



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

3:30 p.m. Wednesday, Jun. 05, 2024
Hybrid in-person and WebEx virtual meeting
Al Vorderbrueggen – Park Operations Director

Committee members

X Greta Gilman – Chair (left 4:30)
X Hannah Kitz
X Sally Lodato
X Kevin Brownlee
X Doug Kelley

Parks staff

Al Vorderbrueggen
Carl Strong
Nick Hamad
Mike Light
Fianna Dickson
Angel Spell

Guests

Chip Overstreet
Craig Volosing

SUMMARY

- The committee passed the following action items which will be presented to the Park Board for consideration and approval:
 - Cameron-Reilly LLC. Underhill Park Sport Court renovation construction contract (\$628,383.00 including tax) – consent agenda item
 - Spokane Hoopfest Association Underhill Park Sport Court Contribution Agreement (\$85,000 revenue) – consent agenda item
 - AHBL, Inc Engineering/landscape architecture consultant agreement for High Bridge Dog Park (\$50,150.00 non-taxable service) – consent agenda item
 - Darren Chu Pedestrian access easement / Grant Park – consent agenda item

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. Jul. 03, 2024. (TBD)

MINUTES

The meeting was called to order at 3:31 p.m. by committee chair Greta Gilman.

Public Comments: None

Action items:

1. [Cameron-Reilly LLC. Underhill Park Sport Court renovation construction contract \(\\$628,383.00 including tax\)](#) - Mike Light
 - a. Mike stated the old basketball courts will be replaced and the tennis courts will be replaced by two new pickleball courts. Mike advised the asphalt on the old basketball courts are cracked and uneven, hoops need replacing and fence is outdated. The tennis court is currently out of service with no net, missing lines, cracked asphalt and debris, and fencing is irreparable. The Park Board approved authorization to seek an RCO grant from Washington State in 2022. Underhill Park is an under-resourced park in a high social and environmental equity zone. Several of the objectives and goals from the Master Plan directly related to the Sports Court Renovation project, including recreation trends and park use, such as Pickleball, and supporting ADA Accessibility with sidewalks, wheelchair ramps, and wider gates to the pickleball courts. Several beautiful tall fir trees outside the courts will provide shade and density for a sound barrier. The new basketball courts will be regulation size, with hoops at least 8ft from the edge of the court line to the fence. An adjacent open space will also be preserved for picnicking and other activities per community request.
 - b. Five bids were received from local contractors with Cameron-Reilly bidding the lowest. The base bid includes everything except lighting and fencing. Alternative one is for the lighting, which will provide overhead site lighting (six light poles by the basketball courts and two lights by the pickleball courts) and replace three poles. The lights will be on a timer and have photocells that will allow them to dim down when the courts are not in use. Alternative two is for the fencing, replacing the chain link fence with a more ornamental fence. Chain link fencing is included in the base bid, but does not have the longevity, durability or aesthetics of the ornamental fence proposed in Alternate 2. The total for the base bid and two alternatives is \$628,383. Construction is scheduled to break ground August 12, 2024, and should be fully open in Spring 2025. Project funding will be reimbursable grants, with \$330,000 coming from RCO and \$85,000 from Hoopfest (in conjunction with No-Li and Dicks Sporting Goods), for a total of \$415,000, with the remaining funds coming from Park Capital.

Motion #1 – Greta Gilman moved to recommend the Cameron Reilly Underhill Park Sport Court renovation construction contract (\$628,383.00 includes tax)

Sally Lodato seconded. The motion passed unanimously (5-0 vote)

The committee agreed to present this recommendation as a consent agenda item on the June 13 Park Board meeting agenda.

2. [Spokane Hoopfest Association Underhill Park Sport Court Contribution Agreement \(\\$85,000 revenue\)](#) – Nick Hamad

Nick shared that Hoopfest is providing \$85,000 toward the Underhill Park Sport Court renovation. \$20,000 from a private donation from No-Li and \$65,000 from a LISC Grant from Dick's Sporting Goods. Hoopfest will handle all the paperwork for the grant and will be responsible for close out compliance with the donors. Requirements of the contribution are that the court design include (2) basketball and (2) pickleball courts, that the project be substantially completed by Dec. 1, 2024 with a recognition plaque or installation placed on site to recognize the donors. Hoopfest will not get any ownership rights to the facility. Parks will provide maintenance of the facility.

Motion #2 – Greta Gilman moved to recommend the Spokane Hoopfest Association Underhill Park Sport Court Contribution Agreement (\$85,000 revenue).

Kevin Brownlee seconded. The motion passed unanimously (5-0 vote).

The committee agreed to present this recommendation as a consent agenda item on the June 13 Park Board meeting agenda.

3. [AHBL, Inc. Engineering/landscape architecture consultant agreement for High Bridge Dog Park \(\\$50,150.00 non-taxable service\)](#) – Nick Hamad

- a. Nick advised several meetings were held with the public regarding improvements for the Regional Dog Park at High Bridge Park with tremendous positive feedback. The goal is to improve the function, capacity, and experience of the facility. Some of the improvements will include a new entry drive, paved parking, an ADA accessible area for large dogs, and a dedicated in/out entry area and improvements to the upper dog area. Nick said they have been working with AHBL, Inc. for some time on dog parks. He advised they remain the experts locally on the construction of this type of facility and they would like to contract with them to do the construction drawings. He also noted, per an agreement with Spokane Public School District #81, Parks would fund the design of the dog park, and District #81 would fund all the capital improvements.
- b. Greta asked if parks was always going to pay for the design portion of the project. Nick advised per the MOA with Spokane School District #81 parks was to pay for the planning and design and the school district would pay for the building of the project.
- c. Kevin asked if the Fish Lake trail connection would come through the park. Nick reported the Fish Lake trail will come through High Bridge Park just south of the dog park and the new proposed parking area.
- d. Doug asked about water for dogs. Nick advised they will be replacing the old water service from the 1950's with a new potable water service. It will come with a combination fountain for both people and dogs. Each dog area will have a dedicated combination fountain.
- e. Doug asked if cameras will be put up to monitor the area. Nick advised cameras have not been used in the past within park spaces unless we have resources available to monitor those cameras. He indicated they are building in provisions which would allow for the installation of cameras in the future. There has been positive feedback from citizens since the Park Rangers began roving the High Bridge area, as well as the level of maintenance being done to the area since Park Operations took over from Spokanimal.

Motion #3 – Greta Gilman moved to approve the AHBL, Inc. Engineering/Landscape Architecture consultant agreement for High Bridge Dog Park (\$50,150.00 non-taxable service)

Sally Lodato seconded. The motion passed unanimously (5-0 vote).

4. [Darren Chu pedestrian access easement / Grant Park](#) – Nick Hamad / Chip Overstreet

- a. Nick presented the pedestrian access easement for Grant Park. He advised there is a vacant building at the southwest corner of the park property where tenant Chip Overstreet has been doing improvements for a restaurant. Development requirements include two points of fire access/exits. The back door of the establishment opens out to Park property, requiring a patron access easement. In addition to benefitting the applicant, it would provide fire egress for

the adjacent business in order to allow more than 49 patrons. The egress area will be available to both public and business patrons and will benefit the park by transforming a derelict building into two active businesses. The applicant for the easement is requesting the easement be perpetual. The applicant would provide tree work, access, and maintenance for the easement area as compensation for the easement. The alternative use on Park property would be an access easement across park land for pedestrians and bikes.

- b. Greta inquired as to the location of the tree which is to be maintained. Nick and Chip advised the tree is planted on parks property, and the branches from the tree extend over onto their property. She also asked if the public will be able to use the easement area to exit to the street. Chip advised they would be able to access the easement area but not exit out to the street as the area going to the street is private property and is gated. Greta also asked if Parks would be receiving landscape maintenance in exchange for the easement, to which Nick affirmed. Chip also stated there would be dramatic beautification of the area adjacent to the park.
- c. Doug asked if the concrete pad area would add value to the restaurant and allow for them to having seating, events etc. Chip advised they have committed to not putting anything on the concrete pad. Nick also advised the agreement says no furnishings or obstructions can be placed on it.
- d. Al Vorderbrueggen asked Chip if they must claim a portion of the parking lot for the occupancy. Chip advised no, as there is parking in the neighborhood.

Motion #4 - Greta Gilman moved to recommend the Darren Chu Pedestrian access easement / Grant Park

Kevin Brownlee seconded. The motion passed unanimously (5-0 vote).

Chip asked if he could make an appeal to the committee regarding a topic semi related to the discussion. Greta said if it was semi related, he could. Chip said there has been discussion about expanding the parking lot and said he thinks it would be fantastic if the parking lot was expanded and a 2 hr. time limit was implemented to deter people from nearby businesses from parking there all day and would allow parking for people visiting the park. Nick advised when the park levy comes to vote, one big project would be a major overhaul of Grant Park.

Discussion Items:

1. [Palisades Parcel Acquisition](#) – Craig Volosing (Friends of Palisades Park)
 - a. Al introduced Craig Volosing. He advised Craig is a long-time neighbor of the park and has been a friend and advocate for the park for many years.
 - b. Craig gave a presentation on potential Palisades acquisition opportunities. Craig advised the Friends of Palisades Park has worked with Parks since 1982/1983 when they first helped clean up the park.
 - c. Areas of expansion in the park include:
 - In 1992, the 2nd Conservation Futures acquisition was made which added 8 ½ acres to Greenwood/Rimrock area.
 - Gil Baker donated 30 acres, which became the next addition north of the park.
 - Another 30 acres was added through Conservation Futures purchase.
 - The most recent addition of 130+ acres runs to the Burlington Northern Railroad and across Houston Rd.
 - d. He advised it took 30 years to complete these areas of expansion. Another step in expanding and enhancing Palisades Park would be the acquisition of six ten-acre parcels adjacent to the park. He shared one of the current parcels has a wetland area displaying camas flowers and bitter root, which he said are a precious, rare flowers in the area. Additionally, old growth

Ponderosa pines, habitat for wildlife, and many native plants, and geological features including Mema Mounds are featured. He advised a professor of Botany at EWU often takes students to Palisades Park.

- e. Craig would like to start the process to have the Parks Department and Park Board formally support the final steps of expansion so Friends of Palisades can pursue funding for the purchase of the properties. He said they would use the same process they used for Rimrock to Riverside. Potential funding sources include Conservation Futures, grants, foundations and corporations or charitable donations.
- f. Kevin indicated the committee had previously supported expansion of Palisades Park and asked what the committee was being asked for at this time. Sally said she is in favor of the expansion of Palisades Park but is unsure what Parks could provide. Craig advised if the committee and Park Board sees value in adding the additional parcels, the Friends of Palisades will assist with the acquisition.
- g. Craig will make a request to bring a specific request for a statement of support to the committee at a future committee meeting.

2. [Park Equipment Lease](#) – Carl Strong / Al Vorderbrueggen

Carl advised there are numerous aging pieces of grounds equipment needing replacement. The last time a request to replacement aging equipment was brought to the committee was in 2021. The last time a piece of equipment was purchased was 2018. The top priority is for a mower for the Sports Complexes. The immediate needs cost is \$251,000 and the total equipment need is \$975,000. Potential funding sources include a user equipment fee that would be implemented in 2025 if approved, a new large lease, or from the annual operating budget.

Standing Reports - None

Adjournment: The meeting was adjourned at 4:59 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. Jul. 03, 2024. (TBD)

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: 06/05/2024	
Requester	Nick Hamad	Phone number: 509-363-8255	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B, Obj 1	Master Plan Priority Tier: (pg. 171-175)	Second Tier
Item title: (Use exact language noted on the agenda)	Cameron-Reilly, LLC. / Underhill Park Sport Court renovation construction (\$628,383.00 including tax).		
Begin/end dates	Begins: 06/13/2024	Ends: 06/13/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Construction contract with the low responsive bidder, Cameron-Reilly, LLC. for the re-construction of existing aged and partially out-of-service sport courts at Underhill Park. Contract scope includes the base bid - new sport courts, alternate #1 - site lighting and power, and alternate #2 - substitute 8' tall ornamental fencing in lieu of chain link fencing.</p> <p>Note - \$415,000 of this contract is funded by reimbursable grants (WA State RCO & Hoopfest)</p>			
Motion wording:			
Motion to approve construction contract with Cameron-Reilly, LLC. for the construction of the Underhill Park Sport Court Renovation project in the amount of (\$628,383.00 including tax).			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Cameron-Reilly, LLC.			
Name: Mike Reilly		Email address: mike@cameron-reilly.com	Phone: 509-466-5555
Distribution:			
Parks – Accounting		Megan Dyson	
Parks – Sarah Deatrich		Jason Conley	
Requester: Mike Light		Thea Prince	
Grant Management Department/Name:		Nick Hamad	
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: (\$628,383.00 including tax)		Budget code: 1950-54920-56501-48093	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 602-633-401 Business license expiration date: 7/31/24		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

Construction Contract: Underhill Park Sport Court Renovation



Land Committee June 5, 2024



Basketball!

and Pickleball!



2022

Spokane Park Board approved authorization to seek RCO grant



High social & environmental equity zone





GOAL A: SERVING THE UNDER-RESOURCED

STRATEGIES

Objective 3. Focus on Neighborhood and Community Parks



GOAL B: INLAND NORTHWEST LIVING

STRATEGIES

Objective 1. Offerings Reflect Our Mountain Landscape And Respond To Our Recreation And Park Use Trends



GOAL G: PARKS FOR ALL

STRATEGIES

Objective 1. Support ADA Accessibility

- » Update parks designs for ADA access such as walkways, seating, play areas and other facilities, prioritized by areas of identified need.



Current Basketball Court Condition



Current Tennis Court Condition



E Hartson Ave

S Fiske St

**Underhill Park –
East Central
Neighborhood**



E Hartson Ave



S Fiske St

E Hartson Ave

New Sidewalk

New Connection to Crosswalks

New Pickleball Courts

New Basketball Courts

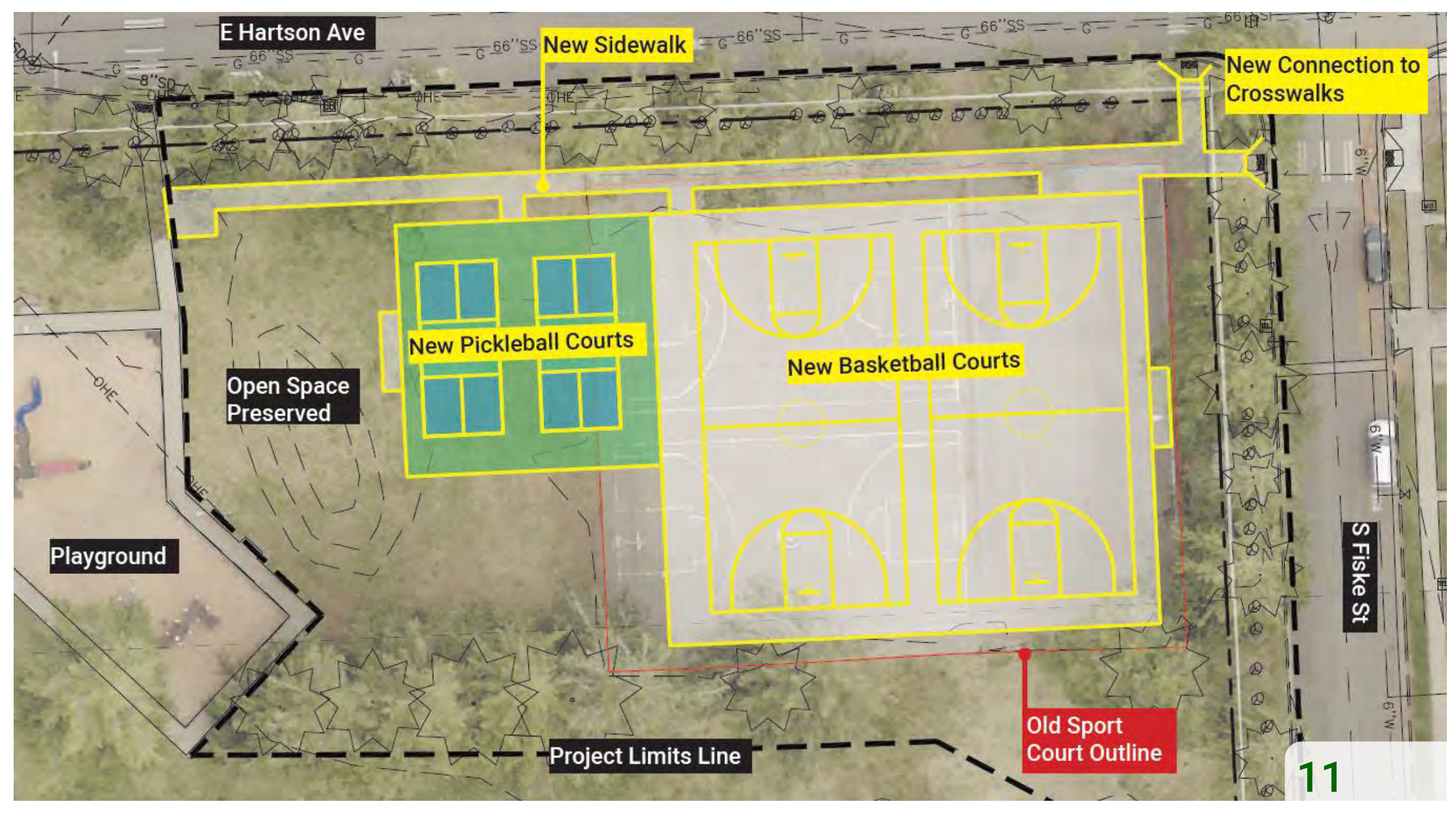
Open Space Preserved

Playground

S Fiske St

Project Limits Line

Old Sport Court Outline



Underhill Park Sport Court Renovation

a) Description of Bid Item		Cameron-Reilly	Spilker Contracting	Bacon Concrete	Ditches Unlimited	Halme Construction
b) Unit of Measure	Unit Price	Total Amount	Total Amount	Total Amount	Total Amount	Total Amount
MOBILIZATION (Per Lump Sum)	* * * * *	\$ 39,998.00	\$ 41,159.86	\$ 30,000.00	\$ 30,000.00	\$ 150,000.00
SITE DEMOLITION, PREPARATION, GRADING, AND DRAINAGE (Per Lump Sum)	* * * * *	\$ 137,000.00	\$ 135,000.00	\$ 129,000.00	\$ 90,000.00	\$ 100,000.00
INSTALL HARDSCAPE FLATWORK AND SURFACE FINISHES (Per Lump Sum)	* * * * *	\$ 201,500.00	\$ 185,000.00	\$ 242,000.00	\$ 240,000.00	\$ 340,000.00
INSTALL SITE FURNITURE AND SPORT COURT EQUIPMENT (Per Lump Sum)	* * * * *	\$ 36,500.00	\$ 89,000.00	\$ 55,000.00	\$ 150,000.00	\$ 80,000.00
LANDSCAPE, PLANTING, AND IRRIGATION (Per Lump Sum)	* * * * *	\$ 86,000.00	\$ 95,000.00	\$ 93,500.00	\$ 125,000.00	\$ 140,000.00
WASHINGTON STATE RETAIL SALES TAX (9%)	* * * * *	\$ 45,090.00	\$ 49,064.39	\$ 49,455.00	\$ 57,150.00	\$ 72,900.00
Subtotal Base Bid Schedule 1:		\$ 546,088.00	\$ 594,224.25	\$ 598,955.00	\$ 692,150.00	\$ 882,900.00
Total with Alternates:		\$ 628,383.00	\$ 689,869.60	\$ 719,291.00	\$ 720,490.00	\$ 1,003,890.00



Underhill Park Sport Court Renovation

a) Description of Bid Item	Cameron-Reilly	Spilker Contracting	Bacon Concrete	Ditches Unlimited	Halme Construction
b) Unit of Measure	Unit Price	Total Amount	Total Amount	Total Amount	Total Amount
MOBILIZATION (Per Lump Sum)	\$ 39,998.00	\$ 41,157.86	\$ 31,000.00	\$ 30,000.00	\$ 150,000.00
SITE DEMOLITION, PREPARATION, GRADING, AND DRAINAGE (Per Lump Sum)	\$ 135,000.00	\$ 135,000.00	\$ 119,000.00	\$ 90,000.00	\$ 100,000.00
INSTALL HARDSCAPE FLATWORK AND SURFACE FINISHES (Per Lump Sum)	\$ 201,500.00	\$ 185,000.00	\$ 212,000.00	\$ 240,000.00	\$ 340,000.00
INSTALL SITE FURNITURE AND SPORT COURT EQUIPMENT (Per Lump Sum)	\$ 36,500.00	\$ 89,000.00	\$ 55,000.00	\$ 150,000.00	\$ 80,000.00
LANDSCAPE, PLANTING, AND IRRIGATION (Per Lump Sum)	\$ 86,000.00	\$ 95,000.00	\$ 55,000.00	\$ 125,000.00	\$ 140,000.00
WASHINGTON STATE RETAIL SALES TAX (9%)	\$ 45,090.00	\$ 49,064.39	\$ 49,455.00	\$ 57,150.00	\$ 72,900.00
Subtotal Base Bid Schedule 1:	\$ 546,088.00	\$ 594,224.25	\$ 598,955.00	\$ 692,150.00	\$ 882,900.00
Total with Alternates:	\$ 628,383.00	\$ 689,869.60	\$ 719,291.00	\$ 720,490.00	\$ 1,003,890.00

Base Bid \$546,088

Alt. 1 Lighting \$71,940

Alt. 2 Fencing \$10,355

Total \$628,383



Alternate 1 – Overhead Site Lighting





- PICKLEBALL LTG
- BASKETBALL LTG
- SPARE

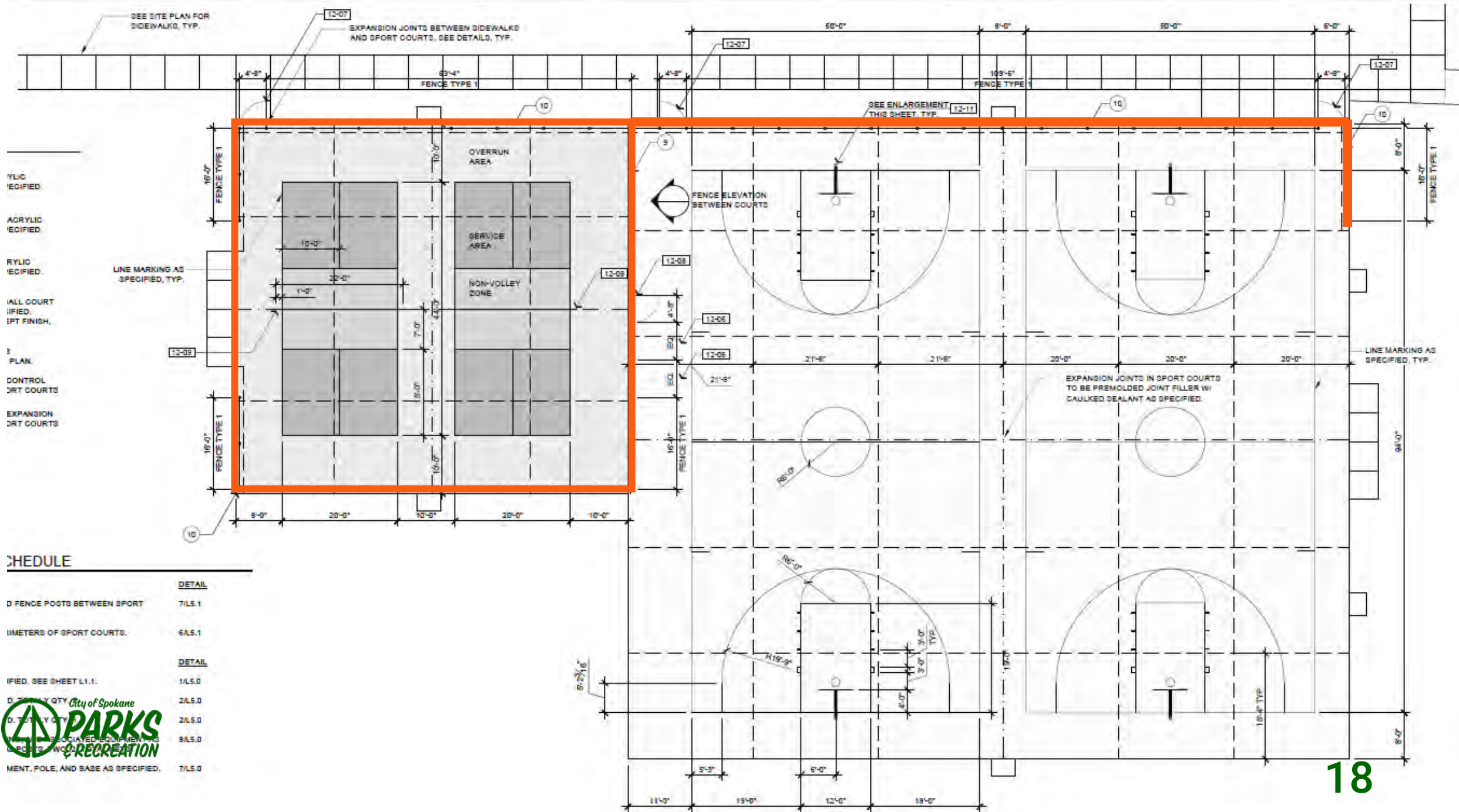
LIGHTING PULL BOX 4

Chain link fencing



Alternate 2 – Ornamental fencing in lieu of chain link





SEE SITE PLAN FOR SIDEWALKS, TYP.

12-07 EXPANSION JOINTS BETWEEN SIDEWALKS AND SPORT COURTS. SEE DETAILS, TYP.

12-07

SEE ENLARGEMENT THIS SHEET, TYP. 12-11

12-07

- ALUMINUM FINISHED
- ACRYLIC FINISHED
- ALUMINUM FINISHED
- PAINT FINISH
- AS SHOWN
- CONTROL LINE MARKING AS SPECIFIED, TYP.
- EXPANSION JOINTS AS SPECIFIED, TYP.

SCHEDULE

	DETAIL
7/1/5.1	7/1/5.1
6/1/5.1	6/1/5.1
1/1/5.0	1/1/5.0
2/1/5.0	2/1/5.0
8/1/5.0	8/1/5.0
7/1/5.0	7/1/5.0





Construction Schedule

Break Ground

August 12, 2024

*After summer camps

Partial Open

Fall 2024

Fully Open

Spring 2025



Project Funding

Reimbursable Grants

\$330,000	RCO
\$85,000	Hoopfest
<hr/>	
\$415,000	Total



WASHINGTON STATE
Recreation and
Conservation Office



See you on the courts!



Motion to approve construction contract with Cameron-Reilly, LLC. for the construction of the Underhill Park Sport Court Renovation project in the amount of \$628,383.00 including tax.

Contribution Details

- Contribution agreement for \$85,000
- Made in 2 installments
 - Payment 1 - \$20,000 upon contract signing
 - Payment 2 - \$65,000 within 60 days of project completion
- Hoopfest funds are combination of
 - Private fundraising
 - A LISC Grant from Dick's Sporting Goods



Requirements of contribution

- Court design is (2) basketball, (2) pickleball
- Project substantially completed by Dec 1 , 2024
- Recognition plaque or installation is placed on site to recognize donors

Miscellaneous provisions

- Hoopfest retains no rights or ownership of facility, remains city owned & managed
- City retains all control over contractor, design & construction specs
- City & Hoopfest indemnify each other from claims associated with court
- Hoopfest is responsible for compliance with their donors / grantors, not city

Motion to approve Underhill
Park court contribution
agreement with Spokane
Hoopfest Association
(\$85,000.00)



Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: June 5, 2024	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal L, Objective 1	Master Plan Priority Tier: (pg. 171-175)	District 2 Tier 3
Item title: (Use exact language noted on the agenda)	Spokane Hoopfest Association / Underhill Park Sport Court Contribution Agreement (\$85,000 revenue)		
Begin/end dates	Begins: 06/06/2024	Ends: 08/31/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Contribution agreement between Spokane Hoopfest Association and Spokane Parks enabling Hoopfest to contribute \$85,000 toward the replacement of the Underhill Park sport courts. This facility hosts large, free summer basketball camps for neighborhood youth and is in significant disrepair.</p> <p>In 2022, Parks & Hoopfest jointly applied for state RCO grant funding for this repair and were awarded \$330,000 toward this improvement. If this agreement is approved, the Hoopfest contribution and RCO grant will provide \$415,000 of the total court replacement cost. Remaining project funding is planned as a 2024 park capital expense.</p>			
Motion wording:			
Motion to approve Underhill Park sport court contribution agreement with Spokane Hoopfest Association (\$85,000.00 revenue)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Spokane Hoopfest Association			
Name: Riley Stockton		Email address: riley@spokanehoopfest.net	Phone:
Distribution:			
Parks – Accounting		Mike Light	
Parks – Sarah Deatrich		Jason Conley	
Requester: Nick Hamad		Riley Stockton (riley@spokanehoopfest.net)	
Grant Management Department/Name:		Megan Dyson	
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount: \$85,000		Budget code: 1950-54920-99999-36710-48093	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



CONTRIBUTION AGREEMENT

**THE SPOKANE HOOPFEST ASSOCIATION TO CONTRIBUTE \$85,000 TO SPOKANE PARKS
FOR REPLACEMENT OF A DAMAGED SPORT COURT WITHIN UNDERHILL PARK**

THIS CONTRIBUTION AGREEMENT ("Agreement") is between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, as ("City"), and **THE SPOKANE HOOPFEST ASSOCIATION**, a 501(c)(3) corporation organized under the laws of the State of Washington, as ("HOOPFEST"). Hereinafter referenced together as the "parties", and individually a "party."

WHEREAS, the City of Spokane Parks and Recreation Department is the property owner and is responsible for maintaining Underhill Park (as more fully described in Section 1A, below, the "Underhill Park"), within the East Central neighborhood of the City of Spokane; and

WHEREAS, existing basketball and tennis court facilities within Underhill Park have substantially deteriorated and are no longer functionally available for community use; and

WHEREAS, in September of 2023, the City and HOOPFEST entered an agreement with the State of Washington Recreation and Conservation Office to accept state grant funding to reconstruct the deteriorated sport courts in Underhill Park; and

WHEREAS, HOOPFEST is engaged in raising funds to contribute to the reconstruction of the Underhill Park sport court (as more fully described in Section 1C below, the "Sport Court") and wishes to contribute funds to support the City's construction of a concrete sport court and appurtenances ("Court") within Underhill Park.

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENTS:

1. PREMISES.

A. The City maintains Underhill Park, a 19 acre public park which includes: a playground, restroom, splash pad, sand volleyball court, baseball fields, a cricket pitch, basketball courts, tennis court, off-street parking facility, developed lawn, landscape & related improvements, and undeveloped natural land within the East Central neighborhood bounded by E. Hartson Ave. to the north, S. Fiske St. to the east, S. Regal St. to the West. and the Ben Burr Trail to the south, the approximate boundary of which is depicted in the attached Exhibit A, which also includes the location of the Court as approximately shown in Exhibit A.

B. HOOPFEST is willing to contribute (subject to the terms of this Agreement) funds for the construction of the Court as more specifically described herein, subject to the conditions set forth herein.

C. The Court shall be located within the northeast portion of Underhill Park, in the same general vicinity of the existing sport courts. Court improvements include but are not limited to: approximately 18,000 square feet of new concrete pavement striped for two new full-size basketball courts (50'x94'+buffer space) and two new dedicated pickleball courts, new court fencing, new site furnishings (basketball hoops, benches, trash receptacles), new sport court lighting, a new concrete park walkway connecting to the courts as required to provide ADA access to the courts, new ornamental landscape plantings, lawn and irrigation repair as required to accommodate the new courts, and a donor acknowledgment installation. All improvements are oriented as determined by the City in its sole and reasonable discretion and generally in conformance with the design shown in Exhibit B.

The City anticipates commencing construction of the Court in Summer of 2024, immediately after completion of regular basketball camps on the existing sport courts and further anticipates substantial completion of the Court suitable for public's use of the facility by the end of December 2024.

2. **CONTRIBUTION.** Pursuant to and subject to the terms and conditions of this Agreement, and subject to the full satisfaction of the conditions stated in this Section 2, HOOPFEST shall contribute EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00) to the City to be used exclusively to finance construction of the Court (the "HOOPFEST Contribution"). It is understood that the HOOPFEST Contribution is comprised of \$20,000 from HOOPFEST, together with \$65,000 in grant funds from the Local Initiative Support Coalition & Dick's Sporting Goods (LISC). HOOPFEST shall pay the HOOPFEST Contribution to the City in two installments, as outlined below:

- (1) Installment one shall be \$20,000, paid within five business days after the City's recommendation to award a construction contract to the apparent low bidder for project construction.
- (2) Installment two shall be all remaining funds, paid within 60 days after sport court construction is substantially completed.

HOOPFEST shall be responsible for prompt compliance with LISC grant requirements, including the preparation and submittal of any documentation required by its grantors to secure grant funding.

HOOPFEST shall to make every effort to secure final payment from its contributors and deliver final payment to the city within 60 days of project substantial completion.

HOOPFEST shall have no further obligation to contribute funds to the City for any purpose whatsoever, including without limitation the continued maintenance of the Court, unless otherwise expressly agreed by the parties in a writing signed by each of their authorized representatives and setting forth the amount of such additional contribution.

HOOPFEST's obligation to make the HOOPFEST Contribution is subject to the following conditions, both precedent and subsequent, and upon the failure of any of the conditions set forth below for reasons beyond the City's control, the City shall promptly refund to HOOPFEST any portion of the HOOPFEST Contribution that has been paid to the City:

- (1) The completed Court shall substantially conform to the design depicted in Exhibit B.
- (2) The improvements to the Court shall be substantially completed no later than December 1, 2024.
- (3) The contributions of HOOPFEST, and of those parties making substantial contributions to HOOPFEST in support of the Court improvements as determined by HOOPFEST in its sole discretion shall be recognized on the donor plaque or monument that is part of the Court improvements.

3. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereto is simply that of a "grantor" of contributions (HOOPFEST) and a "grantee" of contributions (City) pursuant to the foregoing provisions of this Agreement. Nothing shall be construed herein to create a partnership, joint venture or other employment relationship between the parties hereto. Moreover, nothing hereunder shall be construed to create any form of ownership interest in HOOPFEST to the Court or any asset of the City, including, but not limited to: the Court improvements described in this Agreement once it has been installed, Underhill Park and improvements thereon. The parties acknowledge and agree that HOOPFEST has no authority or control whatsoever over the selection of the contractor to install the Court improvements described above; the actual design and specifications for construction of the Court or the operation and/or maintenance of the Court. The City hereby agrees to indemnify and hold harmless HOOPFEST from any claim, damage, loss (including, but not limited to attorney's fees), or other costs incurred by HOOPFEST as a result of this Agreement and the HOOPFEST contribution above. The foregoing indemnity obligation shall be construed as broadly as possible under Washington State law.

4. TAXES. Any and all taxes imposed on the contributions by HOOPFEST under this Agreement, including sales or use taxes arising from the design, construction or installation of the Court, shall be borne by the City.

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

Spokane Hoopfest Association:
2206 S. Sherman
Spokane, WA 99203

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

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

7. DISPUTES. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the Parties have not resolved the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in the County of Spokane, Washington. A good faith effort by the parties to resolve any such dispute by mediation shall be a condition precedent to any litigation relating to the dispute.

8. MISCELLANEOUS.

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

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

C. Park Board Approval. HOOPFEST acknowledges that this Agreement will not be binding on either party unless and until it has been approved by the Spokane Park Board and signed by the Parks Director.

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

Dated: _____ CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____ SPOKANE HOOPFEST ASSOCIATION

By: _____



Title: _____

Email Address:

Exhibit A - Underhill Park



Legend

-  City of Spokane Boundary
-  Parcel

City of Spokane GIS



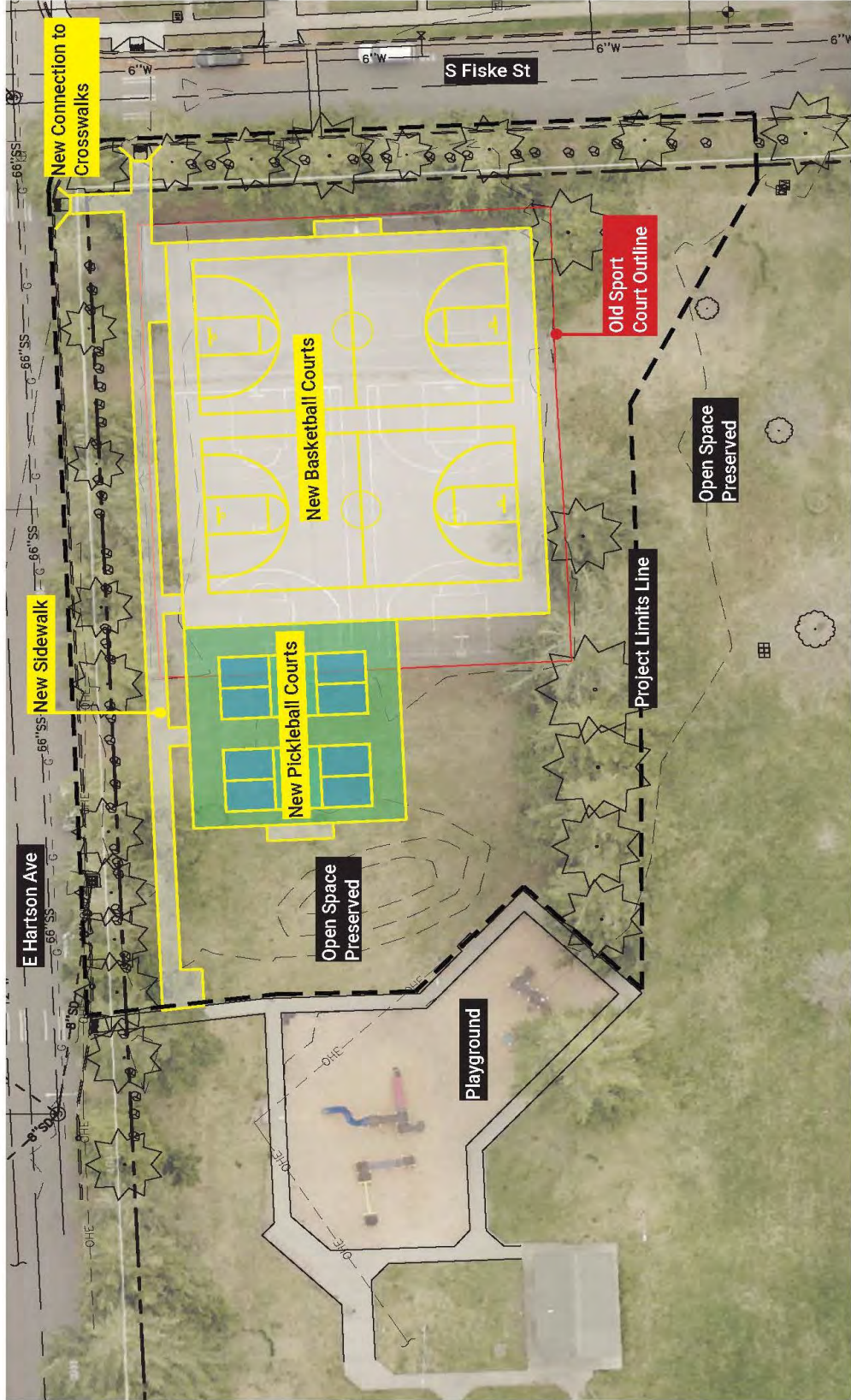
THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

5/8/2024

**Underhill Park Sport Court Renovation Project
Site Plan**



Exhibit B – Sport Court Plans



Spokane Park Board

Briefing Paper

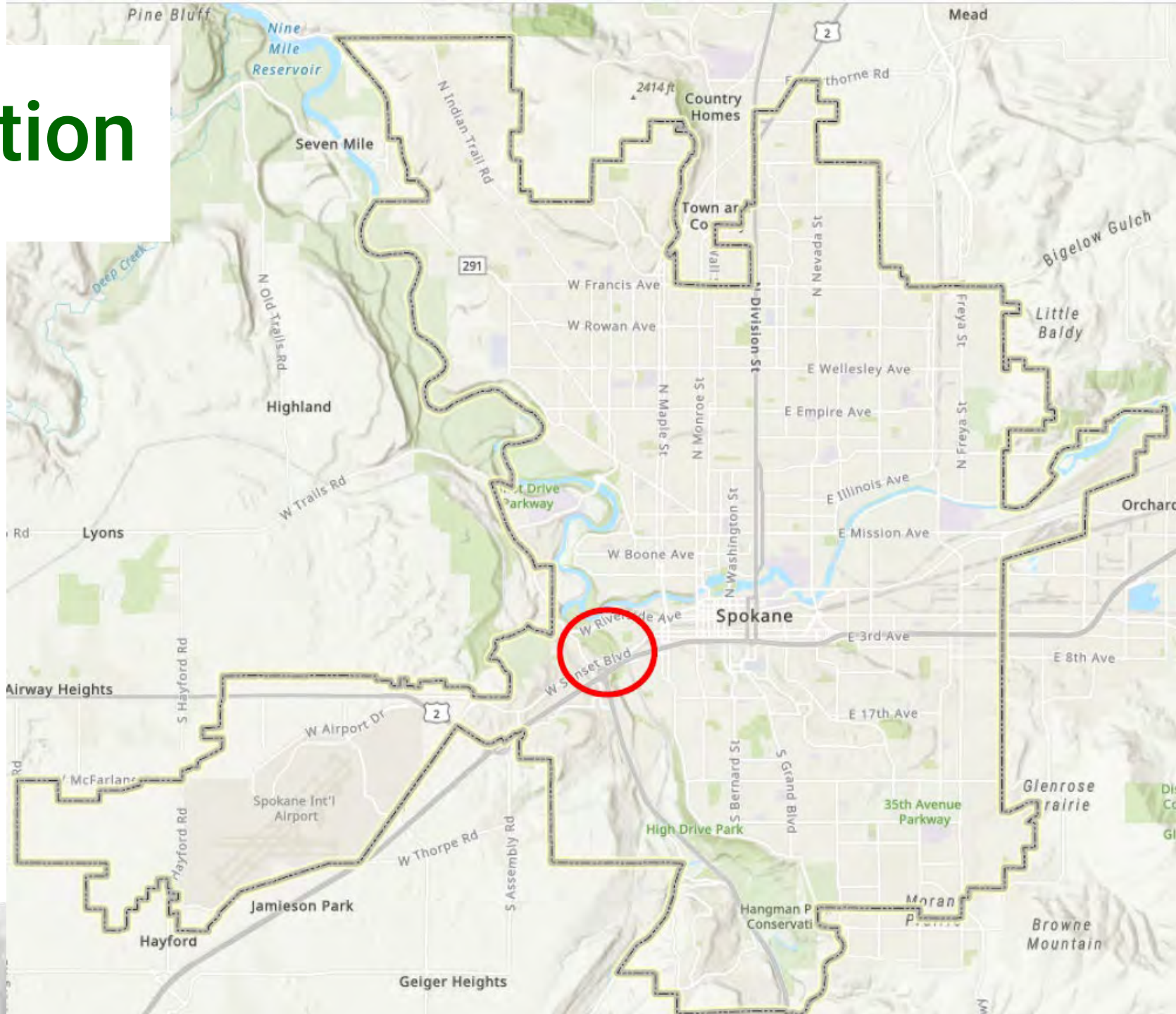


Committee	Land Committee	Committee meeting date: June 5, 2024	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B, Objective 1	Master Plan Priority Tier: (pg. 171-175)	Tier 2
Item title: (Use exact language noted on the agenda)	AHBL, Inc. / Engineering/landscape architecture consultant agreement for High Bridge Dog Park (\$50,150.00 non-taxable service)		
Begin/end dates	Begins: 05/09/2024	Ends: 12/01/2024	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Contract with AHBL, Inc. to prepare construction documents & secure permits for the improvement of the existing High Bridge dog park. Construction of proposed improvements will be funded and managed by Spokane District 81 in accordance with the MOU.</p> <p>In July of 2023, the Park Board adopted a resolution selecting Upriver Park as the location for a new community dog park investment.</p>			
Motion wording:			
Motion to approve consultant agreement for High Bridge Dog Park engineering & landscape architecture with AHBL, Inc. in the amount of \$50,150.00 non-taxable service			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: AHBL, Inc.			
Name: Erick Fitzpatrick		Email address: efitzpatrick@AHBL.com	Phone: 509.321.9389
Distribution:			
Parks – Accounting		Megan Dyson	
Parks – Sarah Deatrich		Jason Conley	
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$50,150.00 (non-taxable service)		Budget code: 1950-54920-94000-56301	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/>	Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/>	W-9 (for new contractors/consultants/vendors)
<input 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 type="checkbox"/>	UBI: Business license expiration date:	<input type="checkbox"/>	Insurance Certificate (min. \$1 million in General Liability)

A & E Contract

Regional Dog Park Improvements High Bridge Park

Project Location



High Bridge Improvement Goals

“Improve the function, capacity, and experience of the High Bridge Dog Park based on previous outreach”

High Bridge



Existing Dog Park

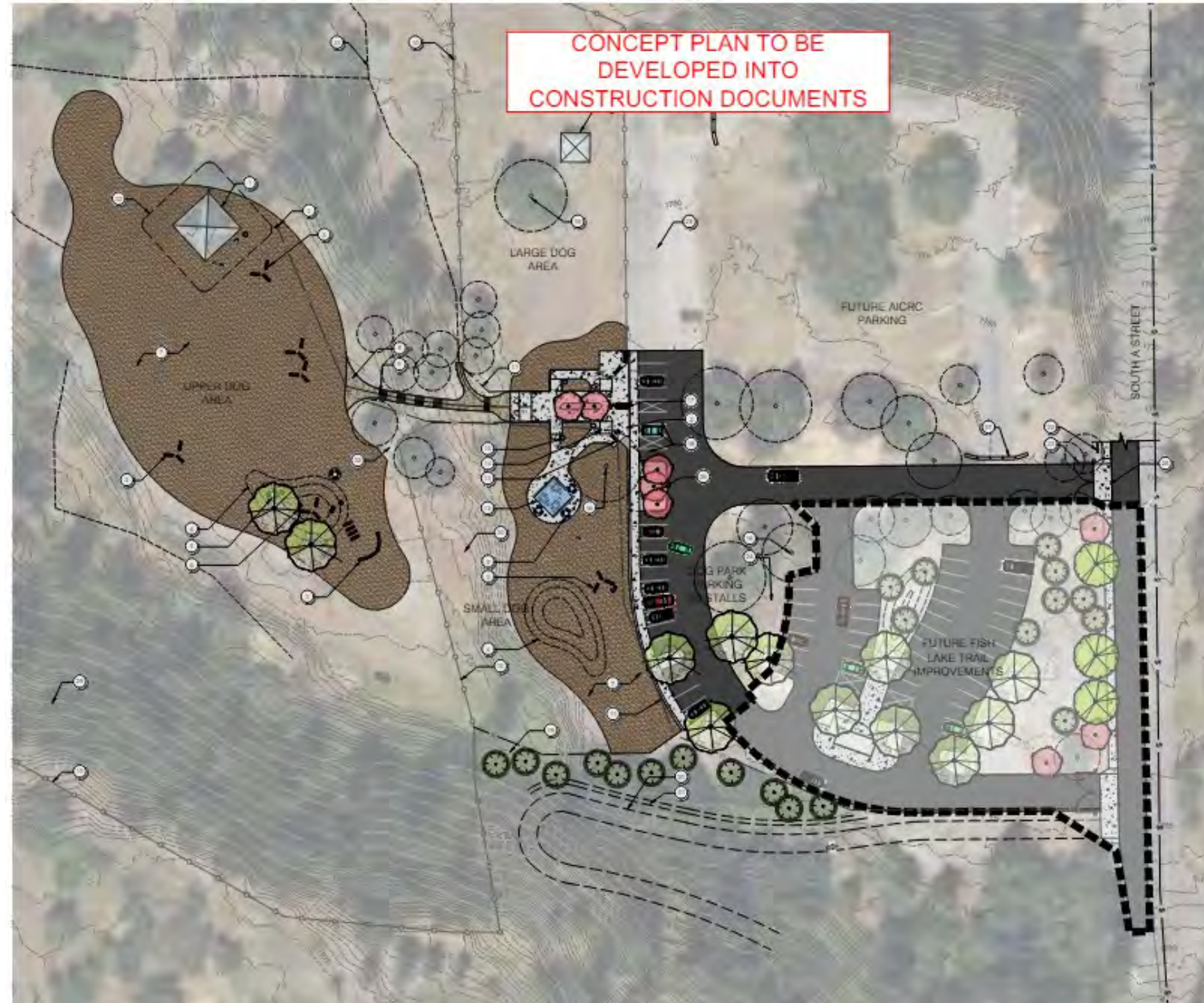
High Bridge Park

High Bridge

Existing
Dog Park



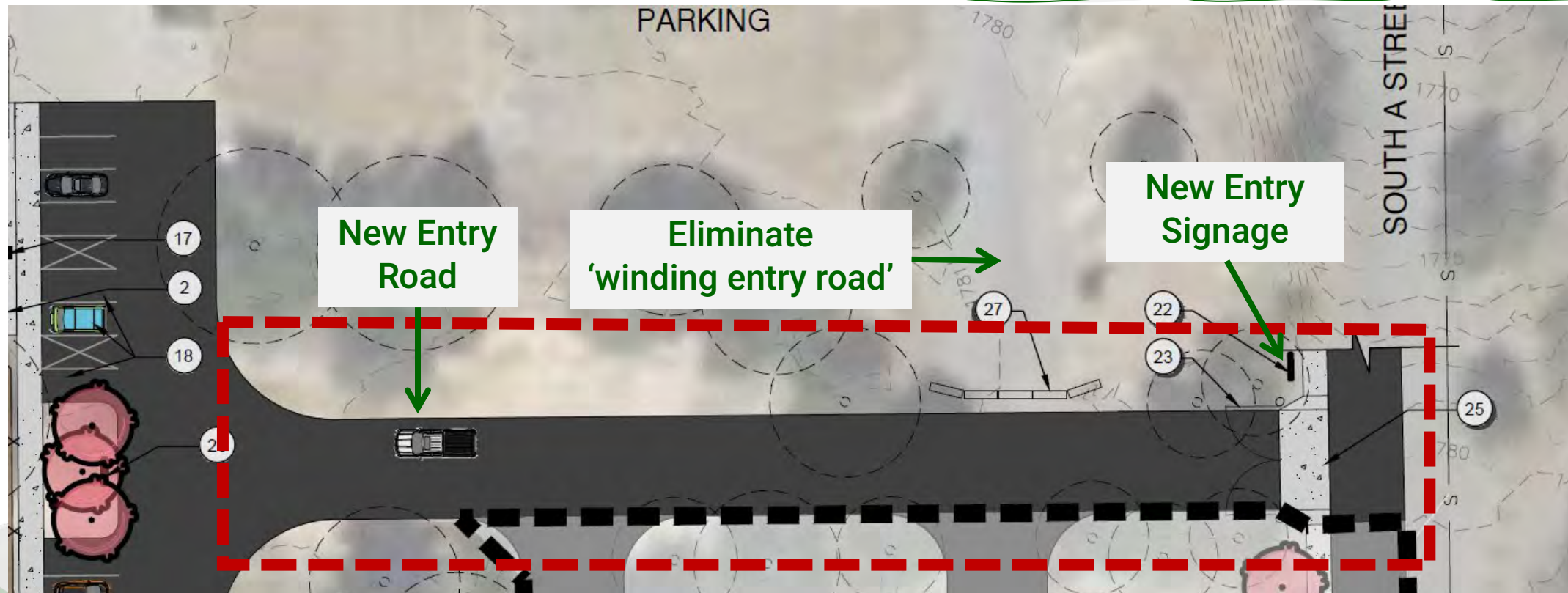
Improvement Plan



Entry Improvements

Proposed Improvements:

- New Paved Entry
- Direct Access Into Dog Park



New Parking

Proposed Improvements:

- New Paved Parking Expansion to South (+20 stalls)
- New Concrete Walkway
- General Area Lighting
- Re-grade existing parking for 'overflow'

← Into Dog Park

New Paved Parking

ADA Walkway



More Space



Existing
Dog Park

Add Space

More Space

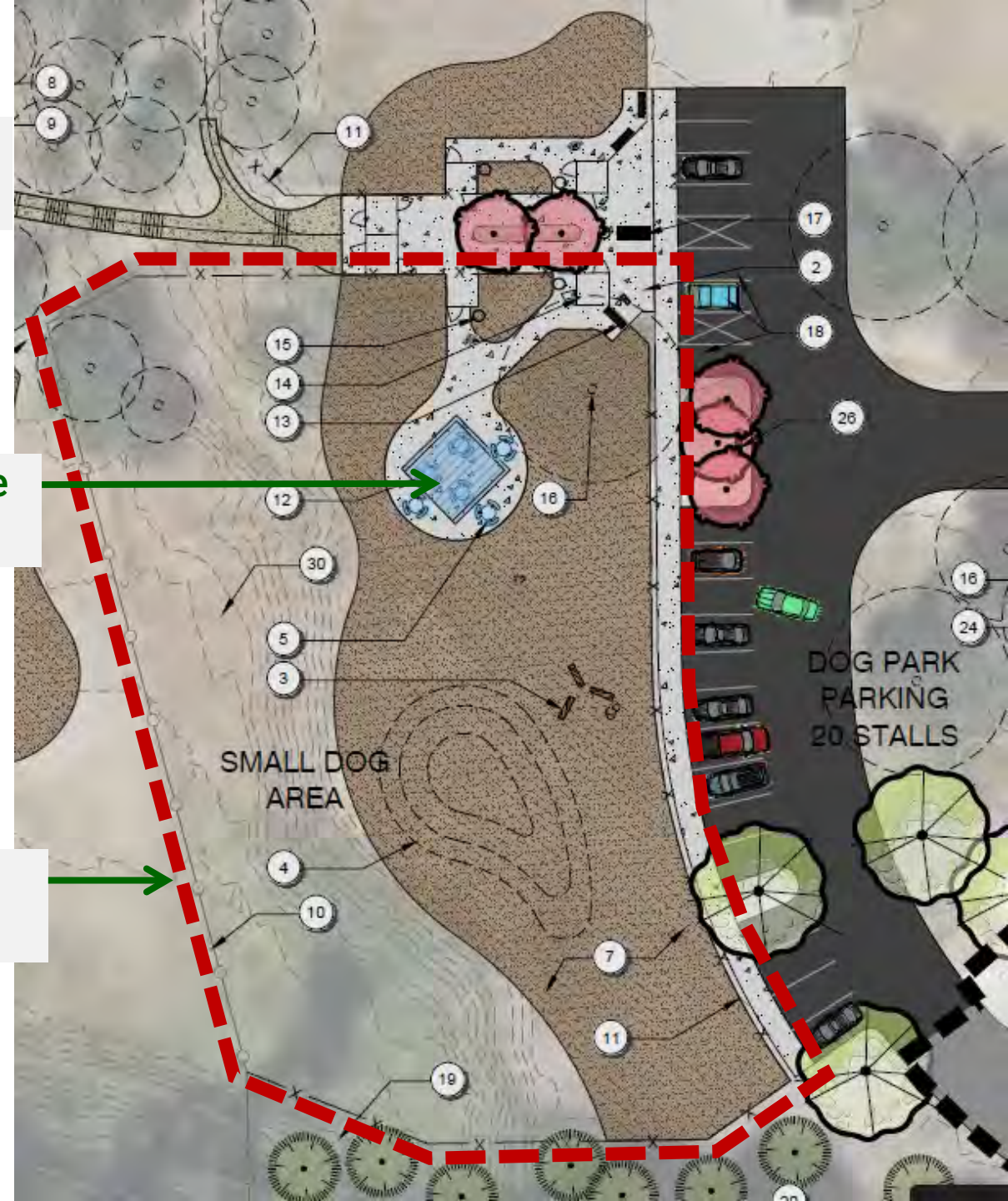
Proposed Improvements:

- New Small Dog Area south of entry
- ADA Walking Entry
- Possible New Shelter

← Into Upper Dog Park

New Concrete walk

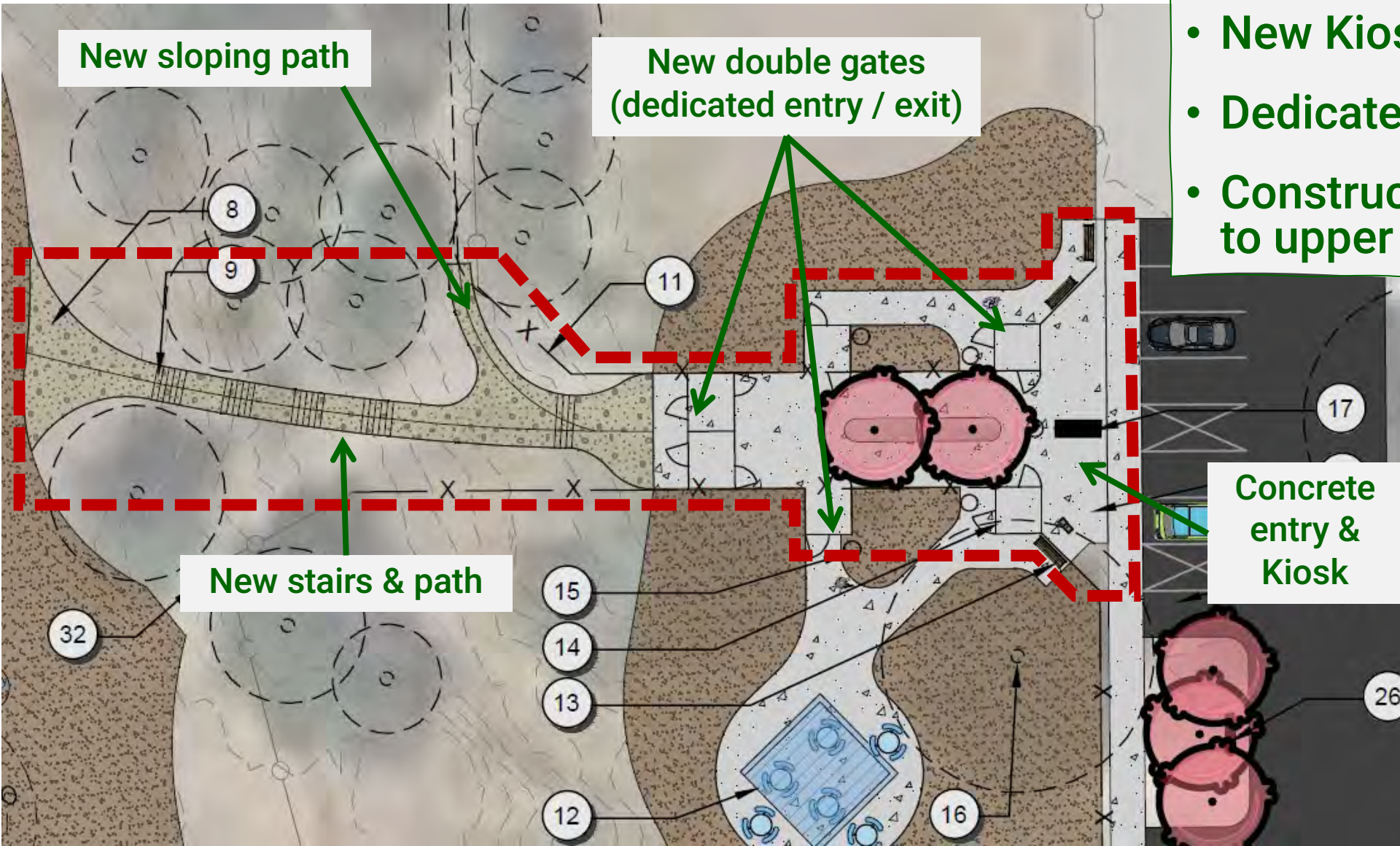
Added Dog Park Area



Dog Park Entry

Proposed Improvements:

- New Concrete Walkway
- New Kiosk
- Dedicated Entry/Exit Gates
- Construct stairs & pathway to upper dog area



Upper Dog Area

Proposed Improvements:

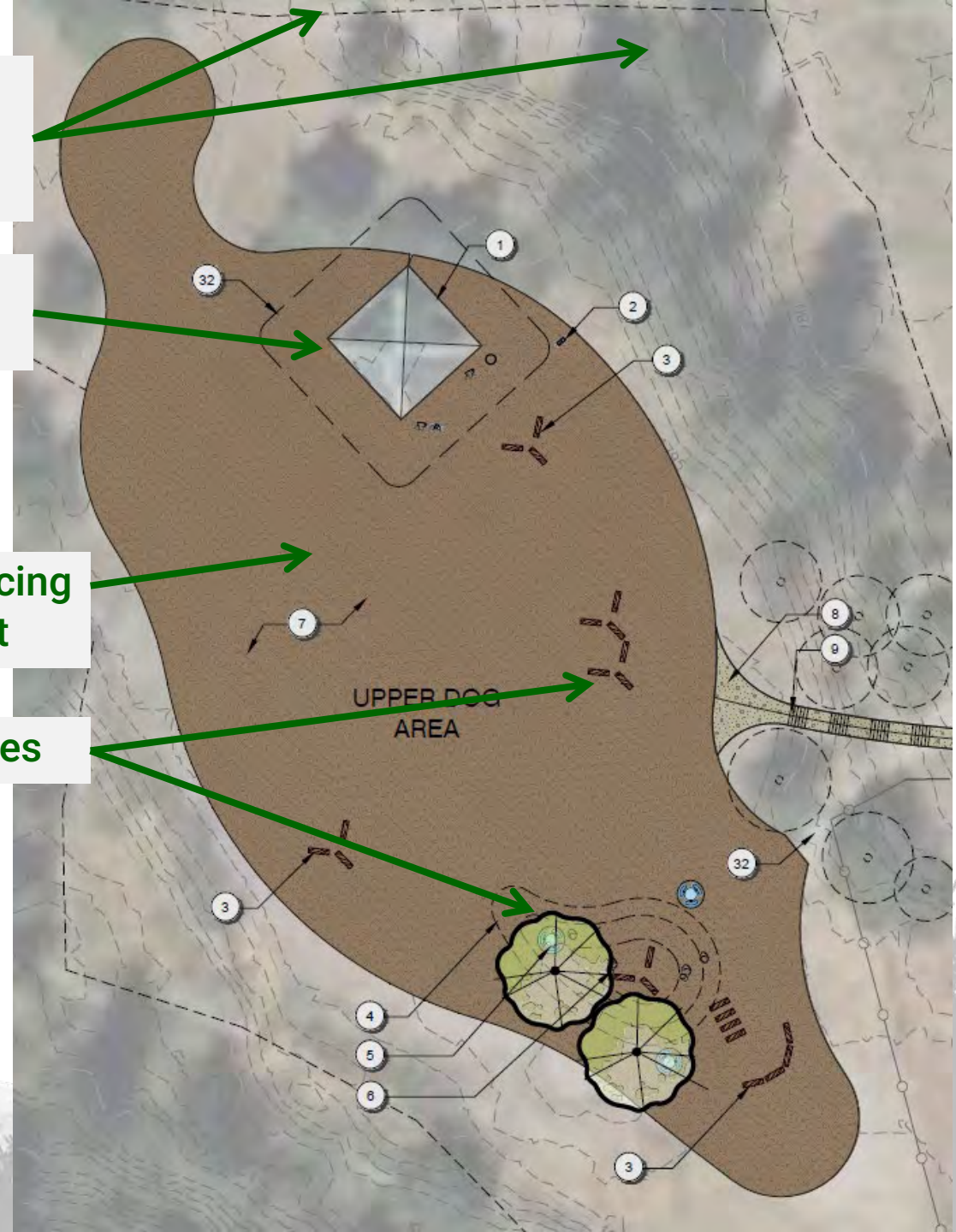
- Repair ground around shelter
- Tree Fuels reduction / thinning for fire & clear views
- Add agility features
- Add surfacing amendment
- Improved water fountain @ shelter

Fuels
Reduction /
Thinning

Ground repair
@ shelter

Potential surfacing
amendment

Agility Features



Action Requested

- Contract with AHBL, Inc. to prepare permit documents & construction documents for the project.
- NOTE: Spokane School District #81 will fund all capital improvements

Motion

- Motion to approve consultant agreement for High Bridge Dog Park engineering & landscape architecture with AHBL, Inc. in the amount of \$50,150.00 non-taxable service.

Spokane Park Board

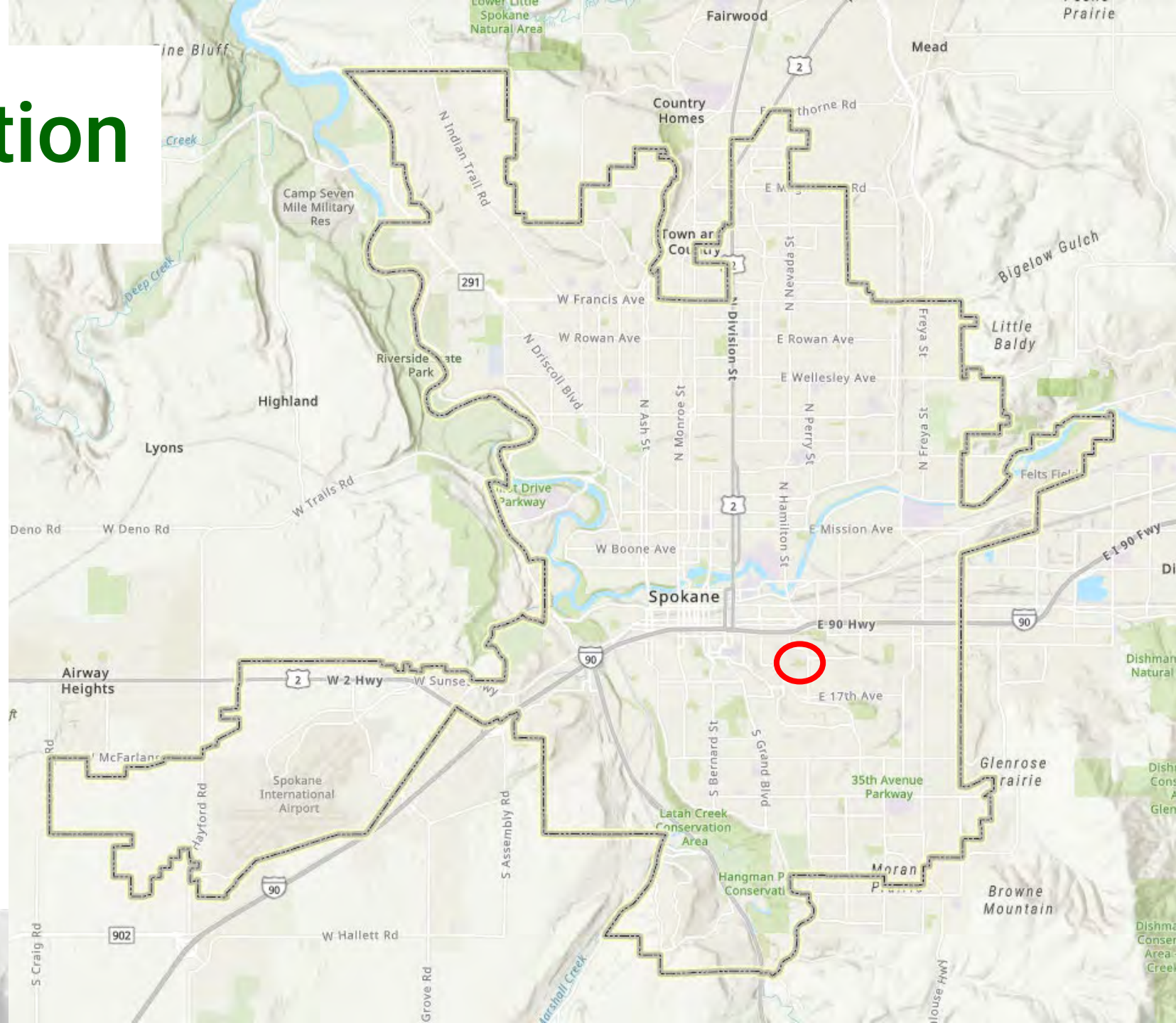
Briefing Paper



Committee	Land Committee	Committee meeting date: June 5, 2024	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A	Master Plan Priority Tier: (pg. 171-175)	N/A
Item title: (Use exact language noted on the agenda)	Darren Chu / pedestrian access easement / Grant Park (in-kind improvement).		
Begin/end dates	Begins: 06/13/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525
Background/history:			
<p>Pedestrian access easement across a small portion of Grant Park to facilitate emergency egress onto park property from the adjacent business (Indicana) patio as required by the City planning & building services division. This easement was discussed by the land committee in September of 2023, and the park board was amenable to the drafting of an easement agreement. Since that time the private party has been renovating the adjacent property to open a restaurant and is returning with the formal request for an access easement agreement.</p> <p>In accordance with the draft 'alternative use on park property' policy, applicant has prepared responses to the draft 'application form for alternative use on park land' for park board review.</p>			
Motion wording:			
Motion to approve access easement with Darren Chu for pedestrian access across park land at Grant Park (in-kind improvement)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Darren Chu - Property Owner			
Name: Darren Chu		Email address: TBD	Phone:
Distribution:			
Parks – Accounting		Patty Kells	
Parks – Sarah Deatrich		Chip Overstreet (chipoverstreet@gmail.com)	
Requester: Nick Hamad		Nick Hamad	
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount: in-kind improvement		Budget code: TBD	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

Pedestrian Access Easement Grant Park

Project Location



Easement Location



Easement Location



Easement Area

**Applicant's
Private Property**

Photos



Photos



Photos



Photos



Alternative Use 'Application Form'

- Type of Alt Use: 'Access Across Park Land – Ped or bike'

Alternative Use 'Application Form'

- Type of Alt Use: 'Access Across Park Land – Ped or bike'
- Described Alt Use: 'fire egress for adjacent business (concrete pad)'

Alternative Use 'Application Form'

- Type of Alt Use: 'Access Across Park Land – Ped or bike'
- Described Alt Use: 'fire egress for adjacent business (concrete pad)'
- Intended benefit to applicant: 'required for occupancy of building'

Alternative Use 'Application Form'

- Type of Alt Use: 'Access Across Park Land – Ped or bike'
- Described Alt Use: 'fire egress for adjacent business (concrete pad)'
- Intended benefit to applicant: 'required for occupancy of building'
- Intended benefit to park: 'derelict building transformed into 2 active businesses'

Alternative Use 'Application Form'

- Type of Alt Use: 'Access Across Park Land – Ped or bike'
- Described Alt Use: 'fire egress for adjacent business (concrete pad)'
- Intended benefit to applicant: 'required for occupancy of building'
- Intended benefit to park: 'derelict building transformed into 2 active businesses'
- Is action primarily to benefit 'private use' or 'public use': 'both'
 - The egress area will be available for the use of the public and business patrons.

Alternative Use 'Application Form'

- Proposed time duration: 'Perpetual'

Alternative Use 'Application Form'

- Proposed time duration: 'Perpetual'
- Will it displace existing developed park use: 'no'

Alternative Use 'Application Form'

- Proposed time duration: 'Perpetual'
- Will it displace existing developed park use: 'no'
- Will it disturb or develop previously undeveloped natural land: 'no'

Alternative Use 'Application Form'

- Proposed time duration: 'Perpetual'
- Will it displace existing developed park use: 'no'
- Will it disturb or develop previously undeveloped natural land: 'no'
- Will this proposal remedy an existing problem within the park: 'yes'
 - Occupies vacant nuisance building – eliminating nuisance and programming unused space.
- Is use of park land required to meet applicant's goal: 'yes'

Alternative Use 'Application Form'

- Proposed time duration: 'Perpetual'
- Will it displace existing developed park use: 'no'
- Will it disturb or develop previously undeveloped natural land: 'no'
- Will this proposal remedy an existing problem within the park: 'yes'
 - Occupies vacant nuisance building – eliminating nuisance and programming unused space.
- Is use of park land required to meet applicant's goal: 'yes'

Compensation – Tree Work, Access, Maintenance

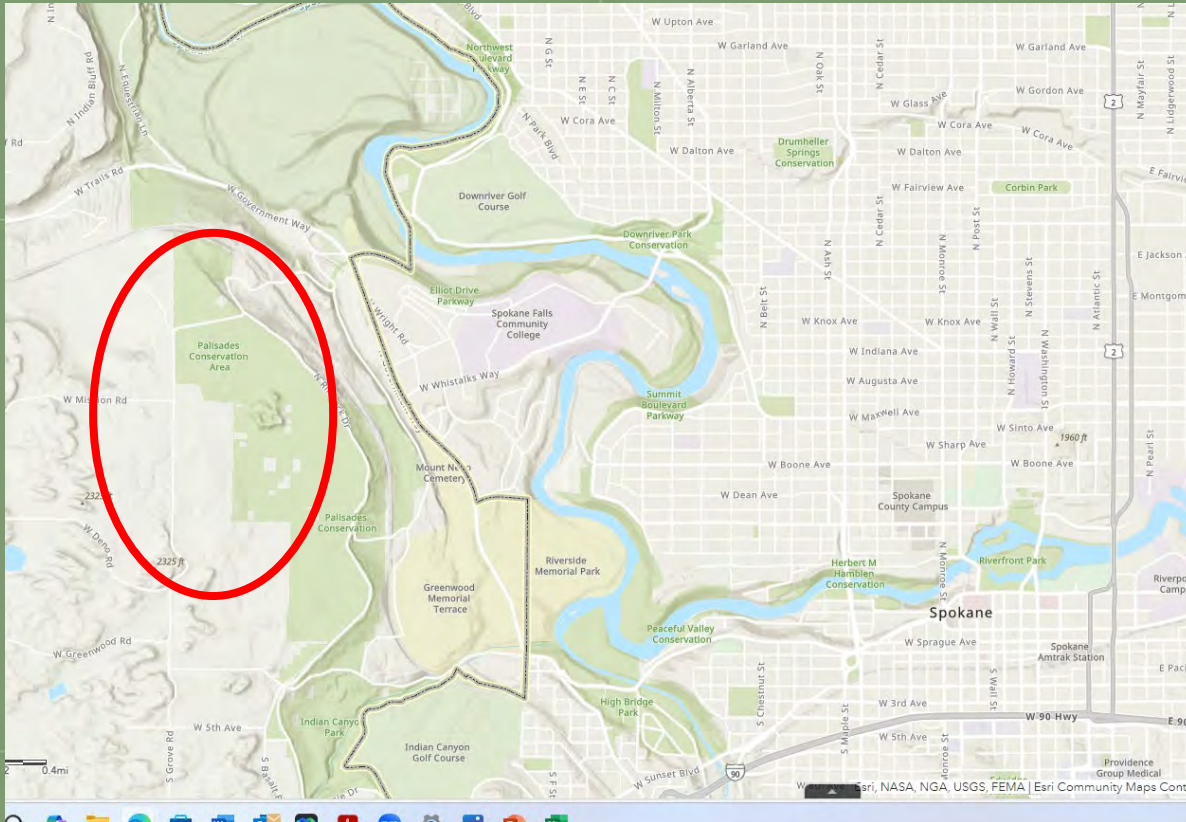
“Therefore, in consideration of tree work, public access improvements, and maintenance...”

- Section 4.A
 - Grantee shall maintain, repair, replace improvements within easement at its sole cost.
- Section 4.E
 - Grantee shall maintain trees immediately adjacent to the west property line of grantee(s) property in accordance with C.O.S. Urban Forestry standards for the duration of the easement.

Motion

- Motion to approve access easement with Darren Chu for pedestrian access across park land at Grant Park (in-kind improvement / tree maintenance)

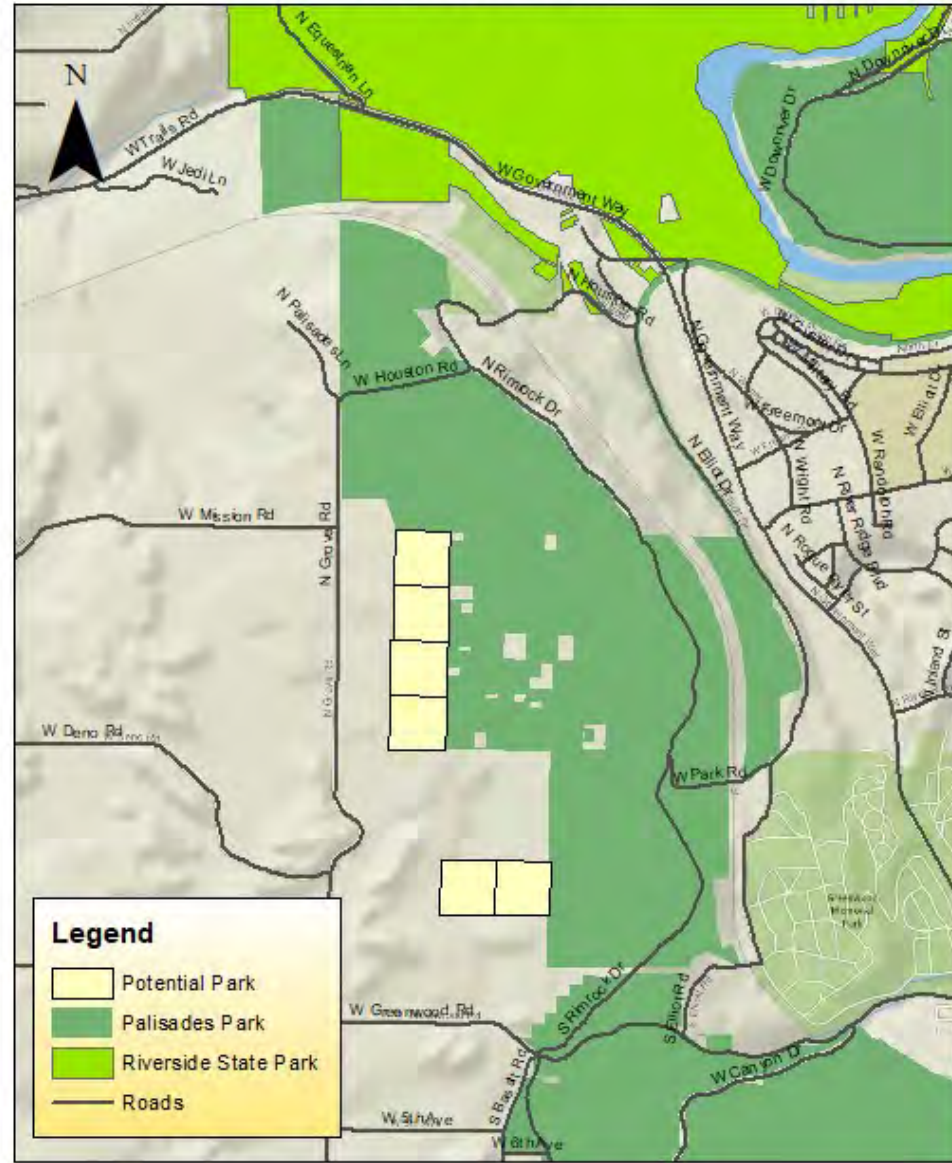
Palisades Park



Potential Property Acquisitions

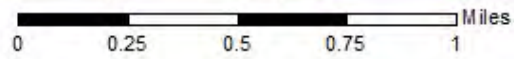
Park Board Land Committee
– June 5, 2024

Palisades Park



Legend

- Potential Park
- Palisades Park
- Riverside State Park
- Roads

















Questions?

Parks Turf Equipment

Park Board Land Committee -- June 5, 2024



Parks Turf Equipment Investment

2014 - present

- Park Operations, Manito, Finch, Sports Complexes only
- Summer/Fall 2021
 - Toro Lease
 - 8 pieces of equipment (2 large)
 - ~ \$300K over 5 years



Quotation for Spokane City Park & Rec

Date: June 22, 2021

Quote No:8066133-00

Prepared For: Larry Marsh	Quote No: 8066133-00
Spokane City Park & Rec W 808 Spokane Falls Blvd 5th Floor Municipal Bldg Spokane, WA 99201	iQuote No: 76866 Sales: Kelly Bowen Person: kelly.bowen@western-equip.com (509) 701-1467

National IPA Pricing: Contract 120535, IPA Membership required.

Equipment Summary with Payment Comparison

Configuration Name	Qty	Unit Price	Terms Opt 1	Finance Option 1	Mo. Pmt. Option 1	Terms Opt 2	Finance Option 2	Mo. Pmt. Option 2
010-Pro Force Debris Blower	1	\$8,892.22	60-CSC	\$9,683.63	\$174.40	60-CSC	\$9,683.63	\$176.15
020-Groundmaster 3300 37HP AWD	3	\$28,354.22	60-CSC	\$92,633.22	\$1,668.33	60-CSC	\$92,633.22	\$1,685.00
030-Groundsmaster 3200 24HP 2WD	1	\$20,760.25	60-CSC	\$22,607.91	\$407.17	60-CSC	\$22,607.91	\$411.24
040-GM5900 T4 Final	1	\$103,193.50	60-CSC	\$112,377.73	\$2,023.92	60-CSC	\$112,377.73	\$2,044.15
050-Grandstand MF 26.5hp EFI w/ 52in Turboforce Deck	1	\$36,249.52	60-CSC	\$39,475.72	\$710.97	60-CSC	\$39,475.72	\$718.06
060-Groundmaster 3300 37HP AWD	1	\$18,300.00	60-CSC	\$19,928.70	\$358.92	60-CSC	\$19,928.70	\$362.50
070-Cab-Winter GM3000 Series	1	\$0.00	60-CSC	\$0.00	\$0.00	60-CSC	\$0.00	\$0.00
Totals:				\$296,706.91	\$5,343.71		\$296,706.91	\$5,397.10

Parks Turf Equipment Total Need (\$975K)

- Immediate Needs Sports Complex (\$251K total)
 - 2009 Mower – Large (\$120K)
 - 2009 Mower – Mid (\$96K)
 - 2010 Field Groomer (\$35K)
- 1-2 Year Needs (\$212K)
 - 2007 Large UTVs-- \$56K
 - 2008 Large UTV – \$56K
 - 2009 6' Mower -- \$45K
 - 4 Club Cars -- \$55K
- 3-5 Year Needs
 - Remaining Equipment ~ \$512K



Potential Funding Options

- **Sports Complex**
 - User (Equipment Fee add on)
 - New in 2025 (if approved by Rec Committee)
- **New Large Lease (repeat every 3-5 years?)**
- **Annual Operating Budgets**



Thank you!

Questions?

