



**City of Spokane Park Board  
Land Committee Meeting**

3:30 p.m. Wednesday, May 4, 2022  
WebEx virtual meeting

Al Vorderbrueggen – Park Operations Director

**Committee members**

X Greta Gilman – Chair  
X Hannah Kitz  
X Sally Lodato (left 5:10)  
X Kevin Brownlee

**Other Park Board members**

Christina VerHeul

**Parks staff**

Al Vorderbrueggen  
Nick Hamad  
Fianna Dickson  
Garrett Jones  
Jonathan Moog  
Kris Behr  
Jason Conley

**Guests**

Melissa Huggins  
Kaitlin Riordan  
Joanne Poss  
Salliejo Evers  
Patrick Henkels  
Terri Fortner  
Paul Knowels

**SUMMARY**

- The committee approved to accept the following recommendations for Park Board approval:
  - University District PDA memorandum of agreement/Don Kardong Bridge small overlooks with a \$70,000 revenue contribution. The committee agreed to present to the Park Board as a consent agenda item.
  - TD&H Engineering/Don Kardong Bridge rehabilitation design project contract amendment #3 not to exceed \$217,110. The committee agreed to present to the Park Board as a consent agenda item.
  - A zero-cost Washington State Recreation and Conservation Office/Rimrock to Riverside grant-authorizing resolution. The committee agreed to present to the Park Board as a consent agenda item.
- The Spokane Humane Society Urban Dog Park naming proposal for Riverfront dog park was discussed but not voted on.
- The Candy Rogers Memorial Playground naming proposal for AM Cannon Park playground was presented but moved from an agenda item to discussion.
- The Podium exterior artwork was presented and discussed.
- The committee discussed the vacation of the Grandview Park right-of-way.
- The John C. Shields Park interlocal agreement was discussed.
- Urban zipline overview was presented.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wednesday, Jun. 1, 2022, via WebEx.

# MINUTES

The meeting was called to order at 3:30 p.m. by committee chair Greta Gilman.

**Public Comments:** None

**Special Discussion Item:** [The Podium art](#) – Melissa Huggins, Executive Director of Spokane Arts

- A. Spokane Public Facilities District (PFD) voted to include public art for The Podium which includes one indoor and two outdoor pieces. The first outdoor piece was installed along Dean Avenue December 2021. Garrett Jones indicated a boundary-line adjustment was done prior to the construction of The Podium, but was packaged as one parcel, making it difficult to determine which portion of the land is owned by Parks. Therefore, the Design Review Board is currently researching this as it is unclear if the piece is on Parks property, per Greta Gilman's query.
- B. A second art piece will be installed in 2022 at a location yet to be determined along Dean Avenue. Because of the property line situation, the PFD has invited the Park Board Joint Arts Committee (JAC) members to the PFD Art subcommittee for the selection process. Once a determination has been met, the JAC would report back to the full Park and PFD boards for final endorsement before the request for proposal process. The fiscal responsibility will fall entirely on the PFD. Per Kevin Brownlee's query, the "art committee" throughout the entire process will include the JAC.

## Action items:

1. [Candy Rogers Memorial Playground naming proposal/AM Cannon Park playground](#) – Fianna Dickson

**Motion #1** Kevin Brownlee moved that this agenda item be changed to a discussion item. Hannah Kitz seconded, and the motion passed unanimously.

2. [University District PDA memorandum of agreement/Don Kardong Bridge small overlooks \(\\$70,000 revenue\)](#) – Nick Hamad

Similar to the Gonzaga agreement proposed at the April Land Committee meeting, in summary, Parks owns and maintains the bridge and desires to partner with the community for redevelopment. The Public Development Authority (PDA) desires to partner as a supporter of Parks and the community, contributing \$70,000 toward construction. Parks would construct and maintain the 2 small overlooks at an estimated cost of \$120,000. In addition, Parks would consider future interpretive displays, which will be subject to Park Board art policy.

**Motion #1** Greta Gilman moved to approve the University District PDA memorandum of agreement for the Don Kardong Bridge small overlooks with a revenue of \$70,000. Kevin Brownlee seconded, and the motion passed unanimously. The committee agreed to present the recommendation to the Park Board as a consent agenda item.

3. [TD&H Engineering contract amendment #3/Don Kardong Bridge rehabilitation design project \(not to exceed \\$217,110\)](#) – Nick Hamad

TD&H Engineering initially performed design engineering services at the beginning of the bridge rehabilitation in 2019, with an option to add construction management services at the time of construction. The project was delayed because of the COVID-19 pandemic and the pricing has been revised for a 100% completion with time and materials not to exceed \$217,110 which is an anticipated cost.

**Motion #1** Greta Gilman moved to approve the TD&H Engineering contract amendment #3 for the Don Kardong Bridge rehabilitation design project not to exceed \$217,110. Sally Lodato seconded and the motion passed unanimously. The committee agreed to present the recommendation to the

Park Board as a consent agenda item.

4. [Washington State Recreation and Conservation Office/Rimrock to Riverside grant-authorizing resolution \(no cost\)](#) – Nick Hamad

The Park Board authorized a resolution in Nov. 2021 to acquire 118 acres adjacent to Palisades Park which was to be purchased by Spokane County and deeded to the City. Although the City is listed as a co-sponsor to this agreement, Washington State RCO would like to see that the City has applied for this grant. The proposal today is to authorize this co-sponsorship grant application.

**Motion #1** Greta Gilman moved to approve the Washington State Recreation and Conservation Office/Rimrock to Riverside grant-authorizing no cost resolution. Sally Lodato seconded and the motion passed unanimously. The committee agreed to present the recommendation to the Park Board as a consent agenda item.

**Discussion Items:**

1. [Spokane Humane Society Urban Dog Park naming proposal/Riverfront dog park](#) – Jonathan Moog

- A. In response to the Spokane Humane Society's (SHS) donation of \$250,000 through the Parks Foundation, the name being proposed for the new Riverfront Park dog park is Spokane Humane Society Urban Dog Park, which meets naming policy 8.2.4, *"a suitable program or community related name which denotes an appropriate linkage to its function."* SHS has been part of the community for 125 with roots near Riverfront Park and aligns with the mission and values of Spokane Parks and Recreation. The goal for name approval and subsequent signage coincides with the June 18 Parade of Paws.
- B. The committee felt the name was long and clichéd. Fianna Dickson and Terri Fortner suggested Park Board present feedback and a possible alternate name to SHS for approval. Hannah Kitz felt the June 18 deadline was hasty. Although this was intended to be an action item, no motion was made to take this to the Park Board and will be revisited at a later time.

2. [Candy Rogers Memorial Playground naming proposal/AM Cannon Park playground](#) – Fianna Dickson

- A. Under the Park Board naming policy, community members may bring forward proposed naming considerations for Park property by writing a letter and going through the Land Committee process. Per Section 8.2.3, the naming policy may be chosen "in commemoration of a group or individuals who perished or survived a tragic event or war."
- B. Joanne Poss and her daughter Salliejoe Evers spoke to the committee about Joanne's cousin, Candy Rogers, a 9-year old Spokane girl who was abducted near her home on West Mission Avenue just prior to her tragic murder in 1959. After 63 years, the cold case was solved last year. In addition to the families of both Candy and her captor, many Spokane residents remember this case and would like to celebrate Candy's memory by naming the nearby playground at AM Cannon Park in her honor.
- C. Greta Gillman noted the naming policy addresses revenue to the park system and requested examples of other naming situations where Parks did not receive revenue. Fianna pointed out that benefactors, such as Providence Park Playground, have a naming opportunity. However, areas such as Rick Harris Baseball Field in AM Cannon Park, Bill Fern Conservation Area in Riverfront Park, and Ben Carson Park at the Dwight Merkel Sports Complex, are named after people who dedicated their careers tending to those areas. Kevin Brownlee stated he felt uncomfortable moving forward with a vote today, noting

ramifications for future naming requests are significant and didn't want to set a precedent that may be overwhelming to the Park system. Greta asked if it is common procedure for similar citizen proposals to come before the Land Committee or if there is another platform. Fianna stated that in addition to this public process, there could be other forums, such as a community survey, although this has not been done with the recent naming pieces. Greta indicated she would prefer to hear feedback from concerned local parents explaining the subject matter to their children who may question the name. Greta followed up that this will eventually come before the Park Board as an action item.

## 2. [Grandview Park right-of-way vacation](#) – Nick Hamad

The majority of Grandview Park is an undeveloped natural setting. Greenstone Corporation, owner of the adjacent property, has submitted a plat application and requests a letter from Garrett Jones granting a vacation from the two current right-of-way sections, which would eliminate future concerns of utility lines or roadways through these sections. Although this is not an actionable item, a potential expense to Parks may be completion of the D Street sidewalk, as well as a filing fee to combine the individual parcels into one large parcel. Per Greta Gillman's request, Nick will provide a copy of the developer's plat to Park Board. Hannah Kitz has recused herself from any discussion and voting on this subject.

## 3. [John C. Shields Park interlocal agreement](#) – Nick Hamad

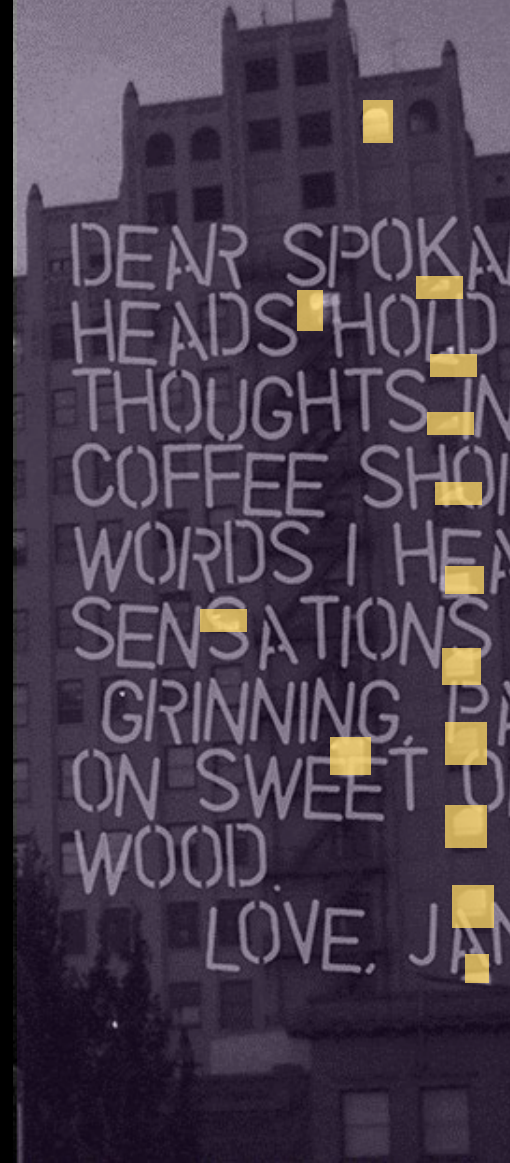
- A. Shields Park is seated on both City and County land, but the park is developed and managed by Spokane County, however, no formal agreement has been created. The terms of the draft agreement affirm the county is to remain responsible for maintenance and operation of both City and County land for a period of 25 years with consent to improve the City land via parking, electrical, signage and recreation. Additionally, the City Parks director must approve modifications over \$20,000 and assets on City land become City property managed by the County. The County adds a future annexation clause if the City annexes Urban Growth Areas containing County land, the entire Make Beacon Hill Public area will be converted to City ownership. The final draft should be presented for action at the June Land Committee meeting.
- B. Paul Knowles said the early 1990's County-funded improvements on City owned land have fulfilled their lifespan. Provided the annexation does not go through soon, Parks would not be liable for further maintenance. If annexation were to occur, the load would be similar to Camp Sekani at approximately \$20,000 per year. As the properties were purchased through Conservation Futures Funding, the City would receive the Conservation Futures maintenance and operations funding share for the property. Other than Beacon Hill, Camp Sekani and Fish Lake Trail, there are no other shared Park properties.

## 4. [Urban zipline overview](#) – Jonathan Moog

City Council will vote Monday on a resolution to advance the process but is not committing to the actual zipline. Nothing has changed since the January 2021 Park Board briefing. The process consists of the formation of a community working group, including members of the Park Board (Kevin Brownlee), Riverside neighborhood council, Tribe and Parks staff which will form an RFP, solicit for, and select a provider, bring the results to the stakeholder groups and present to both Park Board and City Council. Greta Gilman requested more information and/or renderings and voiced concern about possible impacts to Redband Park, to which Jonathan indicated would be part of the working group's task.

**Adjournment:** The meeting was adjourned at 5:15 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wednesday, Jun. 1, 2022, via WebEx.



Advocacy

Professional development

Grantmaking

Programming

# SPOKANE ARTS

## FOUNDING ORGANIZATIONS

City of Spokane  
Public Facilities District  
Visit Spokane  
Downtown Spokane Partnership



SCOTT RYAN  
SAGA Grant Winner, 2017  
for BASE Songwriting Workshops



*Pictured: Art by 2K Simmons, First Interstate Center for the Arts*

# Sculptures – The Podium



# The Podium

## Exterior Artwork #1 overview

### BACKGROUND:

The Spokane Public Facilities District, understanding that the addition of public art has numerous benefits to their facilities including:

- Increasing vibrancy
- Activating public spaces for pedestrians
- Exhibiting local culture to tourists and visitors

The Public Facilities District board voted to allocate a percentage of their project budget toward the creation of new indoor & outdoor public art at The Podium facility.

The Public Facilities District contracts with Spokane Arts to assist with the management and promotion of their extensive public art collection, as well as to administer new calls for public art as they arise, and to project manage from start to finish.

*“Each work of art reflects a story about our community and helps create a sense of place for both local residents and visitors.”*

*Spokane Public Facilities District website*

### ART SELECTION JURY

Stephanie Curran, Public Facilities District

Mark Dailey, Integrus Architecture

Colin Anderson, Integrus Architecture

Remelisa Cullitan

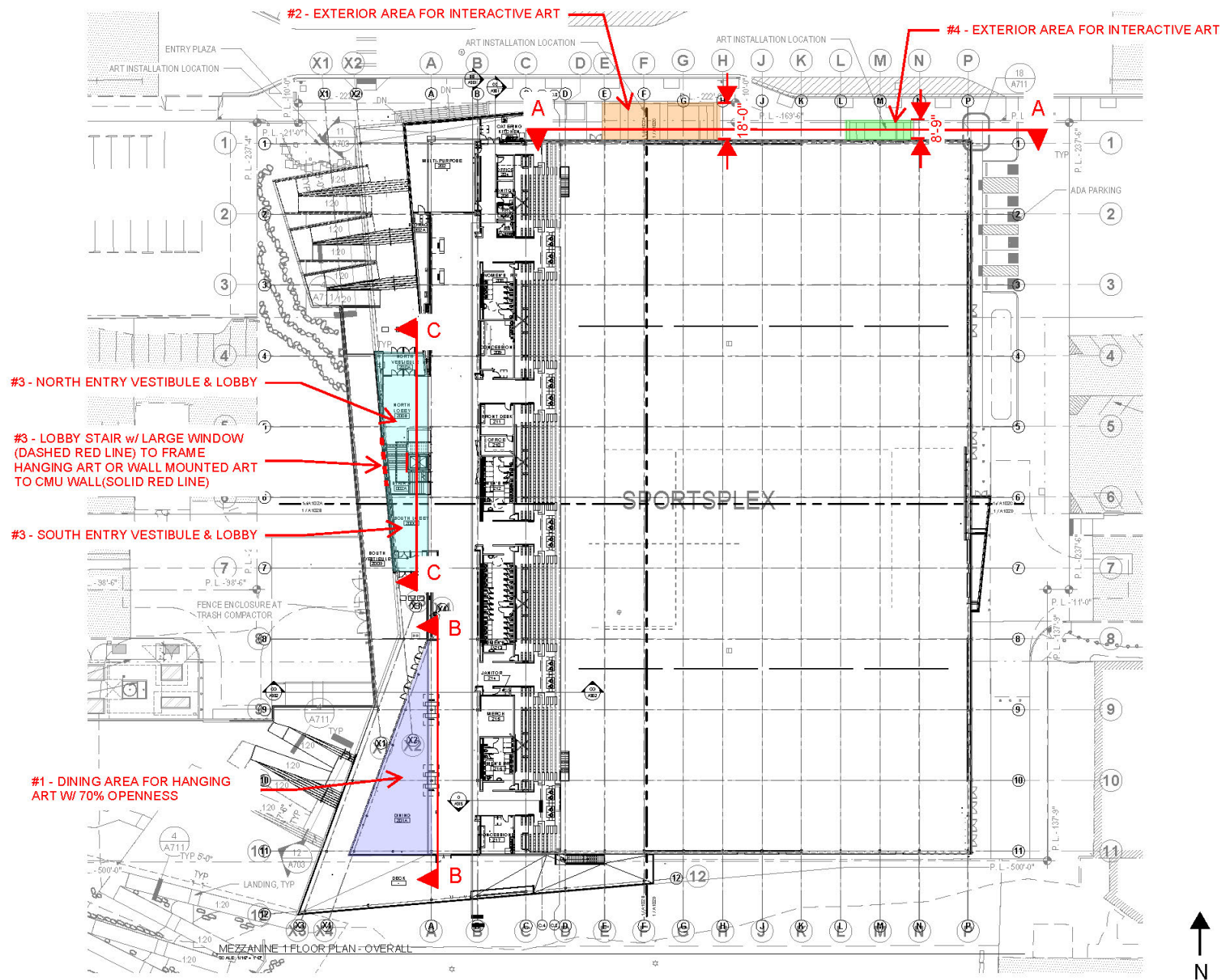
Andrew Whitver, City of Spokane arts commission

Patty Tully, City of Spokane arts commission

Art selection jury reported to Public Facilities District Art Committee, which is a sub-committee of The Podium project committee

Podium project committee reported to full Spokane PFD board





# SportsPlex renderings by Integrus Architecture

Integrus identified potential art locations based on their plans, DRB feedback, and more. Ideas only at the time of this drawing.

# The Podium

## Exterior Artwork overview

*Excerpt from Call for Artists:*

### PROJECT AND SITE DESCRIPTION:

The site is along the exterior of the SportsPlex building on the north side, along Dean Avenue. The goal of placing interactive artwork in this location is to create a friendly, activated pedestrian experience for both visitors to the SportsPlex as well as passersby.

This site is conducive to the artist's interpretation and creativity, but some degree of interactivity is crucial. The selection panel is open to creative ideas, but may be particularly interested in seeing artwork proposed for this site that evokes the activity inside the SportsPlex (think athletic endeavors, competition, striving for greatness, good sportsmanship, etc.) Artists are cautioned not to interpret that theme too literally; for example, for a piece of art to convey motion or energy or strength, it doesn't have to exactly recreate something that might happen in the SportsPlex.

This artwork should be accessible and welcoming to the public and create an inviting destination for citizens, neighbors, visitors and users of the SportsPlex. A successful project will be made of durable materials suited to an urban location, materials that require minimal annual maintenance.

Two-phase selection process, incl. RFQ & RFP

### SELECTION CRITERIA

Consideration of artists/proposals includes but is not limited to:

- Aesthetic excellence of past projects
- Experience in materials and methods appropriate to the scope of this project
- Nature of proposed piece— does it activate the pedestrian environment per DRB comments
- Demonstrated ability to manage projects on time and on budget.
- Demonstrated delivery of projects with similar budgets will be reviewed.
- Goal to create a broad and diverse collection of artworks

# The Podium

## Exterior Artwork overview

### Timeline:

June 2020: Discussion of potential areas for indoor & outdoor art discussed by PFD staff, Integrus, and project team, with comments from Design Review Board and Spokane Arts. Recommended locations were later reviewed & approved by the Public Facilities District Art Committee. Draft RFQ for both indoor & outdoor work circulated for comments among project staff.

July 2020: RFQ released (call for artists)  
Promoted via press release to local media, social media, website listings, etc. Discussed at July 2020 arts commission public meeting. Shared in SA newsletter 7/16/20, 8/4/20 and 8/15/20.

End of August 2020: call for artists closed; art selection panel reviewed & scored independently, then met to discuss and determine 4 finalists. RFP issued to secure detailed proposals from 4 finalists.

## Spokane Public Facilities looks for artists to build pieces at the Spokane SportsPlex

Jul 22, 2020



The Spokane Public Facilities District is calling on artists as they are looking for artwork to be built outside the Spokane SportsPlex.

According to Spokane Arts, they are looking for two pieces to be built along Dean Avenue that are interactive.

Spokane Arts is looking for the artwork pieces to be themed around sports actives but artists are encouraged to interoperate the theme.

According to Spokane Arts, the [application](#) deadline is August 14.

Ads by Google  
World Market  
Stop seeing this ad  
Why this ad?

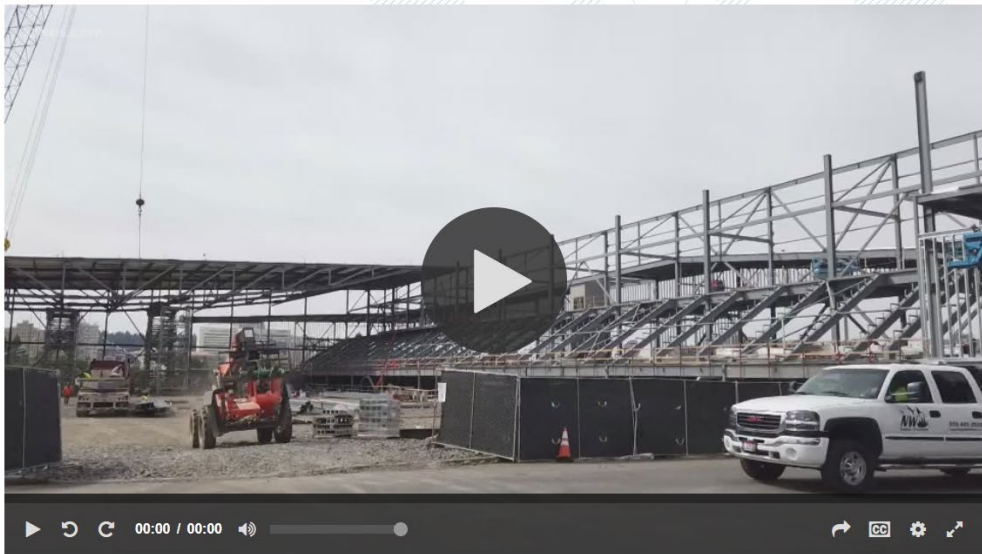
### Local Weather

Currently in Spokane  
67° ☁ 67° / 46°

12 PM	1 PM	2 PM	3 PM
66°	68°	69°	68°
☁	☁	☁	☁

## Sportsplex in downtown Spokane to feature local artwork

Two opportunities are available to local artists for projects that will go both inside and outside of the new sports championship facility.



Author: Brandon Jones (KREM)

Published: 5:45 PM PDT August 13, 2020

Updated: 7:03 AM PDT August 14, 2020



SPOKANE, Wash. — Local artists will have their chance to be a part of the brand new Sportsplex that's being built downtown.

A recent deadline extension will give them even more time to submit their qualifications.

“Part of what is so incredible about the vision for the Sportsplex is how many visitors will be

## The Podium Exterior Artwork overview

Timeline (cont):

September 24, 2020: Virtual walkthrough of facility design for finalists, led by Integrus

October 22, 2020: Artist interviews  
Presentations from 4 finalist artists/groups  
Jury determines preferred artist group  
PFD staff & Integrus brief PFD Art Selection sub-committee

November 11, 2020: Spokane Arts presents the proposed artwork (indoor & outdoor) to the full Spokane Public Facilities District Board, who unanimously votes to approve.

December 2020 Workshop to discuss vision for the outdoor art pennants (including art selection committee + Sports Commission + various local sports representatives.) Contract executed with Acrylicize.

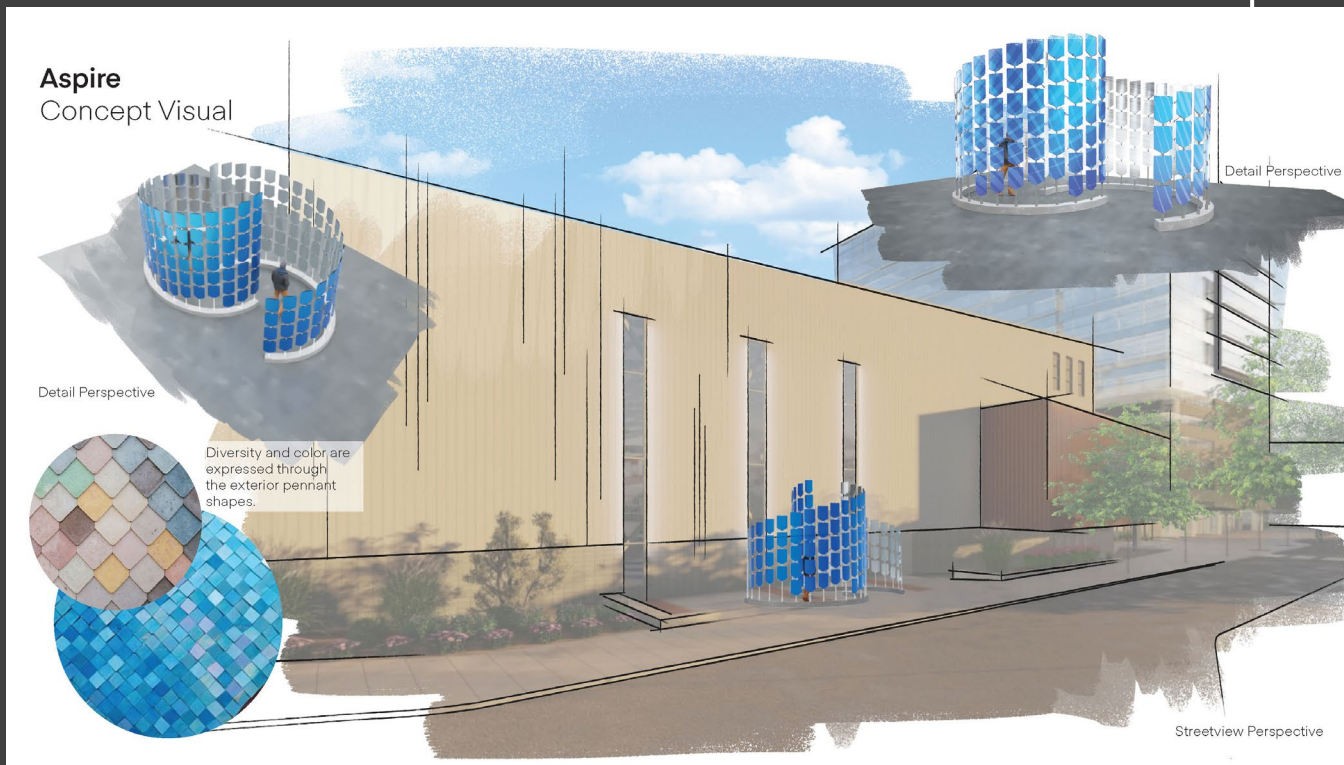
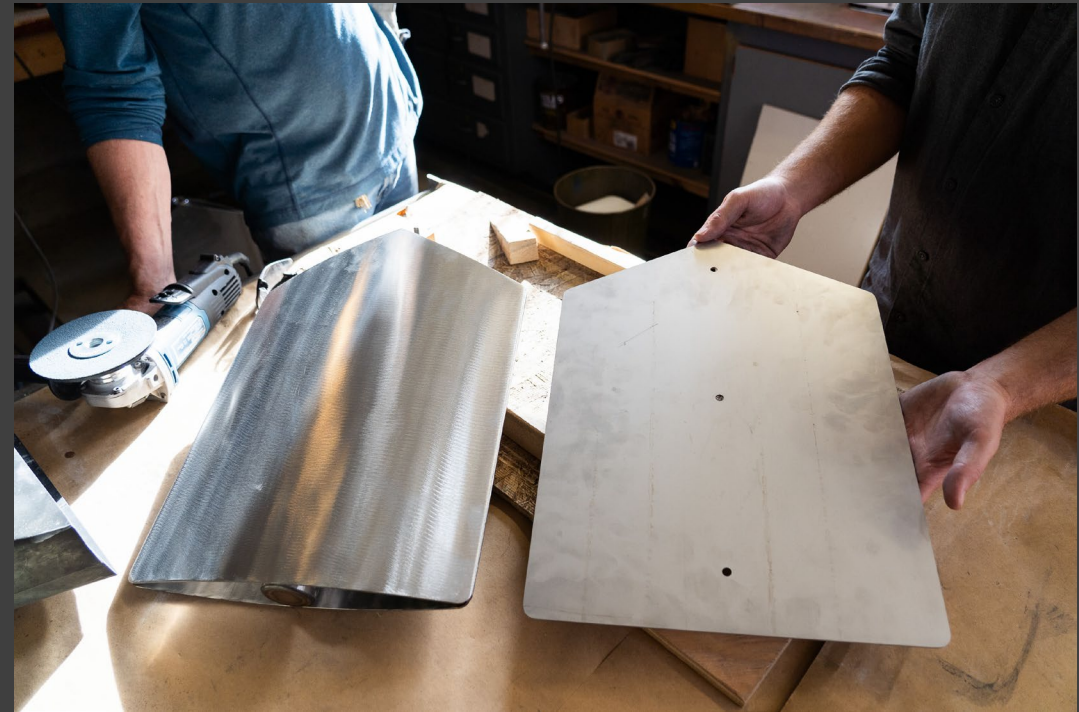
# The Podium Exterior Artwork overview

A combined total of 51 artists applied to the RFQs for indoor and outdoor artwork.

20 applicants specifically for the outdoor art piece.

Of those, 4 were selected to move on to the RFP process.

Acrylicize's proposal "Aspire" was chosen for fabrication/installation.



Fabrication Timeline for outdoor artwork:

Acrylicize contracted by PFD December 22, 2020

Final Installation December 2021

Design: Acrylicize

Fabrication/Installation: Miles Pepper

All photos courtesy Acrylicize and Scanned Media

Original proposed budget: \$50,000

Final amended budget: \$63,000 (supply chain issues = increase in metal price)





# “Aspire” sculpture by Acrylicize

*Commissioned by Spokane Public Facilities District, administered by Spokane Arts*

Graphic, hand-painted exterior panels of the sculpture represent the comradery within community of sport.

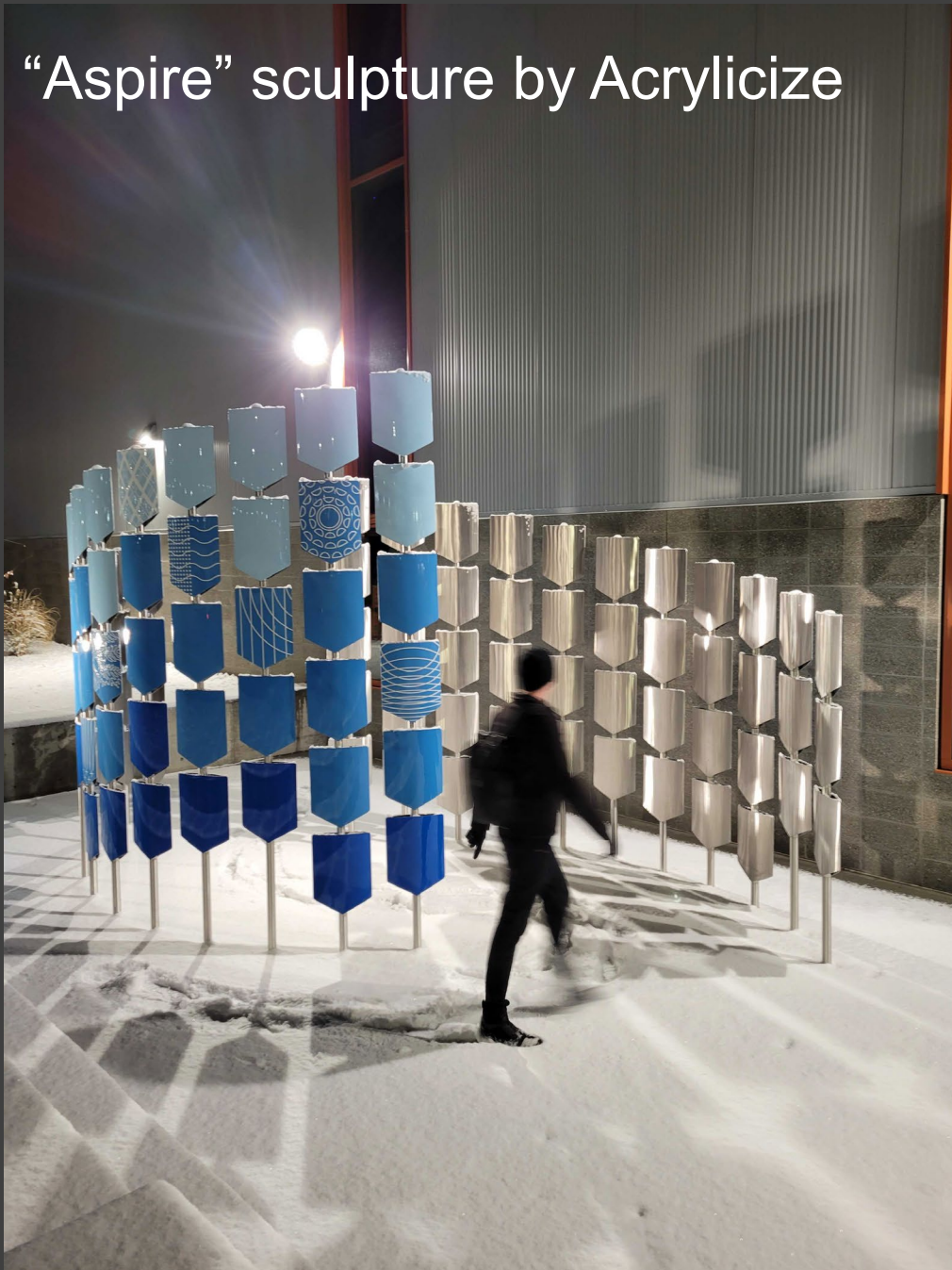
Moving through the interior of the sculpture reveals polished panels that reflect the individual and their aspiration to dream big and inspire others.

Interior panels will eventually be engraved with notable achievements that occur inside the Podium (for example, US records being broken)





## “Aspire” sculpture by Acrylicize

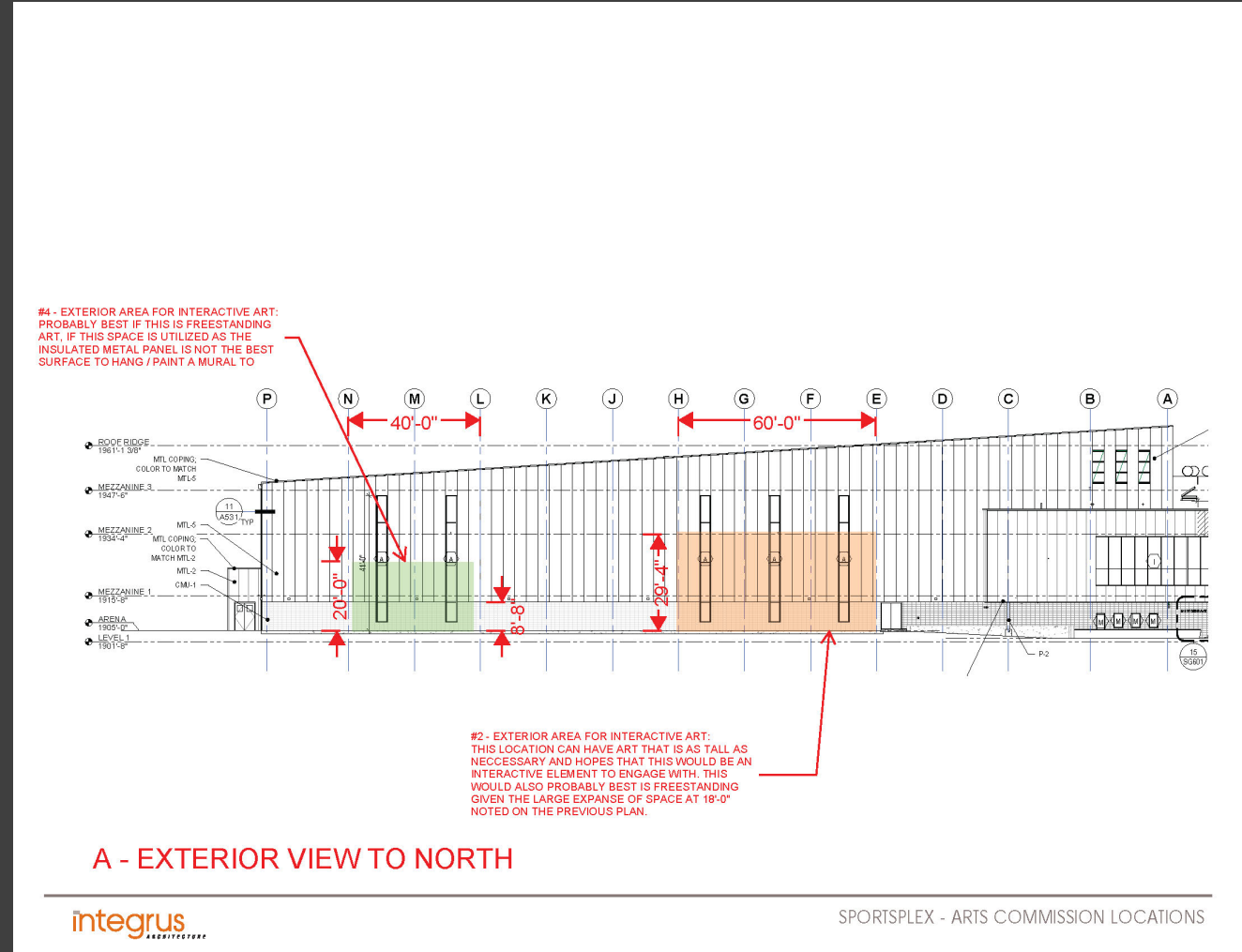


*“Aspire’ is a celebration of the inner athlete in all of us – participant and spectator. We celebrate the diversity of the people and sport within the Podium while simultaneously reflecting the support and determination of each individual and team.” Acrylicize artist statement*

# The Podium Exterior Artwork #2: Future outdoor interactive piece

## BACKGROUND

- Spokane Public Facilities District has an agreement with the City of Spokane to fabricate and install a 2<sup>nd</sup> piece of outdoor artwork along Dean Avenue at The Podium.
- 2<sup>nd</sup> outdoor artwork needs to be installed this year in 2022.
- 2<sup>nd</sup> outdoor artwork to be self-funded by the PFD.
- The exact exterior location along the north side of The Podium facility has not been determined.
  - Since not all the underlying parcels are owned by the Parks department, the outdoor artwork in question may or may not end up being sited on Parks property. It could be sited on PFD property, on City of Spokane property, on the 12-foot sidewalks along the building, etc. Exact site is TBD.
- Preliminary discussion for 2<sup>nd</sup> art piece includes a goal to create an interactive element that is explicitly athletic-themed



## Proposed process for procuring 2<sup>nd</sup> outdoor installation, suggested by Garrett Jones & Stephanie Curran:

The Public Facilities District board will invite Park Board JAC members to join PFD Art sub-committee for the purposes of selecting a 2<sup>nd</sup> outdoor art piece along Dean Avenue at The Podium.

That combined art committee will receive a presentation on project parameters & discuss:

- Budget constraints
- Design Review board directives
- Preliminary discussion of siting
- Preliminary discussion of design concepts that would fulfill the goal of activating the pedestrian environment

Once art committee agrees on concept and outlines next steps, then both Park Board and the PFD board will be briefed by art committee/SA and have the opportunity to ask questions and endorse the design direction. If they endorse, then the art committee would direct SA to conduct an RFP process.

Art committee would review submitted bids and make a recommendation. PFD board has fiscal authority since they are providing the funding and would need to vote to approve contract.

Questions for staff?

THE **PO**DIUM THE FIRST PLACE FOR SPORTS.™

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		
<b>Committee meeting date</b>	May 4, 2022		
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	University District PDA memorandum of agreement/Don Kardong Bridge small overlooks (\$70,000 revenue)		
<b>Begin/end dates</b>	Begins: 05/12/2022	Ends: 05/12/2072	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b>	<p>Parks and the University District PDA desire to enter into an agreement under which the PDA will donate significant resources toward the construction of two small overlooks on the Don Kardong Bridge. Overlooks are to be constructed as a part of the Don Kardong Bridge rehabilitation project.</p> <p>Total PDA project contribution is valued at \$70,000, 100% of which is donated toward the construction of the two small overlooks.</p>		
<b>Motion wording:</b>	Move to approve memorandum of understanding with University District PDA for the Don Kardong Bridge small overlooks.		
<b>Approvals/signatures outside Parks:</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No		
If so, who/what department, agency or company:	The University District PDA		
Name:	Juliet Sinisterra	Email address:	jsinisterra@spokaneudistrict.org Phone: 509.255.8093
<b>Distribution:</b>	Fianna Dickson		
Parks – Accounting			
Parks – Pamela Clarke			
Requester: Nick Hamad			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:	\$70,000.00	Budget code:	Donation to 1950-54920-94000-56301-48063
			jsinisterra@spokaneudistrict.org
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into between The University District PDA, whose address is 120 N. Pine St, Suite 292, Spokane, WA 99202, (“PDA”) and the City of Spokane Parks and Recreation Department, (“Parks”) a governmental entity whose address is 808 W. Spokane Falls Blvd., Spokane, WA 99201, hereinafter collectively referred to as the Parties.

### Background and Purpose

- A. Parks owns and maintains many properties and manages a wide variety of recreation programs.
- B. Parks engages and partners with citizens and corporations to support appropriate uses and development of those properties and programs.
- C. PDA desires to identify itself/himself/herself/themselves as a supporter of Parks’ and PDA’s shared vision of a viable future for those properties and programs.
- D. The Don Kardong Bridge, which is owned and maintain by Parks, and which is located within the boundary of the University District PDA, requires major rehabilitation to restore and enhance its functionality as a recreational facility.
- E. Parks is actively pursuing rehabilitation of the Don Kardong Bridge, preserving and enhancing connectivity within and to the University District.
- F. In accordance with City of Spokane Administrative Policy 1400-11-07, ‘Sponsorships, Donations, Naming Recognition of Parks and Recreation Area or Facilities’, the Parties desire to enter into this MOA under which PDA will donate significant resources towards construction of two small overlooks on the Don Kardong Bridge.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by the Parties hereto, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### Agreement

#### Section 1 Don Kardong Bridge Rehabilitation Project

1. Parks and its agents will construct two small overlooks on the Don Kardong Bridge, estimated to cost approximately \$120,000, providing a view from the bridge to the southeast, to be implemented as part of Parks’ larger Don Kardong Bridge Rehabilitation Project.

2. In the future, interpretive displays, artwork and/or logos may be added to the overlooks but are not a part of the current agreement. Any future displays, artwork or logos shall be subject to the requirements and procedures set forth in City of Spokane Administrative Policy Titled Artwork in Parks and Recreation Areas, ADMIN 1400-14-05 LGL 2007-0026 (“Art Policy”) and shall be presented to the Park Board for review and approval prior to fabrication / installation.
3. PDA will contribute to Parks the sum of Seventy Thousand and 00/100 Dollars (\$70,000.00) to be used specifically for the construction of two small overlooks.
4. Upon completion of the bridge overlook improvements, all improvements shall become the property of Parks.
5. Parks shall maintain, repair and reconstruct the overlook improvements, including any future interpretive displays, at the same frequency it maintains, repairs, or reconstructs the bridge. Parks shall remove all graffiti and repair all vandalism to the interpretive display within fourteen (14) days of Parks’ receipt of notice regarding the graffiti and/or need for repairs.
6. Parks agrees to indemnify, defend, and hold PDA harmless from Park’s use, management, and maintenance of the small overlooks on the Don Kardong Bridge, except to the extent any claim resulted from the act or omission of the PDA or PDA’s employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the City’s employees, agents or contractors.

## **Section 2     Miscellaneous Provisions**

1. Recitals. All of the recitals set forth above in the Background and Purpose section of this MOA are incorporated herein by this reference as though fully set forth herein.
2. Entire Agreement. Except as expressly stated herein, this MOA is the entire MOA between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this MOA will bind the signatories to this MOA unless agreed to by both Parties in writing.
3. Severability. The invalidity or unenforceability of any provision of the MOA will not affect any other provisions; the MOA will be construed in all respects as if such invalid or unenforceable provisions were omitted.
4. Amendments/Modifications. Any amendment or modification to the provisions of this MOA will not be effective unless made by written amendment executed by both Parties.
5. Third Party Beneficiaries. Nothing in this MOA is intended to confer any right or benefit on a person or entity not a Party to this MOA, or impose any obligations of either Party to the MOA on persons or entities not a Party to the MOA.
6. Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this MOA will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

7. Negotiation. This MOA, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this MOA shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
8. Effectiveness. This MOA is effective on the date of the last signature below.
9. Notice. All written notices required to be given pursuant to the terms hereof shall be delivered to the addresses listed below, by one of the following methods: (a) hand delivered whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. Pacific Standard Time on a business day and the original also is sent as described in (a), (b), or (c) above, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is completed.

PDA:

The University District PDA  
Attn: Juliet Sinisterra  
120 N. Pine St, Suite 292  
Spokane, WA 99202  
Email: [jsinisterra@spokaneudistrict.org](mailto:jsinisterra@spokaneudistrict.org)

Parks:

City of Spokane, Park Board  
Attn: Parks and Recreation Director  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Email: [gjones@spokanecity.org](mailto:gjones@spokanecity.org)

With a copy to:  
Office of the City Attorney  
Attn: James Richman  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201  
Email: [jrichman@spokanecity.org](mailto:jrichman@spokanecity.org)

10. Debarment and Suspension. PDA has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
11. Term. This MOA shall be in effect for a term of fifty (50) years and shall expire fifty years following the Effective Date.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date").

\_\_\_\_\_

The University District PDA  
By: Juliet Sinisterra  
Its Chief Executive Officer

Attest:

\_\_\_\_\_

Clerk

\_\_\_\_\_

City of Spokane Parks and Recreation  
Garrett Jones, Director

Approved as to form:

\_\_\_\_\_

Assistant City Attorney



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		
<b>Committee meeting date</b>	May 4, 2022		
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)	OPR 2019-0924		
<b>Item title:</b> (Use exact language noted on the agenda)	TD&H Engineering contract amendment #3/Don Kardong Bridge rehabilitation design project (not to exceed \$217,110)		
<b>Begin/end dates</b>	Begins: 04/14/2022	Ends: 07/01/2023	<input type="checkbox"/> Open ended
<b>Background/history:</b> Amendment #3 adds construction management services required to complete 100% bid documents for the Don Kardong Bridge rehabilitation project after a significant delay to the project schedule.  In 2019, Parks contracted with TD&H Engineering to perform engineering services with an option to add construction management services at the time of construction. Due to schedule delay, the contractor provided updated pricing for this add service in March 2022.			
<b>Motion wording:</b> Move to approve TD&H Engineering contract amendment #3 for work on the Don Kardong Bridge rehabilitation design Project (T&M NTE \$217,110)			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: TD&H Engineering Name: Tony Stenlund Email address: tony.Stenlund@tdhengineering.com Phone: 509.622.2888			
<b>Distribution:</b> Parks – Accounting Thea Prince Parks – Pamela Clarke tony.Stenlund@tdhengineering.com Requester: Nick Hamad Grant Management Department/Name: Skyler Brown, Kathy Hayes			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$217,110.00 Budget code: 1400-30210-94000-56311			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601-014-909 Business license expiration date: 3/31/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



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

**CONTRACT AMENDMENT / EXTENSION**

**Title: DON KARDONG PEDESTRIAN  
BRIDGE REHABILITATION  
DESIGN PROJECT**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **TD&H ENGINEERING**, whose address is 303 East Second Avenue, Spokane, Washington 99202 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform engineering design services to rehabilitate the Don Kardong Pedestrian Bridge; and*

*WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated October 4, 2019 and October 14, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment / Extension shall become effective on April 14, 2022 and shall run through July 1, 2023.

**3. ADDITIONAL WORK.**

The Scope of Work in the original Contract is expanded to include additional Construction Management Services in accordance with Consultant's initial proposal dated September 26, 2019 and updated proposal dated March 2, 2022 and attached hereto.

**4. COMPENSATION.**

The City shall pay an additional amount billed on a Time and Materials (T&M) basis not to exceed **TWO HUNDRED SEVENTEEN THOUSAND ONE HUNDRED TEN AND NO/100 DOLLARS (\$217,110.00)**, and applicable sales tax, for everything furnished and done under this Contract

Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

**5. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

**TD&H ENGINEERING**

**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

- Certificate Regarding Debarment
- Attachment A - Consultant's March 2, 2022 Proposal

22-069

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

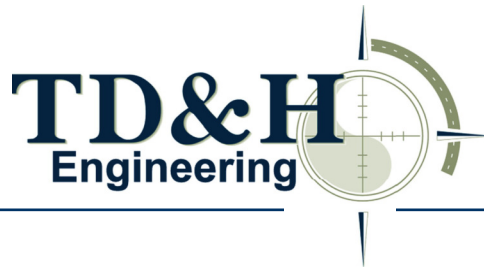
1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions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

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

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

TD&H Engineering <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	Don Kardong Bridge Rehabilitation Engineering <hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

## ATTACHMENT A



March 2, 2022

**VIA EMAIL**

Nick Hamad  
City of Spokane  
Parks & Recreation

Dear Mr. Hamad,

TD&H Engineering is pleased to submit this proposal for engineering services. Please review this carefully and let us know if we need to modify our proposal.

**Project Criteria:**

As requested, scope and fees for Construction Management (CM) Services have been provided. This has been revised based on the recent information that federal money is a part of the project which will require a substantial amount of additional time and documentation for compliance.

**Construction Management (CM)**

- Attend weekly construction meetings and required safety meetings
- Provide the necessary special inspections through Budinger & Associates
- Provide materials testing as required through Budinger & Associates
- Prepare change orders for the City's authorization
- Prepare pay estimates
- Provide inspection and administration as necessary
- Conduct a final inspection and develop a project punch list
- Provide record drawings as marked by the contractor and our inspectors
- Provide project close out and completion documents
- Project documentation for federal compliance

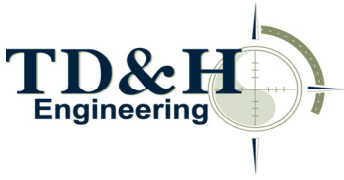
Services	Cost
Construction Management Services	\$217,110

Thank you once again for the opportunity to provide you this fee proposal. Please feel free to contact me with any comments and/or questions.

Sincerely,

TD&H ENGINEERING CONSULTANTS, INC.

Tony E. Stenlund P.E., S.E.  
Principal in Charge



**EXHIBIT D-5 - CONSULTANT FEE DETERMINATION SHEET**

(Negotiated Hourly Rate)

**CITY OF SPOKANE - DEPARTMENT OF PARKS & RECREATION**

Don Kardong Bridge Deck Replacement

**CONSTRUCTION MANAGEMENT**

**LABOR COST**

<u>Discipline or Job Title</u>	<u>Hours</u>	<u>Direct Labor</u>	<sup>1</sup> <u>Overhead @ 148.30%</u>	<u>Profit @ 15%</u>	<sup>2</sup> <u>FCCM 1.10%</u>	<u>Rate Per Hour</u>	<u>Cost</u>
Principal	2	\$ 62.03	\$ 91.99	\$ 23.10	\$ 0.68	\$ 177.81	\$ 355.61
Engineer V	528	\$ 57.65	\$ 85.49	\$ 21.47	\$ 0.63	\$ 165.25	\$ 87,252.44
Engineer IV	112	\$ 49.71	\$ 73.72	\$ 18.51	\$ 0.55	\$ 142.49	\$ 15,959.02
Engineer I	796	\$ 31.53	\$ 46.76	\$ 11.74	\$ 0.35	\$ 90.38	\$ 71,941.82
Registered Land Surveyor	16	\$ 47.93	\$ 71.08	\$ 17.85	\$ 0.53	\$ 137.39	\$ 2,198.22
Engineering Technician	4	\$ 38.54	\$ 57.15	\$ 14.35	\$ 0.42	\$ 110.47	\$ 441.89
CAD Designer I	14	\$ 26.10	\$ 38.71	\$ 9.72	\$ 0.29	\$ 74.81	\$ 1,047.40
<b>Total Hours</b>	<b>1472</b>						
	<b>TOTAL LABOR COST</b>						<b>\$ 179,196</b>

<sup>1</sup> Overhead Rate does not include the Facilities Capital Cost of Money (FCCM) = 143.03% - 2.6% = 140.43%

<sup>2</sup> Overhead Rate + FCCM = WSDOT's Approved Indirect Cost Rate = 140.43% + 2.6% = 143.03%

**REIMBURSABLES**

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
<b><u>Travel</u></b>				
Vehicle Mileage	Mile	2000	\$ 0.580	\$ 1,160.00
Per Diem	Day	0.00	\$ 151.00	\$ -
<b><u>Equipment</u></b>				
Software, IT and Software - CAD	Hour	18	\$ 10.00	\$ 180.00
Software, IT and Software - non-CAD	Hour	1,454	\$ 3.00	\$ 4,362.00
Total Robotic Station - Hourly	Hour	16	\$ 30.00	\$ 480.00
Plotter - In-House Reproduction	Hour	60	\$ 0.90	\$ 54.00
<b><u>Miscellaneous</u></b>				
Large scale reproduction, postage, etc.	Cost			\$ 1,200.00
<b><u>Sub consultants</u></b>				
Budinger & Associates	LS	1		\$ 15,518.25
MTLA Landscape Architect	LS	1		\$ 6,191.43
E2C Electrical Engineers	LS	1		\$ 8,767.99
	<b>TOTAL REIMBURSABLES</b>			<b>\$ 37,914</b>

**TOTAL CONSULTANT FEE (CM PHASE) \$ 217,110**

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		
<b>Committee meeting date</b>	May 4, 2022		
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)	New OPR; Cross ref: OPR 2021-0765		
<b>Item title:</b> (Use exact language noted on the agenda)	Washington State Recreation and Conservation Office/Rimrock to Riverside grant-authorizing resolution (no cost)		
<b>Begin/end dates</b>	Begins: 04/14/2022	Ends: 07/01/2023	<input type="checkbox"/> Open ended
<b>Background/history:</b>	<p>Requesting grant-authorizing resolution for the Rimrock to Riverside (RCO Project 22-1464 ACQ) as required for City of Spokane Parks to co-sponsor a grant application to the Washington State RCO for project funding.</p> <p>All grant matching funds for project shall be provided by Spokane County Conservation Futures.</p>		
<b>Motion wording:</b>	Move to approve the Rimrock to Riverside Acquisition grant-authorizing resolution with the Washington State Recreation and Conservation Office		
<b>Approvals/signatures outside Parks:</b>	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
<b>Distribution:</b>	pknowles@spokanecounty.org		
Parks – Accounting			
Parks – Pamela Clarke			
Requester: Nick Hamad			
Grant Management Department/Name:			
<b>Fiscal impact:</b>	<input type="radio"/> Expenditure	<input type="radio"/> Revenue	
Amount:	Budget code:		
Budget neutral			
<b>Vendor:</b>	<input type="radio"/> Existing vendor	<input type="radio"/> New vendor	
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: _____	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		
Business license expiration date: _____			





## Applicant Resolution/Authorization

Organization Name (sponsor) \_\_\_\_\_

Resolution No. or Document Name \_\_\_\_\_

Project(s) Number(s), and Name(s) \_\_\_\_\_

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

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

NOW, THEREFORE, BE IT RESOLVED that:

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

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

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

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

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

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

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

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

On File at: \_\_\_\_\_

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

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Washington State Attorney General's Office

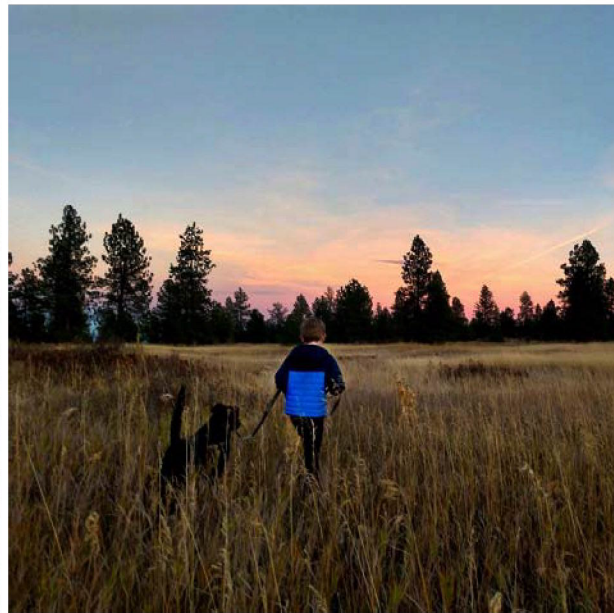
Approved as to form Brian Toller 2/13/2020  
Assistant Attorney General Date

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

# FINAL RECOMMENDATION – 2021 PRIORITIZED ACQUISITION LIST

Nomination Name	Ranking	Future Ownership	Property Description	Ranking Notes / Contingencies
Trolley Trail 08-21	<b>Administrative Acquisition</b>	<b>City of Spokane</b>	3.76 acre property that contains the Trolley Trail generally NE of Trolley Trail Conservation Area.	Designated as an "Administrative Acquisition" to resolve long-standing concerns about the Trolley Trail Conservation Area's northern terminus into private property. This acquisition, with ranking contingencies satisfied, will create a publicly accessible northern terminus at 18th Avenue, resolving long-standing trespassing issues. Ranking contingent upon: (1) City of Spokane securing a legal, public trail connection between the Trolley Trail Conservation Area and the nomination via public trail easement or condition of plat approval; and (2) willing seller
Palisades 06-21	<b>1</b>	<b>City of Spokane</b>	118 acre addition to Palisades Park.	Ranking contingent upon: (1) Seller's pledged donation of \$50,000 - \$100,000 at closing to benefit the stewardship and public use of the nomination.
Saltese 07-21	<b>2</b>	<b>Spokane County</b>	54 acre addition to Saltese Uplands Conservation Area.	Ranking contingent upon: (1) sale at 50% of fair market value.
Antoine Peak 01-21	<b>3</b>	<b>Spokane County</b>	188 acre addition to Antoine Peak Conservation Area.	
Fancher 05-21	<b>4</b>	<b>Spokane County</b>	78 acre property adjacent to the Northwoods neighborhood.	Ranking contingent upon: (1) granting of a public trail easement through adjacent HOA-owned property.
Dishman Hills 03-21	<b>5</b>	<b>Spokane County</b>	82 acres adjacent to 240 acres owned by the Dishman Hills Conservancy.	Ranking contingent upon: (1) donation by nominator of \$25,000 towards public access / trailhead improvements.
Dishman Hills 02-21	<b>6</b>	<b>Spokane County</b>	43.5 acre addition to Iller Creek Unit of Dishman Hills Conservation Area.	
Dragoon Creek 04-21	<b>7</b>	<b>City of Deer Park</b>	100.34 acre property within the Urban Growth Area of the City of Deer Park.	

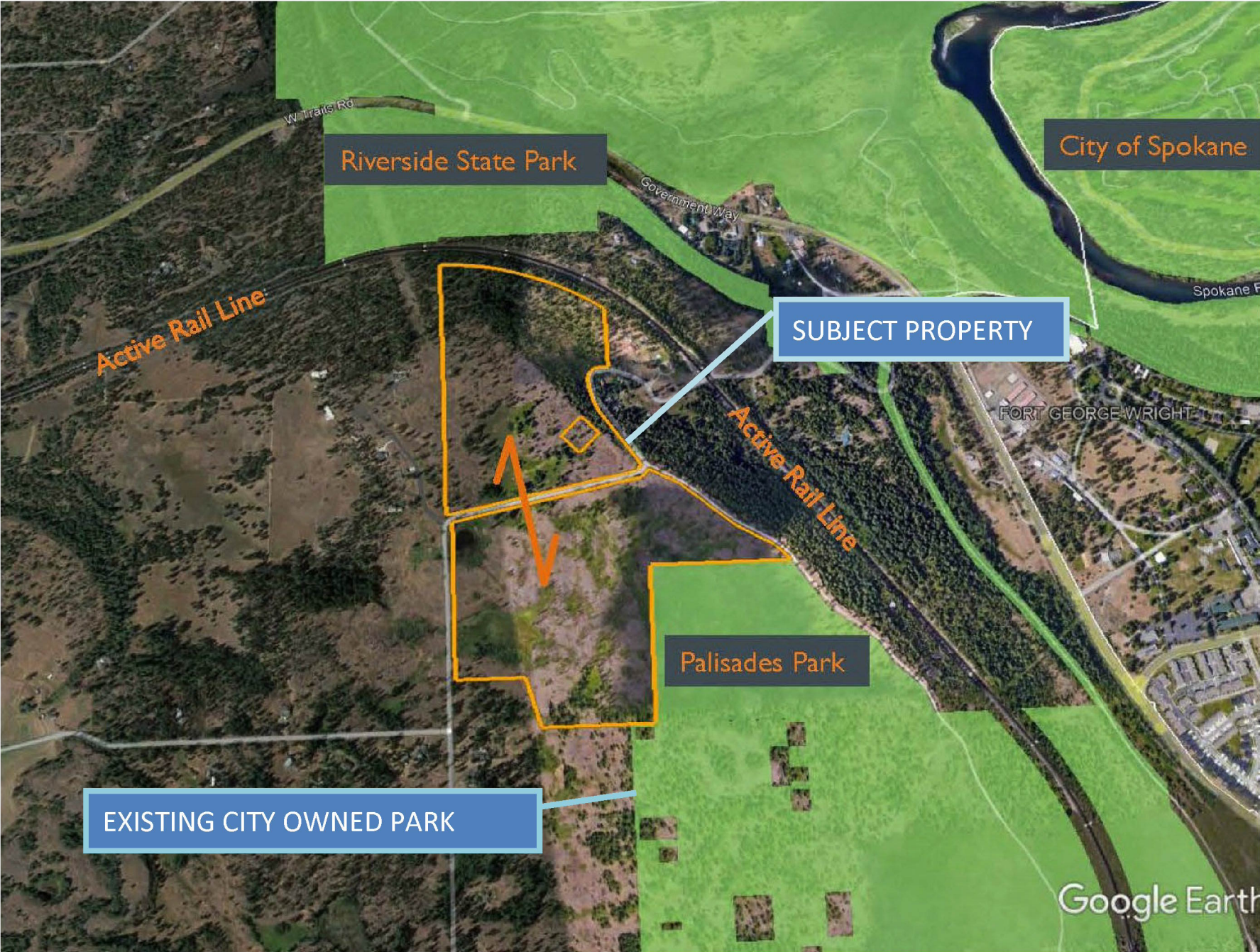
**Unanimously Approved by  
LEC 10/27/21**

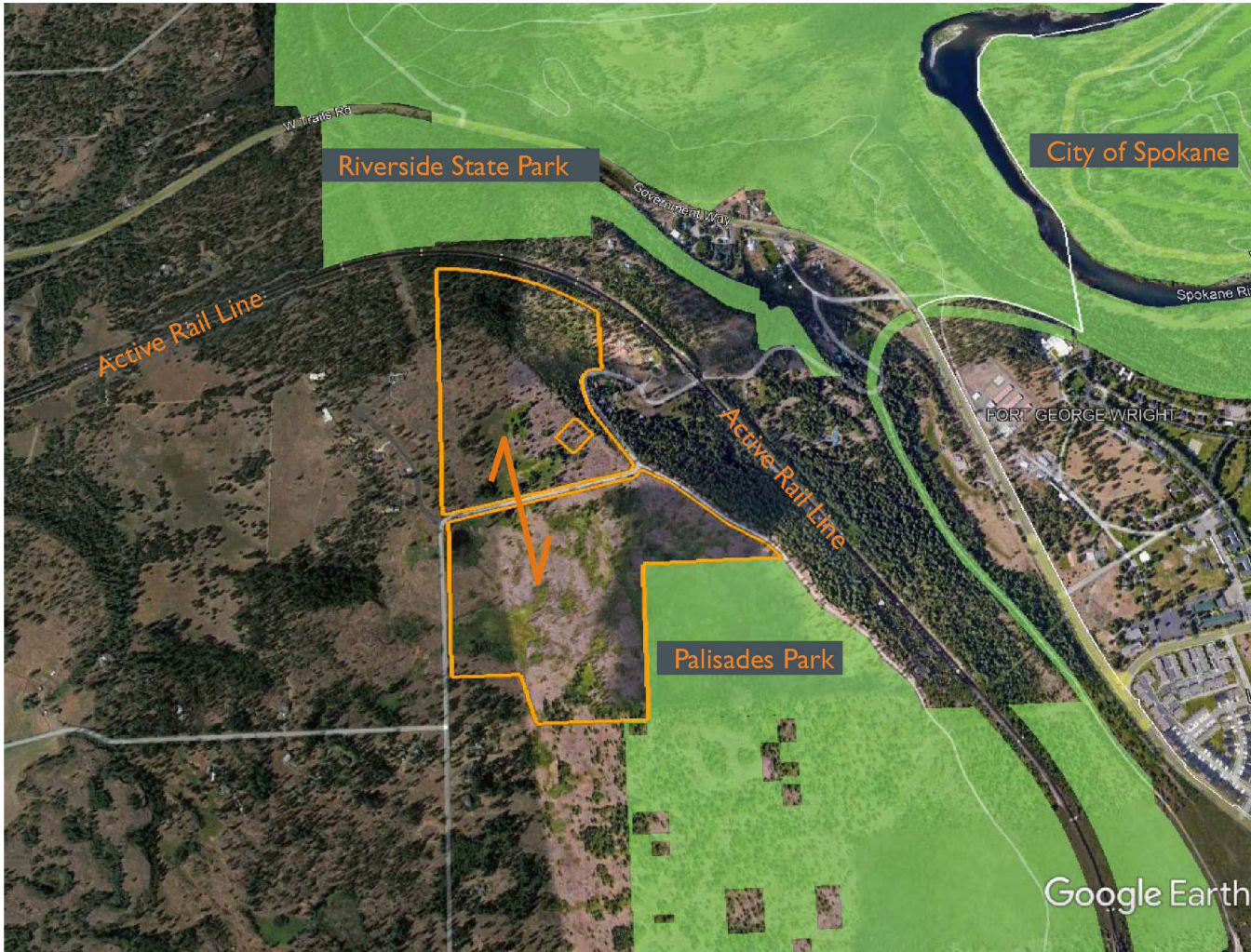


# PALISADES 06-21

**RANKING: #1**

# Palisades 06-21





## PALISADES 06-21

### Vital Stats

117.65 acres.

Expands Palisades Park.

Nearly connects with Riverside State Park.

Pledged \$50K-\$100K Stewardship Fund.

Preserves wetlands

Probable Ownership: City of Spokane

**RANKING: #1**

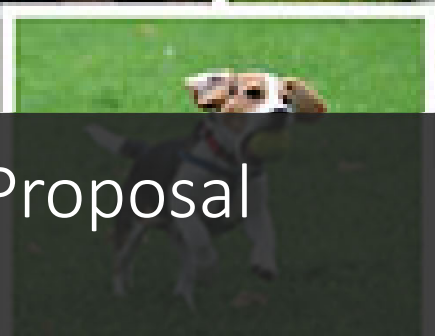
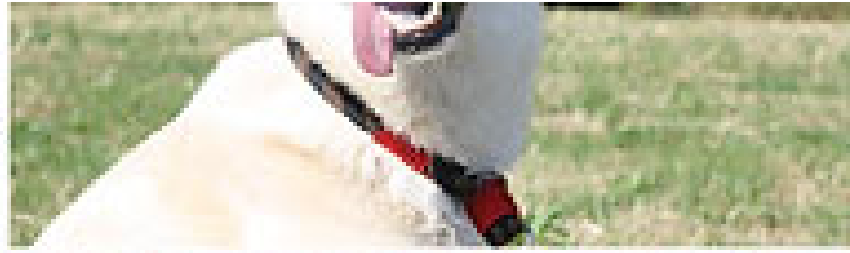
# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land		
<b>Committee meeting date</b>	May 4, 2022		
<b>Requester</b>	Jonathan Moog	<b>Phone number:</b> 625-6243	
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Spokane Humane Society Urban Dog Park naming proposal/Riverfront dog park		
<b>Begin/end dates</b>	Begins:	Ends:	<input type="checkbox"/> Open ended
<b>Background/history:</b>			
<p>The Spokane Humane Society donated \$250,000 to the Spokane Parks Foundation's Campaign for Riverfront Spokane towards the construction of the dog park. They were given naming rights as part of the donation agreement. They are requesting the name: Spokane Humane Society Urban Dog Park. From the Spokane Humane Society:</p> <ul style="list-style-type: none"> <li>• The SHS Board of Directors supported the decision to partner with the Spokane Parks Foundation for the vision of a dog park in Riverfront Park.</li> <li>• The timing and location were key factors in deciding to contribute 250,000 to the construction of the dog park.</li> <li>• The Spokane Humane Society celebrates its 125th anniversary of being the oldest, local, nonprofit in Spokane in June of 2022.</li> <li>• The original location of SHS was on the north side of the Spokane River, by the Flour Mill. SHS will have a renewed presence on the banks of the Spokane River near our original location and honors the original founders of the non-profit.</li> <li>• The contribution to the dog park is a way for the humane society to support our community and provide a healthy location for dogs and humans for socialization and exercise.</li> <li>• With the sizable gift, we want to share with our community our presence and with the changing landscape of Spokane becoming more urban, we believe the name "Spokane Humane Society Urban Dog Park" says what it is, and what it is meant for.</li> </ul>			
<b>Motion wording:</b>			
Motion to approve the name of the central Riverfront dog park the "Spokane Humane Society Urban Dog Park" for the life of the asset.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:		Email address:	Phone:
<b>Distribution:</b>			
Parks – Accounting			
Parks – Pamela Clarke			
Requester: Jonathan Moog			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	





# Riverfront Dog Park Naming Proposal

- Jonathan Moog, Director of Riverfront Spokane
- Land Committee
- May 4, 2022



# Background

## Spokane Humane Society Urban Dog Park

- Spokane Parks Foundation selected to facilitate the Campaign for Riverfront Park in 2017
- Park Board approved 6 Campaign projects in 2018 with an overall goal of \$3M
- Dog Park – Title Sponsorship goal \$250,000
- Spokane Humane Society answers the call and donated funds in 2021
- Park and Recreation Administrative Policy for Sponsorships, Donation and naming Recognition



# Spokane Humane Society

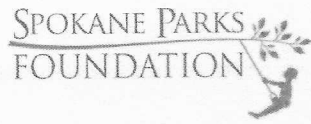
- Strong alignment with mission and values of City of Spokane Parks and Recreation
- Gift is intended to support our community by providing a healthy locations for dogs and humans to socialize and exercise.
- SHS has been part of our community for 125 years since 1897
- Their original location was adjacent to the Floor Mill. The proposed dog park location honors the founders and those beginnings.
- The proposed name identifies SHS contribution our community and for their donation is building a new facility.



Thank you

Questions

Comments



## **GIFT AGREEMENT FOR NAMING RIGHTS**

### **At the Urban Dog Park Riverfront Spokane in Spokane, WA**

The following sets forth agreement between the Spokane Parks Foundation ("Foundation"), located in Spokane, WA, and Spokane Humane Society ("Donor"). This agreement will be made part of the Foundation's records and filed with the Spokane Parks and Recreation Division of the City of Spokane, WA ("City"). It is intended as a guide to those who administer it.

#### **1. Gift**

The Donor, in consideration of *its* interest in the Foundation's Campaign for Riverfront Spokane, hereby gives to the Foundation the amount of \$250,000.00 which will be held by the Foundation until utilized by the Parks & Recreation Division for Riverfront Spokane and the stated purpose hereinafter set forth.

#### **2. Purpose**

The Donor's gift will be used to support the construction of the urban dog park. In honor of the Donor, in grateful recognition of the Donor's generosity, and in reliance upon this agreement, the Foundation and City agree that the urban dog park located in Riverfront Park located will be designated the TBD (the name of the Urban Dog Park) subject to the acceptance of the gift and approval of such naming by the Foundation and City according to their policies and procedures. It is understood that the Foundation will ensure recognition of the Donor is consistent with Foundation and City standards for donor recognition and fits with the esthetics and architecture of the space as well as the approved design elements for Riverfront Spokane.

#### **3. Schedule and Form of Contributions**

The Donor will make a one-time payment of \$250,000.00 on or before December 31, 2021.

#### **4. Recognition**

The name(s) of the donor(s) may be publicized in relation to this project. Separate and distinct from the room naming noted in Section 2 herein, the Donor agrees to be recognized in publications and gift society listings per Foundation and City standards unless otherwise noted below:

We wish to have my/our name listed as follows:

Spokane Humane Society

Naming rights shall exist for the useful life of the urban dog park. If the urban dog park is demolished, destroyed, or ceases to be used by the City or Riverfront Spokane, or in the event that the urban dog park is/are relocated or substantially renovated within a ten (10) year period of time, the Executive Director of the Foundation and the Director of Parks and Recreation Division for the City of Spokane (or his or her designate), shall work with the Donor, or the Donor's designee, to determine another appropriate form of recognition for the support provided by this gift.

If the entire gift amount is not received by the Foundation as agreed upon, the Foundation may, in its sole discretion, remove the Donor's recognition and offer the Donor an alternate naming opportunity appropriate to the total amount of the Donor's gift. Visual recognition of naming rights will adhere to Riverfront Spokane brand standards, including exterior and interior signage, wayfinding, logos, and all other representations of Riverfront Spokane's identity. Specific details regarding execution of public relations and media strategy will be handled in an addendum to the gift agreement for each gift, as appropriate.

**5. Contingency**

If at any time the Foundation and City determine that the honoree's activities reflect negatively on either entity's public image or are in material conflict with their mission or values, the Foundation and City will have the right to terminate naming rights.

**6. Tax Exempt Entity**

The Foundation represents that it is a qualified charitable organization under Section 501(c)(3) of the Internal Revenue Code. The Foundation's Federal Tax Identification number is 91-6033-504 and it is registered with the Secretary of State in the State of Washington.

**7. Applicable Law**

This agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed by each of the parties hereto. This agreement will be governed by and construed in accordance with the laws of the State of Washington.

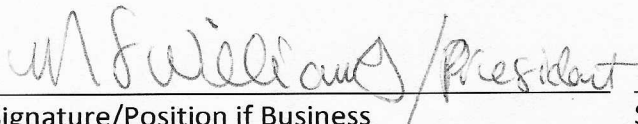
IN WITNESS WHEREOF, the Donor and representatives of the Foundation have executed this agreement on this the 17<sup>th</sup> day of December, 2021.

**THE BOARD OF DIRECTORS  
SPOKANE HUMANE SOCIETY**

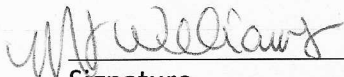
**THE BOARD OF DIRECTORS  
SPOKANE PARKS FOUNDATION**

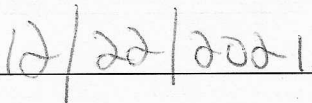
By: Melissa Williams

By: Amy Lutz

  
\_\_\_\_\_  
Signature/Position if Business

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

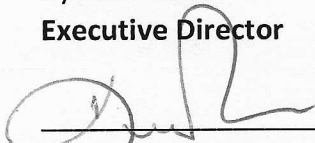
  
\_\_\_\_\_  
Date


**SPOKANE HUMANE SOCIETY**

**SPOKANE PARKS FOUNDATION**

By: Kim Morin  
**Executive Director**

By: Terri Fortner  
**Executive Director**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land		
<b>Committee meeting date</b>	May 4, 2022		
<b>Requester</b>	Fianna Dickson	<b>Phone number:</b> 6297	
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Candy Rogers Memorial Playground naming proposal/AM Cannon Park Playground		
<b>Begin/end dates</b>	Begins:	Ends:	<input type="checkbox"/> Open ended
<b>Background/history:</b>	Please see proposal letter from the family of Candy Rogers. Based on staff research, it does not appear the playground is currently named.		
<b>Motion wording:</b>	Move to approve the name of the playground at AM Cannon Park be the Candy Rogers Memorial Playground		
<b>Approvals/signatures outside Parks:</b>	<input type="radio"/> Yes	<input checked="" type="radio"/> No	
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
<b>Distribution:</b>	Parks – Accounting Parks – Pamela Clarke Requester: Fianna Dickson Grant Management Department/Name:		
<b>Fiscal impact:</b>	<input type="radio"/> Expenditure	<input type="radio"/> Revenue	
Amount:	Budget code:		
<b>Vendor:</b>	<input type="radio"/> Existing vendor	<input type="radio"/> New vendor	
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: _____	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		
Business license expiration date: _____			



Joanne Poss and Salliejo Evers  
14420 N Oxford Street, Nine Mile Falls, WA 99026  
816-878-7296  
severs@esd101.net  
April 22, 2022

**Garrett Jones, Spokane City Parks Director**  
808 W. Spokane Falls Blvd, Spokane, WA 99201

Garrett,

In March 1959, Candy Rogers, 9 years old, was abducted and later found in the woods outside the city. She was the first child to lose her life in such a horrific way in Spokane, WA. Years later, one of the positive outcomes of her tragedy and related effects resulted in a WA State Crime Lab in Spokane which would help solve cases for families across the region.

Candy's childhood home stood where Petit Drive is now located, near the playground at A.M. Cannon Park and the West Central Community Center. We are Candy's closest surviving relatives living in Spokane. My mother, her cousin, spent her childhood with Candy and remembers the trauma and despair as additional lives were lost in the search to find her. However, what my mother remembers most is Candy's beautiful smile and kindness.

We have met the family of the man who took her life, and a beautiful relationship has grown in place of the sadness. Together, we would like to remember Candy, in a way that can bring happiness and light to others; families and children, and that she not be forgotten. She may have changed the world but her life was taken before she had a chance. Her positive impact is still possible. What happened to Candy is a tragedy, but rather than remember her for her loss, we hope to create a memorial that celebrates her life and those who worked tirelessly to find her, and until just recently, solve her murder. Our desire is that families celebrate and protect their children, and have a safe place where they can play. We would like to propose that the playground at A.M. Cannon Park be named in Candy's honor: The Candy Rogers Memorial Playground.

Warm regards and thank you for your consideration,

Joanne Poss and Salliejo Evers

10/27/17

**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 26 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 div 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>
<b>Expenditure:</b>	
0 _____	_____
_____	_____
_____	_____
_____	_____
<b>Revenue:</b>	
0 _____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Existing vendor

New vendor – If so, please include vendor packet

**Supporting documents:**

Quotes/Solicitation (RFP, RFQ, RFB)

W-9 (for new contractors/consultants/vendors) ACH Forms

Contractor is on the City's A&E Roster City of Spokane

(for new contractors/consultants/vendors) Insurance

Spokane Business registration expiration date: \_\_\_\_\_

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

## TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DIVISIONS/DEPARTMENTS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 GUIDING PRINCIPLES
- 7.0 RECOGNITION OF SPONSORSHIPS AND GIFTS
- 8.0 NAMING OF A PARK, FACILITY OR FEATURE
- 9.0 MEMORIALS, PLAQUES AND TRIBUTES
- 10.0 PLANNING AND FULFILLMENT
- 11.0 TERMINATION
- 12.0 RESPONSIBILITIES
- 13.0 APPENDICES

### 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,

- 8.2.7.3 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

10/25/2017  
Date

\_\_\_\_\_  
Director of Parks and Recreation

[Signature]  
Date

Attest:

Yvonne [Signature]  
Spokane City Clerk (10/27/17)



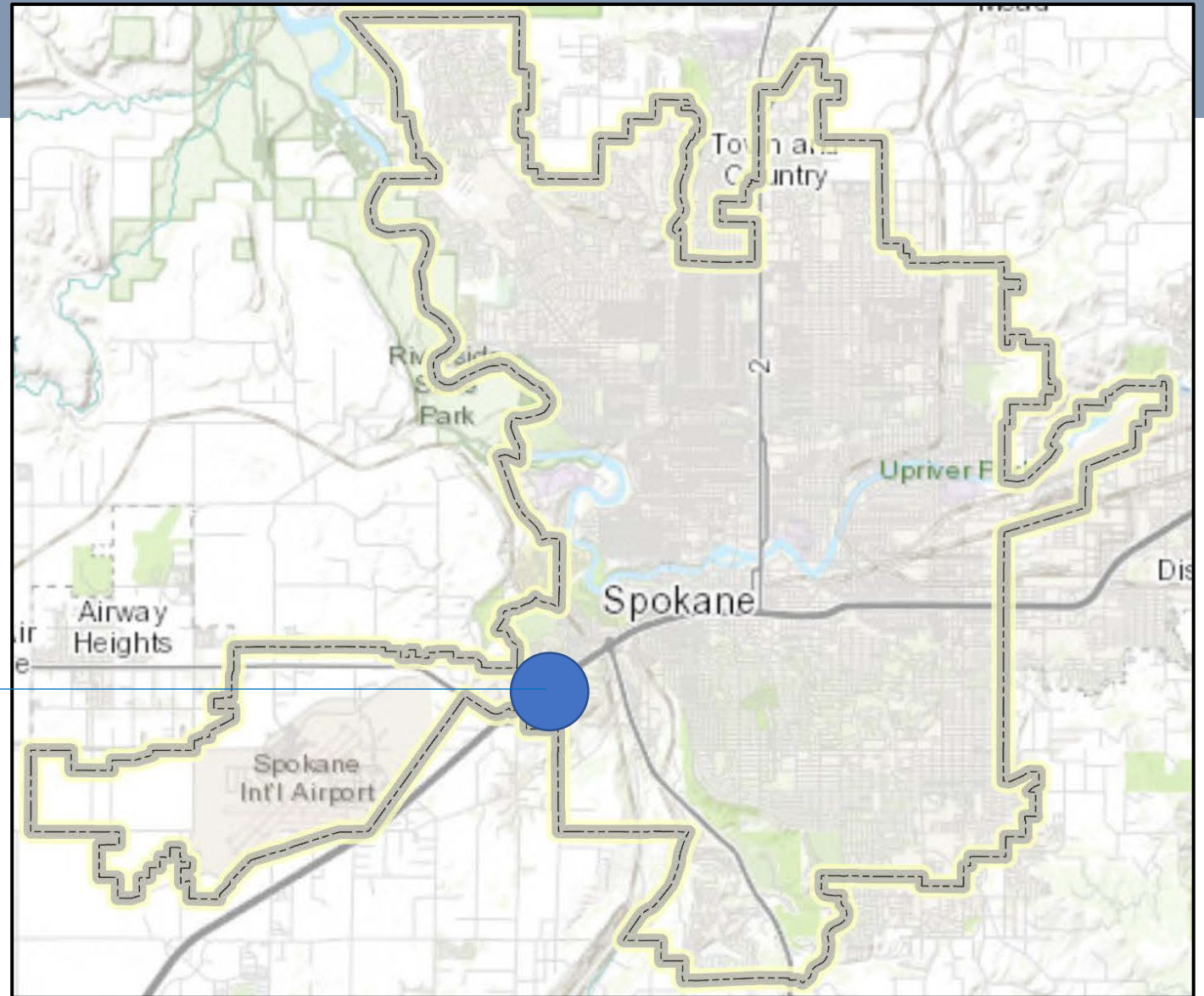
# Grandview Park

## *-Right-of-Way Vacation Briefing-*



# Park Location

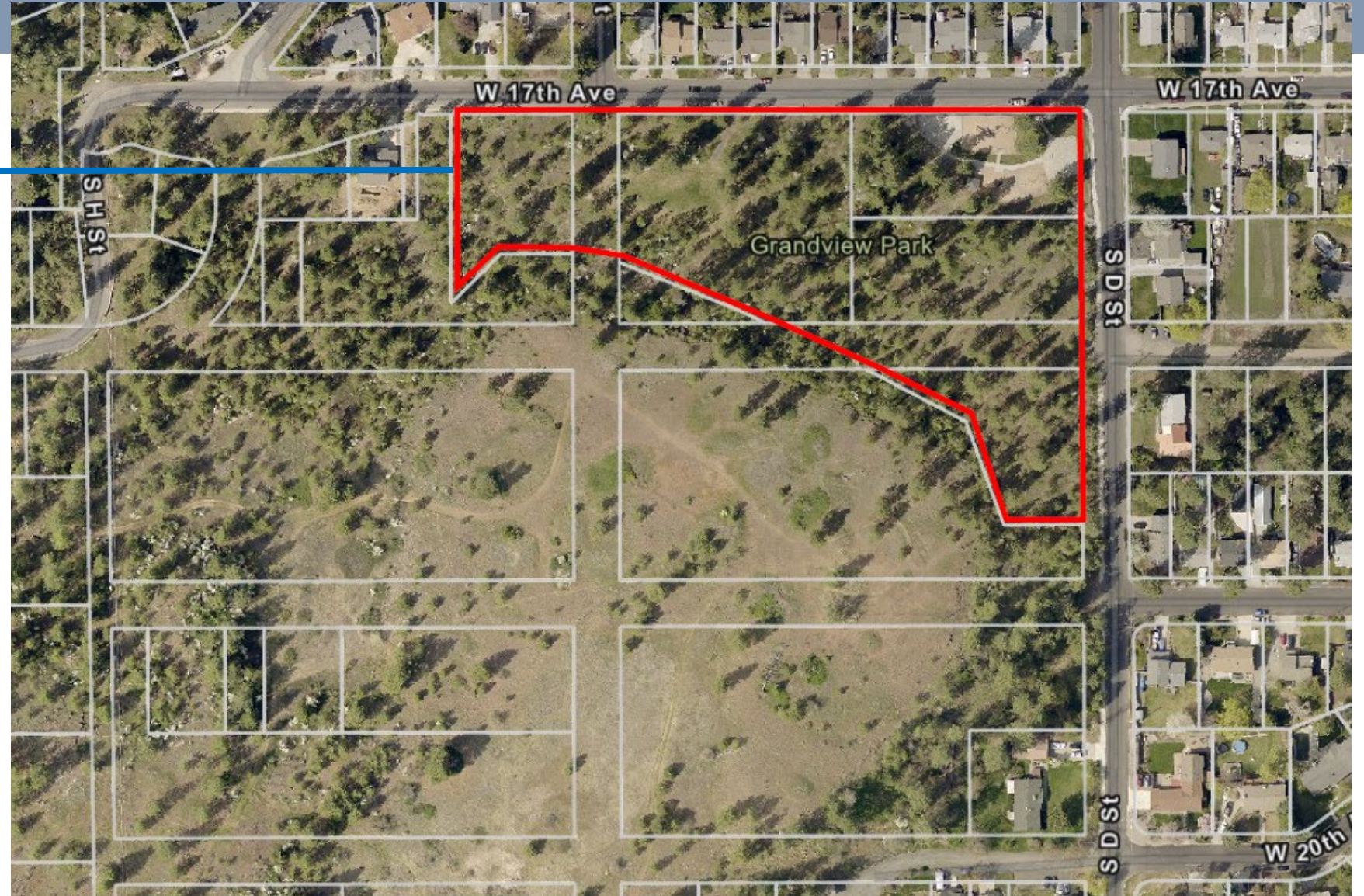
Grandview Park





# Existing Park land

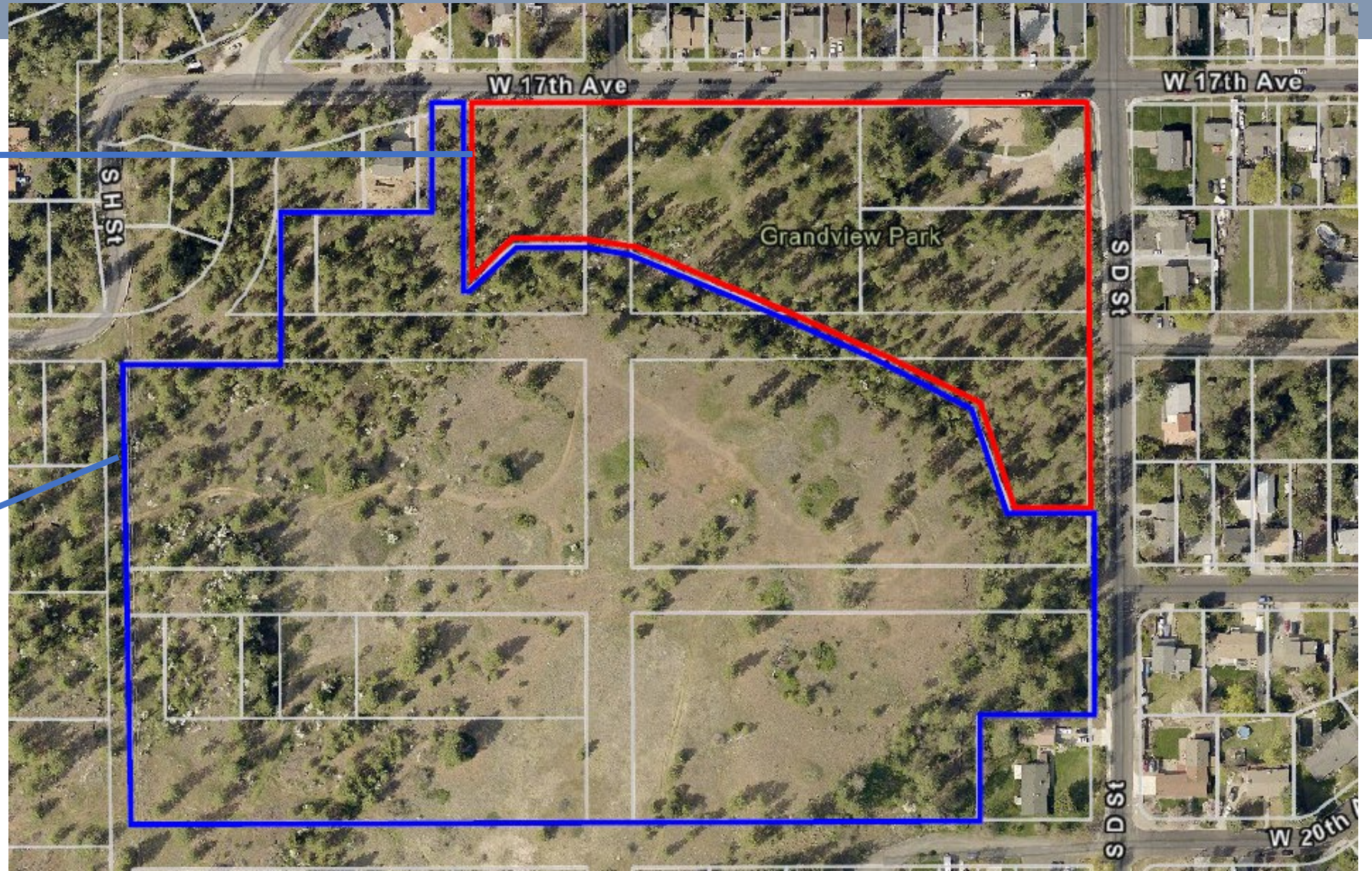
EXISTING PARK  
PROPERTY



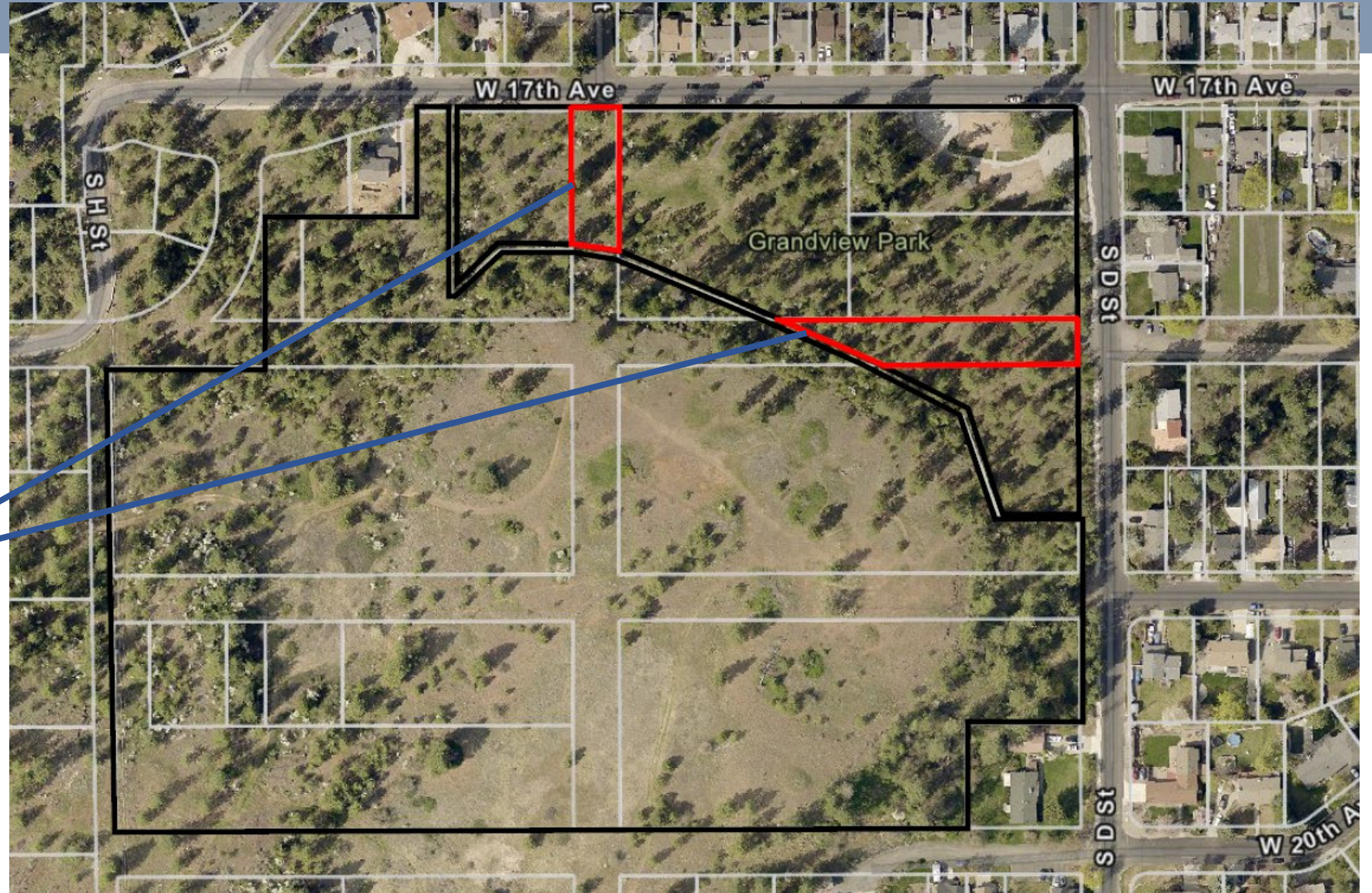
# Proposed Development

EXISTING PARK  
PROPERTY

PROPOSED PRIVATE  
DEVELOPMENT

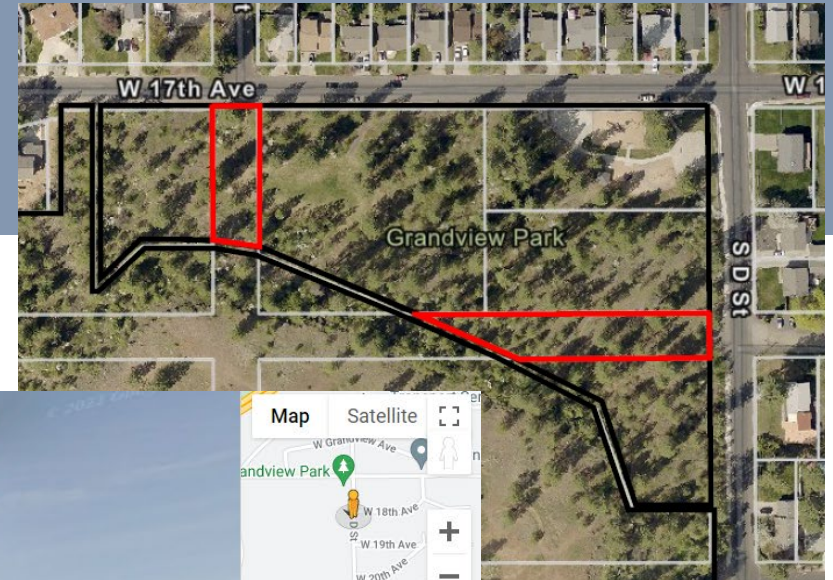


# Proposed Development

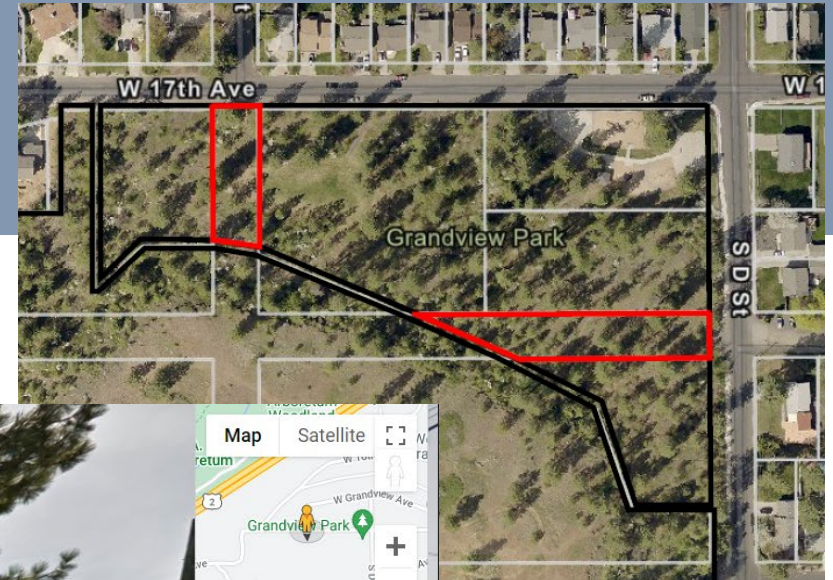


RIGHT-OF-WAY  
WHICH MAY BE  
VACATED

# Proposed Development



# Proposed Development



# Impacts

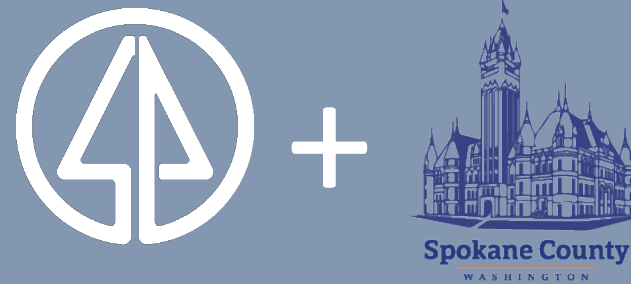
- No future roadways, utilities, or other 'non-park' development permitted.
- After Vacation, former ROW can be 'aggregated' with adjacent park land.
- Parks may be required to finish sidewalk @ 'D' street to secure vacation.
- If no vacated, future public road construction may still be possible.



# Thoughts & Questions?



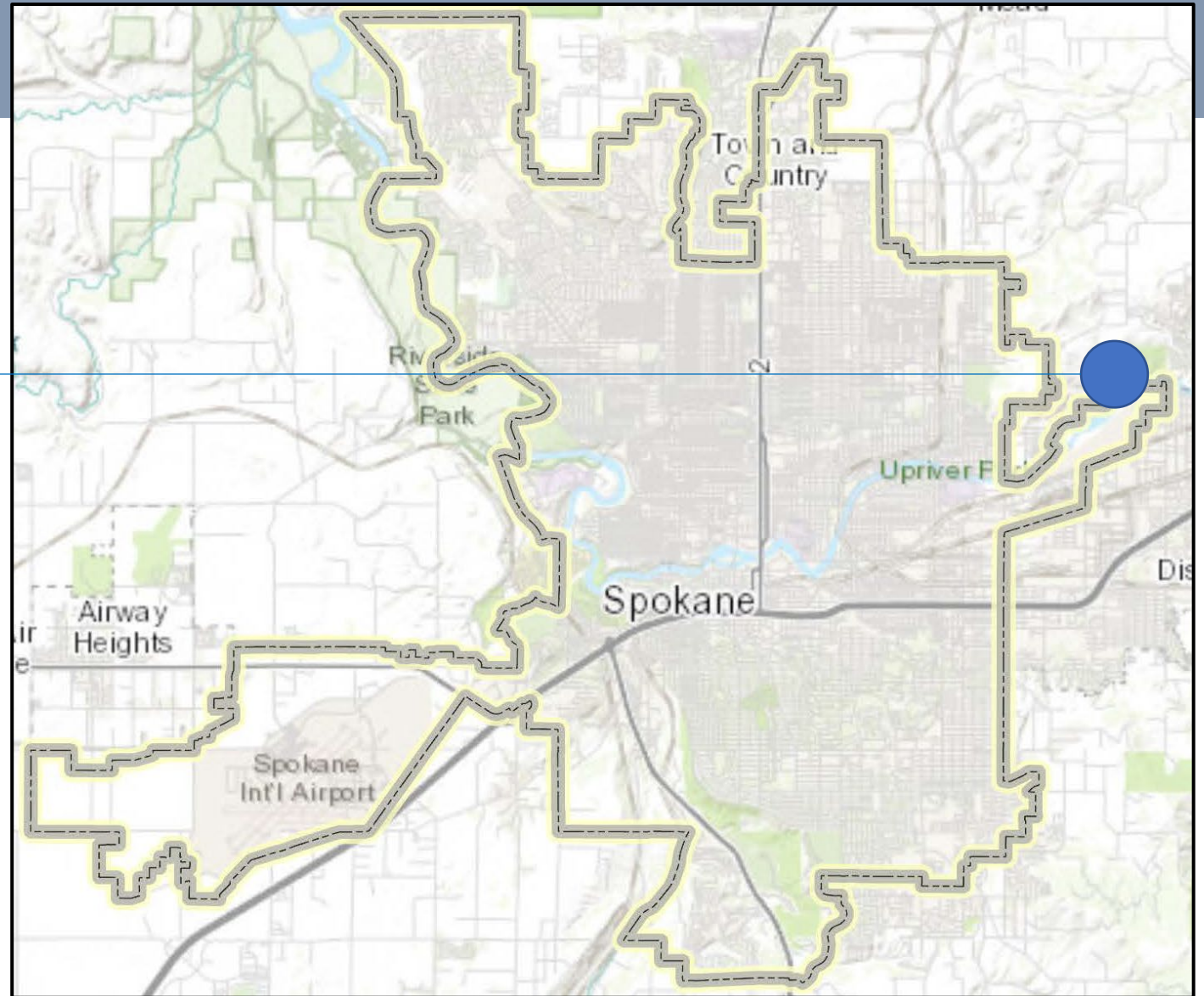
# Shields Park Interlocal Agreement *-Land Committee Briefing-*





# Park Location

Shields Park (Beacon Hill)

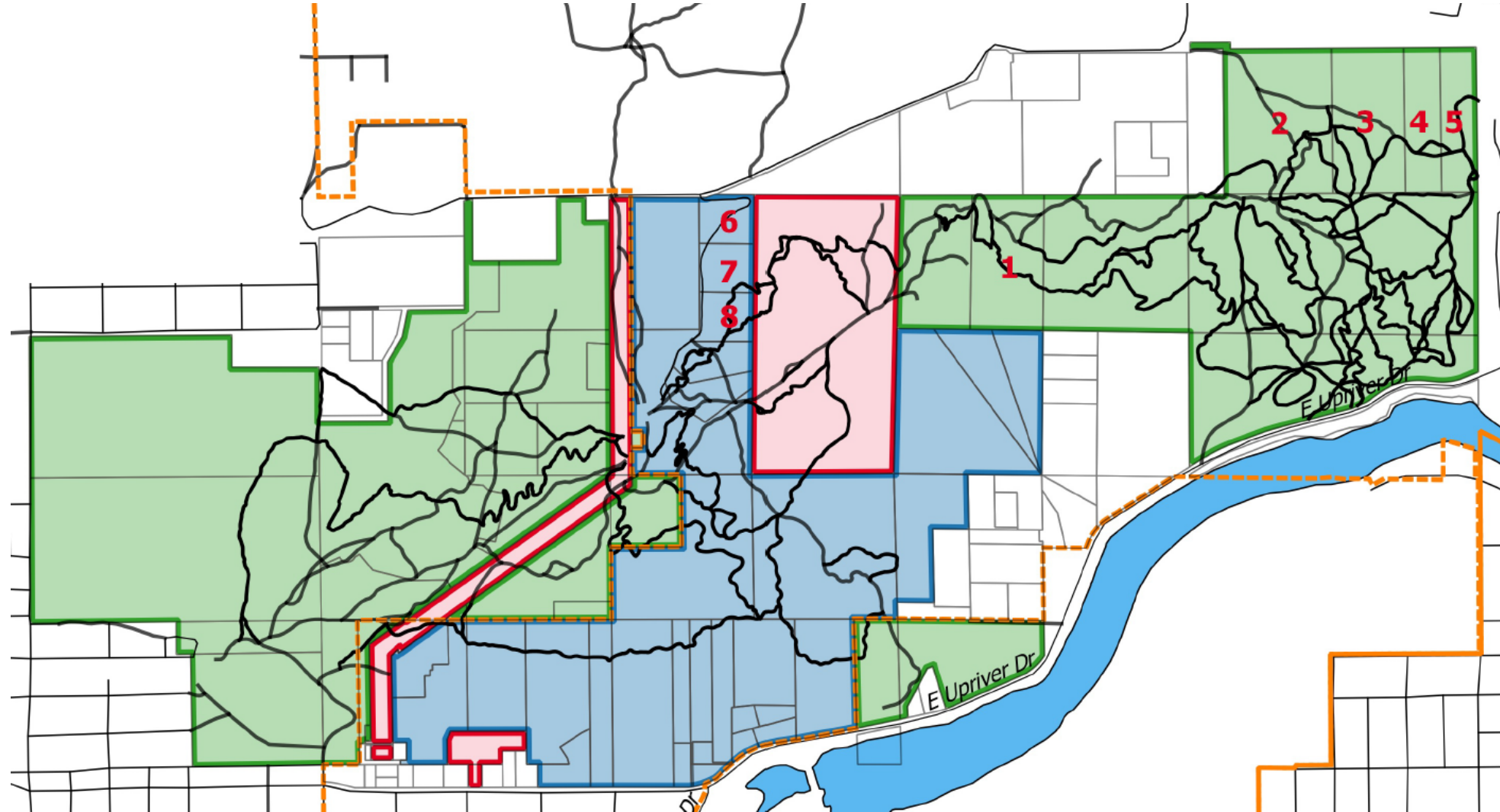


# Park Location



# Park Location

- ▶ BLUE = COUNTY
- ▶ GREEN = CITY



# SHIELDS PARK



5698 E Upriver Dr  
Spokane, Washington  
[View on Google Maps](#)

Map Satellite

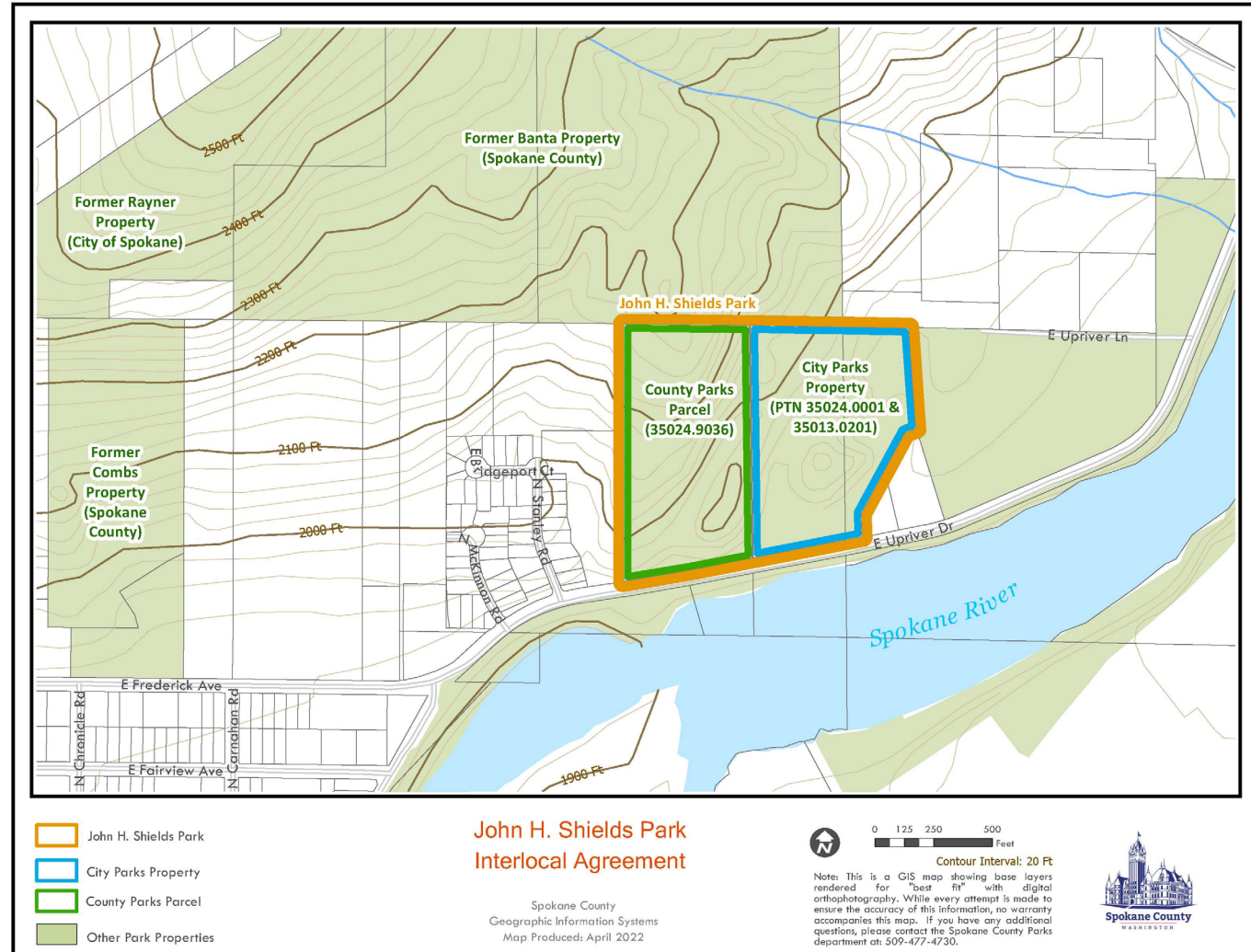
Minnehaha  
Shields Park  
John H. Shields Park  
Shields Park  
Shokane River

Map data ©2022 Terms of Use

# Current Conditions

## Shields Park

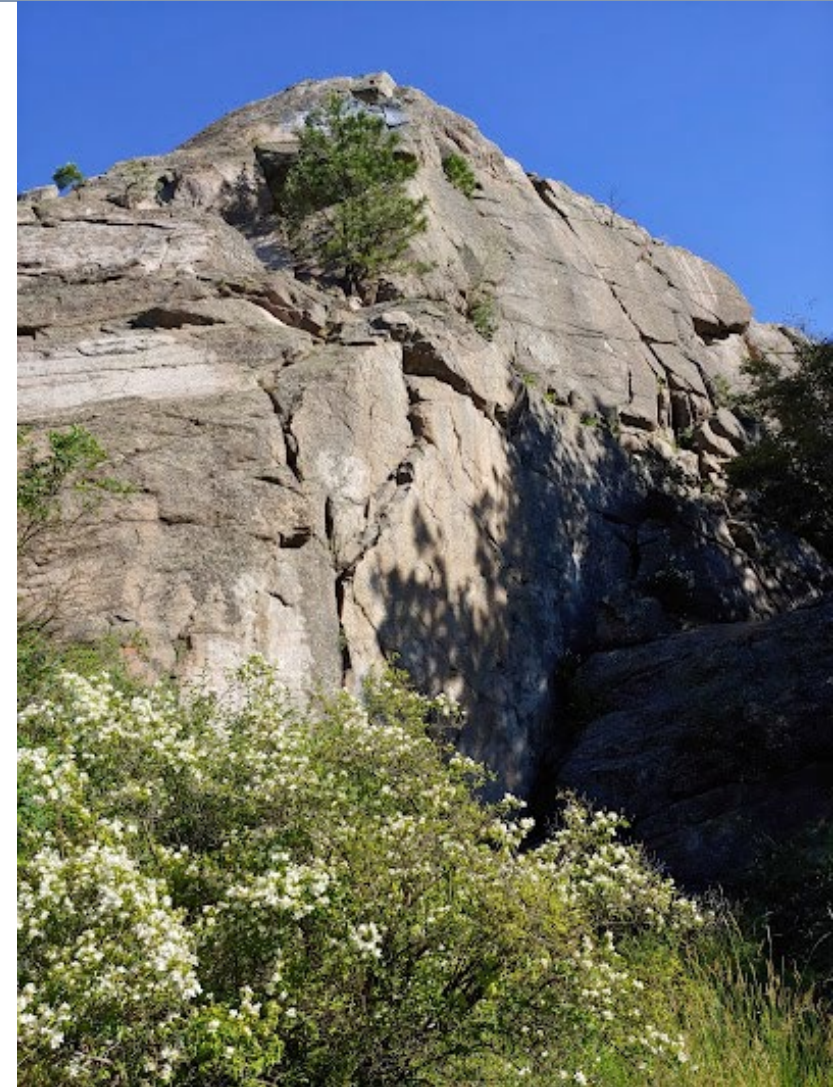
- ▶ On Both County & City Land
- ▶ County Maintains Entire Area
- ▶ No Formal Agreement
- ▶ Need for Interlocal Agreement



# Proposed Agreement

## Draft Terms

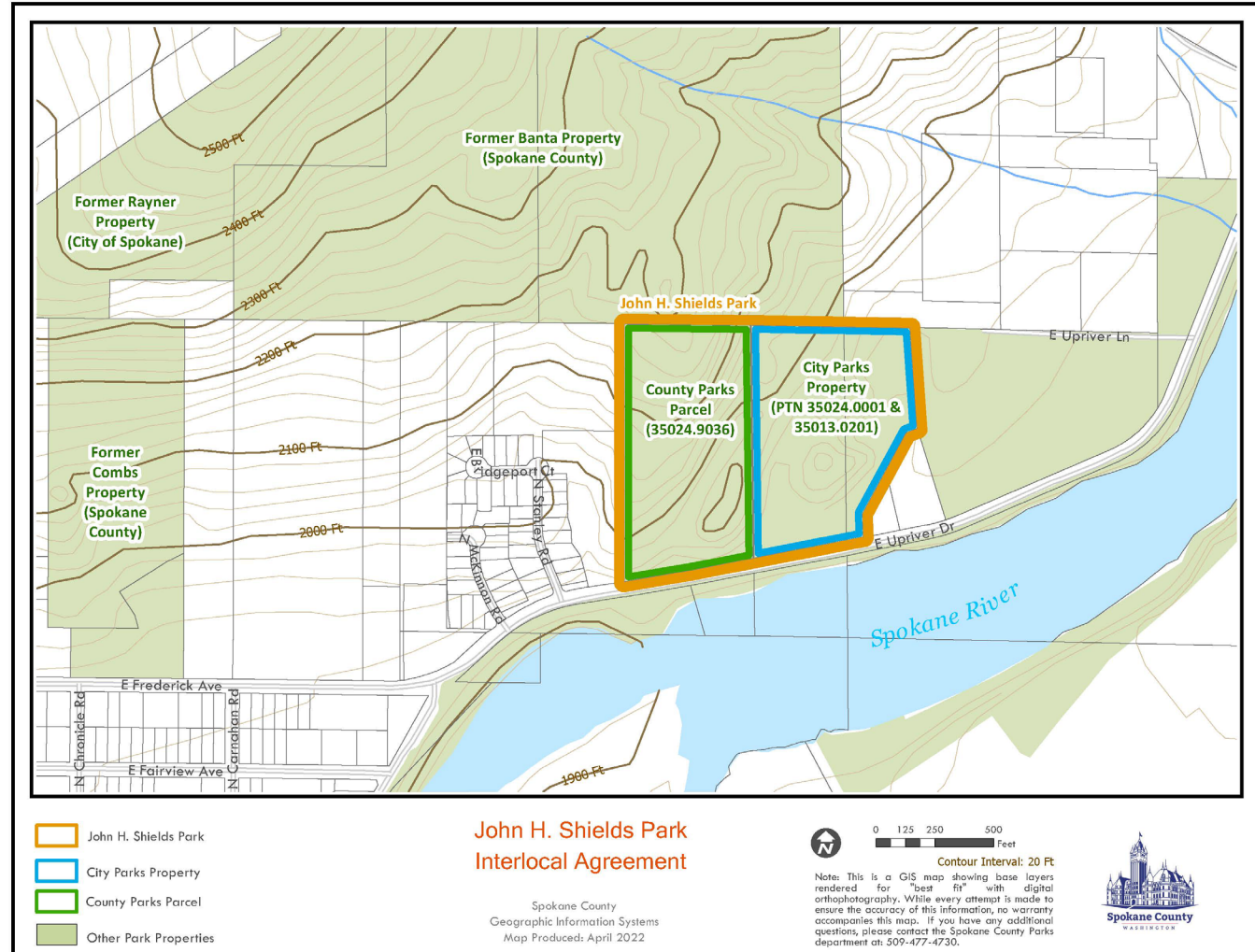
- ▶ County Remains responsible for M&O, inc'l City Land
- ▶ 25 Year Term
- ▶ County permitted to improve City land
  - ▶ Parking lot expansion
  - ▶ Electrical
  - ▶ Wayfinding / Signage System
  - ▶ Outdoor Recreation



# Proposed Agreement (continued)

## Draft Terms (continued)

- ▶ City Parks Director must approve modifications over \$20k value
- ▶ Assets on City land become City property



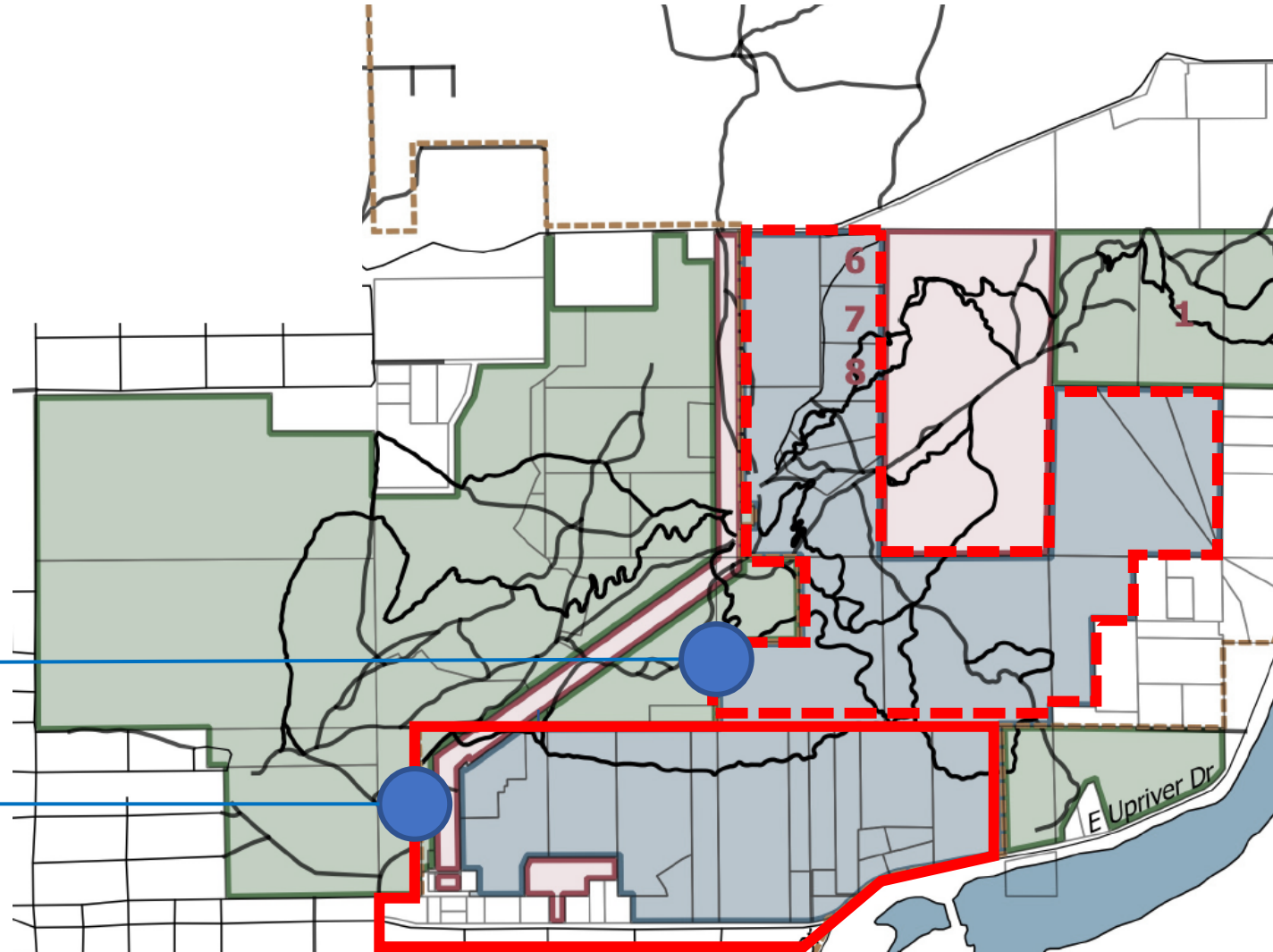
# Proposed Agreement *(continued)*

## Future Annexation Clause

- ▶ If City annexes UGA containing County lands...
- ▶ ALL Make Beacon Hill Public County Owned Land convert to City Ownership.

County land proposed  
for transfer

Current UGA Area





# Thoughts & Questions?





**Urban Zipline  
Information Sheet**  
Updated: April 22, 2022

### Overview

- An urban zipline is being considered between Place of Truths Plaza (CSO #26) and Redband Park
- It would be intended to positively activate Riverfront Park, Redband Park and downtown, and build economic strength and vitality for downtown and the region
- It would also be intended to serve as a catalyst for recovery of tourism, conventions and trade shows to Spokane, and appeal to teens and young adults
- Income could help offset costs of Redband park and plaza maintenance
- Park Board provided a letter of support for exploring the concept, with details provided in the minutes of their [January 22, 2021 study session](#).
- City Council is discussing a Resolution supporting the continued project planning for a Downtown Zipline at their PIES committee on April 25, 2022.

### Project model

- The concept is a partnership with a private company to be selected through a competitive process.
- The chosen vendor would design, permit, fund and operate the Downtown Zipline. They would carry the insurance, and also be required to donate a negotiated amount of free tickets for charitable organizations and low income/underserved youth.
- The City would lease the property to the partner and share in the profits, (percentages of profit sharing to be negotiated). The City would likely require a 10-year contract.

### History

- A zipline was a concept in the Riverfront Park Master Plan
- A few years ago, Engineering Services explored the option of the zipline being part of the downtown CSO project, but City capital funds were not available.
- Avista Utilities recommended the current proposed site as to not interfere with the Federal Energy Regulatory Commission (FERC) license.

### Location and configuration

- The proposed departure site would be at the far eastern side of the Place of Truths Plaza (CSO #26) located just north of the Downtown Library.
- The zipline landing would be at Redband Park in Peaceful Valley.

- This would involve a 1,400-foot cable over the river which would run under the southern main arch of the Monroe Street Bridge.
- It would be a dual line which allows two people to ride at the same time on two separate cables.

### **Stakeholder Outreach**

- Stakeholder outreach was completed, and stakeholders will participate as a community working group to develop a request for proposals and select potential vendors.
- Community organizations, including the Peaceful Valley Neighborhood Council, Riverside Neighborhood Council, Visit Spokane, Spokane Park Board, Spokane Youth Baseball, Downtown Spokane Partnership, Spokane Indians Baseball Club, Spokane Hotel/Motel Association and Avista Utilities have submitted support for exploring the project.

### **Current status**

- City staff has completed an initial evaluation of constructability and permits; confirmed zipline departure/landing sites; assessed a level of support from private partners, community, stakeholders and users; completed general research; and collected information to guide the potential Request for Proposal.
- Private partner selection would be conducted through the City's competitive process and guided by a community working group.

### **Anticipated next steps**

- Convene a community working group
- Request for Proposals
- Selection process
- Contracting approvals
- Design/Build validation, permitting
- Construction