16 hours.

30% Plans, Specifications, and Estimate (PS&E) – Task 15

This scope is based on an assumption that the recommended design solutions from Task 14 will recommend a combination of dredging, aeration, and circulation.

18. Perform preliminary calculations for pond excavation, including emergency overflow and control structure.
19. Perform calculations for pond turnover time.
20. Perform preliminary calculations and sizing for a mechanical oxygenation system.
21. Prepare 30% excavation and oxygenation plans.
22. Develop Bid Item List, Summary of Quantities, and Engineers Estimate based on the 30% design plans.

90% and Bid Ready PS&E – Task 16

This scope is based on an assumption that the recommended design solutions from Task 14 will recommend a combination of dredging, aeration, and circulation. The project has an accelerated schedule; therefore, interim design submittals will be limited to 90% and Bid Ready (100%). This task will prepare 90% and Bid Ready plans, incorporating City comments and further progressing the design.

23. Prepare Cover Sheet.
24. Prepare Temporary Erosion and Sedimentation Control (TESC) Plan and Demolition Plan.
25. Update pond grading plans.



26. Prepare oxygenation system installation plan based on a manufacturer-provided packaged system. Design will include vault placement, site piping, and electrical service.
27. Prepare Details, Sections, Control Structure, and Notes.
28. Update the Bid Item List, Summary of Quantities, and Engineers Estimate based on the 90% and Bid Ready design plans.
29. Prepare Project Manual including WSDOT/APWA Amendments, General Conditions, and project-specific Special Provisions. The City will provide the General Standard Provisions (GSPs).

The project design and deliverables are unknown at this time; therefore, this task will be billed on a time and expense basis.

Reimbursable Expenses – Task 90

30. Reimbursable expenses such as mileage and reprographics. This scope of work will be billed on a time and expense basis.
31. Water quality analysis by Anatek Lab. Testing two ponds with three samples at each pond. Samples will be tested for the following: pH, conductivity, turbidity, dissolved oxygen, temperature, dissolved phosphorus, total phosphorus, nitrite plus nitrate, and e coli.

Billing Summary

<u>Items</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-2	Water Quality Analysis	T-11	\$2,750
Items 3-7	Subsurface Investigation	T-12	11,600
Items 8-10	Topographic Survey Update	T-13	4,100
Items 11-17	Pre-Design Report	T-14	12,800
Items 18-22	30% PS&E	T-15	12,600
Items 23-29	90% and Bid Ready PS&E (T&E estimate)	T-16	21,800
Items 30-31	Reimbursable Expenses (T&E estimate)	T-90	<u>2,500</u>
Total			\$68,150

You may not want us to provide some of the services listed above. We can discuss these services and the number of hours with you, and make adjustments as necessary.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this proposal.



Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants, except as noted in the above scope of work.
- b) Preparation, submittal, or securing of permits.
- c) Costs associated with agency submittal or review.
- d) Costs associated with title reports or other legal documents.
- e) Dividing the design work into more than one phase of work.

Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

If you find this proposal acceptable, please prepare a purchase order and submit a copy to our office. Our receipt of the purchase order will be our notification to proceed.

If you have any questions, please call me at (509) 290-3020.

Sincerely,

Erick Fitzpatrick, PE
Associate Principal

EMF/el/lsk

c: Craig Andersen - AHBL
Accounting



City Clerk's No. _____

CONTRIBUTION AGREEMENT

THE TRUST FOR PUBLIC LAND CONTRIBUTING \$200,000.00 TO THE SPOKANE PARKS & RECREATION DEPARTMENT TOWARDS IMPROVEMENTS TO DUTCH JAKE'S PARK IN SPOKANE, WASHINGTON

THIS CONTRIBUTION AGREEMENT ("Agreement") is between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, as ("City"), and **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation authorized to do business in the State of Washington, whose address is 901 Fifth Avenue, Suite 1520, Seattle, Washington 98164, as ("TPL"). Hereinafter referenced together as the "Parties", and individually a "Party."

WHEREAS, TPL is a conservation organization that has as one of its initiatives the "Parks for People" program, which assists local communities to build new parks and make improvements to already existing parks in their neighborhoods; and

WHEREAS, the City owns Dutch Jake's Park, which is depicted in Exhibit 1 (the "Park"); and

WHEREAS, the City has undertaken a Concept Design of the Park ("Design") with the engagement of the local community; and

WHEREAS, TPL proposes to contribute funding towards City's selection, purchase and installation of certain improvements to the playground component of that Design (the "Playground"), which City selection, purchase and installation of improvements is more particularly described in Exhibit 2 attached hereto and incorporated herein by reference (the "Project"); and

WHEREAS, the Parties desire to set forth their respective rights and responsibilities in connection with the Project;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENTS:

1. PREMISES.

A. The City intends to complete the Design and move forward, once the Design is substantially complete (the "Completed Design"), with overall improvements to the Park, a portion of which overall improvements include the Project, as the Project is described on the attached Exhibit 2.

B. TPL is willing to contribute (subject to the terms of this Agreement) \$200,000.00 in funding to assist the City with the City's selection, purchase and installation of certain improvements to the Playground area of the Completed Design of the Park as described in the Project.

C. **Condition.** As a condition precedent to the effectiveness of this Agreement, the City shall (i) cause this Agreement to be approved by the Park Board and (ii) provide to TPL a legal opinion reasonably acceptable to TPL, that this Agreement shall, upon said Park Board approval, be fully in effect and enforceable according to its terms.

2. **CONTRIBUTION.** Pursuant to and subject to the terms and conditions of this Agreement, and after the conditions precedent in Section 1.C are satisfied, TPL shall contribute **TWO HUNDRED THOUSAND AND NO/100 DOLLARS(\$200,000.00)** to the City to assist the City with its implementation of the Project (the "TPL Contribution"). The TPL Contribution shall be paid by TPL to the City within fifteen (15) business days of the date the City and TPL document, in writing, that the Project can be implemented to the Parties' mutual satisfaction, and that TPL has approved the siting within the Park of any and all capital improvements to be purchased with the TPL Contribution.

3. **NOTIFICATION.** After the completion of the Project, City agrees to notify TPL in writing if, at any time during the normal life expectancy of the improvements contemplated by the Project, City makes fundamental adjustments or alterations to the Playground, the Completed Design, the Park or the integrity of the Project as agreed to in Section 2 above. Furthermore, the City agrees to notify TPL in writing if, at any time during the normal life expectancy of the improvements contemplated by the Project and purchased with the TPL Contribution, the City removes any such improvements for any purpose other than their repair and reinstallation or in order to replace them, at City expense, with improvements of similar quality and purpose.

4. **REFUND BY CITY TO TPL OF CONTRIBUTION.** The City and TPL hereby agree that the City will complete the Project, and enough of the Completed Design to allow for safe and direct access to the Project in and through the Park, no later than August 31, 2019 (the "Project Completion Date"). In the event that any portion of the TPL Contribution remains unspent because the Project is not completed by the Project Completion Date, the City shall, no later than September 30, 2019, pay to TPL an amount equal to that portion of the TPL Contribution remaining unspent because of the lack of completion of the Project. The Parties hereby agree that if unforeseen circumstances beyond the City's reasonable control result in a delay to the Project Completion Date, the Parties may, by mutual written consent, agree to amend the Project Completion Date.

5. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties hereto is simply that of a "grantor" of contributions (TPL) and a "grantee" of contributions (City) pursuant to the foregoing provisions of this Agreement. Nothing shall be construed herein to create a partnership, joint venture or other employment relationship between

the parties hereto. Moreover, nothing hereunder shall be constructed to create any form of ownership interest in TPL to the Project or the Park or any capital improvement installed in the Park, or to any asset of the City, including, but not limited to the Design or Completed Design described in this Agreement. The parties acknowledge and agree that TPL has no authority or control whatsoever over the selection of the capital improvements of the Completed Design of the Park, except for the Project and its location mutually agreed to by both Parties as shown on Exhibit 2 and stated above in Section 2. The City hereby agrees to indemnify and hold harmless TPL from any claim, damage, loss (including, but not limited to attorney's fees), or other costs incurred by TPL as a result of this Agreement and the TPL Contribution above, including any injury or loss of life suffered by anyone as a consequence of any use, lawful or otherwise, of any of the capital improvements in the Park, whether purchased with the TPL Contribution or not. The foregoing indemnity obligation shall be construed as broadly as possible under Washington State law.

6. TAXES. Any and all taxes imposed on the contributions by TPL under this Agreement shall be borne by the City.

7. NOTICES. Any and all notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing and delivered in person or sent by certified mail (to be effective upon mailing) to the other party, at the addresses prescribed in this Agreement.

The Trust for Public Land
901 Fifth Avenue, Suite 1520
Seattle, WA 98164

City of Spokane Parks and Recreation Department
808 West Spokane Falls Boulevard
Spokane, WA 99201

8. GOVERNING LAW. This Agreement shall be interpreted, construed and governed according to the laws of the State of Washington.

9. DISPUTES. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

If the Parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in the City and County of Spokane, Washington. A good faith effort by the parties to resolve any such dispute by mediation shall be a condition precedent to any litigation relating to the dispute.

10. MISCELLANEOUS.

A. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto pertaining to the contributions by TPL described herein and may not be modified or amended, except by a written instrument signed by each of the parties hereto expressing such modification or amendment. A failure on the part of either party to exercise or a delay in exercising any right, power or remedy hereunder shall not operate as a waiver, or future waiver thereof, except where a time limit is expressly specified herein. No single or partial exercise of any right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy. This Agreement contains all covenants, representations and warranties made between the parties hereto.

B. Prior Agreements or Writings. This Agreement completely supersedes any other agreement (oral or written) or writings between the parties hereto.

11. INTERPRETATION AND SIGNATURES. This Agreement was the product of negotiation between the parties so that neither party shall be considered the drafter of this Agreement. This Agreement may be signed in counterparts. Captions are for convenience only and shall not be construed as substantive provisions of this Agreement. If any provision of this Agreement is determined to be unenforceable, it shall be severed from this Agreement with all other provisions of this Agreement to remain in effect and enforceable.

12. City of Spokane Parks and Recreation will own all plans and specifications funded and associated with this Agreement.

Dated: _____ CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: _____

Title: _____

Attest: _____ Approved as to form: _____
City Clerk Assistant City Attorney

Dated: _____ THE TRUST FOR PUBLIC LAND

By: _____

Title: _____

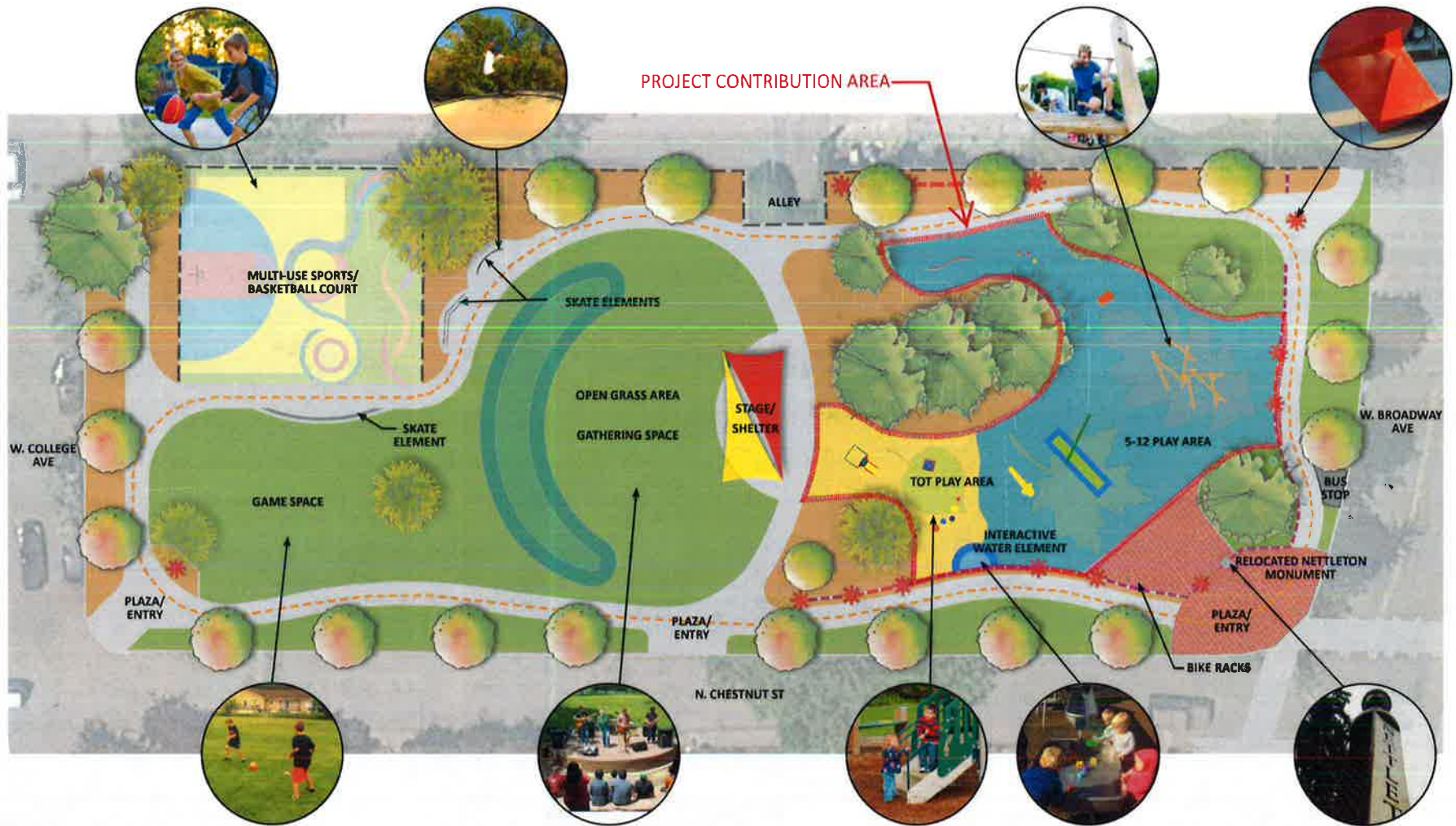
Email Address: _____



Results - Parcel

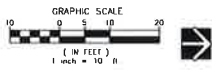
New Selection Add Selection

Report	Parcel Number	Site Address	Site City	Owner Name	Owner Address 1
Show	25133.0114	2104 W COLLEGE AVE	SPOKANE	SPOKANE, CITY OF	808 W SPOKANE FALLS BLVD
Show	25133.0113	2103 W BROADWAY AVE	SPOKANE	SPOKANE, CITY OF	808 W SPOKANE FALLS BLVD
Show	25133.0111	2111 W BROADWAY AVE	SPOKANE	SPOKANE, CITY OF	808 W SPOKANE FALLS BLVD
Show	25133.0112	2105 W BROADWAY AVE	SPOKANE	SPOKANE, CITY OF	808 W SPOKANE FALLS BLVD



LEGEND

-  ART INSTALLATION
-  ACCENT PAVING
-  ORNAMENTAL IRON FENCE
-  EXISTING TREES
-  WALKING LOOP: 1/7 MILE
-  FENCE
-  PROPOSED TREES



DUTCH JAKE'S PARK | CONCEPTUAL MASTER PLAN

SPOKANE, WA | AUGUST 7, 2018





2017.09.05

DESIGN CONTRACT AMENDMENT | DUTCH JAKE'S PARK RENOVATION

INTENT

Amend existing contract with 'Michael Terrell Landscape Architecture, PLLC' to include preparation of construction documents for the Dutch Jake's Park renovation in West Central Spokane for an additional cost not to exceed \$36,444.40.

<u>EXISTING CONTRACT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>
Public Involvement & Master Plan Update	1.0	\$ 21,490.00	\$ 21,490.00
Existing Contract:			\$ 21,490.00

<u>ADDITIONAL SERVICES</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>
Task 1.0 Pre-Design Services	1.0	\$ 2,200.00	\$ 2,200.00
Task 2.0 Geotechnical Investigation	1.0	\$ 5,304.00	\$ 5,304.00
Task 3.0 Electrical Engineering	1.0	\$ 5,777.20	\$ 5,777.20
Task 4.0 Construction Documents	1.0	\$ 14,190.00	\$ 14,190.00
Task 5.0 Bidding	1.0	\$ 1,310.00	\$ 1,310.00
Task 6.0 Construction Administration (<i>Time & Materials NTE</i>)	1.0	\$ 7,500.00	\$ 7,500.00
Task 7.0 Expenses	1.0	\$ 163.20	\$ 163.20
Additional Tasks(including tax):			\$ 36,444.40

Total Contract Not To Exceed (including tax): \$ 57,934.40



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

Date: September 4, 2018

Client: City of Spokane, Parks and Recreation
Contact: Nick Hamad, PLA
Address: 808 W. Spokane Falls Blvd.
 Spokane, WA 99201

Phone: (509) 393-5452

Project: Dutch Jakes Park – Construction | **Project Number:** 17-036A
Address: 799 N Chestnut St, Spokane, WA 99201

Scope of Work: Michael Terrell – Landscape Architecture, PLLC, dba MTLA (Consultant), will furnish Professional Landscape Architectural services to the City of Spokane (Client) as follows:

Project Understanding: MT-LA will furnish all labor and material for the preparation of construction documents for the renovation of Dutch Jake’s Park in the West Central Neighborhood.

Tasks	Fees
Task 1.0 Pre-Design Services	
1.1 Meet with city of Spokane staff to discuss existing site conditions, utilities and demolition of improvements impacted by the approved master plan layout. Meet 1.2 Field Investigation The data collection, site inventory and analysis process will quickly analyze the existing site conditions and operations. A topographic survey has been completed. City of Spokane and geotechnical investigation to provide an update of any available information about existing subsurface conditions and utilities. The team will document existing conditions, features and trees to remain, define tree protection zones and measures and critical coordination items. 1.3 Review and document existing site construction and utility locations. Staff to provide update on status of existing sewer line, water meter/double check sizes and other associated utilities. 1.4 Deliverable: Demolition, tree protection and site utilities protection map.	
Task 1.0 Subtotal:	\$2,200.00
Task 2.0 Geotechnical Investigation / Services (GeoEngineers)	

PROPOSAL AND CONTRACT

Project: Dutch Jakes Park Construction

Project #: 17-036A

Client: City of Spokane



<p>2.1 Design Phase Services</p> <ul style="list-style-type: none"> A. Review in-house files and publicly available geologic maps for subsurface information nearby project site. B. Notify one-call underground locating service and coordinate with Parks personnel on locations of existing utilities and irrigation equipment. City staff to mark locations of all city-owned underground utilities within 20 feet of proposed borings. C. Exploration of soil and groundwater conditions. See GeoEngineers scope of work. D. Conduct laboratory testing to assess pertinent physical and engineering properties of soil encountered. See GeoEngineers scope of work. E. Develop recommendations for site preparation and earthwork. See GeoEngineers scope of work. F. Develop recommendations for design and construction of shallow spread footings, etc. See GeoEngineers scope of work. G. Prepare final written report with findings, conclusions and recommendations. <p>Fee Schedule: Design Phase Services: \$5,100.00 + \$204.00 (4% markup) = \$5,304.00 (Construction Phase Services are Time and Materials, Not to Exceed)</p>	
<p>2.0 Geotechnical Investigation / Services, Subtotal:</p>	<p>\$5,304.00 Including 4% markup</p>
<p>Task 3.0 Electrical Engineering Services</p>	
<p>3.1 Design Phase Services</p> <ul style="list-style-type: none"> A. On-Site Field Investigation B. Provide electrical engineering construction documents for site electrical and lighting. <ul style="list-style-type: none"> a. Electrical legend b. One-line diagram c. Electrical schedules and site plan d. Electrical details e. Exterior lighting controls. f. Energy code documentation. g. Power service and distribution. C. Provide review drawings at 50% and 100% completion. D. Provide cost estimation for electrical construction. E. Two design meetings. F. Sheet Specifications G. Lighting calcs and compliance forms. 	



<p>3.2 Utility Coordination</p> <p>A. Coordinate undergrounding of existing overhead electrical and new electrical service with utility.</p> <p><u>Fee Schedule:</u></p> <p>Design Phase Services: \$5,555.00 + \$222.20 (4% markup) = \$5,777.20 (Time and Materials, Not to Exceed)</p>	
<p>3.0 Electrical Engineering, Subtotal:</p>	<p>\$5,777.20 Including 4% markup</p>
<p>Task 4.0 Construction Documents</p>	
<p>4.1 Construction Documents: Prepare drawings for review and approval by City of Spokane parks staff. Prepare 75% and 90% drawings for review. MTLA to revise documents based on review comments from staff and coordination with Trust for Public Lands/play equipment supplier. Including:</p> <ul style="list-style-type: none"> ▪ Demolition Plan <ul style="list-style-type: none"> <input type="checkbox"/> Construction access <input type="checkbox"/> Site elements to be removed <input type="checkbox"/> Tree protection <input type="checkbox"/> Fencing and construction staging <input type="checkbox"/> Utility protection ▪ Construction Plans: Including play equipment (provided by others), sport court, site furnishings, fencing and other elements identified in the final master plan. <ul style="list-style-type: none"> <input type="checkbox"/> TPL to provide play equipment layout and associated notes for incorporation in site plan. <input type="checkbox"/> Construction Plan and Layout <input type="checkbox"/> Grading <input type="checkbox"/> Construction Details ▪ Irrigation Plan: complete redesign of irrigation system utilizing existing POC. <ul style="list-style-type: none"> <input type="checkbox"/> Irrigation plan and details <input type="checkbox"/> Irrigation Details including point of connection upgrade from existing water meter. ▪ Planting Plan: <ul style="list-style-type: none"> <input type="checkbox"/> Planting Plan <input type="checkbox"/> Planting Details ▪ Specifications: Prepare technical specification sections for submittal and review at 75% and 90%. Parks staff to prepare all Division 0, frontals and contract sections. <p>4.2 Cost analysis: Provide detailed project construction cost analysis for review at 75% and 90%. TPL to provided cost / extent of play equipment installation for coordination with site plan.</p> <p>4.3 Meetings and Submittals:</p> <ul style="list-style-type: none"> ▪ Meetings: 	



<ul style="list-style-type: none"> <input type="checkbox"/> One meeting for playground coordination meeting with TPL. <input type="checkbox"/> 75% Review and coordination meeting. <input type="checkbox"/> 100% Review and coordination meeting. 	
4.0 Construction Documents, Subtotal:	
\$14,190.00	
Task 5.0 Bidding	
<p>5.1 Bidding</p> <ul style="list-style-type: none"> a. Provide Owner with two (2) sets of finalized, stamped construction drawings and specifications. Provide one (1) set of electronic (.pdf) finalized, stamped construction drawings. b. Respond to inquiries from bidders and prepare and issue addenda as necessary. c. Participate in one (1) pre-bid conference and site tour. d. Review and respond to requests from bidders for product substitutions. e. City of Spokane Parks to provide printing, issuing, updating and receiving bid documents to/from contractors. City to maintain plan holders list. Printing and mailing of bid documents are not included in proposal. <p>5.2 Electrical Engineering: \$630.00 + \$25.20 (4% markup) = \$655.20, (Time and Materials, Not to Exceed)</p> <p>Meetings:</p> <ul style="list-style-type: none"> a. Pre-bid conference and site tour 	
5.0 Bidding, Subtotal:	
\$1,310.00	
Task 6.0 Construction Administration: Time and Material, Not to Exceed.	
<ul style="list-style-type: none"> 6.1 Pre-Construction Meeting: Facilitate one (1) pre-construction meeting. 6.2 Review/ process Contractor's submittals and other documents that includes, but are not limited to: shop drawings, product and material data and requests for information/clarifications (RFI's). Services shall include providing responses to Contractor as necessary, review of Owner-prepared change order proposal forms, and reviewing Contractor's proposed costs of Owner-approved changes in the work. 6.3 Conduct a maximum of three (3) site visit/construction meetings to review the progress of the Work and/or attend project meetings. Task shall include preparing a written report of each site visit and issuing copies to all concerned parties. Including: Substantial Completion: Conduct one (1) substantial completion site visit for review of construction and prepare punchlist. Prepare document noting date of Substantial Completion. 6.4 Review Operation and Maintenance manuals prepared by Contractor. Review electronic record documents prepared by the Contractor. 6.5 Deliver the following to Owner: <ul style="list-style-type: none"> a. Electronic record drawings on CD in AutoCAD 2018 format. 	



b. Operations and Maintenance Manual prepared by General Contractor and reviewed by design team. 6.6 Electrical Engineering: \$1,875.00 + \$75.00 (4% markup) = \$1,950.00 (Time and Materials, Not to Exceed) 6.7 Meetings: MTLA: Six (6) total meetings / site visits during construction.	
6.0 Construction Administration, Subtotal:	\$7,500.00
Task 7.0 Expenses	
7.1 Mileage at \$.54 per mile Printing, parking and other miscellaneous expenses. (Actual cost + 4%)	
7.0 Expenses, Subtotal:	\$150.00
Total:	\$36,431.20

NOTE: The above fee is based on an estimate of hours to complete the proposed Scope of Services at our current hourly rates. For services not listed as optional or included in this proposal see "Extended Services".

EXTENDED LANDSCAPE DESIGN SERVICES

The following services are not included in the Scope of Services or fee and will be performed or coordinated as directed and authorized by the "client" at our current hourly rates or a negotiated fee if required.

- Revisions to previously approved work.
- Additional meetings, presentations, or site visits other than those listed in the Scope of Services.
- Permitting of splash pads and or interactive water play features.
- Design of retaining walls over four feet (4') in height.
- Survey of property.
- Archeological survey.
- Utility design. Electrical design of site lighting and electrical included.
- Entitlements: permits or planning approvals.
- Design and selection of playground equipment.
- Environmental testing for hazardous material or construction debris from previous uses.

This Proposal and Contract is Governed by the Terms and Conditions on the attached Exhibit "A." Please read. This Proposal and Contract may be withdrawn by Michael Terrell ■ Landscape Architecture, PLLC if not accepted within 30 days.

Signature:  _____

Date: 9/4/18

Michael D. Terrell, ASLA
Michael Terrell ■ Landscape Architecture, PLLC.

PROPOSAL AND CONTRACT

Project: Dutch Jakes Park Construction

5

Project #: 17-036A

Client: City of Spokane



Acceptance of Proposal: I have read the above proposal, fees, and terms and they are hereby accepted. Michael Terrell ■ Landscape Architecture, PLLC is authorized to commence work as specified and agreed to herein.

Signature: _____ **Date:** _____