



Spokane Park Board

3:30 p.m. Jan. 10, 2019

City Council Chambers, lower level City Hall
808 W. Spokane Falls Blvd., Spokane, Washington

Park Board Members:

- X Nick Sumner – President
- Rick Chase – Vice President (Absent/excused)
- X Leroy Eadie – Secretary
- X Chris Wright
- X Ted McGregor
- X Greta Gilman
- X Sally Lodato
- X Jennifer Ogden
- X Gerry Sperling
- X Jamie SiJohn
- X Bob Anderson
- X Mike Fagan – Council Liaison (Arrived: 3:36 p.m.)

Parks Staff:

Jason Conley
Mark Buening
Garrett Jones
Jennifer Papich
Angel Spell
Jonathan Moog
Berry Ellison
Carl Strong
Megan Qureshi
Ryan Griffith
Nick Hamad
Pamela Clarke

Guests:

Karen Stratton
Marshall Smith
Hal McGlathery
Carol Neupert
Terri Fortner
Nathan Hutchens
Todd Dunfield

MINUTES

(Click [HERE](#) to view the video recording of the meeting.)

1. **Roll Call:** *Pamela Clarke*
See above

2. **Minutes:**
A. Dec. 13, 2018, regular Park Board meeting minutes

Motion No. 1: Nick Sumner moved to approve the Dec. 13, 2018, regular Park Board meeting minutes.

Sally Lodato seconded.
Motion carried with unanimous consent (9-0 vote).

3. **Additions or Deletions to the Agenda:**
A. None

4. **Special Guests:**
A. None

5. **Claims:** [Claims for the month of December 2018](#) – *Chris Wright*

Motion No. 2: Chris Wright moved to approve claims for the month of December 2018 in the amount of \$4,323,738.80.

Sally Lodato seconded.
Motion carried with unanimous consent (9-0 vote).

6. **Financial Report & Budget Update:** – *Mark Buening* reported due to an exceptional good month at Riverfront Park and a close monitoring of expenditures, Parks ended December with a surplus of approximately \$43,000. This was accomplished without utilizing the \$300,000 revenue stabilization reserve. He added these are not the 2018 year-end numbers. Those figures will not be available until the end of February. The Park Fund revenue is tracking at 74.54% of the projected budget. The Park Fund expenditures are tracking at 94.25% of the projected budget. The Golf Fund revenue is tracking at 105.19% of the projected budget. The Golf Fund expenditures are tracking at 98.58% of the projected budget. Of the \$68.06 million Riverfront Park Bond, \$36.88 million has been expended and \$17.05 million committed, leaving a budget balance of \$14.14 million.

7. **Special Discussion/Action Items:**

A. **Nomination Committee appointment** – *Nick Sumner* explained a Nomination Committee is required to recommend nominees for the office of Park Board president, vice president and secretary. He entertained the appointment of the following board members to the committee: Rick Chase, Chris Wright, Jamie SiJohn and Bob Anderson.

Motion No. 3: Nick Sumner moved to nominate Rick Chase, Chris Wright, Jamie SiJohn and Bob Anderson to the Nomination Committee.

Sally Lodato seconded.

Motion carried with unanimous consent (9-0 vote).

B. **Park Board member retirement/appreciate plaque** – *Nick Sumner* explained the longest-standing Park Board member, Chris Wright, will be retiring from the board when his second and final term ends Feb. 5. In addition to the accolades from each board member, Mr. Wright's wife, Council Member Karen Stratton, shared her appreciation for his dedication and for his 10 years of service on the Park Board. Each board member shared their gratitude for Mr. Wright's service and hard work. Mr. Sumner presented Mr. Wright an appreciation plaque on behalf of the Park Board and staff.

8. **Committee Reports:**

Urban Forestry Tree Committee: (The Jan. 1 meeting was canceled.) *Rick Chase*

A. Action Item: None

B. The next regularly scheduled meeting is 4:15 p.m. Feb. 5, 2019, at the Woodland Center, Finch Arboretum.

Golf Committee: (The Jan. 8 meeting was canceled.) *Gerry Sperling*

A. Action Item: None

B. The next scheduled meeting is 8 a.m. Feb. 12, 2019, Finch Arboretum Woodland Center.

Land Committee: Jan. 7, 2019, *Greta Gilman*

A. **Camp Sekani Conservation Futures property acquisition** – *Greta Gilman* opened the discussion explaining this property is listed #4 on the Conservation Futures prioritized acquisition list. *Garrett Jones* introduced Evergreen East Mountain Bike Alliance President *Nathan Hutchens* who presented an overview of the property. The 19.7-acre property is located just north of Camp Sekani and involves an extensive trail system in the Beacon Hill area. Camp Sekani is owned and operated by Parks, and maintain through partnerships such as the one with Evergreen. *Leroy Eadie* explained it is up to the property owner to accept to sell the property to Conservation Futures. Any action by the Park Board will not stop any potential development which is pending on this land. The board's action today would mean Parks is willing to accept the property if Conservation Futures funds are used to purchase the

property per the agreement of the property owner.

Motion No. 4: Greta Gilman moved to accept ownership of the land adjacent to Camp Sekani if the property is made available through Conservation Futures in efforts to maintain the integrity of the existing Beacon Hill Trail System.

Sally Lodato seconded.

Motion carried with unanimous consent (9-0 vote).

B. The next scheduled meeting is 3 p.m. Feb. 6, 2019, Park Operations Complex, 2304 E. Mallon.

Recreation Committee: Jan. 3, 2019, *Sally Lodato*

A. Action Item: None

B. The next scheduled meeting is 5 p.m. Feb. 7, 2019, Park Operations Complex, 2304 E. Mallon.

Riverfront Park Committee: Jan. 7, 2019, *Ted McGregor*

A. [Stageline mobile stage purchase/Pavilion \(\\$424,045\)](#) – *Jonathan Moog* provided an overview of a proposed mobile stage purchase from Stageline in the amount of \$424,045, plus tax. The 40' x 40" stage, plus extensions, may be rented to the Pavilion production company when Riverfront Park is not using it. By utilizing a mobile stage it allows the Pavilion to be more flexibility in its use than if there was a permanent stage in place. Mr. Moog said a stage, such as this mobile stage, it would cost about \$15,000 to rent for a weekend.

Motion No. 5: Ted McGregor moved to approve the purchase of a mobile stage from Stageline in the amount \$424,045, plus tax.

Jennifer Ogden seconded.

Motion carried with unanimous consent (9-0 vote).

B. [GeoEngineers habitat management plan amendment #4/North Bank \(\\$23,010\)](#) – *Berry Ellison* presented a proposed contract amendment #4 with GeoEngineers for a habitat management plan for the north bank project in the amount of \$23,010. Mr. Ellison explained GeoEngineers completed the Parkwide assessment of habitat management. As designs develop, each area of the park is evaluated as part of the permitting procedure.

Motion No. 6: Ted McGregor moved to approve the amendment #4 with GeoEngineers for a habitat management plan for the north bank in the amount of \$23,010.

Gerry Sperling seconded.

Motion carried with unanimous consent (9-0 vote).

C. [North Bank design, schedule and budget](#) – *Berry Ellison* presented a proposed design, schedule and budget for the north bank. The proposal involves a budget reallocation of \$896,746 from program-level contingency (the orange bridge funds) to the north bank construction budget. Mr. Ellison explained the design of the north bank project has evolved beyond the approved 30% schematic design. The north bank design includes a parking lot, intersection improvements, M&O facility, an add/alternate for a wheels park, a one-acre regional playground, an add/alternate for a basketball court and renovation of two shelters. The north bank project is scheduled to be completed by April 2020.

Motion No. 7: Ted McGregor moved to approve the design, schedule and budget for the north bank as presented.

Jennifer Ogden seconded.

Motion carried with unanimous consent (9-0 vote).

D. [Inland Northwest Vietnam Veterans Memorial resolution](#) – *Ted McGregor* explained the purpose of the proposed resolution is to identify the expectations of the Park Board relating to the process of moving the memorial to the arena. *Nick Sumner* invited citizens to provide public testimony relating to the memorial.

Public testimony: Veteran *Marshall Smith* lost his brother after he returned from military service in Vietnam. Mr. Smith shared an emotional story about his brother, and his return home which ended suddenly and tragically. About 15 years ago, Mr. Smith discovered the area where the memorial now stands. He explained it as a quiet, isolated place – symbolic of the way Vietnam veterans were treated when they returned. Mr. Smith believes the clarity of the individuals who determined this location was well thought out. *Hal McGlathery* thanked Mr. Smith for his point of view, and for his and his family's service to the country. Mr. McGlathery explained the Park Board will be faced with an extremely difficult decision regarding the proposed relocation. Mr. McGlathery provided background relating to the memorial's history and *Gary Henderson's* role in bringing it to reality in 1985. Mr. Henderson passed away New Year's Eve due to injuries sustained in vehicle accident. Mr. McGlathery met with Mr. Henderson earlier that day and shared the proposed resolution with him. He said Mr. Henderson was ecstatic with the proposed resolution and felt it well defines the direction the original Veterans Memorial Committee.

Mr. Eadie explained the resolution includes a request for the following: 1) project plan with timeline, 2) letter from the SPFD agreeing to accept the memorial at the arena; 3) written agreement from the construction company that they will incur all costs associated with their work and will be responsible for any possible damages during the move; and 4) an outreach plan with supporting documents. Mr. Eadie also noted Parks should reserve the right to conduct additional outreach if the project receives overwhelming support from veterans and the community. Two additions have been made to the resolution since it was presented to the Riverfront Park Committee on Monday. These changes include: 1) an additional "Whereas" stating "this statue is believed to be among one of the first Vietnam memorial statues erected in the United States"; and 2) adding language noting "regardless of the outcome of this process, there will be some type of recognition or rededication of the memorial."

Motion No. 8: Ted McGregor moved to approve the Inland Northwest Vietnam Veterans Memorial resolution as presented.

Mike Fagan seconded.

Motion carried with unanimous consent (9-0 vote).

E. [Interlocal cooperation agreement for development of the Sportsplex](#) – *Ted McGregor* provided background on the cooperation agreement for development of the Sportsplex. The agreement is a three-party agreement between the Park Board, the City Council and the Spokane Public Facilities District. The agreement outlines the goals, commitments and responsibilities between the parties. Parks' goals are to support the Sportsplex and its positive impacts on Parks, and to mitigate some litigation issues relating to the north bank. The agreement also describes the process for joint use. *Garrett Jones* reviewed edits which were

requested by the Riverfront Park Committee during their Monday meeting. These changes were also reviewed and agreed upon by the SPFD on Wednesday. Changes were made to Section 4, technical edits by staff and changes to the joint use agreement.

Motion No. 9: Ted McGregor moved to approve the interlocal cooperation agreement for development of the Sportsplex.

Bob Anderson seconded.

Motion carried with unanimous consent (9-0 vote).

F. The next scheduled meeting is 8:05 a.m. Feb. 11, 2019, in the City Council Briefing Center.

Finance Committee: Jan. 8, 2019, *Chris Wright*

A. [Procurement policy resolution and amendment](#) – *Chris Wright* presented an overview of the proposed procurement policy resolution and amendment. He explained the intent of this policy is to bring the Parks Division policy in alignment with the City's purchasing policy. The policy was also updated to include specific language for compliance with federal funding requirements and to align with Washington state RCW codes. Mr. Wright emphasized the adoption of this policy will not affect the Park Board's purchase threshold or signing authority.

Motion No. 10: Chris Wright moved to approve the procurement policy resolution and amendment as presented.

Bob Anderson seconded.

Motion carried with unanimous consent (9-0 vote).

B. The next regularly scheduled meeting is 3 p.m. Feb. 12, 2019, City Conference Room Lobby - Tribal, first floor City Hall

Bylaws Committee: *Jennifer Ogden*

A. [Park Board Bylaws amendment/final reading](#) – *Jennifer Ogden* presented the proposed amended Park Board Bylaws. Two minor changes have been made since the first reading last month. These edits include: 1) correction of a typo in the [Park Board Duties and Responsibilities form](#); and 2) [Section 16.7](#) – omission of the "or special" from the section in order to remain compliant with the Open Public Meeting Act. This section stipulates any matter listed on the advance notice for a regular committee meeting may be submitted for a vote by that committee whether or not designated as an action item on the advance notice. Ms. Ogden explained this is not the case with special or non-standing committee meetings, such as the Joint Arts Committee, which does not meeting regularly. In order to remain compliant with OPMA and still maintain flexibility to be able to vote on an item noted as a discussion item, it was agreed action items and discussion items on special meeting advance notices will be noted as action/discussion items on the agenda.

Motion No. 11: Jennifer Ogden moved to approve the amended Park Board Bylaws as presented.

Sally Lodato seconded

Motion carried with unanimous consent (9-0 vote).

9. **Reports:**
Park Board President: *Nick Sumner* reiterated his appreciation to Chris Wright for his guidance and for the depth of knowledge he has provided to the board. Mr. Sumner also presented *Leroy Eadie* with his city of Spokane 25-year service pen. Mr. Eadie was recognized for his work and dedication.
- Liaison reports:**
1. Conservation Futures Liaison – No report given.
 2. Parks Foundation Liaison – No report given.
 3. Council Liaison – No report given.
- Director's report:** *Leroy Eadie*
1. Leroy Eadie commended Jonathan Moog and his staff at Riverfront Park for having a phenomenal November and December in terms of revenue and visitor numbers.
10. **Executive Session:**
A. None
11. **Correspondence:**
A. Letters/emails: None

B. Newsletters: None
12. **Public Comments:** None
13. **Adjournment:** The meeting was adjourned at 5:08 p.m.
14. **Meeting Dates:**
- A. Next Committee meeting dates:
Urban Forestry Committee: 4:15 p.m. Feb. 5, 2019, Woodland Center, Finch Arboretum
Land Committee: 3 p.m. Feb. 6, 2019, Manito Park meeting room, Manito Park
Recreation Committee: 5 p.m. Feb. 7, 2019, Park Operations Complex, 2304 E. Mallon
Riverfront Park Committee: 8:05 a.m. Feb. 11, 2019, City Council Briefing Center
Golf Committee: 8 a.m. Feb. 12, 2019, Finch Arboretum Woodland Center
Finance Committee: 3 p.m. Feb. 12, 2019, City Conference Room Lobby - Tribal, first floor City Hall
 - B. Next Park Board: 3:30 p.m. Feb. 14, 2019, City Council Chambers
 - C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:


Leroy Eadie, Director of Parks and Recreation

**CITY OF SPOKANE PARK AND RECREATION DEPARTMENT
DECEMBER 2018 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JANUARY 7, 2018**

PARKS & RECREATION:

SALARIES & WAGES	\$	792,465.56
MAINTENANCE & OPERATIONS	\$	614,968.22
CAPITAL OUTLAY	\$	102,121.21
PARK CUMULATIVE RESERVE FUND	\$	16,902.53

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	2,594,839.50
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GOLF:

SALARIES & WAGES	\$	62,714.45
MAINTENANCE & OPERATIONS	\$	104,378.60
CAPITAL OUTLAY	\$	35,348.73

TOTAL EXPENDITURES:	\$	4,323,738.80
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Financial Reports December 2018

City of Spokane Parks & Recreation

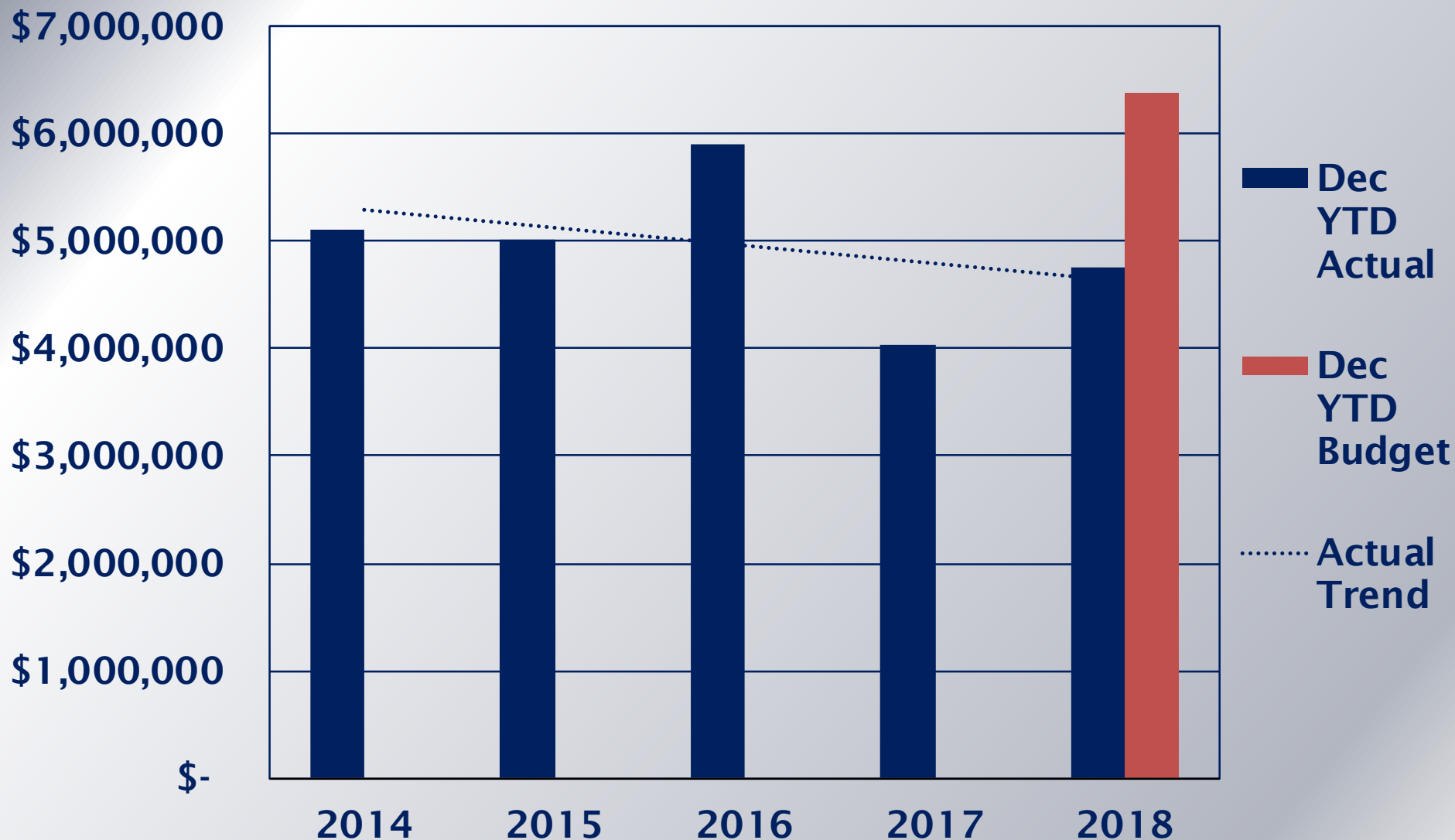
PARK FUND – Revenues & Expenditures

As of December 2018 (in millions)	2018 Budget	YTD Budget	YTD Actual	% YTD Budget
Park Revenue	7.15	6.39	4.76	74.54%
Transfers In	14.29	14.29	14.29	100.01%
Funds Available	21.44	20.68	19.05	92.14%
Expenditures	-18.99	-19.39	-18.27	94.25%
Transfers Out	-0.64	-0.67	-0.64	95.44%
Capital Outlay	-4.15	-2.15	-1.13	52.35%
2015 Windstorn	-0.16	0.09	0.07	80.96%
NET	- 2.51	- 1.44	- 0.92	
Beg. Noncommitted Bal*	1.26			
End Noncommitted Bal	0.04			

*For clarification purposes, the 5% Reserve is a reduction against the Beginning Balance.

Park Fund Revenue

5 Year Trend & YTD Budget



City of Spokane Parks & Recreation

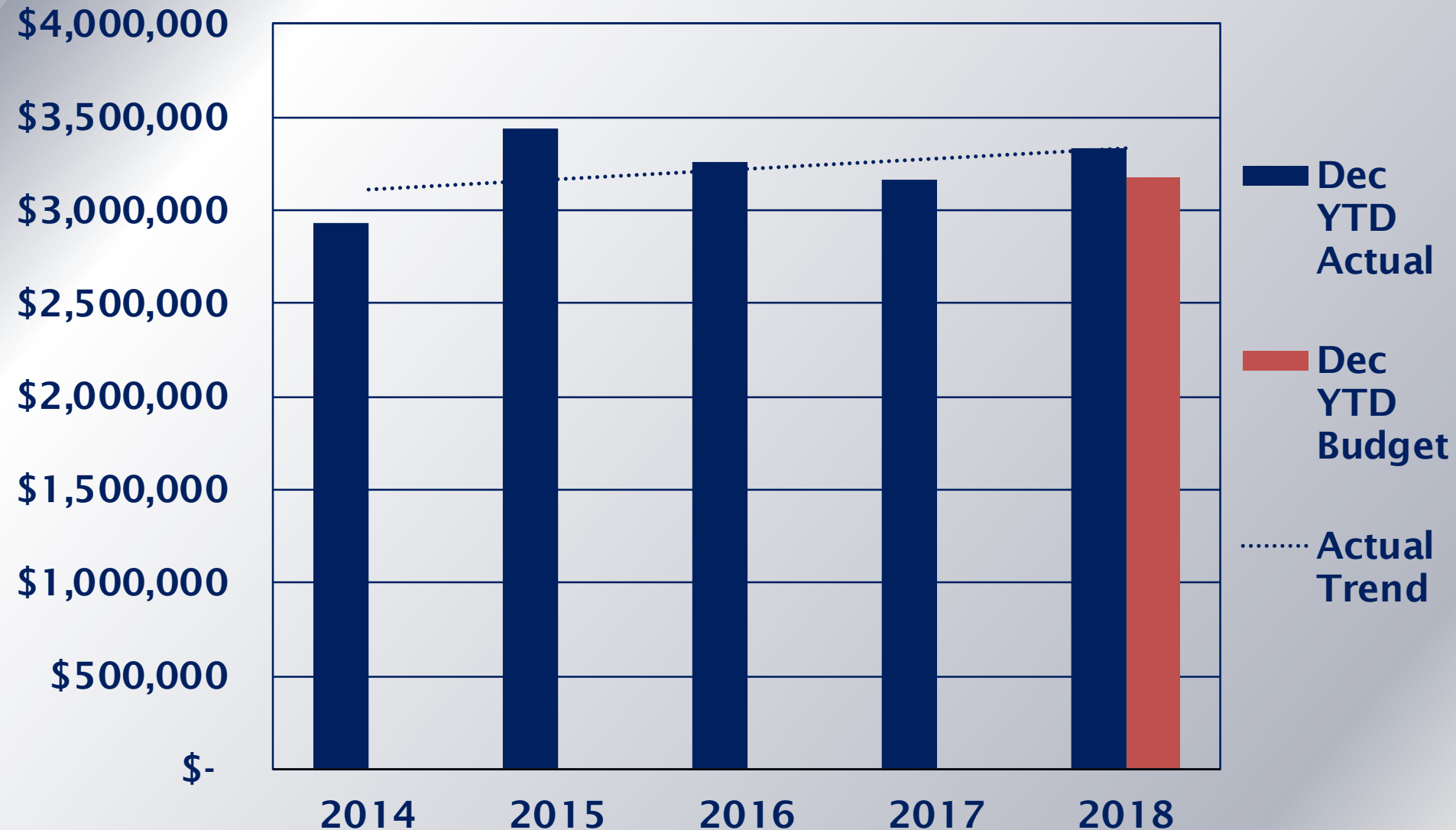
GOLF FUND – Revenues & Expenditures

As of December 2018 (in millions)	2018 Budget	YTD Budget	YTD Actual	% YTD Budget
Golf Revenue	3.81	3.17	3.34	105.19%
Transfers In	0.00	0.00	0.00	0.00%
Funds Available	3.81	3.17	3.34	105.19%
Expenditures	-3.28	-3.19	-3.15	98.58%
Transfers Out	-0.05	0.00	-0.05	0.00%
Capital Outlay	-0.36	-0.24	-0.08	33.21%
NET	0.12	- 0.25	0.06	
Beg. Noncommitted Bal*	- 0.17			
End Noncommitted Bal**	- 0.10			

*For clarification purposes, the 7% Reserve is a reduction against the Beginning Balance.

Golf Fund Revenue

5 Year Trend & YTD Budget



Riverfront Park Bond Fund

Project Component	Budget Adopted November 2018	Expended as of December 31, 2018	Committed to Date	Budget Balance
1. South Bank West	10,425,121	10,403,226	25,758	(3,863)
2. South Bank Central	11,736,419	11,599,994	50,406	86,019
3. Howard St. SC Bridge	74,618	143,930	-	(69,312)
4. Promenades & Cent. Trail	8,187,578	4,195,227	1,521,799	2,470,552
5. Havermale Island	22,236,845	6,038,476	14,431,834	1,766,535
6. snxw meneo	1,741	1,741	-	-
7. North Bank	8,685,576	232,761	698,695	7,754,120
8. South Bank East	160,364	156,847	400	3,117
Program Level	6,554,110	4,109,110	316,467	2,128,533
Total	68,062,372	36,881,312	17,045,358	14,135,702

2016 Conservation Futures Acquisitions

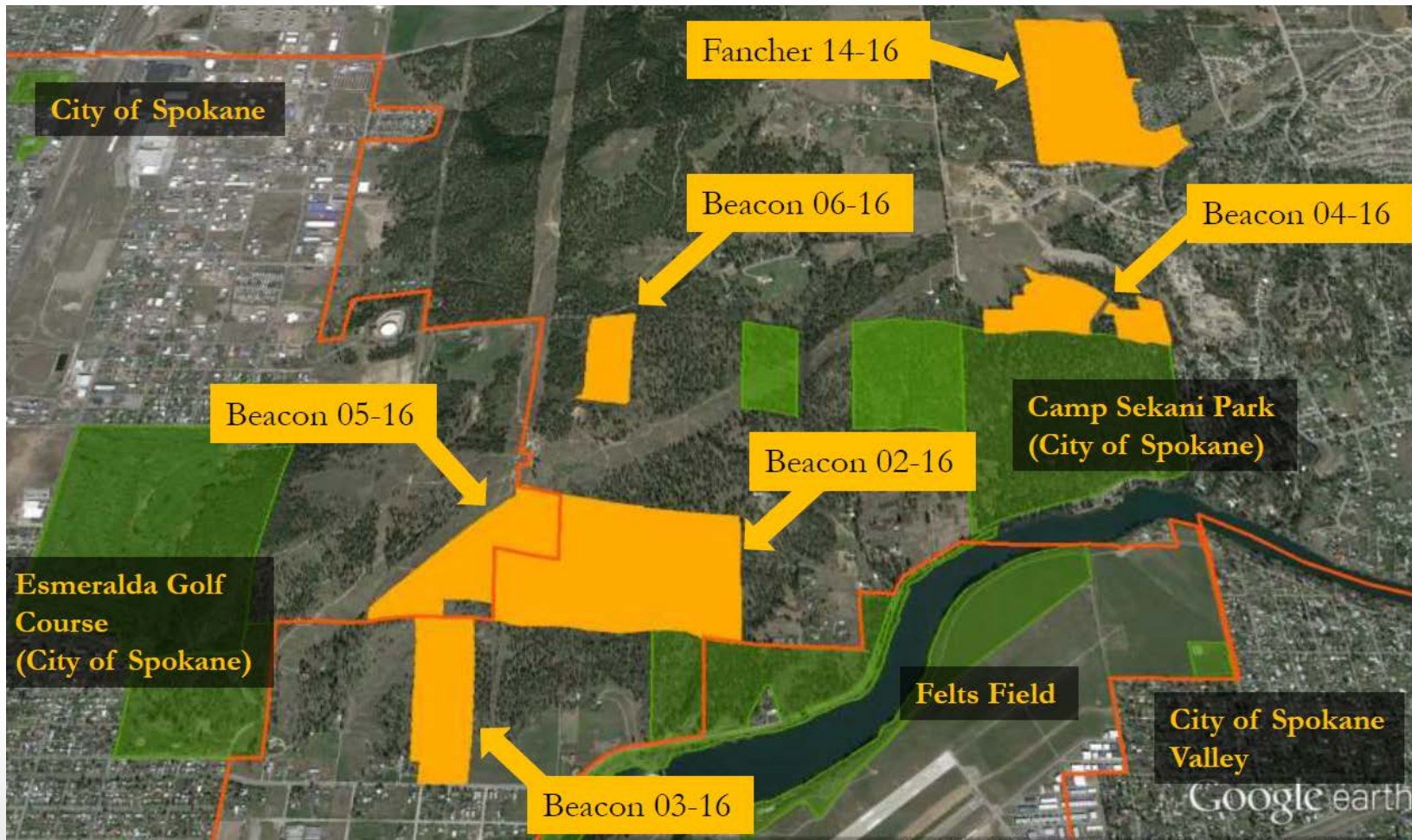
Park Board
January 10, 2019

2016 Property Rankings

Rank	Location / #	Parcel #'s	Address (if any)	Future Probable Ownership	Contact Info	Property Size (Acres)	Estimated Cost - Provided in the nomination form	Inside the UGA	Access	Future Public Access
1	Mica Peak - 24-16	54110.9001, 54142.9003, 54142.9002, 54142.9006, 54143.9016	Vacant	Spokane County	Paul Buckland 509-924-1911 paulbuckland@iepc.com	901	\$4,000,000	No	Private vehicle access via Radar Site Road (Gated at Starr Road) and foot access via Mica Peak CA or Liberty Lake RP	Access would occur via Mica Peak TH or Liberty Lake TH.
2	Antoine Peak - 01-16	Portions of 56315.9024, 46361.9104	17500 E. Wellesley Ave	Spokane County	Jim Etter 509-990-6325 or txrothrock@gmail.com	221	\$2,100,000	No	Paved - Wellesley and Flora - Paved road frontage	Existing Antoine Peak Trailheads & potential new parking area off of Wellesley / Flora.
3	Dishman Hills - 08-16	45315.9019, 45315.9020, 45323.9010, 45323.9124 (partial), 45322.9134, 45322.9094	4126 S Sunderland Drive	Spokane County	Flying L Limited Partnership, Andrew Phillips, 509-263-6547 aphillips9715@gmail.com	182	\$1,092,000	No	Paved - Sunderland Drive	Property provides relatively flat land with public paved road frontage for a feasible trailhead.
4	Beacon Hill - 04-16	Portions of 36364.9052, .9065, .9066	6702 E. Valley Springs Rd	City of Spokane	George Paras 509-535-8377 or george@parashomes.com	19.7	\$1,750,000	Yes	As proposed, no vehicle access - foot access through Camp Sekani Park	Existing Camp Sekani Park trailhead
5	Dishman Hills - 12-16 B	44182.9007, 44181.9038, 44181.9041	8800 S. Stevens Creek Rd & 10600 E Hallett Rd	Spokane County	Spokane Investors, Bob Hammacher 509-532-9005 or bob@xosesandmoreinc.com	210	\$1,050,000	No	Unmaintained public ROW - Stevens Creek Road Gravel - Hallett Road	Property would be served by Stevens Creek TH
6	Little Spokane River - 23-16	26014.7007, 36063.9123	Vacant	Spokane County	Camela Lathrop (Agent) 509-939-5851 or camela@camelacares.com	95	\$2,500,000	No	Private Vehicle access via Vistawood Ct and foot access via Fairwood Drive & WDFW property.	Walk up access could occur off of Fairwood Drive, but possibilities for developing public parking could be limited.
7	High Drive - 15-16	34051.0902	5600 S. Hatch Rd	City of Spokane	Greg Dnuehm (Agent), 509-747-1051	22.7	\$2,880,000	Yes	Paved - High Drive / 57th Ave	Could be served by an existing access point. Developing an official parking area may be a challenge due to busy road and
8	Latah Creek - 17-16	25361.0006, 25361.0007, 35312.0002	3515 S. Inland Empire Way	City of Spokane	Taodd Hime, 509-981-8848 or thime@pblaw.biz	47	\$2,400,000	Yes	Paved - Inland Empire Way	Pedestrian access could occur from the Bluffs or from off of Inland Empire Way. Could develop trailhead parking on property near the current home site.
9	Beacon Hill - 02-16	35024.9027, 35024.9028	Vacant	Spokane County	Robert Banta 509-255-9117 (no email)	70	\$480,000	No	No direct vehicle access - foot access from Upriver Drive / Shields Park	Existing Shields Park trailhead.

Beacon Hill 04-16 – Ranked #4

- 19.7 acres
- Portion of Parcels: 36364.9052, 36364.9065, & 36364.9066



Beacon Hill 04-16 – Ranked #4



Property Acquisition Questionnaire

1. Does acquisition have support of neighborhood organizations and citizens? **Yes**

Comments: Individuals testified in favor of acquiring this property through Conservation Futures. Organizations expressing support for this acquisition including Evergreen East Mountain Bike Alliance and other trail users. There was considerable public testimony, written comments, and letters to Conservation Futures program supporting this acquisition.

2. Does acquisition serve unmet needs? **Yes**

Comments: This is a key piece of property to what has become the premier and best utilized mountain biking trail system in the region, serving a growing population of mountain bikers and other trail users.

3. Does acquisition rely on Park funding, have an outside funding source, or is it being donated? (How much Park funding would be required: \$0.00) **No**

Comments: Acquisition would be funded by Conservation Futures.

4. Does acquisition incur new maintenance responsibilities or other on-going costs or require development or improvements? (Estimated cost: (\$0.00)) **No**

Comments: There is an existing maintenance agreement for this property with Evergreen East Mountain Bike Alliance that utilizes donated labor, equipment and supplies. This agreement will be supplemented with funds from the Spokane County Conservation Futures annual maintenance funds of \$48.20 per acre per year (\$950 per year for this property).

Property Acquisition Questionnaire

5. Does acquisition appeal to narrow population base or potentially all citizens of Spokane? **Property would appeal to variety of users.**

Comments: **Property has appeal for trail use such as walkers, hikers and mountain bikers.**

6. Is acquisition accessible to public? **Yes**

Comments: **Property has vehicle parking at Camp Sekani, off of Upriver Drive. Property can also be accessed from Beacon Hill trail system, the neighborhood just north of the property and is adjacent to the Centennial Trail.**

7. Does acquisition enhance or benefit existing park land? **Yes**

Comments: **Property is adjacent to Camp Sekani and would provide access to existing park property. The property is uphill from Camp Sekani and is the starting point for downhill mountain bike runs and provides views that are not available further downhill.**

8. Does property have any special or unique features or cultural significance that should be preserved and make it more desirable? **Yes**

Comments: **The property has views of the Spokane River and river valley, unique rock outcroppings, and some features from old homestead site**

Property Acquisition Questionnaire

9. Does acquisition have any liabilities (i.e. hazmat, unwanted structures, or immediate improvements needed) or use restrictions? (identify liabilities: **some structures and potential easement**) **Yes**

Comments: **There are some remnants of old structures and seller would likely request an easement for sewer line and possibly a fire road.**

10. Does the acquisition have potential to generate new revenues for Park Fund? (anticipated revenue: **\$500.00 annually**) **Yes**

Comments: **There is some revenue from mountain biking events and races. Spokatopia, an outdoor adventure festival featuring a large variety of activities, is also growing in popularity.**

11. Is the property within the City limits? **No**

Comments: **This property is adjacent to Camp Sekani, located 1 mile east of the city limits.**

12. Does the property function as a buffer or habitat corridor to enhance and preserve environmentally sensitive areas such as wetlands, groundwater recharge areas, or flora and fauna? **Yes**

Comments: **This property provides some wildlife habitat and would provide some buffer between existing park land and potential housing development..**

Property Acquisition Questionnaire

13. Is there potential threat of non-compatible development and loss of public use? **Yes**

Comments: The potential for this property to be turned into a housing development is significant. The property has an approved residential subdivision plat and is currently owned by a development corporation.

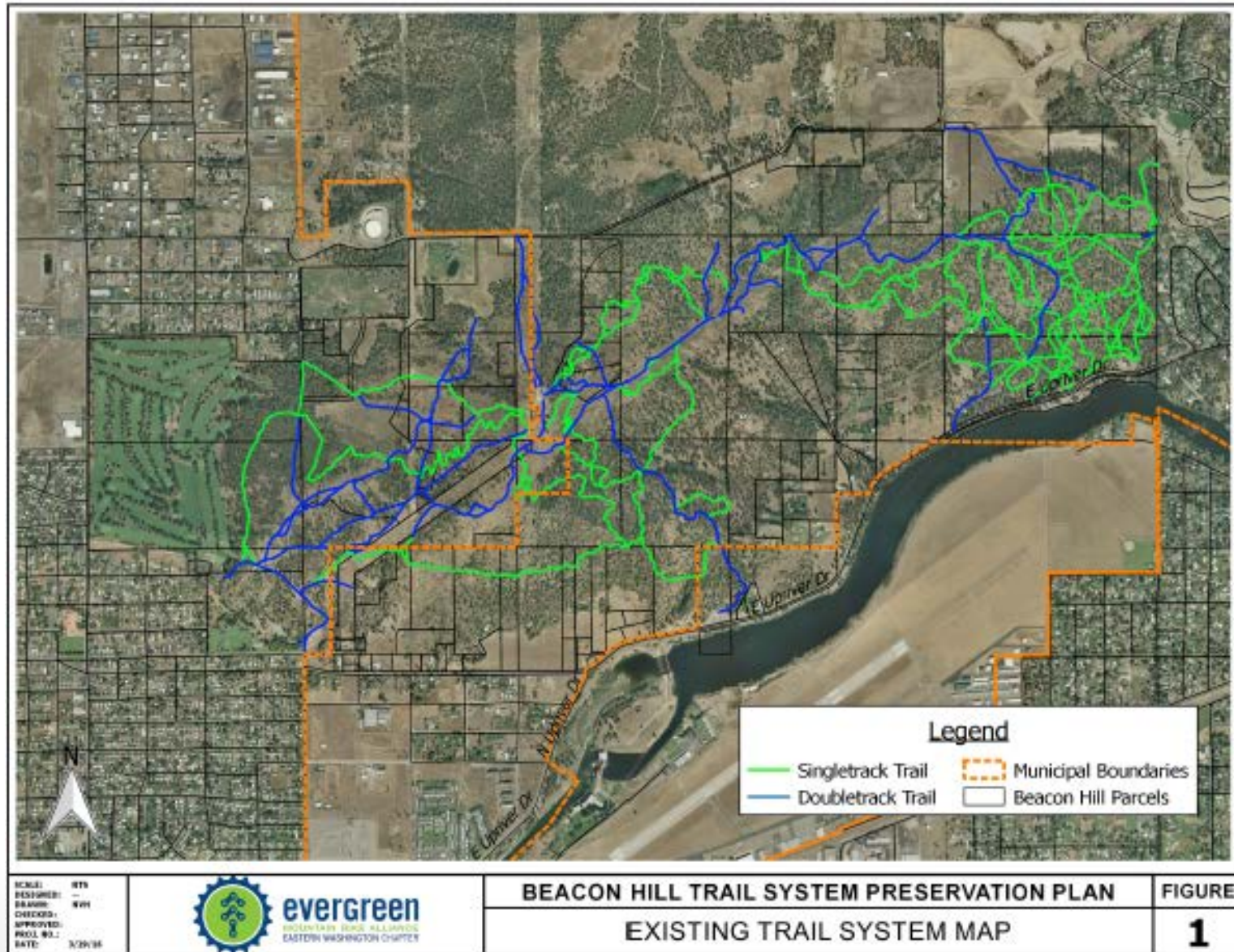
14. Would acquiring property reduce tax revenues? (assessed value is: \$0.00) **No**

Comments: Property is outside City limits so does not provide property tax revenue to City. Assessed value has not been determined as property is only a portion of existing parcels. Owner estimates value at \$1,750,000. Value is highly dependent on potential for development.

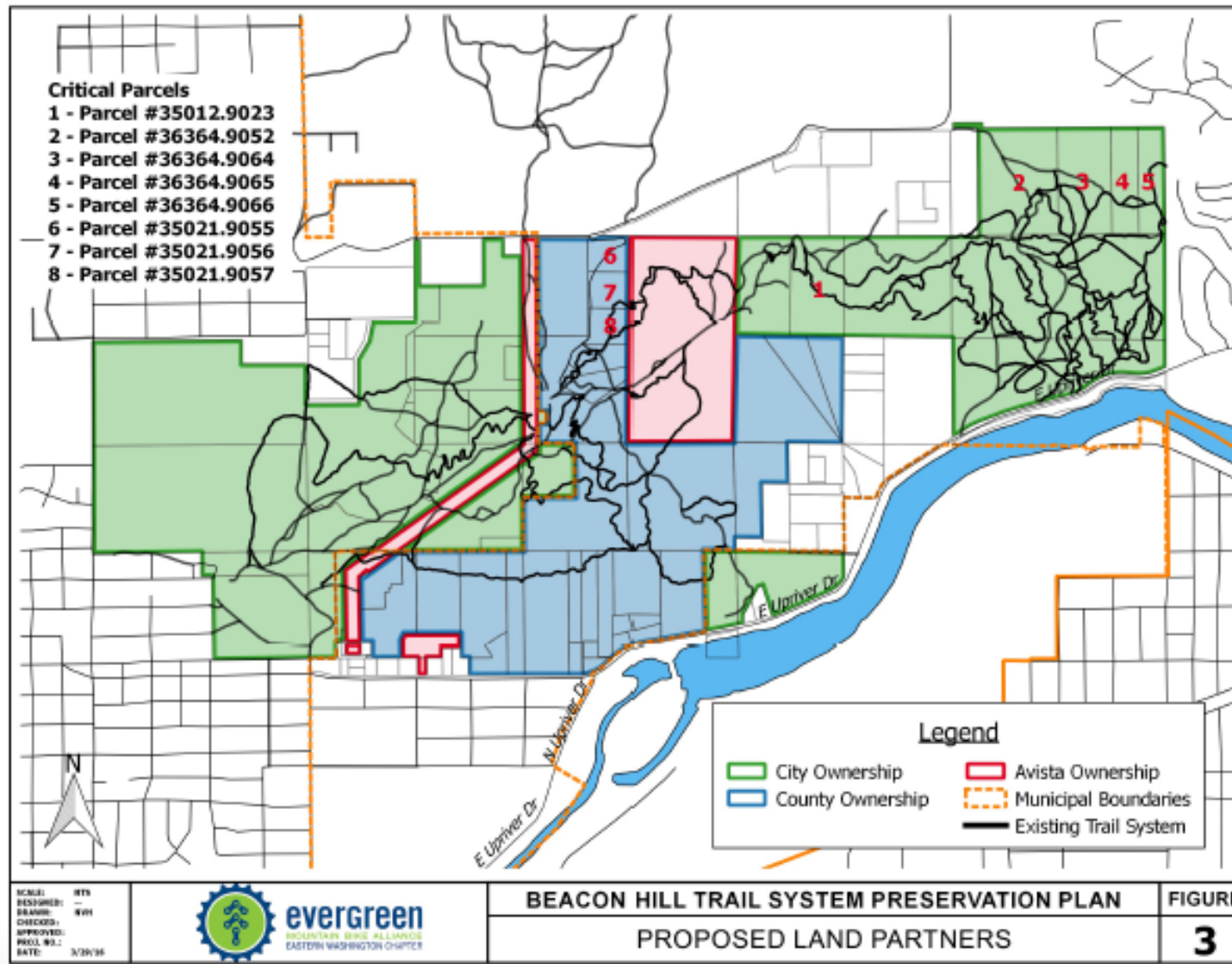
Other comments, special circumstances or considerations:

This is a key, strategic property acquisition identified in the Beacon Hill Trail Preservation Plan as presented to Park Board by Evergreen East Mountain Biking Alliance, a chapter of a highly successful statewide organization. Spokane Parks has had a valuable partnership with the Mountain Biking Alliance who has assumed responsibility for trail planning, development, and maintenance. The trail system not only serves citizens of Spokane but has become a regional destination for mountain biking, bringing a positive economic impact to the city. There is a significant threat of losing a very important part of this trail system to residential development if this property is not acquired for public purposes.

Future Considerations



Future Considerations



9th Oct 2018

City of Spokane, WA

Rev 2

Stageline SL320 Mobile Stage

Floor Size: 40' x 40'
 Wind Resistance: 115 mph without windwalls
 Trailer Weight: 42,100 lb



Standard Equipment *	\$	378,505
Options and Accessories	\$	37,320
Certification/Training	\$	8,220
Total	\$	424,045

All prices are in USD

Taxes not included (if applicable)

Payment terms: 30% to confirm, balance prior to departure

Approval

Date:

Signature:

Name:

EIN # (if applicable):

STANDARD EQUIPMENT ***ROOF STRUCTURE & RIGGING**

2 Built-in central trusses / 39'	Capacity: 3,000 lb each
2 Built-in downstage and upstage trusses / 42'	Capacity: 2,000 lb each
4 Built-in rigging points	Capacity: 2,000 lb each
12 Built-in rigging points	Capacity: 1,000 lb each
	Rigging load: 9,000 lb
8 Built-in rigging points	Capacity: 500 lb each
2 Side overhang rigging points	Capacity: 2,000 lb each
6 Line array rigging points	Capacity: 4,000 lb each
2 Aluminum side overhang support posts - 32'	Telescopic adjustment
4 Aluminum corner posts - 25'	Assures roof stability and safety
Fiberglass roof molded and bonded to structure	42' 2" x 40' 9"
Hydraulic roof extension panels	42' x 6'
Rigging load capacity tested at twice the working load	Total roof load capacity with soundwings 26,000 lb

HYDRAULICS

Hydraulic telescopic columns	Equipped with secondary locking system
Lifting capability: 1,500 lb of rigging equipment	
High power integrated hydraulic system	Equipped with safety valves on all cylinders
Hydraulic quick connectors	
4 Hydraulic stabilizers / stage levels from 3' 6" - 6'	No tools required
Capacity: 31,000 lb / each vertical support	
5.5 Gas engine with electric starter	No other power source required

STAGE

Deck: plywood painted black / quick leveling legs	40' x 40'
17 Guardrails (stage model) / aluminum / upstage 3 sides (4')	
Support brackets built-in for Stageline platforms	Full perimeter
Aluminum stairway - 8 steps - self-level - 35" wide - with handrails	
2 Work lights - LED	

TRAILER

Hydraulic gooseneck	Retracts 90°
2 Air suspension tandem axles	Safe ride, superior wear control factor
8 Tires	17' 5"
Air brakes with ABS	
Spare wheel / full size rim - integrated storage	
2 Storage bumpers	Protects structure
16 Equipment tie-downs	

STANDARDS & CERTIFICATION

Applicable regulations	IBC, SAE, DOT, NFPA, CBC, NBC & CWB
Vertical load:	Floor: 5 KPa (100 psf) / Roof: 1 KPa (20 psf)
Wind resistance:	115 mph without windwalls
	77 mph with windwalls
Certificate stamped by professional engineers	
All technical documents supplied	
24/7 Service Support +1(800) 267-8243	

9th Oct 2018

City of Spokane, WA

Rev 2

OPTIONS AND ACCESSORIES				
A	WINDWALLS - SKIRTS	Price (USD)	Quantity	
a1	Upstage fire-retardant black vinyl windwall - 75' 6" x 24' (with Doors)	\$ 8,200	1	\$ 8,200
a2	Skirting - 100' x 6'	\$ 1,850	1	\$ 1,850
NEW a3	Retractable backdrop installed on vertical beams - keder track and pulley to easily raise and lower the backdrop (includes upstage side windwalls)	\$ 16,300		
B	2 x SOUND WINGS (16' x 12')- extends stage floor to 64' x 40'	Price (USD)	Quantity	
b1	Extension platforms & accessories - 4' x 8' (Sugg. Qty: 12) - 16' x 12' wings (set of 2)	\$ 990	12	\$ 11,880
b2	Guardrails (platform model) / aluminum - 3' 8" (Sugg. Qty: 14) - for 16' x 12' wings	\$ 180	14	\$ 2,520
C	BANNER SUPPORTS	Price (USD)	Quantity	
c1	Lateral banner supports - 16' X 23'	\$ 570	1	\$ 570
D	HYDRAULICS	Price (USD)	Quantity	
d1	Electric motor, 3 HP 220V or 1 HP 110 V, hydraulic connections and pump for dual power (storage compartment included)	\$ 2,900		
E	REVERSIBILITY	Price (USD)	Quantity	
e1	Stage reversibility	\$ 9,500		
F	STAGE DRESSING	Price (USD)	Quantity	
	Vinyl - rainproof fire-retardant			
f2	Skirt extension - 20'	\$ 770		
f3	Downstage windwall extensions - 23' 10" x 26' 5" (with doors)	\$ 4,950		
f4	Backdrop windwall - 40' x 23' 11"	\$ 4,100		
	Scrims (mesh) / fire-retardant			
f5	Upstage - 75' 6" x 24'	\$ 8,200		
f6	Backdrop - 40' x 23' 11"	\$ 4,100		
f7	Downstage extensions - 23' 10" x 26' 5"	\$ 4,950		
G	ACCESSORIES	Price (USD)	Quantity	
g1	Loading ramp / aluminum - 3' x 12'	\$ 1,325	1	\$ 1,325
g2	Loading ramp / aluminum - 4' x 12'	\$ 2,300		
g3	Aluminum stairway - 8 steps - self-level - 35" wide - with handrails	\$ 2,400	1	\$ 2,400
g4	ADA lift - up to 6' - 600 lb max load - portable - access from all sides	\$ 12,500		
g5	Extension platforms & accessories - 4' x 8'	\$ 990		
g6	Extension platforms & accessories - 4' x 4'	\$ 800		
g7	Guardrails (platform model) / aluminum - 3' 8"	\$ 180		
g8	Guardrails (stage model) / aluminum - 4'	\$ 180		
g9	Toe rail for platforms / aluminum	\$ 175		
g10	Storage compartment / steel - 14" x 16" x 18"	\$ 725		
g11	Storage compartment / steel - 18" x 18" x 36"	\$ 825		
NEW g12	* Fly bays - 25' per side - for screens and video walls up to 16' x 9' - 3,000 lb capacity - (Set of 2) - includes platform storage frame on gooseneck	\$ 34,750		
NEW	Aluminum beams for 40' lighting truss			
g13	Downstage - connects P11 to P12 rigging points, 2 x 2,000 lb rigging capacity	\$ 1,500	1	\$ 1,500
g14	Upstage - connects T2 truss P7 to P12 rigging points, 2 x 2,000 lb rigging capacity	\$ 2,000	1	\$ 2,000
g15	Mid-stage - connects T1 & T2 trusses, 2 x 1,700 lb rigging capacity	\$ 3,800	1	\$ 3,800
g16	Spares kit	\$ 725	1	\$ 725
g17	Corner post storage/rack system	\$ 550	1	\$ 550

* Ballast required.

9th Oct 2018

City of Spokane, WA

Rev 2

OPTIONS AND ACCESSORIES

H	TRAILER GRAPHICS	Price (USD)	Quantity
h1	Logo only	TBD	
h2	Full graphic trailer wrap - (2 x (42' 2" x 9' 6")) - 2 x (3' 6" x 7' 4"))	\$ 7,700	
	Customized scrim* banners - printed graphics - 4 color process		
h3	Roof banner - 40' x 4'	\$ 1,570	
h4	Lateral banners - 15' 10" x 26' 4" (Set of 2)	\$ 3,700	
h5	Rear banner - 38' x 22' 4" - installs full size, with or without backdrop *available in vinyl - prices vary	\$ 7,240	
I	QUICK SHELTERS	Price (USD)	Quantity
i1	Quick shelter, polyester roof and walls - 10' x 10'	\$ 1,575	
i2	Quick shelter, polyester roof and walls - 10' x 20'	\$ 1,925	
J	MISCELLANEOUS	Price (USD)	Quantity
j1	Misc_Option 1	TBD	
j2	Misc_Option 2	TBD	
j3	Misc_Option 3	TBD	
j4	Misc_Option 4	TBD	
j5	Misc_Option 5	TBD	

Total for Options & Accessories \$ 37,320

SERVICES

		Price (USD)	Quantity
k1	Trailer shrink wrap	\$ 1,200	
k2	Training course - 5 day comprehensive (subject to options chosen) - maximum 4 technicians	\$ 3,940	1
k3	Trainer expenses - to, in & from training site (n/a when training given at Stageline)	\$ 4,280	1

Total for Services \$ 8,220

*Prices & Specifications subject to change without notice

Stageline SL320 - Sales Quote 2018



FOB - 720 W Spokane Falls Blvd., Spokane, WA 99201

Stageline Mobile Stage Inc.

700 Marsolais Street, L'Assomption, Quebec, Canada J5W 2G9

Tel.: (450) 589-1063, Fax: (450) 589-1711

www.stageline.com



523 East Second Avenue
Spokane, Washington 99202
509.363.3125

December 18, 2018

City of Spokane Parks and Recreation
808 West Spokane Falls Boulevard 5th Floor
Spokane, Washington 99201-3317

Attention: Jo-Lynn Brown

Subject: Proposal
Habitat Management Plan Addendum No. 4
City of Spokane Riverfront Park North Bank
Spokane, Washington
File No. 0110-148-15

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers completed a Habitat Management Plan (HMP) for proposed Riverfront Park improvements on June 17, 2015. That HMP was completed based on a 2014 conceptual master plan before specific design plans were developed. The June 17, 2015 HMP was developed to provide a background context, describe the general existing habitat conditions and list potential presence of priority species. However, because specific designs had not been completed, specific habitat impacts could not be estimated. Throughout the development of the HMP, it was understood by GeoEngineers, the City of Spokane (City), Washington Department of Fish and Wildlife (WDFW) and Washington Department of Ecology (Ecology) that unavoidable impacts to habitats were likely to occur and addendums to the HMP were expected as specific designs were developed.

The City has provided GeoEngineers with a 30% plus design for the North Bank of the park. Construction is anticipated to begin late spring/early summer 2019. Therefore, an HMP addendum is needed to quantify potential habitat-related impacts that might occur as a result of this design and suggested mitigation to compensate for impacts, if appropriate. GeoEngineers further understands that additional addendums will be required for other specific park improvements; however, the scope of services below are only for the North Bank as outlined in the attached Figure 1, Project Area.

SCOPE OF SERVICES

Task 1 Kick-Off Meeting

In order to address project goals, it is necessary to meet with the City of Spokane (City) and project design team. The intent of the meeting will be to understand details of the proposed design and considerations



that have led to their development. We assume this meeting will take place in downtown Spokane at the site of the proposed improvements or in the Parks and Recreation office.

Task 2 Grading/Demolition Permitting Assistance

The City has requested that GeoEngineers conduct a visual survey within the area of the proposed project boundary of the north Bank (Figure 1, Project Area) Pavilion and immediate surrounding area. The purpose of the visual survey will be to document the current site conditions and identify potential impacts, if any, that would occur to habitat within the area based on the proposed grading/demolition activities. After conducting the site visit, GeoEngineers will prepare a letter that describes the current conditions and provides photo documentation of the general North Bank area. GeoEngineers will provide our professional opinion of the type and quantity of impacts, if identified, along with additional support documentation as needed. One electronic draft copy of the report will be submitted to the City for review and comment. Following receipt of the City's review, GeoEngineers will revise as appropriate and resubmit a final electronic PDF copy of the letter to the City for their use/records.

Task 3 Design Plan Review

GeoEngineers has been given the proposed North Bank Designs for review by the City. GeoEngineers expects that some details will not be fully developed and will require some communication with the design team. The intent of this task will be for GeoEngineers to understand specific details of the project so estimates and potential impacts can be properly described. If, in the opinion of GeoEngineers, design plans are not sufficient for preparing the HMP addendum, the City will be notified to discuss solutions for completing this scope of services.

Task 4 Map Habitat Types in the Field

GeoEngineers will deploy one staff person to the North Bank Area referenced above to map and photograph existing conditions and habitat types within the respective project footprint and general adjacent area. We will use the field data to quantify potential impacts and provide an opinion of appropriate mitigation, if needed. The field observations will be made when, in GeoEngineers' professional opinion, weather conditions are suitable. For example, if deep snow is present, it might be determined that conditions are not appropriate for conducting field observations.

Task 5 Prepare Draft Addendum

The draft HMP Addendum No. 4 will be specific to the proposed park improvements to the North Bank Area described above. Background information for the overall park area is contained in the June 17, 2015 HMP; therefore, it will not be necessary to reproduce it under this addendum. This addendum will only quantify and map existing habitat conditions within the footprint of park improvement designs and discuss potential impacts and improvements to habitat as applicable. These impacts and/or improvements to habitat will be quantified for documentation and support of the final and separate HMP mitigation addendum as mentioned below.

Specific mitigation concepts will not be developed within this addendum. Based on discussions with the City, it is understood that mitigation for all impacted park elements will occur after park improvements are complete in 2020. Therefore, it is assumed that mitigation needs, specific to the proposed park improvements identified in this scope of services, will be combined into a separate HMP mitigation addendum at a later date when habitat improvements will be described.



Task 6 Prepare Final Addendum

After receiving the appropriate comments, GeoEngineers will address them and make appropriate modifications to the final document and submit it to the City for their use/records.

TERMS, FEE ESTIMATE, AND SCHEDULE

Our services will be completed in accordance with terms in our February 5, 2015 City of Spokane Consultant Agreement, OPR No. 2015-0145. We understand that authorization to proceed with the scope of services proposed herein will be provided by the City of Spokane.

Based on our current knowledge of the project and key assumptions, our fee estimate for this project is \$23,010 and detailed in the table below.

Task Number	Task Description	Estimated Fee
1	Kick-off Meeting	\$1,820
2	Design Plan Review	\$2,850
3	Grading/Demolition Permit Assistance	\$950
4	Map Habitat Types in the Field	\$3,650
5	Prepare Draft Addendum	\$8,990
6	Prepare Final Addendum	\$4,750
Estimated Project		\$23,010

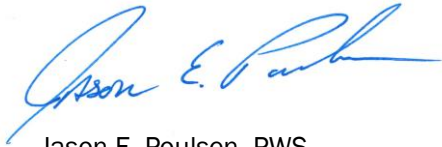
Please note, the schedule associated with completing this HMP addendum is highly dependent upon design plans and information provided by others. We understand the purpose and urgency of these deadlines and we will work to meet them. However, in the event of an unforeseen issue arises, GeoEngineers will inform the City immediately.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.



GeoEngineers appreciates the opportunity to assist City of Spokane with the Spokane Riverfront Park HMP addendum process. If there are any questions concerning the information presented in this proposal, please contact Jason Scott in our Spokane office at 509.363.3125 or Jason Poulsen in our Boise office at 208.258.8327.

Sincerely, GeoEngineers, Inc.



Jason E. Poulsen, PWS
Senior Natural Resource Scientist



Jason R. Scott, FP-C
Associate

JEP:JRS:mls

Attachment:

Figure 1. Project Area

One copy submitted electronically

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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Notes:

1. The locations of all features shown are approximate.

2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document.

GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Data Source: Obtained from the City of Spokane

Project Area	
Riverfront Park North Bank Spokane, Washington	
	Figure 1

**RIVERFRONT PARK REDEVELOPMENT
SPOKANE PARKS AND RECREATION DIVISION**

(Meeting Location: City Hall Lobby - Lilac Conference Room)

EXECUTIVE TEAM MINUTES DECEMBER 17, 2018

Present: Greta, Jon, Dell, Bill, Matt, Chris, Fianna, Jo-Lynn, Berry, Garrett, Danielle, Ted, Leroy, and Rick

1. Discussion: North bank 30% design

- A. Updated design and budget-
 - a. Project Budget \$6,575,929; estimate of cost \$7,768,024. **Delta: ~~1,192,095~~ \$896,746.00 (a result of O&M building overages).**
- B. Value Engineering items-Additive Alternates **Discussed Base Bid vs Add/Alts below**
 - a. Add Playground Water feature & two play elements;
 - b. Expand skate park by 3,000sf
 - c. O&M interior walls and mezzanine level, O&M covered parking, ~~O&M Elevator, and O&M's roof connection to Sportsplex~~
 - d. Add 2nd entry monument.
Discussion: All alternates approved except O&M Elevator and Roof connection to Sportsplex.
- C. Schedule: **Design is currently 8 weeks behind schedule. Anticipated Construction Start date is June 14, 2019 and Open to Public on April 28, 2020. Approved**
- D. Funding; recommendation on increasing budget
 - a. Orange Bridge funds, \$1m that could be used to add budget to M&O facility. **\$896,746 Approved to reallocate to N Bank to cover budget overage. PMO to offer budget reallocation to RFP & PB for action.**

Discussion:

- 1. PMO to Advertise for bid with approved alternates (listed above). Place 90 day moratorium on bid alts for funding research. Present bid results to Executive Team for review and approval.
- 2. PMO office to review Bond procedures with City Attorney, verify bid extension/award requirements.
- 3. PMO to Explore grant opportunities for expanded skate park.
- 4. In the event additive alternates are desired to be awarded, funding may be available through:
 - a. Tour Train \$250k
 - b. *Recalculated interest income +/- \$300k
 - c. *Downtown Impact Fees (for Intersection improvements) \$119K
 - d. *Utility Storm water Strategic Funds 150K (for conveying Sportsplex stormwater to River)

***Indicates assumed dollars, not a guaranteed funding source**

Contracts: Approved

GeoEngineers HMP (Habitat Management Plan) Amendment #4 - North Bank \$ 23,010.00



**RIVERFRONT PARK MODERNIZATION
SPOKANE PARKS AND RECREATION DIVISION
NORTH BANK PROJECT BUDGET**

N BANK BUDGET ALLOCATION					
NO	ITEM	CURRENT BUDGET	ADJUSTMENT	PROPOSED BUDGET	NOTES
1	CONSTRUCTION	6,662,660	896,746	7,559,406	Reallocation of HSBS (Orange Bridge) funds
2	CONTINGENCY	836,014	-153,528	682,486	Previous Action by Park Board: Reallocation of Fund 1950 for Carnation Building Abatement
3	WSST	672,060	53,226	725,286	8.8% of Construction & Contingency
4	Subtotal	8,170,734	796,444	8,967,178	

N BANK ADDITIONAL FUNDING OPPORTUNITIES:		
1	Tour Train	250,000
2	*Recalculated Interest Income	300,000
3	*Downtown Impact Fees	119,000
4	*Utility Stormwater Funds	150,000
5	Subtotal	819,000
6	Tax	72,072
7	Total	746,928
	*Indicates assumed dollars, not a guaranteed funding source	

Revised December 14, 2018				Week 12		Week 13		Week 14		Week 15		Week 16		Week 17		Week 18		Week 19
18-06-109 North Bank Playground Schedule				12/9	12/15	12/16	12/22	12/23	12/29	12/30	1/5	1/6	1/12	1/13	1/19	1/20	1/26	1/27
Activity No.	Activity Description	Start Date	End Date															
Design Schedule																		
1	30% Design Development																	
	Consultant Kick Off		9/28/2018															
	Preliminary Consultant Estimates Due to BWA		10/12/2018															
	30% Design Due from Consultants to BWA		10/15/2018															
	30% Design Submittal to City (Preferred Alternative Concept)		12/3/2018															
	Media Tour		TBD															
	Presentation to Executive Team		12/17/2018															
2	60 % Design Development																	
	DSC and Public Open House		Complete															
	Design Review Board Submittal #1		Complete															
	Public Survey		Complete															
	RFP Committee Action		2/5/2018															
	Park Board Action		2/14/2019															
	Early Pre-Dev Meeting		2/15/2019															
	Design Review Board Presentation #1		Complete															
	Community Mtg 1 Wheels Park		Complete															
	3rd Party Playground Review	1/7/2019	1/21/2019															
	Community Mtg 2 Wheels Park		1/9/2019															
	60% Design and Estimate Submittal	12/18/2018	2/14/2019															
3	Construction Drawings																	
	50% Design Submittal (To City)	2/15/2019	3/6/2019															
	Design Review Board Submittal #2		1/31/2019															
	Design Review Board Presentation #2		2/27/2019															
	75% Design Submittal (Internal)	3/7/2019	3/29/2019															
	95% Design Submittal - (To City and Permitting)	4/1/2019	4/26/2019															
	** 100% Bid Set Due	4/26/2019	5/10/2019															
4	Bidding																	
	Bid Advertisement		5/10/2019															
	Addendum 1 (Permit)		6/3/2019															
	Bids Due		6/10/2019															
	Finance Committee Approval		6/13/2019															
	Award & Contract		6/13/2019															
5	Construction																	
	Construction NTP		6/14/2019															
	Substantial Completion I (Playground)		4/30/2020															

Bid Solicitation 5/15/2019

Bids Due 6/24/2019

Park Board Approval and Award 6/26/2019

NTP 6/27/2019

Park Board Approval

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution describing the Park Board's preferred process for considering moving the Inland Northwest Vietnam Veterans Memorial from Riverfront Park to Spokane Veterans Memorial Arena.

WHEREAS, the Park Board is empowered by the City Charter to lay out, establish, purchase, procure, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways, and

WHEREAS the Park Board is empowered by the City Charter to exercise supervision over all shade trees, shrubs and plants of all kinds on or in the streets and public places of the city, and over all resting places, water stations, playgrounds and parade grounds, and

WHEREAS the Park Board is empowered by the City Charter to make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations, and

WHEREAS the Park Board is empowered by the City Charter to improve and adorn parks and park property and do all things necessary or proper to render the parks or other property of value to the public, and

WHEREAS the Park Board must vote on both receiving art, memorials, and statues and disposing/moving of the same, and

WHEREAS a group of veterans is proposing to move the Inland Northwest Vietnam Veterans Memorial from Riverfront Park to the Spokane Veterans Memorial Arena, and

WHEREAS the group proposes it will be easier to find at the Arena, consolidated with other war memorials, and

WHEREAS the Park Board and the Parks and Recreation Division is not seeking to relocate the Memorial, but is always open to hearing requests from the community, and

WHEREAS the Park Board is not inclined to relocate art from a park unless there is significant and overwhelming community support to do so, primarily from veterans on this art piece, and

WHEREAS the Memorial could absolutely benefit from improved wayfinding, and

WHEREAS the care and maintenance of the Memorial are of a high priority to us, and

WHEREAS the Memorial was commissioned by Deborah Copenhaver in 1984 and dedicated in Riverfront Park in November of 1985, and

WHEREAS names of all deceased Vietnam veterans from the Spokane area are engraved in the sculpture's pedestal, and

WHEREAS the location was originally selected because it sits on a knoll, overlooking the park, and

WHEREAS this statue is believed to be among one of the first Vietnam memorial statues erected in the United States.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Park Board that the group proposing the move must create a project plan to present to the Park Board's Riverfront Park Committee, including a proposed timeline, letter from the Spokane Public Facilities District agreeing to accept the Memorial for placement at the Arena, agreement in writing from the construction company agreeing to incur all costs associated with the move and any damage that occurs from the move, and an outreach plan with supporting documentation. The outreach plan shall include signed petitions, a log of outreach efforts, letters of support, and including:

- 2-3 public meetings with advertising targeted to veterans and their families
- Posting locations could include the VA Hospital, VFW, Veteran Services of Spokane County, Spokane Veterans Outreach Center, and Support Services for Veteran Families.
- Additional outreach should include social media and traditional media (TV, radio, print)

The Park Board would need to hear overwhelming support from the community, primarily veteran and veteran family support, to consider the move. Parks and Recreation staff will conduct additional outreach if the item reaches the Riverfront Park Committee agenda, to ensure citizens are aware of an upcoming information or action item and can provide additional input. This outreach will likely include social and traditional media. Regardless of the outcome of this process, there will be some type of recognition or rededication of the memorial statue.

Dated this 10th day of January, 2019.

Park Board President

City Clerk

Approved as to form:

Assistant City Attorney

INTERLOCAL COOPERATION AGREEMENT FOR DEVELOPMENT OF SPORTSPLEX

THIS INTERLOCAL COOPERATION AGREEMENT is made Effective Date (defined herein), by and between the SPOKANE PUBLIC FACILITIES DISTRICT, a municipal corporation (“**District**”), the CITY OF SPOKANE, WASHINGTON, a first-class charter city (the “**City**”), and the City of Spokane Park Board (“**Parks**” or “**Park Board**”), hereinafter collectively referred to as the “**Parties**.”

RECITALS

- A. Washington’s legislature permits the creation of public facilities districts through Chapter 36.100 RCW to carry out certain objectives of local municipalities, including acquisition, construction, ownership, remodeling, maintenance, repair and operation of sports, entertainment, and convention facilities, together with contiguous parking facilities.
- B. Consistent with the legislature’s authorization, the City and County of Spokane created the District to carry out certain City and County objectives, including establishment of a concentrated development and management structure for the region’s sports, convention and entertainment facilities that benefits City and Spokane County residents, businesses and visitors.
- C. After authorization by the Spokane County electors, the District in September 1995 completed the development and construction of the Spokane Veterans Memorial Arena, which provides a venue for basketball, ice hockey, volleyball and other sports and entertainment events.
- D. On July 14, 2003, the Spokane City Council approved Resolution 03-74 and Resolution 03-75 which provided for the intergovernmental transfer of the Spokane Convention Center, Spokane Opera House, Washington State Agricultural Trade Center and Spokane Center Parking Lots to establish the partnership between the City and the District for the purpose of renovating, expanding, operating and managing the Spokane Convention Center to include constructing capital improvements to the existing facilities.
- E. The District has subsequently completed two expansions to the Convention Center, facilitated the development of a public parking garage adjacent to the Convention Center Facilities and engaged in other public facility developments.
- F. Chapter 39.34 RCW authorizes the District and the City to enter into agreements for joint or cooperative action to exercise any power or powers, privileges, or authority exercised or capable of exercise by either the District or the City.
- G. Chapter 35.59 RCW authorizes the City, either individually or jointly with any other municipality such as the District, to acquire and to construct, install, add to, improve, replace, repair, maintain, operate and regulate the use of sports and recreation facilities located within the City, and to pay for any investigations and any engineering, planning, financial, legal and professional services incident to the development and operation of

such multi-purposes community centers, and further authorizes the City to appropriate and/or expend any public moneys available for carrying out such purposes.

- H. Chapter 67.28 RCW authorizes the City to convey or lease any lands, properties or facilities to any other municipality for the development by such other municipality of tourism-related facilities, or to participate in the financing of all or any part of the public facilities on such terms as may be fixed by agreement between the respective legislative bodies.
- I. The District, the City and Park Board desire to enter into this Agreement to provide for the District's acquisition, development, construction and operation of a multi-purpose indoor sports facility for athletic and recreational events with seating for spectators, known as the "**SportsPlex**."
- J. The District, the City and Park Board each hereby find and determine that this Agreement is mutually fair and advantageous to the District, the City, and Park Board.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, the Parties agree as follows:

- 1. **DEFINITIONS** As used in this Agreement, the following terms have the meanings provided in this Section:

1.1 Acquisition Costs shall mean any and all costs to acquire Additional Sportsplex Property, whether or not such costs arise out of the activities of the City and/or its officers, agents, and/or employees. Without limiting the generality of the foregoing, such costs may include: (a) amounts payable as an option and/or purchase price to the seller(s) of Additional Sportsplex Property, including attorneys' fees and costs, if any, which are either due or payable as part of any settlement relating to voluntary acquisition of Additional Sportsplex Property; (b) amounts awarded by a court/jury to the owner(s) of Additional Sportsplex Property as just compensation following trial, including any attorneys' fees and costs awarded by the court to the owner(s) and/or their attorneys; (c) amounts paid to the owner(s) of Additional Sportsplex Property and/or their attorneys as attorneys' fees and costs upon discontinuance and/or abandonment of efforts to acquire Additional SportsPlex Property by eminent domain; (d) any relocation assistance paid to such owner(s) or seller(s), whether or not required under Chapter 8.26 RCW; (e) costs of necessary appraisals and title insurance to acquire Additional Sportsplex Property; (f) environmental compliance services, demolition, and site preparation costs; (g) amounts payable as a result of any claim against the City that a property owner suffered damages or that such owner's property was inversely condemned as a result of any pre-condemnation; and (h) legal and other professional costs and fees incurred by the City to acquire Additional SportsPlex Property as provided in Section below.

1.2 Additional SportsPlex Property means any real property to be acquired by the City of Spokane and the District which is necessary and reasonable to develop the SportsPlex.

1.3 Agreement means this Interlocal Cooperation Agreement.

1.4 Effective Date means [_____], 2018.

1.5 Permits mean all licenses, permits, approvals, waivers, and consents applicable to the Property, issued by any governmental authority.

1.6 SportsPlex Property means real property owned or acquired by the District or the City (and Park Board) upon which the SportsPlex will be located.

1.7 Sportsplex means a facility which shall consist of a field house to generate sports tourism through use by the general public that will include basketball, volleyball, indoor track and other court sports with associated meeting rooms, locker rooms, rest rooms, public areas, office space, concession areas and may include an ice house.

1.8 Title Company means a Title Insurance Company located in Spokane.

1.9 Title Policy means a policy of title insurance, insuring title to the fee and leasehold interests in the SportsPlex Property in an amount agreed to by the Parties.

1.10 Title Report means a preliminary commitment for a Leasehold Title Policy, issued by the Title Company.

2. PURPOSES. The purposes of this Agreement are to set forth certain agreements between the City, the Park Board and the District relating to the SportsPlex including: (a) the lease and acquisition of real property and (b) its financing, development, operation and management.

3. THE SPORTSPLEX.

3.1 Lease and Acquisition of SportsPlex Property. Within sixty (60) days of the Effective Date or as otherwise agreed, the Park Board shall lease the real property described on Exhibit A, attached hereto ("**SportsPlex Property**"), "AS IS", to the District for purposes consistent with this Agreement ("**Lease Agreement**"). It is understood that "**Additional Sportsplex Property**" may be necessary to develop and operate the Sportsplex. In consideration for matters set forth in this Agreement, the annual rent for the lease shall be one dollar (\$1.00) per year for thirty (30) years with the District granted the right to renew the Lease Agreement for an additional thirty (30) years upon the same terms, unless agreed otherwise. The Parties shall agree upon the form and content of the lease agreement for the SportsPlex to include the Additional SportsPlex Property.

3.1.1 Identification and Acquisition. The City shall cooperate with the District and its consultants to identify Additional Sportsplex Property reasonable and necessary to develop, construct, operate and maintain the SportsPlex. Thereafter, the City and the District shall exercise best efforts to acquire such real property, consistent with the terms of this Agreement and shall lease the same to the District.

3.1.2 Property Purchase. The City and the District have identified Additional SportsPlex Property which is legally described on Exhibit B and depicted on Exhibit B-1 as reasonably necessary to develop, construct and operate the Sportsplex in accordance with design documents developed by consultants to the District. To acquire the Property the form and content of the Real Estate Purchase and Sale Agreement (REPSA) shall be agreed to by the District and the City and thereafter submitted to the owner of property described on Exhibit B, attached hereto. Upon acceptance of the REPSA by the property owner and the Parties the closing of the property purchase shall proceed as set forth in the REPSA. The City and the District have agreed to share in the cost of the real property acquisition as set forth in Sections 3.4.2.1 and Section 3.4.3.1 herein.

3.1.3 Title Insurance. Within ten (10) days from the Effective Date or as mutually agreed, the City shall provide the District with a Title Report for review and comment. Ten (10) days after receipt of the title report, the District shall provide the City with its written objections to the title report whereupon the Parties shall meet and confer in order to resolve such objections. In the event the Parties are unable to resolve the District's title objections within a reasonable period of time, the District may postpone placing its signature upon the Lease Agreement until such matters are addressed to the reasonable satisfaction of the District. Following execution of the Lease Agreement by the Parties, the City, at its sole cost and expense, shall provide the District with a Title Policy from a Title Company.

3.2 Design and Development. The District shall, at its sole cost and expense, design and construct the Sportsplex. To facilitate such design and construction, the District shall obtain, manage, and coordinate the conceptual design work for the SportsPlex and periodically provide updates to the City Executive Team (a group to be designated by the City). The site design shall include pedestrian connections from the SportsPlex Property to Riverfront Park and shall conform to reasonable standards established by the City Park Board in a manner consistent with the redevelopment of Riverfront Park. Parks staff will participate in the design development discussions and meetings through the design-build validation period.

The District and the City acknowledge, pursuant to the Letter of Understanding between the Parties dated January 11, 2018, the design of the SportsPlex shall include keeping the Executive Team informed on matters that are of mutual interest to the Parties.

3.2.1 Design-Build Procedure. The District, for the purpose of designing and constructing the SportsPlex shall use the design-build procedure set forth in RCW 39.10.300 - .330 ("**D-B Procurement Procedure**") to include making application and seeking approval from the State of Washington Project Review Committee. The District shall be responsible for managing the design, permitting and construction of the SportsPlex.

Following approval by the Project Review Committee the District through the D-B Procurement Procedure shall enter into a contract with a Design-Builder

(consisting of a design professional and general contractor). Such process shall provide that the Design-Builder shall provide the District with a Guaranteed Maximum Price for construction of the Sportsplex.

The District shall pay the costs and expenses incurred in connection with the design and construction of the SportsPlex including costs of site preparation, labor, materials, supplies, and equipment, costs of obtaining required governmental approvals, as well as the District's legal, architectural, engineering, and other professional costs associated with the design and construction of the SportsPlex.

3.2.2 Site Preparation and Environmental Covenants and Indemnification.

The City agrees to reimburse the District for site preparation costs relating directly to demolition and environmental remediation on the SportsPlex Property in an amount not to exceed Eight Hundred Thousand 00/100 Dollars (\$800,000.00). Should site preparation or land acquisition issues arise that are not contemplated by the terms of this Agreement, the Parties agree to enter into an addendum to this Agreement, using the language and concepts in the Letter of Understanding.

3.3 Final Decision Authority. Although the City may consult and assist the District with the acquisition of Additional SportsPlex Property, if any such property needs to be acquired, subject to the provisions herein, the District shall retain final responsibility for and decision making authority and discretion regarding design and construction of the SportsPlex.

3.4 Financing.

3.4.1 Spokane County. Pursuant to Joint Resolution adopted by the Board of County Commissioners of Spokane County, Washington, and the Board of Directors of the Spokane Public Facilities District ("**Joint Resolution**") (attached hereto as Exhibit C), Spokane County has agreed to issue County bonds in the amount of up to \$25,000,000.00 plus issuance costs for the purpose of constructing the SportsPlex.

3.4.2 Spokane Public Facilities District. Pursuant to the Joint Resolution, the District agrees to pledge, subject to other outstanding priority debt, its sales/use tax and lodging tax revenues to pay the County Bonds identified in Section 3.4.1 above and to offset any operating losses of the SportsPlex using City Lodging Tax pledged to this purpose by the District's Lodging Tax Allocation Committee. Beginning in the sixth (6th) year of operation for the SportsPlex, any net profits (defined as operating revenue less operating expenses) from the SportsPlex, excluding any contribution of lodging tax and other legally available funds contributed to the SportsPlex pursuant to this Agreement shall be distributed as follows: 80% to the District and 20% to the City of Spokane Park Department.

3.4.2.1 District Contribution. The District shall make available a total amount of \$1,100,000.00 for the purpose of acquiring Additional SportsPlex Property.

3.4.3 City of Spokane Contribution. Within thirty (30) days of establishing the Guaranteed Maximum Price under the Design-Build Agreement, the City of Spokane, for the purpose of financing a portion of the SportsPlex Project, shall pay the District the amount of \$5,000,000.

3.4.3.1 City/Park Board Contribution. In addition to the above, at closing, the City and Park Board shall contribute the amount of \$1,100,000.00 for the purpose of participating in the acquisition of Additional Sportsplex Property as set forth on Exhibit B, attached hereto.

3.4.4 Matching Contributions. The City and the District shall each advance \$300,000.00 toward the costs for design services and expenses associated with the D-B Procurement Procedure, as well as design costs through the validation period established pursuant to the contract between the Design-Builder and the District. The contributions of the City and the District shall be lump sum payments with any remainder used to fund construction and other development costs set forth herein. The City's advance shall be paid within thirty (30) days of Project Review Committee's approval of the SportsPlex. The City's advance shall be a part of the City's contribution identified in **3.4.3**.

4. USE, OPERATION, ETC., OF SPORTSPLEX.

4.1 Control; Compliance with Laws. Subject to the Joint Use Agreement (defined below), the District shall have sole control and discretion regarding the use, licensing, naming rights, operation and management of the SportsPlex including all policy and procedures regarding the above.

4.1.1 Sports Commission. The District shall engage the Spokane Sports Commission to provide personnel and resources to market, license, promote and program use of the SportsPlex.

4.1.2 Within sixty (60) days after the Effective Date, the District and the Park Board shall each designate (2) individuals from their ranks to form a committee that, in consultation with the Sports Commission, shall meet no less than annually throughout the term of the Lease Agreement and shall have sole authority to establish use, scheduling, occupancy and cost allocation for use of the SportsPlex so as to benefit the Parties and serve the best interest of the public. ("**Joint Committee**").

4.1.3 The Joint Committee shall prepare, for submission to the District and Park Board, a "Joint Use Agreement" to establish the procedures for scheduling of use and events, including use by Parks for recreational programming and large tournament style events in the SportsPlex. The Joint Use Agreement shall contain a dispute resolution clause to be invoked by the Joint Committee in the event the

District and Park Board representatives are unable to agree upon the reasonable and necessary scheduling, cost allocation and other matters that arise during the term of the Lease Agreement. The dispute resolution process shall set forth the process to select a neutral third party for expedited and efficient mediation and, if necessary, arbitration using one arbitrator under the JAMS streamlined arbitration rules and procedures with no right of appeal to Superior Court. The Joint Committee shall meet within sixty (60) days of the Effective Date. All Parties agree on finalizing the Joint Use Agreement by June 2019. Any agreed scheduling calendar set forth in the Joint Use Agreement shall be reviewed and updated no less than twice per year by the Joint Committee.

4.2 City Parks Department's Use of SportsPlex. The SportsPlex shall be a community focal point for residents and visitors alike, offering a place for public sports, recreation, education, and celebration. The Parties recognize and acknowledge that the SportsPlex can be successful and pay for itself only through programming of paid events, which events must be given first priority. At the same time, the District acknowledges that public use and access is a material consideration for the Park Board's commitments under this Agreement. Accordingly, the Joint Use Agreement shall provide that District programming shall have first priority for all dates and times, but that the Park Board, acting by and through the City Parks & Recreation Division, shall enjoy and retain the following rights throughout the term of the Lease Agreement:

4.2.1 Priority use and access to the SportsPlex each Monday through Thursday of each week of the year, except as needed for the District's preplanned (4 months or greater) conversions or sports tourism events, with any scheduling conflicts (arising during the 4 month period) determined jointly by the Parks and Recreation Director and the District CEO or designee that are reviewed by the Joint Committee with such review consistent with the goals and arrangements set forth in the Joint Use Agreement; and

4.2.2 Non-priority use and access to the Sportsplex Friday – Sunday of each week of the year, subject to the discretion and approval of the District CEO or his/her designee; and

4.2.3 Use of the SportsPlex by Parks shall be free of rent or other fee or assessment by the District. Parks shall reimburse the District for any event-specific conversion costs or any event-specific security costs that are directly related to Parks use of the SportsPlex. Unless agreed otherwise or such acts are contrary to District policy or third party agreements for District facilities, Parks shall supply its own resources and/or staff for conversion, event management, and security in lieu of paying the District.

4.3 Limitations on Park's Use. The City and the Parks Department shall not have the right under this Agreement to use the SportsPlex for (1) commercial purposes, that is, to provide use of the facilities to a third party that otherwise would be obligated to compensate the District for such use, or (2) political purposes, that is, to promote a

candidate for elective public office, or to campaign for or against an issue that is the subject of a public vote.

5. **INSURANCE.** During the District's operation of the SportsPlex, the District shall maintain personal injury and property damage insurance policies with coverage and liability limits in amounts that are commercially reasonable and shall name the City as an additional insured on such policies.
6. **INDEMNIFICATION OBLIGATION.** District shall defend, indemnify and hold City and the Park Board, and its officers, directors, employees, agents and contractors including successors and assigns of each of the foregoing (collectively, the "**Indemnitees**") harmless against and from any and all claims, costs, damages or expenses arising from or caused by the acts and omissions associated with the construction, management and operation of the Sportsplex and Sportsplex Property, including, without limitation, any and all claims arising from: (a) any breach or default on the part of District of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement; and (b) any act of negligence or willful misconduct of District, or its officers, directors, employees, agents and contractors including successors and assigns.

Except as provided in Section 3.2.2 above, the City shall defend, indemnify and hold the District, and its Indemnitees harmless against and from any and all claims, costs, damages or expenses arising from or caused by acts or omissions of City, including, without limitation, any and all claims arising from: (a) any breach or default on the part of City, its officers, agents, employees and contractors including successors and assigns in performance of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement; and (b) any act of negligence or willful misconduct of City, or its officers, directors, employees, agents and contractors.

Such indemnity shall include any and all costs, attorney fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon, and if any action or proceeding be brought against any Indemnitees by reason of any such claim. Each of the parties hereto shall defend against such action or proceeding, unless such action or proceeding is defended by counsel for any carrier of public liability insurance provided herein. Nothing in this Section shall require: (i) District to indemnify or defend City or Park Board from or against City's or Park Board's own negligent acts or omissions and (ii) City to indemnify or defend District from or against District's own negligent acts or omissions.

6.1 Limitation on Indemnification. If and to the extent this Agreement is a contract or agreement subject to Revised Code of Washington ("**RCW**") Section 4.24.115 as in effect on the date of this Agreement, all provisions of this Agreement pursuant to which a party hereto agrees to indemnify Indemnitees against liability for damages arising out of bodily injury to persons or damage to property ("**Damages**") in connection with the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any improvement hereunder ("**Indemnitees**") will be limited by the provisions of this section. None of such Indemnities will apply to Damages caused by or

resulting from the sole negligence of the indemnitee, its agents or employees. To the extent that any such Damages are caused or result from the concurrent negligence of (a) the indemnitee or its agents or employees and (b) the indemnitor or its agents or employees, the Indemnities will apply only to the extent of the indemnitor's negligence. If RCW 4.24.115 is hereafter amended to eliminate or modify the limitations on indemnities set forth therein, this section will automatically and without further act by either Party be deemed amended to remove any of the limitations contained in this section that are no longer required by then-applicable law. The Parties have specifically negotiated the waiver of and hereby specifically waive any provisions of any industrial insurance act, including Title 51 of the RCW, or any other employee benefit act which might otherwise operate to release or immunize either party from its obligations hereunder.

7. ADDITIONAL COVENANTS. The City and the District agree and covenant as follows:

7.1 Cooperation; Efforts. The City, Park Board and the District will each use reasonable efforts to take all action and do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated in this Agreement.

7.2 Covenant to Complete and Operate the SportsPlex. The District shall promptly design and complete the SportsPlex and shall take all reasonable actions necessary to maintain or cause to be maintained in good repair, working order and condition the Sportsplex. The District pursuant to its reasonable discretion, from time to time, shall make or cause to be made all needed or appropriate repairs, renewals, replacements, additions, betterments and improvements thereto, in a good and workmanlike manner, so that the use of the Sportsplex may be properly and legally conducted.

The District shall not be in default of its obligations under this Section if the prompt completion of the SportsPlex is hindered, delayed, or prevented as a result of fire, explosion, flood, war, accident, interruption, delay in transportation, labor trouble, inability to maintain materials and supplies, unanticipated government regulations, acts of God, or any other causes of like or different character beyond the District's control.

If, during the course of developing the SportsPlex, the Parties discover there are additional or unforeseeable costs associated with the SportsPlex, the Parties shall meet and confer in order to reasonably allocate the unforeseeable costs. It is generally understood that the City and Park Board will assume responsibility for costs associated with delivering the site to the District for development. Thereafter, the District is responsible for designing, constructing and operating the SportsPlex.

8. TERMINATION.

8.1 Termination by Mutual Consent. This Agreement may be terminated by the mutual written consent of the City or Park Board and the District.

8.2 Effect of Termination. If this Agreement terminates pursuant to this Section, all rights and obligations of the City, the Park Board and District shall terminate without liability of one party to the other.

- 9. EVENTS OF DEFAULT.** It shall be an “**Event of Default**” under this Agreement if any party fails to perform, observe or comply with any covenants, term or conditions contained in this Agreement, and such default continues for a period of thirty (30) days after written notice of such failure. Following written notice, if a default is not reasonably susceptible of cure within the applicable cure period provided above, but the defaulting party commences to cure such default within the applicable cure period and thereafter completes such cure within fifteen (15) days of commencing the cure, such default shall not become an Event of Default.
- 10. REMEDIES.** Upon the occurrence and continuance of any Event of Default, the non-defaulting party’s exclusive remedies shall be: (a) perform any and all work necessary to complete, secure and/or protect its property; (d) specifically enforce the defaulting Party’s unperformed obligations; and/or seek legal and equitable remedies.

11. MISCELLANEOUS.

11.1 Additional Documents. Each party hereby agrees, upon the request of any other party, to execute any additional documents reasonably required to effectuate the purposes of the transactions contemplated herein.

11.2 Amendments. This Agreement may not be modified or amended, except by a written document executed by both the District and the City.

11.3 Applicable Law. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Washington.

11.4 Dispute Resolution. All disputes arising out of this Agreement shall be determined by the Superior Court of the State of Washington, with venue located in Spokane County, Washington. The substantially prevailing party in any litigation shall be entitled to recover from the substantially nonprevailing party its reasonable attorney fees and costs as determined by the court.

11.5 Counterparts. This Agreement may be executed in any number of separate counterparts, all of which taken together shall be deemed one original instrument, notwithstanding that all parties are not signatory to the same counterpart.

11.6 Entire Agreement. This Agreement, including all Attachments, contains the entire agreement between the parties with respect to the subject matter hereof, and supercedes all prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

11.7 Filing. Pursuant to RCW 39.34.040 this Agreement shall be placed on the District's and City's website or other electronically retrievable public source. In lieu of

posting on public agency's website, the Agreement may be filed with the Spokane County Auditor.

11.8 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the City and the District and their respective successors and permitted assigns.

11.9 No Waiver . The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto, or the failure of a party to exercise any right hereunder, shall not be construed to be a waiver of such provision or right (or of any other provision or right hereof, whether of a similar or dissimilar nature) unless such party expressly waives such provision or right in writing.

11.10 Notices. Any notice required or authorized under this Agreement shall be in writing and shall be delivered personally or by certified mail at the following addresses or at such addresses as a party shall have designated to the other party in accordance with this Section. Alternatively, any such notice may be sent by email provided proof of delivery and receipt is made available upon request. Notice sent by email shall be deemed to be received by a party when dispatched to said party at the email address provided below. A failure to provide proof of delivery by email, shall be deemed a failure to deliver proper notice.

If to the District: Spokane Public Facilities District
ATTN: Stephanie Curran, CEO
720 West Mallon Avenue
Spokane, WA 99201
Phone: (509) 279-7002
Email:

If to the City: Office of the Mayor
ATTN: David Condon, Mayor
W. 808 Spokane Falls Blvd.
Spokane, WA 99201
Phone: (509) _____
Email:

Copy to: Office of the City Attorney
W. 808 Spokane Falls Blvd.
Spokane, WA 99201
Fax: (509) 625-6277
Email:

If to Parks Department: Spokane Park Board
C/o Director of Parks and Recreation Division5th
Floor City Hall

808 W Spokane Falls Blvd.
Spokane, WA 99201
Email:

11.11 Successors and Assigns. This Agreement and each and every provision hereof shall be binding upon and shall inure to the benefit of each party hereto, and each and every of their respective successors and permitted assigns. No party's right or obligations under this Agreement may be assigned or otherwise transferred without the prior written consent of the other party.

11.12 Relationship of Parties. This Agreement contemplates a joint venture of the City and the District, undertaken for the public purpose of preserving the region's role in the convention and tourism industry, as authorized under Chapter 36.100 and 67.28 RCW. In the performance of this Agreement, the Parties, and their respective officers, employees, agents, or subcontractors shall not be considered employees or agents of the other party.

11.13 Severability. In the event of a determination by any court of competent jurisdiction that a portion of this Agreement is invalid or unenforceable, such portion shall be deemed modified or eliminated in accordance with the court's order and the remaining portions of this Agreement shall nonetheless be enforced; provided, however, that if the court deems any restriction on the disclosure of information to be unenforceable, such restriction shall be modified by the court only to the extent required to make such restriction reasonable and enforceable.

11.14 Separate Legal Entity. This Agreement does not create or seek to create a separate legal entity pursuant to RCW 39.34.030.

11.15 Confidential Information. The Parties acknowledge that they, with the support of counsel, architects, appraisers, and other consultants, are engaging in a cooperative venture for their joint benefit. In furtherance of this cooperative venture and the Parties' common interests in obtaining SportsPlex Property, the Parties and their respective legal counsel agree to share information relating to such efforts. Such exchanges and disclosures will be for the exclusive purpose of facilitating the Parties' common interests in the acquisition of SportsPlex Property and will not diminish in any way the confidentiality of the materials exchanged, nor will this exchange constitute a waiver of any of the Parties' attorney-client or work product privileges. To the extent allowed by law, and consistent with the Parties' respective obligations under the Public Records Act, Chapter 42.56 RCW, the District and the City each agree to preserve and protect the confidentiality of all financial, valuation, and other proprietary information that they may obtain, and to create and preserve any applicable attorney/client and litigation work product privileges, and public record disclosure exemptions, in compliance with applicable State law.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

CITY OF SPOKANE

By: _____
Mayor David Condon

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE PARK BOARD

By: _____
Its President

SPOKANE PUBLIC FACILITIES DISTRICT

By: _____
Nathaniel Greene, Chair of the Board

Attest:

Brianna Scott, Clerk of the Board
Approved:

Stanley M. Schwartz, General Counsel

EXHIBIT A

SportsPlex Property

Address	Parcel	Owner	Land size sf	Land	Improvement	Total	Mailing Address			
1 1020 N Howard	35181.4129	Spokane Civic Theatre	35,730	\$ 321,570	\$ 964,800	\$ 1,286,370	1020 N Howard	Spokane	WA	99201
2 523 W Gardner	35181.4127	PFD	2,500	\$ 20,000	\$ 3,800	\$ 23,800				
3 522 W Dean	35181.4114	PFD	2,500	\$ 20,000	\$ 3,800	\$ 23,800				
4 521 W Gardner	35181.4109	PFD	5,000	\$ 40,000	\$ 7,400	\$ 47,400				
5 518 W Dean	35181.4115	PFD	5,000	\$ 40,000	\$ 7,400	\$ 47,400				
6 540 W Dean	35181.4108	PFD	10,000	\$ 80,000	\$ 22,300	\$ 102,300				
7 512 W Dean	35181.4116	PFD	5,000	\$ 40,000	\$ 7,400	\$ 47,400				
8 502 W Dean	35181.4117	PFD	5,000	\$ 40,000	\$ 7,400	\$ 47,400				
9 501 W Gardner	35181.4107	PFD	15,000	\$ 120,000	\$ 23,600	\$ 143,600				
10 431 W Gardner	35181.4106	PFD	20,000	\$ 160,000	\$ 31,500	\$ 191,500				
11 442 W Dean	35181.4118	PFD	7,500	\$ 60,000	\$ 11,200	\$ 71,200				
12 432 W Dean	35181.4123	Diamond Parking	7,500	\$ 60,000	\$ 10,500	\$ 70,500	605 First Ave Ste. 600	Seattle	WA	98104
13 421 W Gardner	35181.4105	Boy Scouts of America	2,500	\$ 20,000	\$ -	\$ 20,000	1017 N Washington St	Spokane	WA	99201
14 420 W Dean	35181.4125	North Park Building LLC	7,500	\$ 60,000	\$ 242,100	\$ 302,100	2430 S Helena Ct	Spokane	WA	99203
15 1017 N Washington	35181.4126	Boy Scouts of America	30,294	\$ 302,940	\$ 319,200	\$ 622,140	1017 N Washington St	Spokane	WA	99201
16 1009 N Washington	35181.4103	Muriel Bach Diamond Te	6,176	\$ 61,750	\$ 338,900	\$ 400,660	605 First Ave Ste. 600	Seattle	WA	98104
17 930 N Howard	35181.4232	Spo Fed CU	29,775	\$ 267,980	\$ 150,500	\$ 414,480	PO Box 2519	Spokane	WA	99220
18 920 N Howard	35181.4216	Future Vision Properties	4,925	\$ 44,330	\$ 1,000,400	\$ 1,044,730	540 W Cataldo	Spokane	WA	99201
19 532 W Cataldo	35181.4217	Park Center Bldg LLC	8,750	\$ 70,000	\$ 12,200	\$ 82,200	12906 N Addison	Spokane	WA	99218
20 522 W Cataldo	35181.4231	Spo Fed CU	13,750	\$ 110,000	\$ 66,400	\$ 176,400	PO Box 2519	Spokane	WA	99220
21 487 W Dean	35181.4208	City of Spokane	2,500	\$ 20,000	\$ -	\$ 20,000				
22 483 W Dean	35181.4207	City of Spokane	2,500	\$ 20,000	\$ -	\$ 20,000				
23 444 W Cataldo	35181.4206	City of Spokane	35,000	\$ 280,000	\$ 154,300	\$ 434,300				
24 433 W Dean	35181.4205	GW Investments LLC	10,000	\$ 80,000	\$ 229,500	\$ 309,500	12014 E Maxwell	Spokane	WA	99206
25 436 W Cataldo	35181.4222	GW Investments LLC	2,500	\$ 20,000	\$ -	\$ 20,000				
26 422 W Cataldo	35181.4223	GW Investments LLC	5,000	\$ 40,000	\$ -	\$ 40,000				
27 426 W Cataldo	35181.4224	City of Spokane	2,500	\$ 20,000	\$ -	\$ 20,000				
28 432 W Cataldo	35181.4225	City of Spokane	5,000	\$ 40,000	\$ 6,600	\$ 46,600				
29 431 W Dean	35181.4204	City of Spokane	20,000	\$ 120,000	\$ -	\$ 120,000				
30 418 W Cataldo	35181.4226	City of Spokane	12,500	\$ 100,000	\$ 6,500	\$ 106,500				
31 933 N Washington	35181.4201	Hunter, Brian & Gail	8,235	\$ 82,350	\$ 126,800	\$ 209,150	933 N Washington	Spokane	WA	99201
32 923 N Washington	35181.4202	City of Spokane	4,117	\$ 41,170	\$ 5,600	\$ 46,770				
33 921 N Washington	35181.4203	City of Spokane	4,117	\$ 41,170	\$ 5,600	\$ 46,770				
34 908 N Howard	35181.4405	Park Center Bldg LLC	6,281	\$ 56,530	\$ 1,845,300	\$ 1,901,830				
35 531 W Cataldo	35181.4404	Park Center Bldg LLC	2,500	\$ 22,500	\$ 10,200	\$ 32,700				
36 527 W Cataldo	35181.4407	Park Center Bldg LLC	2,500	\$ 20,000	\$ 9,500	\$ 29,500				
37 507 W Cataldo	35181.4406	City of Spokane	27,500	\$ 302,500	\$ 8,500	\$ 311,000				
38 427 W Cataldo	35181.4409	City of Spokane	22,500	\$ 225,000	\$ 243,600	\$ 468,600				
39 411 W Cataldo	35181.4410	Huckleberry Bay Co	56,532	\$ 508,790	\$ 1,874,900	\$ 2,383,690	818 W Riverside Ste 300	Spokane	WA	99201

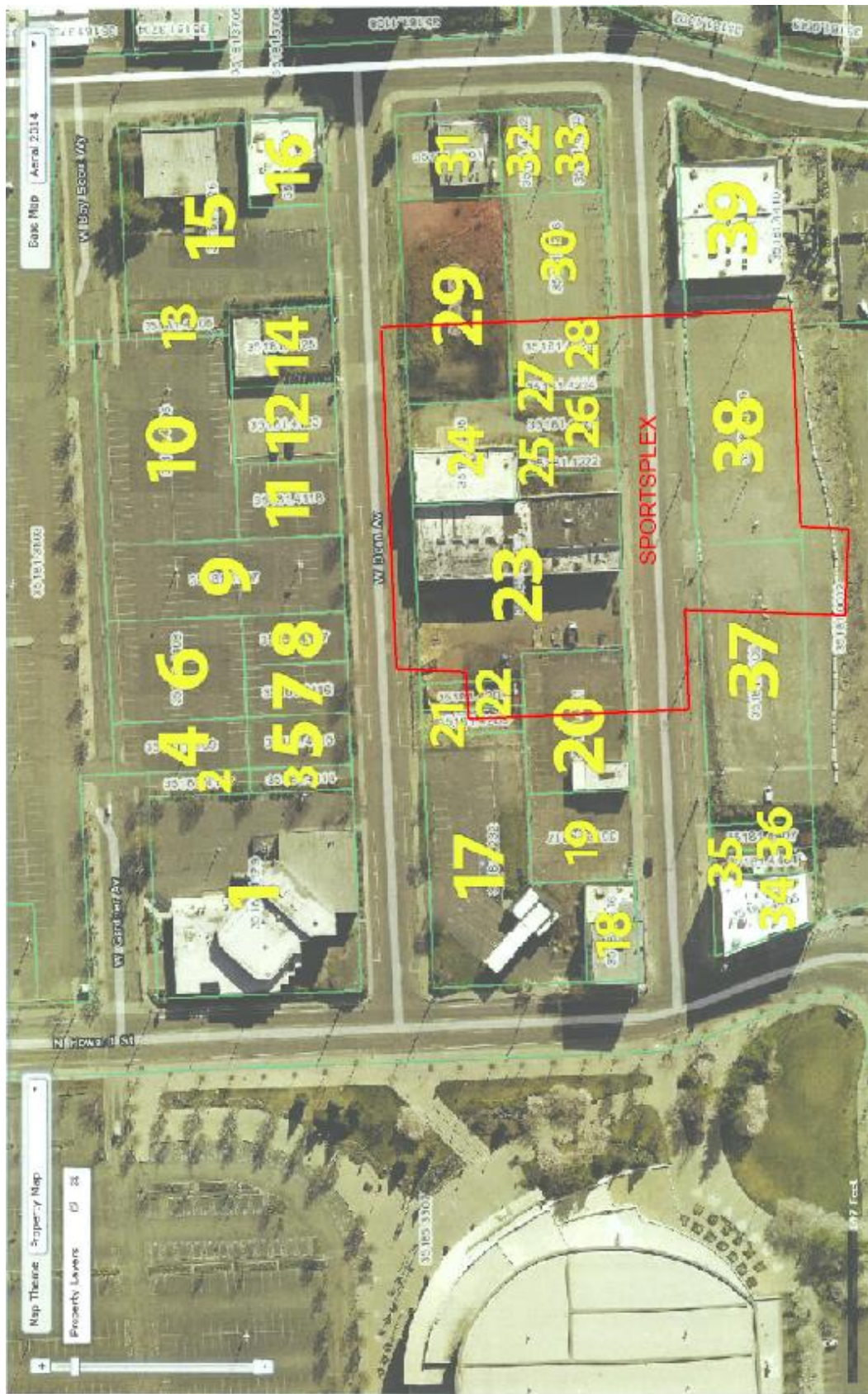


EXHIBIT B

Legal Description for Additional SportsPlex Property

Lots 17 to 20, Block 6, KEYSTONE ADD.

Spokane County Tax Parcel No.: 35181.4205

Lot 60, Block 6, KEYSTONE ADD.

Spokane County Tax Parcel No.: 35181.4223

[and]

Lots 61 & 62, Block 6, KEYSTONE ADD.

Spokane County Tax Parcel No.: 35181.4222

EXHIBIT B-1

Depiction of Additional SportsPlex Property



EXHIBIT C

Joint Resolution between Spokane County and the Public Facilities District

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution to approve a Purchasing Policy for the proper purchases of goods, services and Public Works by the Department of Parks and Recreation:

WHEREAS, it is the goal of the Spokane Parks and Recreation department to provide for the fair and equitable treatment of the persons and entities who deal with the Parks and Recreation procurement system, maximize efficiency in procurement activities, and foster effective broad-based competition in the purchase of goods, the acquisition of services and the performance of public works;

WHEREAS, the existing parks and Recreation purchasing policy in place is several years old and in need of updating to be in line with existing updated City policies;

WHEREAS, the City purchasing policy has been updated to be more streamlined and efficient and to meet current Spokane Municipal Code and Federal guidelines;

WHEREAS, significant efficiencies would be gained by utilizing the proposed updated City purchasing policies and guidelines;

WHEREAS, the authority of the Park Board to authorize contractual agreements and spending authority would not be affected by the adoption of this policy;

NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board approves the proposed Purchasing Policy recommended and utilized by the Spokane Department of Grants, Contracts and Purchasing.

Dated this _____ day of January 2019

Park Board President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE

ADMIN 5600-14-03

TITLE: PURCHASING POLICY

EFFECTIVE
REVISED:

1.0 GENERAL

1.1 PURPOSE

This document sets forth the City's policy for the proper purchases of goods, services and Public Works.

1.2 CONTROLLING LAW

All procurements shall comply with applicable state law requirements and Spokane Municipal Code (SMC) 07.06. Should this policy conflict with these requirements, the more restrictive provision shall prevail.

Purchases that include federal funding shall also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200), as well as any specific funder requirements.

The City follows the procurement threshold exceptions to 2 CFR 200 for federal funded purchases allowed by Memorandum M-18-18 issued by the Office of Management and Budget (OMB).¹

1.3 PROPER AUTHORIZATION

Only authorized individuals, pre-approved in writing by the department head may obligate the City to acquire goods and services. These individuals are designated as Departmental Purchasers and will be required to sign an authorization agreement prior to being allowed to make procurements. Individuals making procurements on behalf of the City without proper authorization shall be personally liable to the vendor and the City, and shall be subject to disciplinary action up to and including discharge.

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1.0 GENERAL

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¹ Reference to OMB Memorandum M-18-18 shall be removed without further notification when the allowed thresholds have been formally incorporated into 2 CFR 200.

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2.0 DEPARTMENTS / DIVISIONS AFFECTED.

This policy shall apply to all City departments and divisions except the Library Department.

3.0 REFERENCES

Uniform Guidance 2 CFR 200
Revised Code of Washington (RCW)
Washington State Records Retention Schedule
Spokane Municipal Code (SMC) 07.06

4.0 DEFINITIONS

"Architecture and Engineering" means services rendered by any person, other than a City employee, to perform activities within the scope of the professional practice of architecture (RCW 18.08), professional practice of engineering and land surveying (RCW 18.43), and/or professional practice of landscape architecture (RCW 18.96). All procurements in this category must follow RCW 39.80.

"Consultant Roster" means a list of registered consultants which includes a statement of qualifications. The Consultant Roster may be used by the City, in lieu of formal advertising, to solicit proposals for specific professional services.

"Formal Competition" means the process of advertising and receiving sealed bids or proposals from prospective contractors or suppliers. Responses to formal solicitations are opened in a public setting.

"Goods, Supplies and Materials" as defined by SMC 07.06.050, means all things which are movable at the time of identification to the purchase contract.

"Informal Competition" means a competitive bid, price quotation or proposal for supplies or services that does not require a formal sealed bid, public opening or other formalities.

"Ordinary Maintenance" means work that is performed on a regularly scheduled basis to service check or replace items that are not broken; or work that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary. Purchases in this category are subject to payment of prevailing wage as required by RCW 39.12.020.

“Personal Services” as defined by 07.06.070 means the furnishing of labor, time or effort by a person as an independent contractor, not involving the delivery of a specific end product. This includes professional or technical services by a consultant to accomplish a specific study, project task or other work statement; and services provided to accomplish routine, continuing and necessary functions. Does not include services in connection with anticipated litigation or other legal proceedings.

“Procurement” includes all functions that pertain to purchasing, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

“Professional Services” means services that involve technical expertise which are mostly intellectual in nature. Examples include accounting, legal, comprehensive planning and real estate services. Selections in this category are generally based on an assessment of the expertise of the competing firms, selecting the most highly qualified firm, and negotiating the final project scope and associated fee.

“Public Works”, defined by RCW 39.04.010 and SMC 07.06.080, means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.

“Purchased Services” means services that are generally routine, repetitive or mechanical in nature and supports the City’s day to day operations. May include Ordinary Maintenance.

“Purchasing” defined by SMC 07.06.090 means the purchasing, lease-purchasing, leasing or other acquisition or disposition of any goods. For the purposes of this policy, it also means the processes utilized for the procurement of Public Works, supplies, materials and services at the most favorable overall total cost through the utilization of accepted practices that encourage competition, including best value and quality considerations, thus ensuring that the public good is best served.

“Small Works Roster” means a roster of qualified contractors maintained for use in a modified formal bid process. When the contract amount for a Public Works project is below the formal public bid threshold, the City may follow the Small Works Roster process for construction of a Public Work or improvement as an alternative to formal competitive bid requirements.

5.0 POLICY

5.1 POLICY STATEMENT

It is the policy of the City of Spokane to provide for the fair and equitable treatment of persons who deal with the City procurement system; to maximize economy in procurement activities; and to foster

effective broad-based competition in the purchase of goods, the acquisition of services and the performance of Public Works

5.2 PURCHASING CODE OF ETHICS

Employees making procurements for the City shall conduct themselves in an ethical manner as follows:

They shall not participate in the selection, award or administration of a purchase if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee or member of the employee's immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for contract.

They will refrain from the acquisition of unnecessary or duplicative items.

They will regard public service as a sacred trust and give primary consideration to the interests of the public agency that employs them.

They will behave with impartiality, fairness, openness, integrity, and professionalism in their dealings with suppliers.

They will at no time or under any circumstances accept, directly or indirectly, gifts, gratuities, or other things of value from suppliers which might influence or appear to influence purchasing decisions.

They will not seek or dispense personal favors that are in conflict with their professional responsibility.

They will strive to obtain the maximum ultimate value of each dollar expenditure.

They will demand honestly in sales representation whether through verbal or written statement, advertisement, or sample of product.

They will make every reasonable effort to negotiate a fair and mutually agreeable settlement of any conflicts with suppliers.

They will follow the policies and procedures of the City of Spokane, using reasonable care and granted authority.

5.3 PURCHASING THRESHOLDS

5.3.1 Goods, Supplies and Materials

Purchases \$5,000 or less do not require competition

Purchases over \$5,000 to \$300,000 require informal competition

Purchases over \$300,000 require formal competition

5.3.2 Purchased and Personal Services

Purchases \$10,000 or less do not require competition

Purchases over \$10,000 to \$300,000 require informal competition

Purchases over \$300,000 require formal competition

5.3.3 Professional Services including Architecture and Engineering

All purchases in this category require use of the Consultant Roster or Formal Competition. Architecture and Engineering procurement may not use price as a selection factor and thresholds are based on anticipated project cost.

Purchases up to \$300,000 may be procured by informal competition.

Purchases over \$300,000 must be procured using formal competition.

5.3.4 Public Works

All informal competition purchases in this category require the use of the Small Works Roster.

Purchases \$10,000 or less do not require competition

Purchases over \$10,000 to \$300,000 require informal competition.

Purchases over \$300,000 require formal competition.

5.4 EXEMPTIONS TO COMPETITIVE PURCHASING

Competitive procurement may be waived for the following special circumstances. For purchases under this section, the factual basis for the exemption must be documented and retained by the purchaser.

5.4.1 Sole Source

RCW 39.04.280(1)(a) and SMC 07.06 authorize purchases that are clearly and legitimately limited to a single source of supply.

5.4.2 Purchases Involving Special Facilities or Market Conditions

RCW 39.04.280(1)(b) and SMC 07.06 authorize purchases if and exceptional opportunity arises to purchase favorably-priced equipment or supplies or used goods that will be sold before the City can conduct the procurement process.

5.4.3 Auctions

RCW 39.30.045 authorized the purchase of supplies, materials and equipment through an auction conducted by an agency of the State of Washington, and agency of the United States, any municipality or other government agency, or any private party if the items can be obtained at a competitive price.

5.4.4 Surplus Property

RCW 39.33.010 allows for the purchase of surplus property from another government when it is possible to obtain bargains through the procurement of surplus or distress material, supplies or equipment.

5.4.5 Emergency Purchases

RCW 39.04.280(1)(C) and SMC 07.06 allows for purchases made in the event of an emergency.

5.4.6 Interlocal Agreements

RCW 39.34.030 and SMC 07.06 allows the City to enter into interlocal agreements with other public agencies. The competitive process of the original jurisdiction must be consistent with the requirements of the City.

6.0 PROCEDURE

The Purchasing Procedure Manual contains expanded explanation and procedures for accomplishing the procurement of goods and services in accordance with this policy. The Director of Purchasing maintains responsibility for updating this manual in accordance with the applicable State Law, Purchasing Policy and Spokane Municipal Code as approved by City Council.

7.0 RESPONSIBILITIES.

The Purchasing Department is responsible for administering this policy.

Department Heads are responsible for ensuring compliance with this policy for purchases made by Departmental Purchasers.

Purchasers are responsible for compliance with all purchasing laws, policies and procedures. They are also responsible for maintaining records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: all solicitation documentation, supplier selection or rejection, and basis for price. Records will be retained according to the State of Washington Records Retention Schedule.

8.0 APPENDICES

City of Spokane Purchasing Procedure Manual

APPROVED BY:

City Attorney

Date

Director of Purchasing

Date

City Administrator

Date

**CITY
OF
SPOKANE**

**PURCHASING
PROCEDURE
MANUAL**

1.0 GENERAL

1.1 PURPOSE.

Spokane Municipal Code (SMC) and City Administrative Policies related to purchasing are the basis for this manual. These documents govern the rules related to purchasing. This Manual details the “how-to” of engaging in purchasing related activities. The user should consider this manual a supplement to SMC and Policy and refer to the governing documents as needed.

This document establishes procedures for use by City staff in the purchase of goods, acquisition of services and performance of public works, the cost of which is under the public bid limits.

This document does not create any enforceable rights or causes of actions in third parties.

1.2 GOALS.

The City’s contracting and purchasing goals include:

- Maximizing the quality and integrity of the City’s purchasing system;
- Maximizing the purchasing value of City funds;
- Providing a uniform City-wide purchasing system to the extent practical and feasible; and,
- Assuring fair and equitable treatment of individuals/firms who deal with the City’s purchasing system.

1.3 SCOPE

These procedures apply to the lease and purchase of goods; the acquisition of personal services, including architectural and engineering design services, and public works projects. The procedures do not apply to the sale or lease of real property.

1.4 PROPER AUTHORIZATION

There are several categories of procurements that need special authorizations:

- electronic data processing hardware, software and systems – approval by Information Technology (except Police and Fire)
- telecommunication systems – approval by Information Technology or Fleet Services Radio Shop, as appropriate
- vehicles – approval by Fleet Services (except Parks and Fire)
- furniture – use of furniture standards list; necessary items not included in list require approval by Asset Management

3.0 PURCHASING GUIDANCE

3.1 ANTICIPATED COST

The anticipated annual need (any twelve month period) for a particular good, service or public work should be used to determine the appropriate quote process or whether or not the procurement should be publicly bid. Closely related goods will be considered as one purchase on an annual basis when determining which process applies.

3.2 TOTAL COST AND QUANTITY

The total cost and quantity of goods, services or public works, including any applicable, freight, or set-up charges but excluding sales tax, shall be considered when determining the appropriate purchasing process or public bid requirements.

Example:

If one pump is to be purchased now at an estimated cost including sales tax and delivery of \$8,959, but a total of three pumps are expected to be purchased during the year at an aggregate cost of \$26,877 (\$8,959.00 times three), then the procurement of the first pump falls within the "\$20,000 - Bid Limits" category.

3.3 MULTI-PHASE PROGRAMS

If the total overall objective of any specific program over a 12 month period of time is to be completed in phases, the total accumulated cost for all phases will be considered when determining the appropriate purchasing process.

3.4 MULTI-DEPARTMENT REQUIREMENTS

To the extent practical, the requirements of separate departments and divisions for the same goods or services will be considered together when determining the appropriate purchasing process.

Example:

All City departments require miscellaneous paper products such as toilet paper, hand towels, garbage can liners, etc. Each department should provide an estimate of its needs to the Purchasing Department so it can aggregate the requirements to obtain the best price/delivery from vendors.

3.5 TRADE-INS

The value of a trade-in will not be included when determining the appropriate quote process. However, the trade-in price may be considered when determining the most favorable quote after quotes have been solicited.

4.0 PROCUREMENT GUIDELINES

4.1 AWARD OF PURCHASE ORDER / CONTRACT

When purchases and contracts are obtained by competitive quotes, the purchases and contracts shall be awarded to the firm / individual submitting the most favorable quote that meets the requirements and criteria set forth in the request for quotes. The most favorable quote is normally the lowest responsive quote by a responsible firm.

Submitted quotes must substantially comply with the City's procedures or quote specifications to be considered as "responsive". Whether or not a quote is responsive is to be decided on a case-by-case basis given the individual facts of each quote. The test of whether a quote has a material irregularity is whether or not it gives a vendor a substantial advantage or benefit not enjoyed by other vendors submitting quotes. There is much more flexibility in dealing with the issue of responsiveness with quotes than with formal sealed bids. Questions should be directed to the Director of Purchasing.

When determining whether a quote is most favorable and a firm / individual is "responsible", the following factors are to be considered:

- price, including the cost of the good over its expected life if so indicated in the request for quotes
- conformity of the goods, public work and/or services quoted with the request for quotes
- ability, capacity and skill of the firm / individual to provide the good or perform the contract
- character, integrity, reputation, judgment, experience, and efficiency of the firm / individual
- whether the firm / individual can perform the contract within the time specified
- quality of performance on previous contracts
- previous and existing compliance by the firm / individual with laws relating to the contract
- servicing resources, capability and capacity
- lack of uniformity or interchangeability, if such factors are important
- energy efficiency of the good over its expected life
- any other information that may have a bearing of the decision to award the contract

In addition, for public works contracts, the firm / individual must be registered as a licensed contractor with the State of Washington at time of quote submittal.

Minor deviations from prescribed procurement practices may occasionally be necessary to ensure the best value result. These minor deviations must be approved by the Director of Purchasing and will retain all components of a fair, open and competitive process.

4.2 CANCELLATION

The City may cancel a Request for Quotes / Proposals, or reject any and all quotes / proposals in whole or in part, at its sole discretion and option before the actual order is made or contract signed.

4.3 QUOTE SPECIFICATIONS

The specifications in the Request for Quotes should clearly and accurately describe the technical requirements for the good or service to be purchased. The specifications should not contain features that unduly restrict competition. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used. It is the responsibility of the vendor to demonstrate to the City's satisfaction that its product is "equal" to that specified. Requests for approval of substitutions must be made with sufficient time to allow the City to adequately review the substitution request, including time for vendors to respond to questions and requests for additional information or clarification. The City has no obligation to accept proposed substitutions or hire outside experts to evaluate proposed substitutions. Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing and, if made prior to award, other firms / individuals will be notified if practical and convenient.

4.4 PUBLIC WORKS QUOTES

Employees should use the standardized public works Request for Quotes form when soliciting quotes for public works (e.g., building construction or repair). Public works contractors are required to pay prevailing wages to their employees. It is important to make sure the correct wage rates are included in the request for quotes as the rates change on a periodic basis. Public works contracts also have special performance bonding and payment retainage requirements. Questions regarding how to use the standardized public works Request for Quotes form should be directed to the Purchasing Department.

4.5 PURCHASING CREDIT CARDS

Most departments have a purchasing credit card that can be used to acquire small, low-cost items for which a purchase order is either impractical or not available. Only specific employees in each department are authorized to use the cards. Use of purchasing credit cards shall be in accordance with City Policy ADMIN 5600-13-01.

4.6 PETTY CASH

The purchase of small incidental items may be made using petty cash in accordance with the City's Cash Management Policy & Procedures Manual

5.0 EMERGENCIES

"Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Competitive quotes / proposals are usually not required when an emergency exists. However, in making emergency purchases, an effort shall be made to include as much competition that is practical under the circumstances

The department shall document the facts that constitute the emergency and specify the necessary procurement and its costs. The documentation shall be kept on file in the department.

If the cost of the emergency procurement is greater than the appropriate procurement threshold for department action, contact immediately the Purchasing Division or City Attorney's Office as appropriate.

6.0 SOLE SOURCE OR PROPRIETARY PROCUREMENTS

"Sole sources" are purchases, public works and services that are clearly and legitimately limited to a single source of supply; or involve special facilities or market conditions.

Occasions may arise when competition among potential vendors is not possible for a particular procurement. The department shall document the facts that constitute the sole source, specify the necessary procurement and its costs on the special form provided by the Purchasing Department. The documentation shall be kept on file in the department. In some cases, a published "intent to award sole source" notification may be required.

7.0 PURCHASES OF GOODS

All purchases in this section are subject to the regulations of SMC and Administrative Policy related to Environmentally Friendly Purchases.

7.1 PROCUREMENT PROCESS

Purchases of Goods, Supplies and Materials	Competitive Procurement Method	Procurement Level
\$5,000 or less**	<ul style="list-style-type: none">• Competition not required• Selection from MRSC Vendor Roster encouraged	Department
>\$5,000-<\$50,000	<ul style="list-style-type: none">• Three written quotes• Selection from MRSC Vendor Roster encouraged	Department
\$50,000-<\$300,000	<ul style="list-style-type: none">• Three written quotes• MRSC Roster or Website notification	Purchasing Department
\$300,000+	<ul style="list-style-type: none">• Formal sealed bid• Will be advertised	Purchasing Department

7.3 PURCHASE REQUISITION PROCESS

The requisition (RE) in FMSIII is the first procedural step for the purchase of goods over \$50,000.00. The requisition will be entered into FMSIII by the requesting department and routed through workflow to the Purchasing Department for processing.

7. DEPARTMENT ORDER PROCESS

If the purchase is from \$5,001.00 to \$50,000, the first step is to obtain quotes following the procedure in section 7.1 above using the Request for Quotes template on the Purchasing Sharepoint site. After receiving the quotes, a department order (DO) will be entered in FMSIII to be approved by the department head or designee. After the department purchase order has been approved, the department order number shall be given to the vendor when the order is placed by the department. The vendor shall put the department order number on all invoices pertaining to that order. When the department is placing the order with the vendor, it needs to make sure that the estimated quote amount includes freight/shipping and that the "bill-to" address is correct so the invoice is mailed directly to the department. When entering the department purchase order into the FMSII system, it is the department's responsibility to choose the correct vendor and make sure the department purchase order represents a "complete" picture of the purchase. The department purchase order must be approved by the department head or designee for the submitting department. If the department order is \$5,000.00 or more or if the vendor requires a written purchase order, an "Official" Purchase Order" shall be printed and sent to the vendor after being signed by the Purchasing Department. After the product has been received in the department, a receiver document will need to be entered into FMSIII and the invoice sent to the Accounting Department for payment.

8.0 PERSONAL/PURCHASED SERVICES

8.1 PROCUREMENT PROCESS

Personal/Purchased Services	Competitive Procurement Method	Procurement Level
\$10,000 or less**	<ul style="list-style-type: none">• Competition not required• Selection from MRSC Vendor or Consultant Roster encouraged	Department
>\$10,000-\$50,000	<ul style="list-style-type: none">• Three Informal Request for Proposals (RFP)• Selection from MRSC Vendor or Consultant Roster encouraged	Department
>\$50,000-<\$300,000	<ul style="list-style-type: none">• Informal RFP• MRSC Roster, website notification or formal advertisement	Purchasing Department
\$300,000+	<ul style="list-style-type: none">• Formal RFP• Will be advertised	Purchasing Department

8.3 CONTRACT PROCESS.

Refer to the City Policy ADMIN 0500-14-01 "Minor Contract Authorization" to determine the appropriate process to follow for contract preparation and execution. Personal service contracts up to \$3,000 may be paid for by direct voucher without a written contract. Contracts over the minor contract dollar authorization threshold require city council approval before becoming effective.

9.0 ARCHITECTURAL, ENGINEERING AND SURVEYING SERVICES

9.1 PROCUREMENT PROCESS

Architecture, Engineering and Surveying Services as referenced in Chapter 39.80 RCW as well as professional services such as Design, Planning, Management, financial, legal, environmental, IT and personnel consulting	Competitive Procurement Method	Procurement Level
Chapter 39.80 RCW does not allow price to be a consideration in the initial selection process for <u>A&E</u> professional services		
\$75,000 or less	<ul style="list-style-type: none"> MRSC Consultant Roster Required <u>At least 3 Consultants</u> must be selected to review qualifications Printout from roster showing candidates reviewed required 	Department
>\$75,000-\$150,000	<ul style="list-style-type: none"> MRSC Consultant Roster Required <u>At least 3 Consultants*</u> must be selected and issued Request for Proposals Printout from roster showing selected candidates required 	Department
<\$150,000-\$300,000	<ul style="list-style-type: none"> MRSC Consultant Roster issuing RFPs to all consultants in selected category, or Advertised Request for Qualifications 	Purchasing Department
\$300,000+	<ul style="list-style-type: none"> Advertised Request for Qualifications 	Purchasing Department

PROJECTS USING FEDERAL FUNDS MAY NOT ALWAYS ALLOW USE OF THE MRSC ROSTER PROCESS FOR CONSULTANT SELECTIONS. CONSULT THE DIRECTOR OF PURCHASING PRIOR TO USE OF THIS PROCESS.

*These roster selection processes require a rotation of selected consultants. It is the responsibility of the using department to develop a written rotation plan and manage the rotation process.

Alternatively, RFQs may be issued to all consultants in the selected category

9.3 REQUEST FOR QUALIFICATIONS / PROPOSALS

The project's requirements may be published in any form of media reasonably likely to attract sufficient numbers of potential proposers. The announcement should state the general scope and nature of the project or work for which the services are required and the contact information of a City representative who can provide further details. The using department shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. Selection of the most qualified firm shall be based on established criteria to provide the services required for the proposed project.

The department shall negotiate a contract with the selected firm at a fair and reasonable price. The department shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the services to be provided in determining what is a fair and reasonable price. If the department is unable to negotiate a satisfactory contract with the selected firm, it shall terminate negotiations in writing, select another firm and continue the process until an agreement is reached or the process is terminated

9.4 CONTRACT PROCESS

Refer to the City Policy ADMIN 0500-14-01 "Minor Contract Authorization" to determine the appropriate process to follow for contract preparation and execution. Architect, engineer and surveyor contracts up to \$3,000 may be paid for by direct voucher without a written contract. Contracts over the minor contract dollar authorization threshold require city council approval before becoming effective.

10.0 PUBLIC WORKS

10.1 GENERAL

"Public work" is all work, construction, alteration, repair, improvement or demolitions to public property performed at the cost of the City. Contractors on all public works, regardless of cost, are required to pay their employees state prevailing wages. Federal wage rates are applicable to public work contracts of \$2,000 or more with federal funding. The City monitors compliance with prevailing wages on all its public works contracts. . Public works contracts require a one hundred percent (100%) payment/performance bond and 5% payment retainage. However, on contracts of \$150,000 or less, the contractor may request a ten percent (10%) payment retainage in lieu of the payment/performance bond.

. Public works ordinary maintenance contracts require the payment of state prevailing wages to the contractor's employees. They do not require a performance bond or payment retainage. The City monitors compliance with prevailing wages on its public work maintenance contracts.. Examples of public work maintenance include HVAC maintenance, pavement sealing, etc.

Questions regarding public work contracts and public work maintenance contracts should be directed to the Purchasing Department or City Attorney's Office.

10.2 PROCUREMENT PROCESS

Public Works/Ordinary Maintenance	Competitive Procurement Method	Procurement Level
<\$10,000	<ul style="list-style-type: none"> • Competition not required • Selection from MRSC Small Works Roster Required* 	Department
>\$10,000-\$35,000	<ul style="list-style-type: none"> • MRSC Small Works Roster required* • <u>At least 3</u> Invitations to Bid must be issued** • Documentation of selected contractors and ITBs required 	Department
>\$35,000-\$150,000	<ul style="list-style-type: none"> • MRSC Small Works Roster required • <u>At least 5</u> Invitations to Bid must be issued** • Documentation of selected contractors and ITBs required 	Department
>\$150,000-<\$300,000	<ul style="list-style-type: none"> • MRSC Small Works Roster or Formal Sealed Bid required • If MRSC Small Works Roster is used, ITB sent to all in category 	Purchasing Department
\$300,000+	<ul style="list-style-type: none"> • Formal Sealed Bid • Will be advertised 	Purchasing Department

*MRSC Small Works Roster is mandatory for this category of purchasing as the registration process verifies:

- Contractor's License
- Professional Licenses (e.g. Electrical License)
- Bonding
- Cannot be debarred from working on public works projects
- Employment Security # (if have employees)
- Pay Prevailing Wages

** These roster selection processes require a rotation of selected consultants. It is the responsibility of the using department to develop a written rotation plan and manage the rotation process.

Alternatively, Invitations to Bid may be issued to all contractors in the selected category

10.3 CONTRACT PROCESS

Public work and public work maintenance projects up to \$5,000 in cost (including labor, materials and tax) may be processed on a Service / Repair Order. If the contractor insists on a written contract, the contract will need to be processed in accordance with City procedures.

Public work and public work maintenance projects more than \$5,000 in cost (including labor, materials and tax) shall be processed by a written contract. Once a contractor has been selected to provide public work or public work maintenance services for the City, a request, including a copy of the written quotation from the selected contractor, shall be made to the City Attorney's Office to prepare a written contract. The department shall also submit documentation of its procurement process to the City Attorney's Office before a contract can be prepared. The department shall review the draft contract and if satisfactory, forward it to the person / firm for approval and signature. Contracts at or under the minor contract dollar authorization threshold shall be processed in accordance with the City's Policy ADMIN 0050-12-01. Contracts over the minor contract dollar authorization threshold require city council approval before becoming effective.

11.0 MRSC ROSTERS

11.1 GENERAL

The City has contracted with a third party agency to manage its Vendor Roster, Consultant Roster and Small Works Rosters referenced in the above purchasing guidelines. These rosters may be accessed using <https://mrscrosters.org/>

The user name and password for all City staff using these rosters to complete solicitations may be found on the Purchasing Sharepoint site.

For assistance with the use of MRSC Rosters, please contact the Purchasing Department.

12.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS

Pursuant to chapter 39.34 of the Revised Code of Washington, the City may join with the state or other governmental agencies for the purchase of material, equipment, supplies, or services by entering into written intergovernmental cooperative purchasing agreements that require compliance with each party's applicable procurement laws. If the other agency has different procurement laws than the City, the more restrictive laws will apply to the joint activity.

Contact the Purchasing Division for more information and the list of existing agreements with other governmental agencies.

Information about available State contracts can be found at:

<http://des.wa.gov/services/ContractingPurchasing/CurrentContracts/Pages/default.aspx>

13.0 PROCUREMENT REPORTING

The Purchasing Division shall send a monthly report of all procurements \$5,000 or more to the city administrator, city council, and chief financial officer. The City Attorney's Office shall provide a similar report for contracts.

14.0 SUPPLIER RELATIONS

14.1 SUPPLIER ENGAGEMENT

When engaging with suppliers, it is important that fair and open competition exists in all procurement activities in order to avoid the appearance of and prevent the opportunity for favoritism and to inspire public confidence that contracts are awarded equitably and economically. Meetings or discussions with suppliers outside a normal procurement process may only occur for the purpose of gathering information or investigating innovative solutions. Procurement discussions or negotiations with suppliers outside a procurement process may not occur.

14.3 SAMPLES AND PRODUCT INFORMATION

When vendors offer samples for evaluation or informational brochures regarding products or services, they may be accepted under the following conditions:

- The sample is accepted as property of the City.
- The product is one that is a type presently in use or is of potential use to the City.
- Samples of goods not likely to be purchased are not to be accepted.
- The quantity or size of the sample is relatively small and of low value.
- Any chemicals offered as vendor samples shall not be accepted unless accompanied by an OSHA Product Safety Data Sheet.
- Samples or product information is accepted for informational purposes only. No procurement negotiations may occur.

15.0 CONTRACTING WITH MINORITY AND WOMEN OWNED FIRMS

The City encourages the participation of minority and women owned businesses in its procurements. The City shall not discriminate against, nor give preferential treatment to, minority and women-owned businesses.

16.0 LOCAL BUSINESS ENCOURAGEMENT

The City shall take affirmative steps to ensure that businesses situated within the city limits of Spokane are encouraged to participate in its procurement process to the extent permitted by federal, state and local laws, regulations, grants, and these procedures.

17.0 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with City procurements because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, honorably discharged veteran or military status, age, the presence of any sensory, mental or physical disability or use of a service animal by a person with disabilities.

18.0 MONITORING AND COMPLIANCE

The Purchasing Department will be responsible for monitoring and evaluating compliance with these procedures. The Purchasing Director will first attempt to resolve departures from the procedures with the department director or the employee initiating the procurement. In the event the initial attempt to resolve the problem is unsuccessful, it will be referred to the Chief Financial Officer for further action. Further action could include disciplinary action, up to and including discharge.

19.0 REVISIONS

The Purchasing Director may make minor revisions, additions, or deletions to these procedures to reflect current best practice, and changes to state, local and federal laws.

BYLAWS OF THE PARK BOARD
of the
City of Spokane, Washington

Reference: City Charter Article V, Section 44, Park Board Organization -"The Park Board shall have the power to make Bylaws and Rules for the conduct of business."

We, the members of the Park Board of the City of Spokane, State of Washington, do hereby publish and declare the following Bylaws of the Board:

Section 1. Definitions.

1. The City of Spokane Park Board: "shall consist of ten electors of the City of Spokane, who shall be appointed by the council, and one member of the council to be designated by the council." (City of Spokane Charter §41)
2. Park Board Member: A person who has been nominated by the Mayor and appointed by the City Council.
3. Financial Report: An annual report of all receipts and expenditures, and of all other business transacted by the Park Board. This report shall be furnished to the City Council.
(City of Spokane Charter §45)

Section 2. Regular Meetings.

1. The regular meetings of the Park Board shall be held at 3:30 p.m. on the second Thursday of each month in the City Council Chambers in City Hall and shall be conducted generally following Robert's Rules of Order.
2. Except for executive sessions, all Park Board meetings are open to the public. Meetings may be canceled or rescheduled by the President or by majority vote of the Board. If a regular meeting is to be canceled or rescheduled, it shall be given pursuant to the Open Public Meetings Act (RCW Ch. 42.30).

3. The public may address the Park Board during scheduled meetings. The President may prescribe, on a case-by-case basis, procedures for public testimony as necessary to maintain order.

Section 3. Special Meetings.

1. Special meetings may be called, canceled, or rescheduled by the President whenever he/she deems the same expedient and/or shall be called whenever three Park Board members shall request the same in writing. Any measure adopted by six affirmative votes at a special meeting shall have the same effect as if adopted at a regular meeting. Special meetings are open to the public.
2. The date, hour and place of the special meetings shall be set by the President; notice of special meetings shall be given consistent with the Open Public Meetings Act (RCW Ch. 42.30). If a special meeting is to be canceled, notice should be given by posting on the door of the place where the special meeting was scheduled to have been held and on the City website where notices of meetings are regularly posted.

Section 4. Annual Meetings.

1. The annual meeting shall be held at the regular February meeting of the Park Board. Parks and Recreation Division staff shall present a Financial Report at the Annual Meeting.

Section 5. Quorum and Voting of Park Board.

1. Six members shall constitute a quorum for conducting business for the Park Board. In case there is no quorum present on a day set for a regular, continued, or special meeting, the Park Board members present may adjourn until a quorum is obtained or may adjourn said meeting specifying the time and place to which the meeting matter was continued.

Six affirmative votes shall be necessary to adopt any measure in a regular, continued or special meeting.

2. Voting shall be by voice unless a show of hands is called for by the President or a Board Member. Minutes shall record the number of yeas and nays and the names of any members abstaining. Any member may ask that his or her vote be recorded by name. Any member may ask that votes be recorded by name. Any member may abstain or recuse from the voting after stating the basis for abstention or recusal. Such basis shall be placed on the record.

CONDUCT OF BUSINESS

Section 6. Scheduling Business.

1. Business to be transacted at any regular or special meeting shall be scheduled by the Secretary or designee subjected to order of the President. The Secretary or designee shall prepare, transmit to Park Board members, release to news media, and give official notice of business to be considered in the normal administration of business at the Park Board meetings, provided the consideration of all or any one item of business shall be subjected to cancellation or rescheduling to another meeting of the Park Board by order of the President or by the Park Board.

Section 7. Chairing Meetings.

1. Meetings shall be called to order by the President, or in the President's absence, by the Vice President, or in the anticipated absence of both, the President or the Park Board shall designate a member of the Park Board to preside. In the event a person to preside has not been named, the Secretary shall call the meeting to order and the Park Board

members present may, by general consent, select a President pro-tem. Meetings may be adjourned by majority vote of the Park Board members present or by order of the President if there are no objections from Board members.

Section 8. Minutes.

1. The Secretary or designee shall prepare official minutes of the meetings containing the actions of the Park Board as a substantive account of proceedings. A record of the Park Board members present and absent shall be entered in the minutes of the meeting. Minutes shall be signed by the Secretary and placed on public record. Minutes may be approved by the Park Board without reading at Park Board meetings unless such reading is requested by a member of the Park Board. Correction of typographical errors in signed minutes may be made by the Secretary. Correction of substantive records in signed minutes may be made by majority vote of the Park Board.
2. All regular meetings and special meetings of the Park Board may be recorded, provided such shall not be deemed the official minutes and the absence of such recording due to mechanical failure or other cause shall not invalidate the actions taken at such meetings. Remarks and other volunteer statements from the public, present but not recognized by the Chair and which may have been recorded, will not be considered as part of the transcript. Any interested party may listen to a recording or read written minutes on file pursuant to the Washington State Public Records Act (RCW Ch. 42.56). Recordings will not normally be transcribed except by order of the Park Board or the Director of Parks and Recreation.

Section 9. Order of Business.

1. At a regular meeting, the order of business shall be as follows unless otherwise ordered by the President or as amended by the majority vote of the Park Board:

AGENDA

1. Roll Call
2. Minutes of the previous Park Board meeting and Study Session notes
3. Additions or Deletions to the Agenda
4. Special Guests
5. Claims
6. Financial Report and Budget Update
7. Special Discussion/ Action Items
8. Committee Reports - Action Items
 - Golf Committee
 - Land Committee
 - Recreation Committee
 - Riverfront Park Committee
 - Finance Committee
 - Urban Forestry Tree Committee
 - Bylaws Committee
9. Reports
 - Park Board President
 - Liaison Reports
 - Director's Report
10. Correspondence
11. Public Comments
12. Adjournment

Next Committee meeting dates

Next Park Board meeting dates

Section 10. Executive Sessions.

1. Executive sessions may be held as allowed by the Open Public Meetings Act (RCW Ch. 42.30). No action or minutes shall be taken in executive sessions. Executive sessions may be held at any time during a regular or special meeting.

OFFICERS AND COMMITTEES

Section 11. Officers.

1. At its regular February meeting of each year, the Park Board shall elect a President and Vice President from its members, but in case of failure to elect at the time specified, the election shall take place at a subsequent meeting without delay, and the President and Vice President shall continue to serve until replaced by election of the Board. The Secretary of the Park Board shall be the Director of Parks and Recreation unless another person is elected by the Park Board.
2. The President and Vice President shall hold their respective offices until the first regular meeting in February of the next year after election, and/or until their successors are elected.
3. The President, Vice President, and Secretary shall perform the duties prescribed by law, these rules, and such other duties as the Park Board may prescribe.
4. In the event of the vacancy in the office of President, Vice President or Secretary, the Park Board shall elect an interim President, Vice President or Secretary to serve until the next regular election.

Section 12. Nominations.

1. At the regular meeting in January, the President shall appoint an ad hoc committee of four (4) other Park Board members to serve as the Nomination Committee to recommend nominees for the office of Park Board President, Vice President and Secretary. In making such nominations, the Committee shall take into consideration, among other matters, the length of service on the Park Board of the member being considered for election to an office. No voting member of the Park Board shall serve more than two consecutive terms in any office of the Park Board unless said member receives the unanimous consent of the entire membership of the Park Board.

Section 13. Duties of the President.

The duties and powers of the President shall be as follows:

1. To perform duties prescribed by law and all duties properly mandated by such office, and such other duties as the Park Board may prescribe.
2. To preside over the meetings of the Park Board.
3. To call special meetings and executive sessions of the Park Board within the limits of state law.
4. To set the agenda and change the order of business.
5. To set the place, date and time of special meetings, pursuant to the Open Public Meeting Act (RCW Ch. 42.30).
6. To vote on any matter that may come before the Park Board for consideration with the exception of a request for abstention or recusal.
7. To prepare and sign all official recommendations or documents duly adopted by the Park Board.
8. To assign members of the Park Board to standing and existing ad hoc committees before March 15 of each year with the advice and consent of the Park Board. The President shall

name one member of each committee as the Chair of that committee. These new Chair assignments will begin at the April committee meetings. Ad hoc committees of the Park Board will be appointed, as needed, by the President with the advice and consent of the Park Board.

9. To rule on procedure where no direct rule had been adopted by the Park Board. In so doing, the President shall be guided by Robert's Rules of Order.
10. To notify the Mayor in writing of any vacancy or pending vacancy on the Park Board.
11. To assign members of the Park Board to an ad hoc Park Board Nomination Committee which shall recommend a minimum of two (2) Park Board candidates per vacancy to the Mayor for City Council appointment.
12. To have the same rights and privileges as all other Park Board members.
13. To send a letter of interest to the Mayor for all Park Board members seeking reappointment.

Section 14. Duties of the Vice President.

The duties and powers of the Vice President shall be as follows:

1. The Vice President shall act in the absence of the President at any meeting, and when the President is unavailable, all duties of the office of President or as a member or any committee of which the President may be a member, shall temporarily fall upon the Vice President.

Section 15. Duties of the Secretary.

The duties of the Secretary shall be as follows:

1. The Secretary shall perform the duties required by law and all duties properly mandated by such office.
2. The Secretary shall attend meetings of the Park Board and meetings of its committee, where requested.

3. The Secretary shall keep a true and accurate record in substance of the proceedings of the Park Board, and shall have charge and custodian of all the Park Board books, documents, records, minutes and papers.
4. The Secretary shall handle correspondence of the Park Board, including responses to inquiries and provide correspondence copies to all Park Board members.
5. The Secretary shall prepare agendas and schedule business on regular Park Board meetings, with the approval of the Park Board President, and transmit a tentative notice of business to Park Board members in advance of the meeting, and provide legal notice of public hearings as required by law.
6. The Secretary may delegate these duties as appropriate and necessary for their accomplishment.

Section 16. Standing Committees.

1. The standing committees of the Park Board shall be:

Finance

Land

Recreation

Golf

Riverfront Park

Urban Forestry Tree

Bylaws
2. Unless otherwise ordered by the Park Board all standing committees shall consist of a minimum of three (3) Park Board members, except the Urban Forestry Tree Committee which shall consist of two (2) Park Board members and three (3) citizens pursuant to Spokane Municipal Code (SMC 04.28.030).

3. The Board may reclassify, add to, or change the number of standing committees by adopting changes to the Park Board Bylaws.
4. The Board President may appoint ad hoc committees for specific purposes and length of time.
5. Committees should be transmitted a notice of tentative business 48 hours prior to the time of said Committee meeting.
6. The agenda of a regular meeting may contain business not on the advance notice, consistent with the Open Public Meetings Act (RCW Ch. 42.30). Special meetings may only contain matters noted in the final agenda notice consistent with the Open Public Meetings Act (RCW Ch. 42.30).
7. Upon agreement of the majority of the committee members present, any matter listed on the advance notice for a regular or special committee meeting may be submitted for a vote by that committee, whether or not designated as an action item on the advance notice.

Section 17. Duties of Committees.

1. Committees are advisory to the Park Board and shall serve the Park Board acting as fact finders to provide information and make recommendation to the Park Board.

Recommendations to the Park Board will be submitted by a majority of committee members present at the committee meeting. Votes or other actions taken by committees shall not be deemed as official actions of the Park Board but rather as recommendations to the Park Board. Only members appointed to a committee or an alternate substituting for a committee member may vote at any committee meeting. Any Park Board member

2. Committees shall have the authority to task the Director of Parks and Recreation to provide information upon a majority vote of committee members present.
3. The Chair of each committee shall consult with the Director of Parks and Recreation, or the designee, to establish the agenda of the meetings.
4. In the event the Committee Chair is not present at a meeting, the committee, by consensus, shall select a Chair pro tem.
5. Committee Chairs may allow public participation in matters coming before the committee as time permits.
6. Committee Chairs, or their designees, shall present committee information, recommendations and minutes to the full Park Board at the regular monthly Park Board meeting.
7. Committee Chairs can make, second and vote on motions brought before the Committee, and shall have the same rights and privileges as all other Committee members.
8. All monthly Committee meetings will take place before the corresponding monthly meeting of the full Park Board.

Section 18. Administration.

1. The administration of the Spokane Parks and Recreation Division is the responsibility of the Director of Parks and Recreation.
2. The Director of Parks and Recreation will assign lead staff to support each committee.

Section 19. Functions of the Director of Parks and Recreation.

1. The Director of Parks and Recreation, or a designee, is the chief executive officer of the Park Board. The director is also an employee under the direct supervision of the Mayor.
2. The Director of Parks and Recreation is responsible for carrying out all policies or rules and regulations established by the Park Board.

3. All individuals employed in the Parks and Recreation Division report directly to, and are responsible to, the Director of Parks and Recreation.
4. The Director of Parks and Recreation shall make such rules, develop an administrative organization, and give such instructions to Parks and Recreation Division employees as may be necessary to make policies of the Park Board effective. The Director of Parks and Recreation may delegate authority for actions to subordinates.
5. The Director of Parks and Recreation should be present at all meetings of the Park Board, except when matters pertaining to the Director's employment are being considered or when requested by the Park Board President not to be present.
6. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a budget for the ensuing fiscal year, for Park Board approval. The Director shall develop the Parks and Recreation Division budget working with the Park Board Finance Committee.
7. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a monthly and an annual report on the operation of the Park and Recreation Division, and additional information as requested by the President or by consensus of the Park Board.
8. The Director of Parks and Recreation shall keep a continuous inventory of all property, furniture, material and supplies of the Park and Recreation Division.
9. The Director of Parks and Recreation shall draw all requisitions against the budget of the City Parks and Recreation Division, handle funds of the Park Board, and shall keep proper record of expenditures and funds available.
10. As the Park Board's professional advisor, the Director of Parks and Recreation is expected to keep abreast of technical advances, and Park and Recreation techniques, to

participate in professional Parks and Recreation organizations, and to attend conventions and meetings of said organizations as approved by the Park Board.

11. The Director shall provide a Parks and Recreation Division orientation for new Park Board members, and new members shall read and sign the Duties and Responsibilities form, attached to these Bylaws.

Section 20. Employment of Park Director.

1. Employment of the Park Director shall be in accordance with City Charter Article IV Administration of City Affairs, §24, ¶1.

Section 21. Adoption and Amendment of Rules, Bylaws and Policies.

1. Proposed new Rules, Bylaws and Fiscal Policies, and proposed changes in existing Rules, Bylaws and Fiscal Policies will be presented in writing for reading and discussion. Unless it is deemed by the Park Board that immediate action would be in the best interest of the Park Board, the final vote for adoption shall take place not earlier than the next succeeding regular or special Park Board meeting.
2. If immediate action on a proposed Rule, Bylaw or Fiscal Policy is necessary, the motion for its adoption shall provide that immediate adoption is in the best interest of the Park Board. No further action is required. All new Rules, Bylaws or amended Fiscal Policies shall become effective upon adoption unless a specific effective date is provided in the motion for adoption.
3. Rules, Bylaws and Fiscal Policies as adopted or amended shall be made a part of the minutes of the meeting at which action was taken.

Section 22. Adoption.

The foregoing Bylaws are hereby declared adopted at the meeting of the Spokane Park Board held this _____ day of _____ and all previous Bylaws are hereby declared void and repealed.

Spokane Park Board

By:

Spokane Park Board President

Date approved: _____

Approved as to form:

Assistant City Attorney

Attachment that is part of the Bylaws:

Exhibit A – Spokane Park Board Member Duties and Responsibilities

SPOKANE PARK BOARD MEMBER DUTIES AND RESPONSIBILITIES FORM

Congratulations on your nomination to the Spokane Park Board. We hope you find your term on the Board rewarding. The Park Board is one of the most demanding and fulfilling board appointments in the City of Spokane. For this reason, we ask that you review and acknowledge the following “Member Duties and Responsibilities.” Knowing these duties and responsibilities will ensure that you are aware of your commitments to the Board and the expectations associated with your membership on the Spokane Park Board.

- A. The Spokane City Charter: Your appointment to the Park Board is pursuant to Article V of the Spokane City Charter. In accepting your appointment, you are presumed to have read Article V in its entirety and learned from it the scope of the Board’s responsibilities. While not exhaustive, the following highlights some of the key provisions of the Charter relating to the Board’s responsibilities:
- Complete control over expenditures from the Spokane Park Fund and expenditures from related park funds, such as the Golf Fund and Urban Forestry Fund: Typically this means an overall annual operating budget in excess of \$20 million, plus additional expenditures related to capital bond projects. The scope of this budget alone demands that members devote considerable time outside the regular meetings and committee meetings, so as to stay informed of Board activities.
 - The formulation and adoption of rules and regulations relating to Spokane Parks and Recreation facilities: By Charter the Park Board establishes policies and rules relating to park facilities, such as the Tobacco-Free Zones, sets pricing and fees for a variety of park facilities, etc.
 - Regular attendance at the required monthly and special meetings of the Spokane Board: Each Board member is expected to attend regular and special meetings of the Board, unless excused in advance by the President. The Spokane Park Board is scheduled for the second Thursday of each month at 3:30 p.m. unless otherwise posted. As a matter of practice, any absence is deemed excused so long as the President or Secretary is alerted in advance to your absence. There is no recent memory of a Board member being formally admonished for unexcused absenteeism, but it should be understood that continual absences may prompt the President to declare your absences unexcused, and three unexcused absences constitute grounds for removal from the Board.
- B. Park Board Bylaws: By Charter the Board is authorized to adopt bylaws relating to governance of the Board and its committees. The Bylaws were last revised and adopted January 2018, and are included in this Park Board Toolkit. By signing this form you acknowledge that you have read the Bylaws and understand them. A brief overview of these rules follows:

- There are seven Standing Committees of the Park Board. With Board consent, the President annually assigns Board members to committees and designates the chairs of those committees. Board members typically are assigned to at least three committees, and often serve as chair of at least one of those committees. Committees meet once per month, typically one to two weeks before the regular Park Board meeting. Depending on a given agenda item for the committee, Board members can expect to spend as much as one hour or more reviewing materials related to committee meetings and up to two hours at the committee meeting. Average monthly time commitment, excluding special Park Board meetings, ad hoc committees and special events, is 11-12 hours.

C. Additional Board member responsibilities include:

- New board members participate in an orientation provided by the director of Parks and Recreation, and the Board President. This is about a two-hour, one-time only meeting.
- Board members are called upon to attend additional special Parks and Recreation special events. A special event might include a site visit, a dedication event, public meetings, etc. These events are typically one hour long and will occur about two to three times a year.

D. Acknowledgement: As Respect to the Spokane Park Board, as a member of the Spokane Park Board, I acknowledge:

- I have read and understand the Member of the Board duties and responsibilities;
- I am responsible, collectively and with my fellow Board members, for ensuring effective governance, stewardship and strategic direction of the Spokane Parks and Recreation, and the Spokane Park Board;
- I understand and accept the time commitment involved as a Board member of the Spokane Park Board;
- I generally accept the duties and responsibilities of a Board member;

In signing this document, I understand that no rigid standards of measurement and achievement are being formed.

Signature

Printed Name

Date Signed: _____

Dates of Term: _____

Form Updated: January 2019