



Spokane Park Board

3:30 p.m. July 11, 2019

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

Park Board Members:

- X Nick Sumner – President
- X Jennifer Ogden – Vice President
- X Garrett Jones – Secretary
- X Ted McGregor
- X Rick Chase
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- Jamie SiJohn (Absent/excused)
- X Bob Anderson
- Barb Richey (Absent/excused)
- X Mike Fagan – Council Liaison

Parks Staff:

Jason Conley
Fianna Dickson
Al Vorderbrueggen
Jennifer Papich
Angel Spell
Berry Ellison
Megan Qureshi
Carl Strong
Nick Hamad
Carissa Ware
Steve Conner
Katie Kosanke
Pamela Clarke

Guests:

Carol Neupert
Terri Fortner
Andrew Chanse

MINUTES

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

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

2. **Minutes:**
A. June 13, 2019, Park Board meeting minutes

Motion No. 1: Nick Sumner moved to approve the June 13, 2019, Park Board meeting minutes, as presented.

Bob Anderson 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 June 2019](#) – *Bob Anderson*

Motion No. 2: Bob Anderson moved to approve claims for the month of June 2019 in the amount of \$3,817,251.97.

Mike Fagan seconded.

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

6. **Financial report and budget update:** – *Megan Qureshi* presented the [June financial report and budget update](#). Park Fund revenue is tracking at 99.53% of the projected budget. Park Fund expenditures are tracking at 101.95% of the projected budget. Ms. Qureshi reported that staff recently discovered an error in the software systems reporting of revenue. This adjustment of \$351,000 in revenue will be reflected in the July financial report. The Golf Fund revenue is tracking at 109.36% of the projected budget. The Golf Fund expenditures are tracking at 98.5% of the projected budget. Of the \$68.06 million Riverfront Park bond budget, \$46.16 million has been expended and \$9.77 million committed, leaving a \$12.13 million budget balance.

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

A. [Golf and Finance committee appointments](#) – *Nick Sumner* announced that Barb Richey has volunteered to serve on the Golf Committee and Jamie SiJohn has shared a desire to serve on the Finance and Joint Arts committees. *Ted McGregor* reminded the board that the Park Board probably has three seats on Joint Arts Committee. If this is confirmed by staff, Nick Sumner indicated he will step down from the JAC allowing Ms. SiJohn to serve on the committee.

Motion No. 3: Nick Sumner moved to appoint Barb Richey to the Golf Committee, and Jamie SiJohn to be appointed to the Finance and Joint Arts committees.

Jennifer Ogden seconded.

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

8. **Committee Reports:**

Urban Forestry Tree Committee: July 2, 2019, *Rick Chase*

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. July 30, 2019, at the Woodland Center, Finch Arboretum.

Golf Committee: July 9, 2019, *Gerry Sperling*

A. [Irrigation Technologies design contract amendment/Esmeralda Golf Course \(\\$54,205\)](#) – *Nick Hamad* presented the Irrigation Technologies design contract amendment for Phase II design work on the Esmeralda Golf Course irrigation system in the amount of \$54,205. This phase of the project includes construction layout, supervision, punch-listing, as-built creation and central computer programming. The total contract price, including previous work and this amendment, is \$81,105.

Motion No. 4: Gerry Sperling moved to approve the design contract amendment with Irrigation Technologies for work on the Esmeralda Golf Course irrigation system in the amount of \$54,205.

Mike Fagan seconded.

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

B. [Resolution for improvements to Downriver Golf Course](#) – *Nick Hamad* presented a proposed resolution authorizing the study, design and future construction of stormwater facilities on the Downriver Golf Course. As part of the City's long-term stormwater treatment

program, Integrated Capital Management is scheduled to design and construct stormwater treatment system within the Cochran Basin, which encompasses Downriver Golf Course. A memorandum of understanding, approved May 2015, outlined a collaborative agreement between Utilities and Parks noting that Park land may be used for stormwater facilities in exchange for physical improvements and an annual payment from Utilities to Parks. Mr. Hamad explained the proposed resolution gives staff the authority to pursue design work and to see what improvement opportunities exist. Those improvement options would then come before the Park Board for consideration. It was noted the proposed stormwater facilities will not negatively impact citizen's recreational use of Downriver Golf Course, and will improve the citizens' use of the course through increased capital improvements and other on-course features. Mr. Hamad added the proposed stormwater improvements will be consistent with the golf course refinements master plan. Work is not expected to begin until fall of 2021 at the earliest. *Greta Gilman* requested more specific language be added to clarify what improvements might be in exchange for use of Park land for the stormwater treatment project.

Action: The board agreed to defer action until the Aug. 8 Park Board meeting when staff has the opportunity to include additional language, such as "shall include physical improvements and/or other on-course capital improvements negotiated by the Park Board, with cost to be incurred by Utilities."

C. The next scheduled meeting is 8 a.m., Aug. 6, 2019, Finch Arboretum, Woodland Center.

Land Committee: July 8, 2019, *Jennifer Ogden*

A. [Riverfront Park suspension bridge utility easement agreement with Avista](#) – *Nick Hamad* presented the Riverfront Park suspension bridge utility easement, license and permit agreement. The agreement outlines the partnering of Avista and Parks as part of a project to complete repairs of the north and south suspension bridges at Riverfront Park. Avista will donate the completed bridge repair design to Parks in exchange for perpetual utility and access easement across the bridges and adjacent Parks property.

Motion No. 5: *Jennifer Ogden* moved to approve the utility easement, license and permit agreement between Avista and Parks for repairs to the two suspension bridges at Riverfront Park.

Gerry Sperling seconded.

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

B. [Cameron-Reilly, LLC, construction contract/Redband Park art plaza \(\\$75,534.91, tax inclusive\)](#) – *Nick Hamad* presented the construction contract with Cameron-Reilly, LLC, for work on the Redband Park art plaza. *Garrett Jones* added the project is being fully funded by the Spokane River Forum.

Motion No. 6: *Jennifer Ogden* moved to approve the construction contract with Cameron-Reilly, LLC, for work on the Redband Park art plaza in the amount of \$75,534.91.

Mike Fagan seconded.

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

C. [Inter-local cooperation agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Parks and Recreation](#) – *Garrett Jones* presented this master

[agreement](#) which outlines the implementation of joint ventures involving the School District, the Public Library, the City and Parks. Partnership projects include: 1) City provides the Mullan Road site for a south middle school; 2) City provides the Foothills site for northeast middle school; 3) the School District provides the site for library/schools training center; 4) School District provides the right-of-way to the City at Albi site for future possible development; and 5) Parks provides sites for Liberty and Shadle Park libraries. As part of this umbrella document, additional joint use agreements will be coming before the Park Board for consideration.

Motion No. 7: Jennifer Ogden moved to approve the inter-local cooperation agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Parks and Recreation.

Mike Fagan seconded.

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

D. [Shadle Park land lease and use agreement/Spokane Library Board](#) – Jennifer Ogden presented the proposed land lease and use agreement involving the Park Board leasing a portion of Shadle Park to the Spokane Library Board for expanding the existing library at Shadle Park.

E. [Liberty Park land lease and use agreement/Spokane Library Board](#) – Jennifer Ogden presented the proposed land lease and use agreement involving the Park Board leasing a portion of Liberty Park to the Spokane Library Board for the building of a new library at Liberty Park.

Motion No. 8: Jennifer Ogden moved to approve the proposed land lease and use agreements with Spokane Library Board, as presented.

Mike Fagan seconded.

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

F. The next scheduled meeting is 3 p.m. July 31, 2019, Park Operations Complex, 2304 E. Mallon.

Recreation Committee: July 8, 2019, Sally Lodato

A. [Joint use agreement with Spokane Public Schools](#) – Jennifer Papich presented a joint use agreement with Spokane Public Schools which is a revision of an existing agreement to accurately reflect current practices taking place between the School District, and Parks and Recreation. This agreement places emphasis on frequent communication, and creating consistent and uniformed terms throughout the agreement that are the same for both parties.

B. [Joint use agreement with Spokane Public Library](#) – Jennifer Papich presented a joint use agreement with Spokane Public Library to allow for the future partnership and reciprocal use of space in the libraries for recreation programming and in the parks for library programming.

Motion No. 9: Sally Lodato moved to approve the joint use agreements with Spokane Public Schools and Spokane Public Library, as presented.

Rick Chase seconded.

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

C. [Athletic tournament fees increase](#) – *Carissa Ware* presented a proposed athletic tournament fee structure which would increase use fees for the next three years (2020-2022). Ms. Ware explained the fees have not been increased since 2014. The proposed increases will be used to offset continued increases in minimum wage and supply/maintenance costs. Fees will also fund facility repair and improvements. Proposed increases include: 1) increase of \$125/year at Franklin Park for softball/baseball; increase of \$100/year at Dwight Merkel for soccer; and 3) an increase of \$150/year at Dwight Merkel for softball/baseball. Ms. Lodato stressed the importance of putting funds into maintenance of the fields as there should be a value to the users for the increased fees. *Mike Fagan* asked how it would play out if the increase was scheduled every other year. Ms. Lodato explained an “every other year” fee increase may not be enough to offset the increase in minimum wage. *Nick Sumner* questioned the reasoning as to why there is a greater increase proposed for softball/baseball tournaments in comparison to soccer tournaments. Ms. Ware explained softball and baseball usage is more labor intensive than soccer. Mr. Sumner suggested possibly increasing the adult fees and reducing the youth rates in hopes of encouraging youth baseball.

Motion No. 10: Sally Lodato moved to approve the proposed athletic tournament fee structure, as presented, for the next three years.

Greta Gilman seconded.
Motion carried with an 8-1 vote.

D. The next scheduled meeting is 5:15 p.m. Aug. 1, 2019, Park Operations lunchroom, 2304 E. Mallon.

Riverfront Park Committee: July 8, 2019, *Ted McGregor*

A. [Riverfront Park redevelopment update](#) – *Garrett Jones* presented the Riverfront Park redevelopment update. Project highlights include: 1) Howard Street Promenade – the Central Promenade was fully opened in time for Hoopfest; 2) Pavilion – the elevated experience railing installation is underway, and the shade panels/illumination blades are installed with the opening celebration set for this fall; 3) north bank playground – Hoopfest announced their commitment to build the signature basketball court made possible by funding from MultiCare; 4) West Havermale Island – design development is underway with opening set for early fall 2020; 5) Stepwell signature art piece – a fabricator has been identified and \$50,000, out of the remaining \$150,000 in the art budget, will be set aside as a contingency on the project, per a recommendation from the fabricator; and 6) budget – staff is on track to meet the internal deadline of Dec. 31, 2019, to encumber all funds in the bond budget.

B. [Values for donor recognition opportunities/Riverfront Spokane campaign](#) – *Fianna Dickson* presented the proposed values for donor recognition opportunities of the Riverfront Spokane fundraising campaign. Dollar amounts assigned to specific park items include: 1) adopt a Looft Carousel animal – \$5,000 each for 10 years; 2) Looft Carousel gathering spaces – \$150,000 for all 4 or \$50,000 for each space 3) north, south and north bank picnic shelters – \$50,000 each, 4) Pavilion SkyRoom – \$150,000; 5) park benches – \$5,000 each; 6) Promenade pavers – starting at \$1,000; and 7) fence tags – \$100 to \$150 per tag.

Motion No. 11: Ted McGregor moved to approve the proposed values for donor recognition opportunities, as presented, for the Riverfront Spokane campaign.

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

B. [Garco Construction change order #17/Pavilion and Promenade \(\\$179,470, plus tax\)](#) – *Berry Ellison* presented change order #17 with Garco Construction for work on the Pavilion and Promenade in the amount of \$179,470, plus tax.

Motion No. 12: Ted McGregor moved to approve change order #17 with Garco Construction for work on the Pavilion and Promenade in the amount of \$179,470, plus tax.

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

C. The next scheduled meeting is 8:05 a.m. Aug. 5, 2019, in the City Council Briefing Center.

Finance Committee: July 9, 2019, *Bob Anderson*

A. [Spokane Investment Pool \(SIP\) second installment resolution/Golf capital improvements](#) – *Jason Conley* presented a proposed resolution requesting a second installment from the Spokane Investment Pool (SIP) in the amount of \$2.5 million to upgrade the four City golf course irrigation systems, and other on-course and off-course improvement over the next four years. The Park Board approved a \$7.5 million SOP loan, with the first installment issued in 2018 in the amount of \$2.5 million. The board approved that all future loan draw requests come in the form of annual resolutions, with the flexibility to adjust the schedule of borrowing, within the \$7.5 million total amount. Mr. Conley explained this year's construction will continue in the fall with the installation of the new irrigation system at Esmeralda Golf Course, along with the design of a new irrigation system at either Downriver or Qualchan golf courses.

Motion No. 13: Bob Anderson moved to approve the proposed resolution, as presented.

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

B. The next regularly scheduled meeting is 3 p.m. Aug. 6, 2019, City Conference Room Lobby - Tribal, first floor City Hall

Bylaws Committee: (Committee did not meet.) *Jennifer Ogden*

A. Action items: None

9. **Reports:**

Park Board President: *Nick Sumner*

1. Nick Sumner reminded board members and staff to get active on social media in terms of likes, sharing and following Spokane Parks. He explained this support is a good way to spread the word on the exciting developments and opportunities at Parks.

Liaison reports:

1. [Conservation Futures Liaison](#) – *No report given.*
2. [Parks Foundation Liaison](#) – *Ted McGregor* announced that Hoopfest secured a \$1 million donation from MultiCare to build a signature basketball court at the north

- bank playground. He recognized Carol Neupert and Terry Fortner, and thanked them for the strides they have made with the Riverfront Spokane fundraising campaign. Mr. McGregor turned the floor over to Rick Chase who provided background on a campaign to raise funds to memorialize Andrew Vathis, a young Spokane man who was killed in an auto-pedestrian accident on the South Hill in January. Mr. Chase explained a Go Fund Me account was opened in honor of Andrew and received a tremendous response from the community and worldwide. Mr. Chase presented a \$10,000 check, from the Go Fund Me account, to the Parks Foundation in Andrew's memory. Ms. Neupert graciously thanked Mr. Chase and said the foundation will find a place in the park to memorialize this special person.
3. City Council Liaison – *No report given.*

Director's report: *Garrett Jones*

1. Garrett Jones emphasized the importance of partnerships in so many of the projects Parks is involved from interdepartmental project, to Interlocal agreements with other agencies to community fundraising campaigns. He explained everyone benefits from these cooperative relationships. Mr. Jones thanked Josh Harty and his staff for a successful re-opening of Indian Canyon Golf Course, and Amy Lindsey and her staff for a success Fourth of July celebration at Riverfront Park. He added the Parks Communications staff have released the new "I ♥ Parks" T-shirts with 100% of the proceeds going a fund for Parks capital improvement. Shirts are available for sale at Boo Radley's and at Atticus Coffee & Gifts, located downtown.

10. **Executive Session:**

A. None

11. **Correspondence:**

A. Letters/emails: None

B. Newsletters: Hillyard Senior Center

12. **Public Comments:** None

13. **Adjournment:** The meeting adjourned at 5:28 p.m.

14. **Meeting Dates:**

A. Next Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. July 30, 2019, Woodland Center, Finch Arboretum

Land Committee: 4 p.m. July 31, 2019, Woodland Center, Finch Arboretum

Recreation Committee: 5 p.m. July 31, 2019, Woodland Center, Finch Arboretum

Riverfront Park Committee: 8:05 a.m. Aug. 5, 2019, City Council Briefing Center

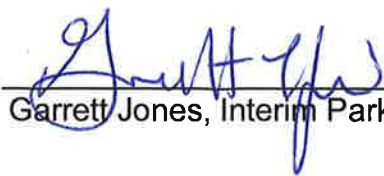
Golf Committee: 8 a.m. Aug. 6, 2019, Finch Arboretum, Woodland Center

Finance Committee: 3 p.m. Aug. 6, 2019, City Conference Room Lobby - Tribal, first floor City Hall

B. Next Park Board: 3:30 p.m. Aug. 8, 2019, City Council Chambers

C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:

A handwritten signature in blue ink, appearing to read "Garrett Jones", written over a horizontal line.

Garrett Jones, Interim Parks and Recreation Director

**CITY OF SPOKANE PARK AND RECREATION DEPARTMENT
JUNE 2019 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JULY 11, 2019**

PARKS & RECREATION:

SALARIES & WAGES	\$	973,168.00
MAINTENANCE & OPERATIONS	\$	480,649.68
CAPITAL OUTLAY	\$	17,467.22
PARK CUMULATIVE RESERVE FUND	\$	178.05

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	2,043,325.22
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GOLF:

SALARIES & WAGES	\$	154,317.74
MAINTENANCE & OPERATIONS	\$	146,116.06
CAPITAL OUTLAY	\$	2,030.00

TOTAL EXPENDITURES:	\$	3,817,251.97
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Financial Reports
June 2019

City of Spokane Parks & Recreation

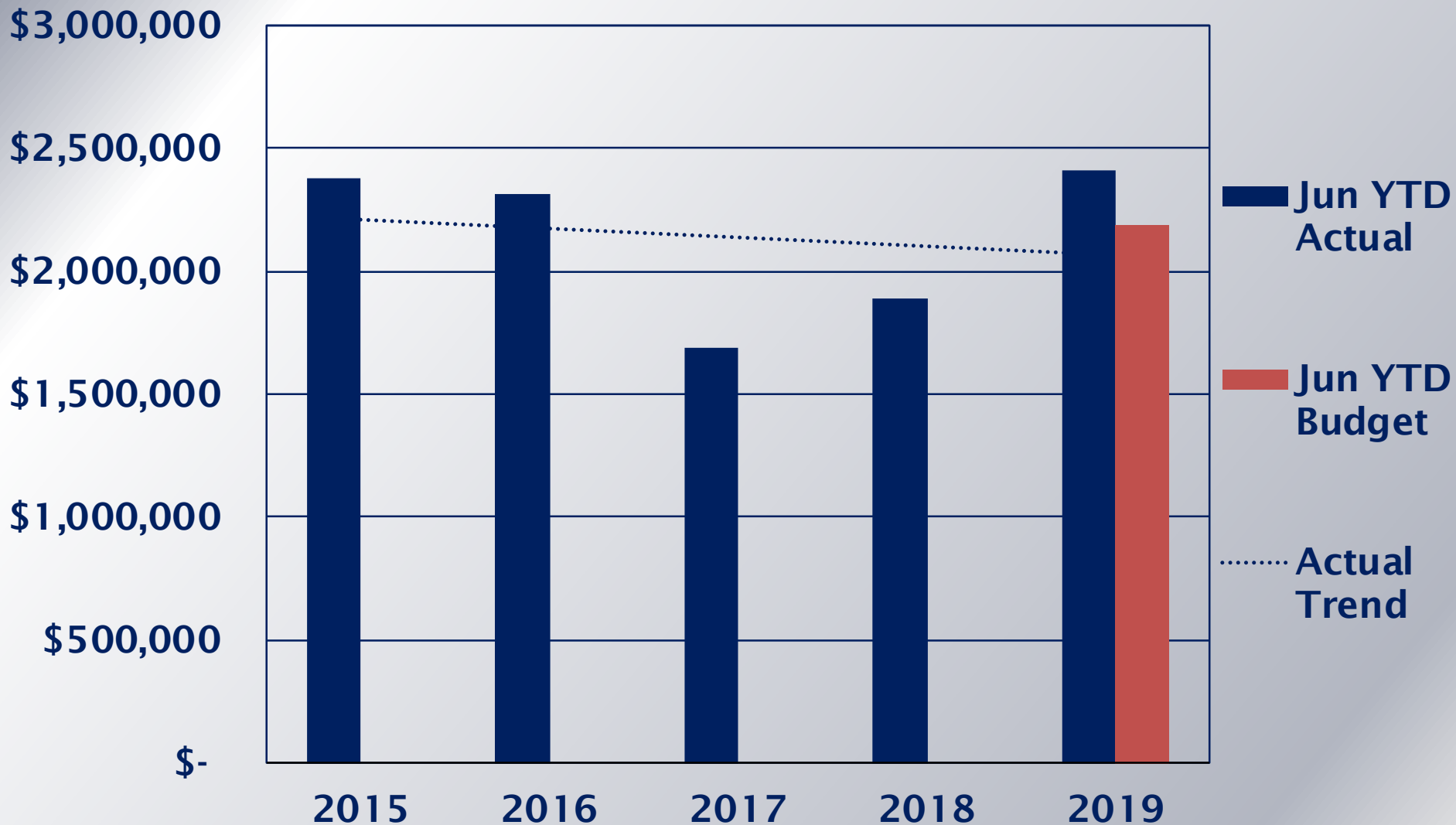
PARK FUND – Revenues & Expenditures

As of June 2019 (in millions)	2019 Budget	YTD Budget	YTD Actual	% YTD Budget
Park Revenue	5.86	2.19	2.18	99.53%
Transfers In	17.05	8.32	7.78	93.48%
Funds Available	22.91	10.51	9.95	94.74%
Expenditures	-20.31	-8.09	-8.25	101.95%
Transfers Out	-5.11	-2.26	-0.45	19.77%
NET	- 2.51	0.15	1.26	
Beg. Noncommitted Bal*	- 0.67			
End Noncommitted Bal	0.28			

*For clarification purposes, the 7% 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

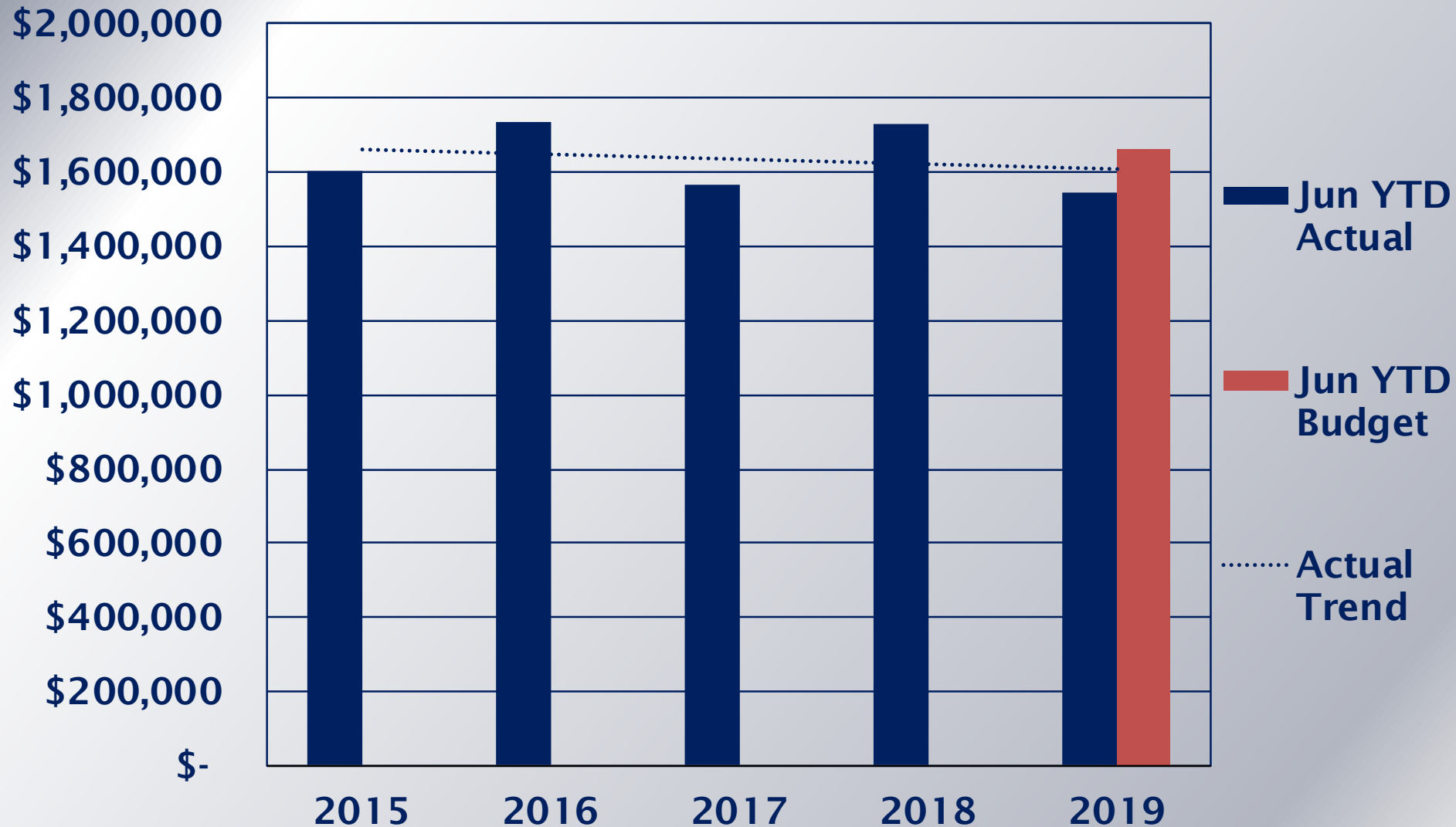
As of June 2019 (in millions)	2019 Budget	YTD Budget	YTD Actual	% YTD Budget
Golf Revenue	3.81	1.66	1.81	109.36%
Transfers In	0.00	0.00	0.00	0.00%
Funds Available	3.81	1.66	1.81	109.36%
Expenditures	-3.26	-1.14	-1.13	98.50%
Transfers Out	-0.28	0.00	-0.11	0.00%
Capital Outlay	-0.27	-0.02	-0.10	100.00%
NET	0.00	0.50	0.48	
Beg. Noncommitted Bal*	- 0.55			
End Noncommitted Bal**	- 0.07			

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

** Does not include \$45,000 transfer from Park Fund

Golf Fund Revenue

5 Year Trend & YTD Budget



Riverfront Park Bond Fund

Project Component	Budget Adopted June 2019	Expended as of June 30, 2019	Committed to Date	Budget Balance
1. South Bank West	10,412,530	10,412,530	-	-
2. South Bank Central	11,743,839	11,624,047	118,515	1,277
3. Howard St. SC Bridge	-	-	-	-
4. Promenades & Cent. Trail	7,979,273	4,847,038	1,080,429	2,051,806
5. Havermale Island	22,619,788	14,395,505	7,494,801	729,482
6. snxw meneo	1,741	1,741	-	-
7. North Bank	9,454,662	836,202	772,195	7,846,265
8. South Bank East	160,364	156,847	-	3,517
Program Level	5,690,175	3,885,974	302,783	1,501,418
Total	68,062,372	46,159,884	9,768,722	12,133,766

GL Code/Desc	GL Net
1400-30210-76101-36999-99999: Administrative Fees - Registrations	-341
1400-30210-76105-36999-99999: Administrative Fee - Park Operations	-560
1400-54100-74210-34761-47210: Corbin Art Center Programs	-124981
1400-54100-74210-36240-99999: Corbin Art Center Rental	-2105
1400-54100-74213-34761-99999: Athletic Program Fee Nontaxable	-33738
1400-54100-74213-34765-99999: Athletic Program Extra Fee Taxable	-46593.83
1400-54100-74213-34765-99999: Athletic Program Fee Taxable	-114099.38
1400-54100-74214-34761-47215: Outdoor Nontaxable Program	-18693
1400-54100-74214-34761-99999: Personal Interest Nontaxable Program	-21149
1400-54100-74214-34765-47215: Outdoor Taxable Program	-3244.19
1400-54100-74214-34765-99999: Personal Interest Taxable Program	-261.71
1400-54100-74215-34761-99999: Outdoor Program Fees- Nontaxable	-13815
1400-54100-74215-34765-99999: Outdoor Program Fees- Taxable	-2552.13
1400-54100-75620-34741-99999: Camp Sekani Event Admission Fee	-562.95
1400-54100-75650-34761-99999: Merkel Program Nontaxable Fees	-1089
1400-54100-75650-36240-99999: Merkel Sports Complex Facility Rental	-92218
1400-54100-75650-36240-99999: Merkel Sports Complex Rental Extra Fees	-27908.4
1400-54100-75651-36240-99999: Franklin Park Softball Facility Rental	-11039.5
1400-54100-75651-36240-99999: Franklin Park Softball Facility Xtra Fee	-3190.69
1400-54100-75652-36240-99999: Southeast Complex Facility Rental	-8064
1400-54100-76200-34731-99999: Aquatic Center Admissions	-470
1400-54100-76200-34761-99999: Aquatics Extra Fee - Lessons	-980
1400-54100-76200-34761-99999: Swim Lessons	-75085
1400-54100-76200-36291-99999: Aquatics Facility Rental Fee	-9053.3
1400-54100-76200-53202-99999: Aquatics Uniform Purchase	-225
1400-54100-76880-34660-99999: Therapeutic Program Revenue	-40393
	\$652,412.08 TOTAL RECREATION REVENUE JAN-JUN 2019
1400-54500-76810-36240-99999: Park Facility Rental Extra Fee	-1190.11
1400-54500-76810-36240-99999: Park Facility Rental Fee	-12262.48
1400-54600-76820-36240-99999: Manito Shelters and Grounds	-6935.53
	\$20,388.12 TOTAL OPERATIONS REVENUE JAN-JUN 2019

Spokane Park Board July 2019 – February 2020	Term Ends	Riverfront	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Riverfront Park Executive Team	Joint Arts	Liaisons
Sumner, Nick – President nsumner@spokanecity.org	2020		✓					✓	✓		CF
Ogden, Jennifer – Vice President jmogden@spokanecity.org	2021	✓		✓			✓	Chair		✓	
Ted McGregor tmcgregor@@spokanecity.org	2020	Chair			✓				✓	✓	PF
Greta Gilman ggilman@spokanecity.org	2023			Chair	✓	✓			✓		
Bob Anderson banderson@spokanecity.org	2022		✓			Chair	Alternate				
Sally Lodato slodato@spokanecity.org	2022			✓	Chair			✓			
Rick Chase rchase@spokanecity.org	2022	✓	✓				Chair				
Gerry Sperling gsperling@spokanecity.org	2024	✓	Chair			✓			✓		
Jamie SiJohn jsijohn@spokanecity.org	2023	✓				✓				✓	
Barb Richey brichey@spokanecity.org	2024		✓								
Mike Fagan mfagan@spokanecity.org	N/A			✓					✓		Council

PF = Spokane Parks Foundation

CF = Conservation Futures

City Clerk's No. OPR 2018-0476



City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

**Title: IRRIGATION REDESIGN AT
ESMERELDA GOLF COURSE**

This Contract Amendment is made and entered into by and between the **City of Spokane Parks and Recreation Department** as ("City"), a Washington municipal corporation, and **Irrigation Technologies, Inc.**, whose address is 10395 West Ottawa Avenue, Littleton, Colorado, 80127 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Project Management Support Services; and

WHEREAS, this amendment will be for the implementation of Phase II of this project, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract dated July 19, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment shall become effective on July 12, 2019 and shall run through September 30, 2020.

3. ADDITIONAL WORK.

The scope of work under this Contract Amendment shall be amended to include Phase II, consisting of Layout, Supervision, As-Built, Programming, and Punch list, and Reimbursable. Per Phase & Development plan dated 7/16/2018.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY FOUR THOUSAND TWO HUNDRED FIVE AND NO/100 DOLLARS (\$54,205.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

IRRIGATION TECHNOLOGIES, INC.

By B.D. K. 6-28-2019
Signature Date

Brian D. Kerhin
Type or Print Name

President
Title

Attest:

City Clerk

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT**

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

19-115

**Irrigation Planning ,Design
and Construction Services for
Esmerelda Golf Course
Spokane, WA**

Prepared for:

**Mr. Nicholas Hamad, Landscape Architect
City of Spokane Parks & Recreation
2304 E. Mallon Ave.
Spokane WA 99202**

Presented By:



**10395 W. Ottawa Ave
Littleton, Colorado 80127
Phone 720.240.6208
www.IrrigationTechnologies.biz**

Schedule of Fees

<u>Phase I – Design, Planning, Development and Bid</u>	<u>Fee</u>	<u>Accepted by Initial</u>
1. GPS Feature Mapping, Base Map Development	\$3,600	_____
2. Design Meeting and Report	\$700	_____
3. 60% Design Process	\$10,200	
4a. 95% & 100% Design Process	\$6,500	
4b. Pre-bid meeting attendance and bid tabulation	\$2,200	

Phase I Total \$23,200 -

Phase II – Layout, Supervision, As-built, Programming, Punch List

5. Construction Staking Service to include eight (8) site visits	\$17,600	_____
6. Post Construction		
• Central Computer Programming	\$12,000	_____
• Digital Map Development for the Central Computer	\$2,150	_____
• Construction Record Drawing	\$9,900	_____
• Punch List (2 visits)	\$4,600	_____

Phase II Total \$46,250

Phase I & II Total \$69,450

Estimated Travel Expenses – 12 trips are estimated for the project

Roundtrip Air Travel Denver to Spokane (\$450/trip)	\$5,400
15 nights lodging (Hampton Inn or similar hotel, \$200/night)	\$3,000
Rental Car	\$1,200
Rental Car Fuel	\$480
Meals	\$1,200
Denver Airport Parking	\$375
Total Estimated Travel Expenses	\$11,655

Conditions of Agreement:

- Plan/Report set production; (noted quantities) are included in the proposed items.
- Grading and topography data will need to be provided in an AutoCAD compatible .dwg format.
- Plan/Report set shipping costs are not included in the proposed items and will be billed at cost.

Resolution # _____

CITY OF SPOKANE
PARK BOARD RESOLUTION

A RESOLUTION, for Improvements to the Downriver Golf Course

WHEREAS, the City of Spokane owns and operates four municipal golf courses open to the public, providing opportunity for residents and visitors to actively recreate and connect to the unique cultural, historical and environmental heritage of our region; and

WHEREAS, the City of Spokane Parks and Recreation Department is currently rectifying deferred maintenance of golf course assets through strategic investment in capital repairs and improvements to the Downriver Golf Course;

WHEREAS, Parks staff is seeking additional funding to augment strategic investment on courses through sponsorships, grants, partnerships, etc.; and

WHEREAS, the City of Spokane and its consultants are conducting extensive planning and public outreach to create a golf course refinements master plan, collaborating with the golfing public, golf course professionals, and golf course superintendents; and

WHEREAS, the Parks department has an existing memorandum of understanding with the City of Spokane Utilities Division, dated May 15th, 2015 that, if and where appropriate, Spokane park land may be used for storm water facilities in exchange for physical improvements and an annual payment from the Utilities Division; and

WHEREAS, the City of Spokane department of Integrated Capital Management is developing the scope of extensive improvements to manage storm water within the Cochran Basin, which encompasses Downriver Golf Course; and

WHEREAS, it is beneficial to the City's storm water management efforts to construct storm water improvements on the Downriver Golf Course, including but not limited to storm water conveyance piping, conveyance channels, infiltration basins, etc.; and

WHEREAS, the Park Board recognizes that continued and expanded use of golf course land for the proposed storm water facilities will not negatively impact citizen's recreational use of Downriver Golf Course, and will improve the citizens' use of the course; and

WHEREAS, proposed storm water improvements shall be consistent with the golf course refinements master plan; and

WHEREAS, during the design process, a licensed golf course architect or professional landscape architect specializing in golf course design and construction shall be retained to prepare the on-course landscape and irrigation restoration documents; and

WHEREAS, the project team will solicit feedback from the course superintendent, Park planning staff, and course golf professional and incorporate that feedback into proposed improvements as appropriate; and

WHEREAS, The City of Spokane and its partners shall construct proposed storm water improvements concurrently with the planned on-course capital repairs and improvements; and

WHEREAS, storm water improvements shall be completed in coordination with other golf course construction and as required to minimize disruption to golfers; and

WHEREAS, the Utilities Division shall accept all financial responsibility for installing, maintaining, and removing (as necessary) the proposed storm water facilities;

NOW, THEREFORE,

BE IT RESOLVED by the Parks and Recreation Division of the City of Spokane that it hereby authorizes the City of Spokane Department of Integrated Capital Management and its consultants to study, design, and construct storm water facilities on the Downriver Golf Course; and

BE IT FURTHER RESOLVED that the detailed design of the storm water facilities, appurtenances, associated on-course improvements, and a maintenance frequency schedule for the proposed storm water facilities shall be reviewed and authorized by the Park Board prior to implementation.

ADOPTED BY THE PARK BOARD ON _____

Attest:

Park Board President
Approved as to form:

City Clerk

Assistant City Attorney

City of Spokane
Parks and Recreation
808 W. Spokane Falls Blvd.
Spokane WA 99201

EASEMENT, LICENSE AND PERMIT AGREEMENT

This Easement, License and Permit Agreement (hereinafter "Agreement"), is made by and between the Park and Recreation Department of the CITY OF SPOKANE, a municipal corporation of the State of Washington, hereinafter "City", and AVISTA CORPORATION, whose address is 1411 E. Mission Ave., Spokane, Washington 99202, hereinafter referred to as "Avista", jointly referred to as "Parties".

WHEREAS, City, through its Parks and Recreation Department owns and manages real property in the City of Spokane known as Riverfront Park, and

WHEREAS, City owns two suspension bridges crossing the north and south channels of the Spokane River within Riverfront Park which are used for pedestrian travel and also carry utility lines north and south through Riverfront Park, and

WHEREAS, the City desires to replace both the North and South suspension bridges, including vaults, as soon as possible, but the bridge deck of the North suspension bridge is in immediate need of replacement and the South suspension bridge is in immediate need of short-term repairs or replacement, which replacement and short-term repairs City desires to complete in calendar year 2019, and

WHEREAS, Avista and others own and maintain utility lines which run through conduit affixed to the undersides of the suspension bridges and which will need to be removed and replaced as part of the repair and replacement of the bridge deck, and

WHEREAS, City is also in the process of demolishing and replacing the Post Street Bridge, which carries pedestrian traffic as well as Avista and other utility lines across the Spokane River, and which lines will have to be removed and replaced as part of the replacement of the Post Street Bridge, and

WHEREAS, City intends to begin demolition of the Post Street Bridge in January 2020, which will require Avista and others to temporarily remove their utility lines from the Post Street Bridge and which will interrupt the flow of pedestrian traffic across the Spokane River, and

WHEREAS, Avista needs to retain either its Post Street Bridge utility lines or its North and South suspension bridge utility lines across the Spokane River at all times in order to deliver utility services to thousands of City residents, and

WHEREAS, the Parties desire to work collaboratively to assure that the North suspension bridge deck is designed and replaced and the South suspension bridge deck is designed and either replaced or receives short-term repairs prior to the start of demolition of the Post Street Bridge and that Avista retains either its Post Street Bridge utility lines or its North and South suspension bridge utility lines across the Spokane River at all times, and

WHEREAS, Avista is willing to conduct a request for proposal process, organize and host project design reviews and vendor selection (in collaboration with the City) with all such activities constituting and culminating in a complete set of bridge repair construction documents for the two Riverfront Park suspension bridges ("Construction Documents") delivered to the City, in return for which the City will use its best efforts to assure construction of the new bridge deck is completed on time and will assure that construction work is scheduled to ensure Avista will retain either its Post Street Bridge utility lines or its North and South suspension bridge utility lines across the Spokane River at all times, and the City will further grant a perpetual license to Avista to utilize conduit constructed by the City for utility lines under the suspension bridges, and City will further grant perpetual easements across Park property from the Upper Falls Powerhouse on the south bank, including the Lower West Havermale parking and staging area, to the south bridge, between the south and north bridges, and from the north end of the north bridge to Broadway Avenue sufficient to accommodate Avista's needs,

NOW THEREFORE, in consideration of the recitals set forth above, and the terms, conditions, and covenants hereafter the Parties agree as follows:

1. **LICENSE AND PERMIT.** The City hereby grants to Avista a License and Permit to use, occupy, and encroach upon the Park property in order to enter vaults and utilize conduit on the North and South suspension bridges to access, assess, install, repair and maintain its utility lines as necessary, as shown specifically in Exhibit "A" attached hereto ("Permit Area"). This License and Permit shall be for the benefit of Avista's

adjacent property and shall be perpetual and run with said property. Avista's use of the Permit Area shall be non-exclusive.

2. **EASEMENT.** The City hereby grants to Avista easements across Park property as shown in Exhibit "A" from the Upper Falls Powerhouse on the south bank, including the lower West Havermale parking and staging area, to the South suspension bridge, between the South and North suspension bridges, and from the North end of the North suspension bridge to Broadway Avenue sufficient to accommodate Avista's needs. Avista's use of the Easement Areas shall be non-exclusive.

3. **PURPOSE.** Avista, through its officers, employees, contractors, affiliates, assigns and agents, shall have the right to utilize, access, assess, install, construct, maintain, remove, replace and repair utility lines which are located on the North and South suspension bridges as shown on Exhibit "A" hereto, consistent with the terms of this Agreement.

3. **COMPENSATION.** As compensation to the City, Avista shall endeavor to provide the Construction Documents to the City no later than September 2019. While not required for this Agreement, as part of its continuing support for Riverfront Park, Avista may also provide additional monetary or in-kind contributions now or in the future.

4. **INSTALLATION OF THE PERMITTED ENCROACHMENT.** The City shall construct the improvements to the North and South suspension bridges (including conduit, vault lids and necessary structural components of existing vaults), and Avista will install therein its utility lines, which utility lines are hereinafter referred to as the "Permitted Encroachment". The Permitted Encroachment shall not create a hazard to persons or property or violate any City Ordinance or State law; provided, that the Permitted Encroachment shall in all events meet or exceed the minimum standards of all applicable governmental entities. Avista shall not erect or place any permanent structures or other obstructions in the Permit Area that materially interfere with the public's use of Riverfront Park without the prior written consent of the Spokane Parks and Recreation Director.

5. **MAINTENANCE OF THE PERMITTED ENCROACHMENT.**

(a) Except as otherwise stated herein, Avista shall restore the Permit Area to the condition in which it was found immediately following any of Avista's permitted activities hereunder, so that the City and the public shall have the free and unobstructed use of the Permit Area, subject to the rights of Avista herein provided.

(b) Except as otherwise stated herein, Avista, upon the initial installation of the Permitted Encroachment, and upon each and every occasion that the same are installed, repaired, maintained, removed and/or replaced, shall restore the Permit Area and the City's surrounding property, if any, and any improvements disturbed, to a condition as they were prior to any such installation or work, including the restoration of any concrete and/or asphalt, to the extent any damage or disturbance of the Permit Area and the City's surrounding property and improvements was caused by Avista's installation, repair, maintenance, removal and/or replacement of the Permitted Encroachment.

(c) If, in an emergency, it shall become necessary for the City to promptly make any repairs that otherwise would have been the responsibility of Avista as defined or set forth herein, or if Avista shall fail to adequately repair or maintain the Permitted Encroachments as provided herein and after thirty (30) days prior written notice from the City, then the City, at its sole option, may proceed forthwith to have the maintenance and/or repairs made and pay the cost thereof, and to receive reimbursement therefore from Avista within thirty (30) days after a written request for same; provided, that in no case shall the City be required to perform such maintenance and/or repairs.

6. INDEMNIFICATION AND INSURANCE.

(a) The City, its successor and assigns, will not be responsible for damage by others to the Permitted Encroachment. Avista shall indemnify, defend and hold harmless the City, its officers, agents, and employees for any damages or liability to persons or property that might arise from, or by reason of, the installation, maintenance, operation, or repair of the Permitted Encroachment or any of the easements allowed herein, or use of the Permit Area pursuant to this Permit, including the enjoyment of all privileges of Avista hereunder, unless caused by the City's negligence. This hold harmless provision is part of the consideration upon which this Permit and Agreement is granted.

(b) Avista, its successor and assigns, shall have no liability whatsoever relating to or arising out of the Construction Documents or the construction of the improvements to the North and South suspension bridges. The City shall indemnify, defend and hold harmless Avista, its officers, agents and employees for any damages or liability to persons or property that is related to, might arise from, or by reason of, the construction, maintenance, operation, or repairs contemplated by the Construction Documents. This hold harmless provision is part of the consideration which is necessary for Avista to enter this Agreement.

(c) During the term of this License and Permit, Avista shall maintain in force at its own expense, a commercial general liability insurance policy with a combined single limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate for Bodily Injury and Property Damage ("Policy"), and which is primary to any policy which the City may otherwise carry ("Primary Coverage"). The Policy shall include, at least, Premises, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability coverage for the indemnity provided under this Permit to Enter. The Policy shall name the City, its officers, employees, contractors, and agents as Additional Insureds. Avista shall provide the City with a copy or satisfactory evidence that the Policy has been purchased and is in full force. Notice of cancellation shall be sent to the City thirty days prior to any insurance cancellation. Limits set forth herein may be met with a combination of self-insured retention and excess coverage.

7. **HAZARDOUS MATERIALS.** Avista, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto Avista's adjacent property, the Permit Area or any easements granted to Avista, or City property adjacent to the Permit Area or any easements granted to Avista. For the purposes of this Permit, "Hazardous Substance" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials", "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". Avista (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold the City, its successors and assigns, harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the City, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined herein) resulting from Permittee's use of the Permit Area, including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the

Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

8. **SIGNAGE**. The City will provide at least one dedication plaque mounted on or near the North and South suspension bridges commemorating Avista's contribution to the bridge rehabilitation project. The City and Avista will work together on an appropriate design, including but not limited to shape, style, color, graphics, content and location.

9. **DURATION**. The easements, license and permit granted hereunder shall be in perpetuity or until such time as Avista abandons the easements. The Permit to use the bridges for electrical transmission through lines attached to the undersides of the suspension bridges shall also be in perpetuity, or as long as the bridges can safely maintain the use.

10. **INSPECTIONS**. The City reserves the right to access and inspect the Permit Area for any reason, including, without limitation, inspection of its general condition, making or observing installation, maintenance, alteration, and/or repairs of the Permitted Encroachment. With respect to the conduit and vaults of the North and South suspension bridges, Avista reserves the right to review and approve the Construction Documents, as well as the right to review and comment on construction of the same to ensure the conduit and vaults meet Avista's needs for its utility lines.

11. **SEVERANCE**. If any portion or provision of this Agreement is held invalid by a court, the validity and enforceability of the remainder of this Agreement shall not be affected thereby.

12. **NOTICES**. All notices to the City shall be made to:

CITY OF SPOKANE
PARKS Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201

and copies to:

City Attorney
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Notices directed to Permittee shall be made to:

13. **TAXES.** Avista is responsible for and shall pay all real and personal taxes which may be assessed as a result of the rights and privileges granted under this Agreement, including, without limitation, the Leasehold Excise Tax.

14. **RECORDING.** The License and Permit and Easements in granted under this Agreement may be recorded by either party.

15. **HEADINGS.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

This Agreement is entered into on this ____ day of _____
20____.

CITY OF SPOKANE PARK DEPARTMENT

Director

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

[INSERT NAME OF PERMITEE]

By:_____

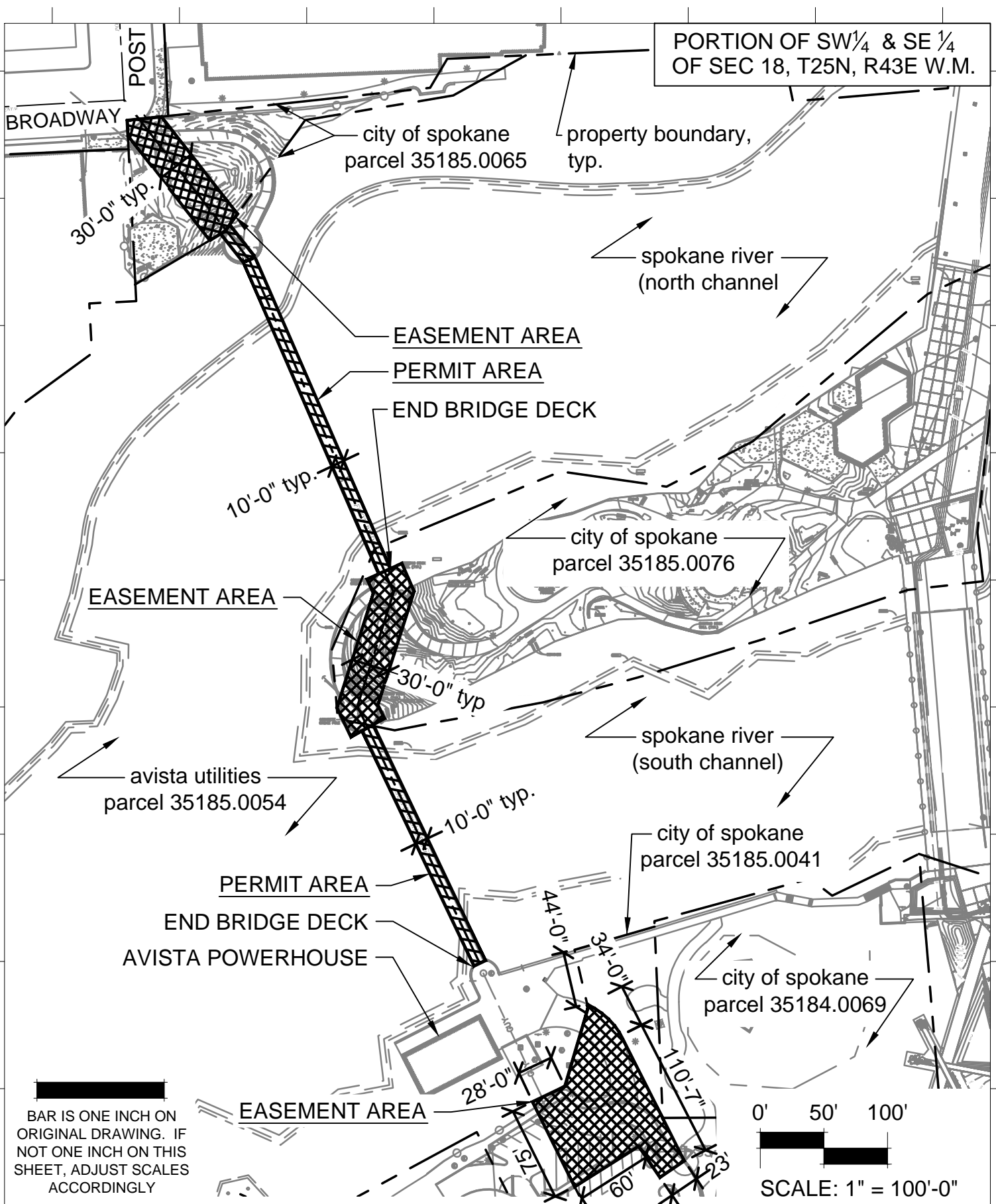
Its:_____

By: _____

Its: _____

[Notary blocks]

EXHIBIT “A”



DATE:
2019.06.26

EXHIBIT "A" | EASEMENT & LICENSE AREA



2019.07.02

Estimated schedule 1 (base bid - pathways): \$ 47,000.00
 Estimated schedule 2 (seeded glass install): \$ 3,264.00
 Estimated schedule 3 (landscape repair): \$ 12,566.40
 Estimated schedule 5 (): \$ -

REDBAND PARK ART PLAZA							Estimated Total Price (PARKS): \$ 62,830.40				
CONTRACTOR		BASE BID (PLAZA BUILD)	% of estimate	ALT. 1 (SEED GLASS)		% of estimate	ALT 2. (LANDSCAPE)		% of estimate	TOTAL BID	% of estimate
Cameron-Reilly		\$ 72,594.92	154%	\$ 2,940.00		90%	\$ 14,615.01		116%	\$ 90,149.92	143%
Marsh General Contractors		\$ 94,743.00	202%	\$ 763.00		23%	\$ 7,840.01		62%	\$ 103,346.00	164%
\$		-	0%	\$ -		0%	\$ -		0%	\$ -	0%
- \$		-	0%	\$ -		0%	\$ -		0%	\$ -	0%
- \$		-	0%	\$ -		0%	\$ -		0%	\$ -	0%

Project Outline

- Sept. 2018: Glover Field Park renamed to Redband Park
- Sept 2018-Feb 2019: Neighborhood outreach for Redband sculpture
- Feb 2019: Peaceful Valley Trail Wayfinding Master Plan approved by park board.
- Feb 2019: Redband Art sculpture resolution approved by park board.
- April 2019: Redband Art Plaza Contribution agreement with Spokane River Forum approved by park board.
- April 2019: Peaceful Valley Neighborhood approved Art Plaza.
- June 2019: Design completed & project permits received
- July 2019: Project bids received.

Redband Park

Art Plaza Development



Redband Sculpture Model



Interlocal, Property Exchange, Joint Use and Operating Agreements Between:

**Spokane Public Schools
City of Spokane
Spokane Public Library
Spokane Parks**

**Spokane School Board & Spokane
City Council Meetings
July 2019**



Spokane Public Schools
excellence for everyone

Partnership Projects

- Northeast middle school on Foothills site
- Northwest middle school on Albi site
- Southside middle school on Mullan site
- Hillyard branch library on Shaw Middle School campus
- New library (“The Hive”) on District property by Libby with space for School District training and programs
- Shadle branch library modernization and expansion with space for School District programs
- Liberty Park Library at Liberty Park site



Agreements to Implement City/School District Partnership

- Umbrella Partnership Agreement – Approved February 2019
- Interlocal Cooperative Agreement
 - Spokane Public Schools
 - City of Spokane
 - Spokane Public Library
 - Spokane Parks and Recreation
- Property Exchange Agreement
 - Spokane Public Schools
 - City of Spokane
- Joint Use Agreements
 - Spokane Public Schools
 - Spokane Parks and Recreation
 - Spokane Public Library
- Operating Agreement
 - Spokane Public Schools
 - Spokane Public Library



Partnership Agreement Contributors

City/District Executive Team

Mark Anderson (SPS)
Cindy Coleman (SPS)
Linda McDermott (SPS)
Andrew Chance (Library)
Gavin Cooley (City)
Garrett Jones (Parks)
Mike Ormsby (City)
Rick Romero (City)
Charlie Wolff (City)

City/District Task Group Members

Tony Anselmo (SPS Legal)
Patrick Dalton (City Legal)
Mike Piccolo (City Legal)
James Richman (City Legal)
Caris O'Malley (Library)
Jennifer Papich (Parks)



Partnership Policy Committee Involved

Partnership Policy Committee included in setting direction and review of agreements

- *Spokane Public Schools*
 - School Board Member Deana Brower
 - School Board Member Mike Wiser
- *City of Spokane*
 - City Council Member Breean Beggs
 - City Council Member Mike Fagan



Interlocal Cooperative Agreement

Provides a master legal agreement to implement the collaborative joint venture between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation to include:

- Partnership Projects – School District and Library
- Property Exchanges – City and School District
- Albi – Exercise Option to Acquire Property
- Joint Use – School District, Library, Parks
- Operating Agreement – School District and Library



Property Exchange Agreement

- City provides Mullan Road Site for south middle school
- City provides Foothills site for northeast middle school
- School District provides site by Libby for Spokane Public Library (“The Hive”), School District training center, and SVL
- School District provides an option of up to 60-foot right-of-way to City, along west property line at Albi site, for future possible development
- City Parks provides site for Liberty Park Library



Joint Use Agreements - School District, Library & Parks

Allows for use of interior and exterior spaces on **short-term** basis in schools, libraries, and parks



Operating Agreement – School District & Spokane Public Library

Provides for **long-term** use of spaces in libraries and schools

Public Library by Libby Center on Sprague – “The Hive”



Hillyard/Shaw Library



Next Steps

- Public Hearing to Surplus & Exchange identified School District and City properties
- Approve Interlocal, Property Exchange, Joint Use and Operating agreements, to include School District exercising option to acquire Albi site
- Implement partnership projects to include ongoing meetings of the City/School District Executive Team and Partnership Policy Committee



Return to: Terri Pfister, City Clerk
W 808 Spokane Falls Blvd.
Spokane, Washington 99201

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN SPOKANE PUBLIC SCHOOLS,
CITY OF SPOKANE, SPOKANE PUBLIC LIBRARY,
AND SPOKANE PARKS AND RECREATION**

THIS AGREEMENT is made effective the ____ day of July, 2019 (the “Effective Date”), by and between **Spokane School District No. 81** (commonly known as Spokane Public Schools), a Washington state municipal corporation, hereinafter referred to as “School District,” the **City of Spokane**, a Washington state municipal corporation, hereinafter referred to as “City,” the **Spokane Public Library**, a public library operating under Chapter 27.12 RCW, hereinafter referred to as “Library,” and the **City of Spokane Park Board, by and through the City of Spokane Parks and Recreation Department**, hereinafter referred to as “Parks”, jointly hereinafter referred to as the “Parties”, and individually referred to as “Party.”

RECITALS:

WHEREAS, on November 6, 2018, School District voters approved a ballot proposition authorizing the School District to issue \$495,300,000.00 of general obligation bonds to pay for the construction of three new middle schools, replacing or renovating three other middle schools and Albi Stadium and other renovation and construction projects (“School District Bond Projects”);

WHEREAS, construction of the School District Bond Projects will enable the District to invest in and develop new and renovated educational facilities which provide the residents of the School District and the City with fully utilized, cost-effective public facilities;

WHEREAS, on November 6, 2018, the voters of the City approved a ballot proposition authorizing the City to issue \$77,000,000.00 of general obligation bonds to pay cost of modernizing the Downtown, South Hill and Indian Trail library branches, expanding and modernizing the Shadle library branch, remodeling or relocating the Hillyard library branch, constructing new library branches in the Liberty Park neighborhood and on Sprague Avenue, installing library kiosks throughout the City, and equipping and outfitting the library branches (“City/Library Bond Projects”);

WHEREAS, construction of the City/Library Bond Projects will enable the School District, the City, and the Library to invest in and develop new and renovated educational and recreational facilities for the joint use of School District, City, Parks, and Library constituents and will provide the citizens and taxpayers of both the School District and the City with fully utilized, cost-effective public facilities; and

WHEREAS, the recently approved a Partnership Umbrella Agreement (“Partnership Agreement”) sets forth the preliminary interests and understandings with respect to a collaborative joint venture between the School District, City, and Library allowing for the investment in and development of new and renovated public school facilities, library facilities and recreational facilities, all of which will be used jointly by City, Library, Parks and School District constituents;

WHEREAS, the Partnership Agreement also describes generally the roles, rights, and responsibilities as to the partnership, as well as the additional documents and tasks necessary to carry out the projects, and anticipates subsequent definitive agreements providing for all of the terms, covenants, conditions, and understandings relative to the projects;

WHEREAS, in order to make the most efficient use of their powers, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes the Parties to enter into agreements for joint or cooperative action to exercise any power or power, privileges, or authority exercised or capable of exercise by any of the Parties;

WHEREAS, the Parties wish to enter into this Agreement to provide for the definitive agreements anticipated by the Partnership Agreement that will facilitate completion of the School District Bond Projects and City/Library Bond Projects and various use agreements around the newly renovated and constructed public facilities;

WHEREAS, simultaneous with the approval of this Agreement, the Parties will approve the following list of agreements for which the terms are incorporated into this Agreement (“Transaction”):

A. Agreements Related to Real Property:

1. Attachment A-1: Real Property Purchase, Sale and Exchange Agreement Between the City and School District;
2. Attachment A-2: Amendment to Interlocal Agreement Between the City and Library for Land Lease and Use Agreement;

B. Agreements Related to Joint Use:

1. Attachment B-1: Interlocal Agreement for Joint Use Between City, Parks and School District;
2. Attachment B-2: Interlocal Agreement for Joint Use Between School District and Library;
3. Attachment B-3: Interlocal Agreement for Joint Use Between Parks and Library;

C. Agreement Related to Operating Costs:

1. Attachment C-1: Interlocal Agreement for Operating Costs Between School District and Library;

WHEREAS, the Transaction will help the Parties make the most efficient use of their powers and resources to provide services and public facilities that accord best with the geographic, economic, population and other factors influencing the needs and development of the communities serviced by the Parties; and

WHEREAS, the School District, the City, Parks and the Library each hereby find and determine that this Agreement and the Transaction contemplated hereby is mutually fair and advantageous to the School District, the City, Parks and the Library and their respective constituents.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the Parties do mutually agree as follows:

AGREEMENT

1. Real Property Purchase, Sale and Exchange Agreement between City and School District. Contemporaneously with the execution of this Agreement, the City and School District shall execute the Real Property Purchase, Sale and Exchange Agreement, in the form attached as Attachment A-1, providing for the transfer by the City to the School District of two City-owned properties (North Foothills Drive and Mullan Road sites), as further described therein, and further providing for the transfer by the School District to the City of School District property (Sprague Avenue site), as further described therein, and further providing for the transfer by the School District to the City a Right-of-Way Dedication Deed of School District property (Joe Albi Stadium site), as further described therein.

2. Interlocal Agreement between City and Library for Land Lease and Use Agreement. Contemporaneously with the execution of this Agreement, the City and Library shall execute land lease and use agreements, in the form attached as Attachment A-2, providing for the expansion of the existing Shadle Library Branch and Library's construction of a new library branch located in the Liberty Park neighborhood with both locations remaining under the ownership of Parks.

3. Exercise of Option for Joe Albi Stadium. Contemporaneously with the execution of this Agreement, the School District shall deliver written notice of its exercise of its purchase rights under that certain Option Agreement and Real Estate Purchase and Sale Agreement ("Option Agreement"), dated August 28, 2013, by and between the City and the School District, relating to certain property commonly known as Joe Albi Stadium and more particularly described in said Option Agreement. Upon closing under the Option Agreement, that certain Albi Stadium Lease Agreement, dated August 28, 2013, by and between the City and the School District, shall terminate pursuant to Section 18.1 in the Albi Stadium Lease Agreement.

4. Interlocal Agreement for Joint Use between City, Parks and School District. Contemporaneously with the execution of this Agreement, the City, Parks and School District shall execute a joint use agreement, in the form attached as Attachment B-1, providing for use of School District facilities for City programs and use of City Parks for School District programs.

5. Interlocal Agreement for Joint Use between School District and Library. Contemporaneously with the execution of this Agreement, the School District and Library shall execute a joint use agreement, in the form attached as Attachment B-2, providing for use of School District facilities for School District programs and Library programs.

6. Interlocal Agreement for Joint Use Between Parks and Library. Contemporaneously with the execution of this Agreement, the Parks and Library shall execute a joint use agreement, in the form attached as Attachment B-3, providing for use of each other's facilities for programs.

7. Interlocal Agreement for Operating Costs Between School District and Library. Contemporaneously with the execution of this Agreement, the School District and Library shall execute an agreement, in the form attached as Attachment C-1, providing for the construction and operation of the library facility located at Shaw Middle School to be constructed by the School District and the library facility located on Sprague Avenue to be constructed by the Library and the library facility located at Shadle to be renovated by the Library.

8. Notices. All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Parties:

City: City of Spokane
Mayor
7th Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

Copy to:
City Attorney
5th Floor, City Hall
808 West Spokane Falls Blvd
Spokane, Washington 99201

Park: Spokane Parks & Recreation
Director
808 West Spokane Falls Boulevard
Spokane, Washington 99201

School District: Spokane Public Schools
Associate Superintendent, School Support Services
200 North Bernard Street
Spokane, Washington 99201

Library: Spokane Public Library
Library Director
906 W Main Ave.
Spokane, Washington 99201

9. Assignment. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Parties.

10. Liability. Each of the Parties shall indemnify, defend and hold harmless the other Parties, their officers and employees from all claims, demands, or suits in law or equity arising from the indemnifying Party's intentional or negligent acts or breach of its obligations under the Agreement. This duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the indemnified Parties, their officers and employees.

Interlocal Cooperation Agreement

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Parties only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

11. Insurance. During the term of the Agreement, each Party shall maintain in force, at its own expense, each insurance noted below:

- 11.1** Workers' Compensation Insurance in compliance with RCW 51.12.020, and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- 11.2** General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. Such insurance shall include contractual liability coverage for the indemnity provided under this Agreement; and
- 11.3** Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than \$5,000,000 each accident for bodily injury and property damage, to include coverage for owned, hired and non-owned vehicles.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a Party.

Any Party may fulfill its insurance obligations under this Section 11 of this Agreement in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section 11.

12. Anti-Kickback. No officer or employee of any of the Parties, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

13. **Venue Stipulation.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

14. **Compliance with Laws.** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

15. **Non-Discrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

16. **Representations and Warranties.** Each of the Parties represent and warrant to the other Parties that the statements contained in this Section are correct and complete as of the Effective Date, will be correct and complete as of the closing dates of the transactions contemplated herein, and shall continue in full force and effect after such closings regardless of what investigations any of the Parties may have made with respect to the subject matter thereof. Each of the Parties acknowledge that the statements contained in this Section are material and are relied upon by the other Parties.

16.1 Organization.

- a. The City is a first-class charter city, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington, and the Charter of the City.
- b. The School District is a first-class school district operating under Title 28A RCW, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington.
- c. The Library is a public library operating under Chapter 27.12 RCW, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington.
- d. The Parks is an entity created in Article V of the City of Spokane Charter.

16.2 **Binding Effect.** Each of the Parties has full power and authority to execute and deliver this Agreement, and to perform said party's obligations under this Agreement. This Agreement constitutes the valid and legally binding obligation of each of the Parties and is enforceable in accordance with its provisions. Prior to closing of the transactions contemplated hereunder, each of the Parties shall use best efforts to obtain all consents, permits, approvals, or other authorizations required from any authority in order for said Parties to effectuate the transactions contemplated in this Agreement.

16.3 **Authority of Signatories.** All individuals executing this Agreement on behalf of each of the Parties have the requisite power and authority to do so.

17. Miscellaneous.

- 17.1 Non-Waiver.** No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- 17.2 Entire Agreement.** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.
- 17.3 Modification.** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- 17.4 Headings.** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- 17.5 Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- 17.6 Severability.** If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- 17.7 Relationship of the Parties.** The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the Parties shall be deemed to be an employee, agent, servant or representative of one of the other Parties for any purpose.

18. Chapter 39.34 RCW Required Clauses.

- 18.1 Purpose.** See Recitals above.
- 18.2 Duration.** This Agreement shall be effective on the Effective Date and shall continue until terminated in accordance with Section No. 18.7 (Termination).
- 18.3 Organization of Separate Entity and its Powers.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- 18.4 Responsibilities of the Parties.** See provisions herein.

18.5 Agreement to be Filed. The City, Parks, and Library shall file this Agreement with the Spokane City Clerk. The School District shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.

18.6 Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

18.7 Termination. This Agreement shall terminate on the termination of all five agreements identified in Section No. 19 (Attachments). Each agreement identified in Section No. 19 (Attachments) shall terminate in accordance with its individual terms and conditions.

18.8 Property Upon Termination. Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

19. Attachments.

A. Agreements Related to Real Property:

1. Attachment A-1: Real Property Purchase, Sale and Exchange Agreement Between the City and School District;
2. Attachment A-2: Amendment to Interlocal Agreement Between the City and Library for Land Lease and Use Agreement;

B. Agreements Related to Joint Use:

1. Attachment B-1: Interlocal Agreement for Joint Use Between City, Parks and School District;
2. Attachment B-2: Interlocal Agreement for Joint Use Between School District and Library;
3. Attachment B-3: Interlocal Agreement for Joint Use Between Parks and Library;

C. Agreement Related to Operating Costs:

1. Attachment C-1: Interlocal Agreement for Operating Costs Between School District and Library.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

SPOKANE PUBLIC SCHOOLS

By: _____

Interlocal Cooperation Agreement

Its: Associate Superintendent, School Support Services

DATED: _____

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DATED: _____

CITY OF SPOKANE PARK BOARD

By: _____

Its: President

DATED: _____

SPOKANE PUBLIC LIBRARY

By: _____

Its: _____

SHADLE LIBRARY BRANCH LAND LEASE AND USE AGREEMENT

This Land Lease and Use Agreement ("Agreement") is between the City of Spokane Park Board ("Park Board") and the Spokane Public Library Board of Trustees ("Library Board").

WHEREAS, the Park Board is empowered by Article V of the City Charter with the authority to care for, manage, control and improve all parks and grounds used for park purposes and the authority to grant leases and privileges under such restrictions and for such compensation as the Board may prescribe; and

WHEREAS, the Library Board is empowered by Chapter 27.12 RCW with the supervision, care and custody of all Library property, exclusive control of Library finances and the authority to lease land for library buildings; and

WHEREAS, the Library Board issued a Future and Facilities Study in 2016, which provided that the current Shadle Library Branch located on property owned and operated by the Park Board was insufficient to provide necessary library services to the surrounding neighborhood and the Library proposed a ballot proposition to the voters of the City to fund the design, acquisition, construction and remodel of an expanded Shadle Library Branch; and

WHEREAS, the Parks Board issued a resolution on August 9, 2018, in support of adding a library location in Liberty Park and expanding the existing library in Shadle Park in response to the Future and Facilities Study; and

WHEREAS, on November 6, 2018, the voters of the City of Spokane approved a \$77 million dollar bond proposition to finance Spokane Public Library capital improvements, including the expansion and modernization of the Shadle Library Branch; and

WHEREAS, the Park Board and the Library Board have previously entered into an agreement dated July 3, 1995, (OPR 95-506) for the construction and operation of the Shadle Library Branch located on Park property that is under the care, custody and control of the Park Board; and

WHEREAS, the parties desire to enter into this Land Lease and Use Agreement for the expansion of the Shadle Library Branch and the subsequent use and operation --

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate a branch library on property, which is part of Shadle Park and under the care, custody and control of the Park Board. This authority shall include the continued operation of the Shadle Branch Library as authorized in the July 3, 1995, Agreement as well as the expansion of the Shadle Branch as set forth in Paragraph 2. The lease from the Park Board to the Library Board shall be for fifty years, with an option to renew the lease for an additional fifty years, on the condition that the leased property be used solely by the Library Board for a branch library. The Park Board agrees to lease to the Library Board land adjacent to the existing Shadle Branch library for a branch library building expansion. The total amount of Park land to be leased to the Library Board at Shadle Park will not exceed 77,000 square feet, which shall consist of the footprint of the building, and additional land for required parking, sidewalks, landscaping, and other requirements (hereinafter referred to as the "Branch Site.")
2. EXPANSION OF THE EXISTING SHADLE LIBRARY BRANCH. This Agreement authorizes the Library Board to remodel and expand the existing Shadle Library Branch as generally depicted in Exhibit A.
3. PROPERTY. The property to be leased by the Library Board is located on the northwest corner of Shadle Park, on the corner of Belt and Wellesley as depicted in Exhibit B, attached hereto and incorporated by this reference. The Library Board shall have exclusive control of the Branch Site during the time a library branch is maintained on that site. All structures erected on the property shall remain the property of the Library Board as long as the property is used as a branch library.
4. CONDITIONS. The Park Board leases to the Library Board the continued use of park property for use a branch library, included the expanded site subject to the following conditions:
 - A.. During the design and development of the branch library remodel and expansion, the Park Board will be presented the design plans for review and comment limited to the exterior building, landscaping and impact on the Park. The Library Board, staff and construction project team shall review, consider, and, when feasible, incorporate the Park Board's comments into the construction design. After the Park Board's review and the Library Board's

approval of the design and development phase of design for the remodeled and expanded branch library, only substantial changes to the agreed improvements specified in the construction documents need to be reviewed by the Park Board and approved by the Library Board;

C. The design and construction of the improvements shall be the responsibility of the Library Board, to be completed during the general construction of the branch library remodel and expansion;

D. The Library Board shall replace every existing tree removed from the Branch Site with two new trees placed within the park, after consultation and concurrence from Park staff, and shall repair any damage to the turf and irrigation system during construction of the library expansion; and

E. The Park Board may lease additional park property as a staging area for construction upon such terms as agreed upon by the Park Board and the Library Board. The Library Board agrees to return the property to its condition before use.

F. The parties shall develop programs that will enable 1) the Parks Department to have access to the branch library, 2) the Parks Department to participate in Library programs, and 3) joint use of branch library space.

5. MAINTENANCE. The Library Board shall be responsible for maintenance of the branch library, the parking lot used by the Library and associated landscaping, all driveways and all sidewalks adjacent to the Branch Site, including snow removal, surface sweeping, and restriping of parking space lanes. The parties shall address cost sharing for any surface parking lot repairs in the event the need to repair or replace the asphalt surface. The Park Board shall maintain all park land adjacent to the branch library. It shall be a cooperative venture worked out in the best interests of the taxpayers.
6. TERMINATION. If the Library Board closes the Shadle Library Branch, the lease shall terminate. The Library Board shall remove all structures from the property and restore the property to park condition unless the Park Board, in its discretion, notifies the Library Board that the improvements may remain.
7. PARK SALE. In the event the Park Board elects to sell Shadle Park, or such parts of Shadle Park as may be occupied by the branch library, the Park Board agrees to sell a parcel that includes the branch library footprint and associated parking lot to the Library Board.

8. RENT. The Library shall pay the Park Board \$1 per year as rent for the use of the park land as described in this Lease. It is the understanding of the parties hereto that rent is in a negligible amount because of the value to the Park Board of having the Shadle Library Branch located in Shadle Park and because of the cooperative nature of the relationship between the parties.

SPOKANE PARK BOARD

By: _____ Date _____

(Name) _____

(Title) _____

SPOKANE PUBLIC LIBRARY BOARD

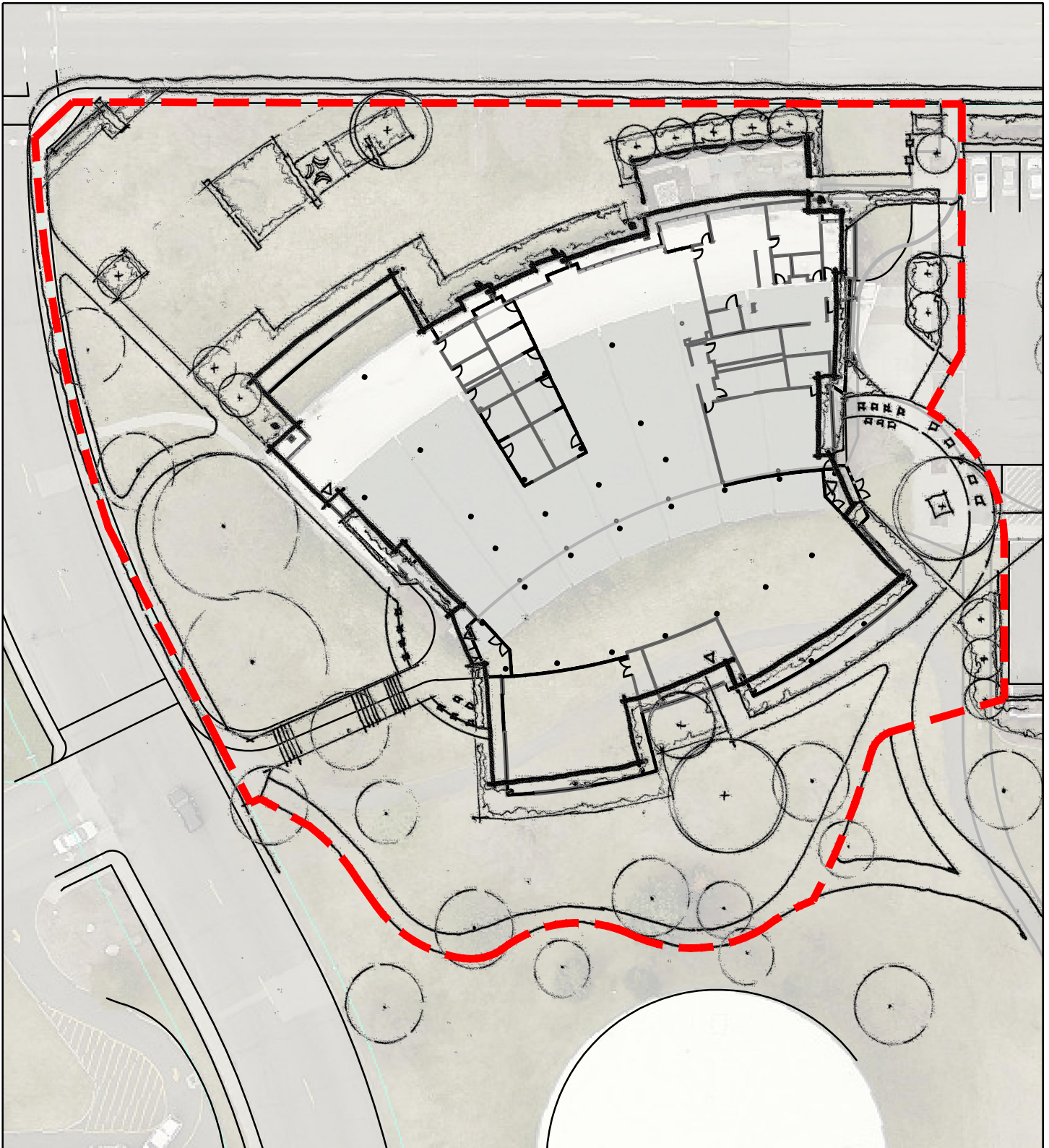
By: _____ Date _____

(Name) _____

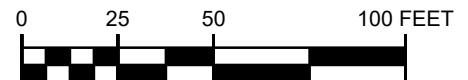
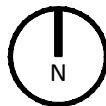
(Title) _____

Approved as to form:

Assistant City Attorney



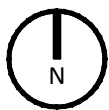
GRAPHIC SCALE



1" = 50 FEET



827 W 1ST AVE STE 220
PHONE (509) 252-5019 FAX (509) 315-8862



1" = 200 FEET



827 W 1ST AVE STE 220
PHONE (509) 252-5019 FAX (509) 315-8862

LIBERTY PARK LIBRARY BRANCH LAND LEASE AND USE AGREEMENT

This Land Lease and Use Agreement (“Agreement”) is between the City of Spokane Park Board (“Park Board”) and the Spokane Public Library Board of Trustees (“Library Board”).

WHEREAS, the Park Board is empowered by Article V of the City Charter with the authority to care for, manage, control and improve all parks and grounds used for park purposes and the authority to grant leases and privileges under such restrictions and for such compensation as the Board may prescribe; and

WHEREAS, the Library Board is empowered by Chapter 27.12 RCW with the supervision, care and custody of all Library property, exclusive control of Library finances and the authority to lease land for library buildings; and

WHEREAS, the Library Board issued a Future and Facilities Study in 2016 which addressed the future library services at the neighborhood branch libraries. The Library Board proposed a ballot proposition to the voters of the City to fund the construction of a new Liberty Park Library Branch on property owned and operated by the Park Board; and

WHEREAS, the Parks Board issued a resolution on August 9, 2018 in support of adding a library location in Liberty Park and expanding the existing library in Shadle Park in response to the Future and Facilities Study; and

WHEREAS, on November 6, 2018, the voters of the City of Spokane approved a \$77 million dollar bond proposition to finance Spokane Public Library capital improvements, including the construction of a new Liberty Park Library Branch; and

WHEREAS, the parties desire to enter into this Land Lease and Use Agreement for the construction of a new Liberty Park Library Branch and the subsequent use and operation --

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate a new branch library in Liberty Park. The lease from the Park Board to the Library Board shall be for fifty years, with an option to renew the lease for an additional fifty years, on the condition that the leased property be used solely by the Library Board for a branch library. The Park Board agrees to lease to the Library Board land at Liberty Park for a new branch library. The total amount of Park land to be lease to the Library Board at Liberty Park will not exceed 43,000 square feet. This 43,000 square feet includes land for a building, required parking, sidewalks,

landscaping and other necessary requirements (hereinafter referred to as the "Branch Site").

2. PROPERTY. The property to be leased to the Library Board is located on the northeast quadrant of Liberty Park, on the corner of Pittsburgh St and 4th Ave as depicted in Exhibit A, attached hereto and incorporated by this reference. The Library Board shall have exclusive control of the Branch Site during the time a library branch is maintained on that site. All structures erected on the property shall remain the property of the Library Board as long as the property is used as a branch library.

3. CONDITIONS. The Park Board leases to the Library Board the use of park property for a branch library subject to the following conditions:

B. During the design, development and construction of the branch library, the Park Board will be presented the design plans for review and comment limited to the exterior building, landscaping and impact on the Park. . The Library Board, staff and construction project team shall review, consider, and, when feasible, incorporate the Park Board's comments into the construction design. After the Park Board's review and the Library Board's approval of the design and development phase of design for the construction of the branch library, only substantial changes to the construction documents need to be reviewed by the Park Board and approved by the Library Board;

C. The Library Board shall replace every existing tree removed from the Branch Site with two new trees placed within the park, after consultation and concurrence from Park staff, will provide remediation for the displacement of existing tennis courts, and shall repair any damage to the turf and irrigation system during construction of the library expansion; and

D. The Park Board may lease additional park property to the Library Board to be used as a staging area for construction upon such terms as agreed upon by the Park Board and the Library Board. The Library Board agrees to return the property to its condition before use.

E. The parties shall develop programs that will enable 1) the Parks Department to have access to the branch library, 2) the Parks Department to participate in Library programs, and 3) joint use of branch library space.

4. MAINTENANCE. The Library Board shall be responsible for maintenance of the branch library, the parking lot used by the Library and associated

landscaping, all driveways and all sidewalks adjacent to the Branch Site, including snow removal, surface sweeping, and restriping of parking space lanes. The parties shall address cost sharing for any surface parking lot repairs in the event the need to repair or replace the asphalt surface. The Park Board shall maintain all park land adjacent to the branch library. It shall be a cooperative venture worked out in the best interests of the taxpayers.

5. TERMINATION. If the Library Board closes the Liberty Park Library Branch, the lease shall terminate. The Library Board shall remove all structures from the property and restore the property to park condition unless the Park Board, in its discretion, notifies the Library Board that the improvements may remain.
6. PARK SALE. In the event the Park Board elects to sell Liberty Park or such parts of Liberty Park as may be occupied by the branch library, the Park Board agrees to assign ownership of a parcel that includes the branch library footprint and associated parking lot to the Library Board.
7. RENT. The Library shall pay the Park Board \$1 per year as rent for the use of the park land as described in this Lease. It is the understanding of the parties hereto that rent is in a negligible amount because of the value to the Park Board of having the Liberty Park Library Branch located in Liberty Park and because of the cooperative nature of the relationship between the parties.

SPOKANE PARK BOARD

By _____

_____ Date

(Name) _____

(Title) _____

SPOKANE PUBLIC LIBRARY BOARD

By: _____

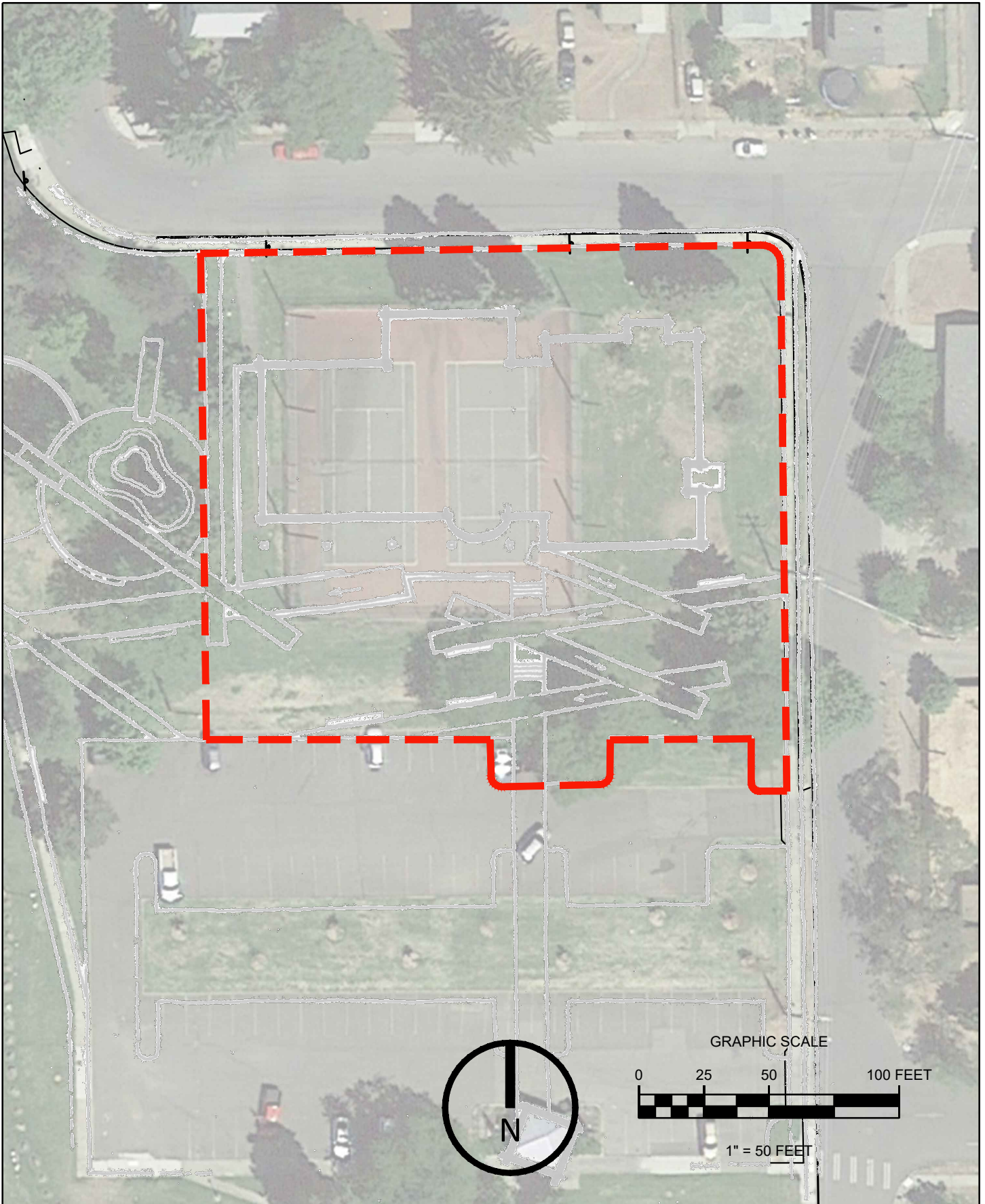
_____ Date

(Name) _____

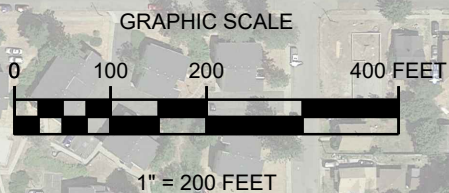
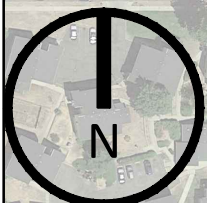
(Title) _____

Approved as to form:

Assistant City Attorney



827 W 1ST AVE STE 220
PHONE (509) 252-5019 FAX (509) 315-8862



827 W 1ST AVE STE 220
PHONE (509) 252-5019 FAX (509) 315-8862

**INTERLOCAL AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT
REGARDING JOINT USE OF FACILITIES**

1. **Parties.** This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 (“District”), a Washington state municipal corporation, whose address is 200 North Bernard Street, Spokane, WA 99201, and the City of Spokane Parks and Recreation Department (“City”), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201.

2. **Authority and Purpose.** The Revised Code of Washington, Chapter 39.34, recognizes and authorizes local government units to make agreements for joint performance of functions and activities which they have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the City and District within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of schools and parks.

3. **Administration.** The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the District Superintendent or designee and the Director of Parks and Recreation or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

3.1 **Meetings.** District and City staff involved with the direct provision of services will meet a minimum of three times a year, in person, to address issues regarding delivery of services under this Agreement.

3.2 **Coordinator of Services.** Each party hereby designates the following persons to be its Coordinator of Services:

District: Associate Superintendent, School Support Services (509-354-7272)

City: Director of Parks and Recreation (509-625-6204)

The parties agree that Coordinator of Staff duties can be delegated to staff as appropriate by notice in writing to the other party.

4. **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2119, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Section 12 below.

5. **Definitions.**

5.1 **“Campus Schools”** shall mean schools which are located adjacent to City park property and utilize City park property for regular school activities. The following is a list of “Campus Schools” including but not limited to:

Schools/Parks

Bemiss/Courtland Park
Finch/Audubon Park
Grant/Grant Park
Hamblen/Hamblen Park
Indian Trail/Indian Trail Park
Madison/Franklin Park
Garry Middle/Nevada Park
Shadle Park High/Shadle Park

5.2 **“City Facilities”** shall mean those park and recreation open spaces and facilities on City property which includes: ball fields, tennis courts, swimming pools/splash pads, golf courses and conservation lands. Riverfront Park facilities are based on availability and include open spaces and the North Bank and Forestry Shelters. Current policy is available on the City website at www.spokaneparks.org.

5.3 **“Class I Organization Sanctioned School Sponsored Activities”** shall mean those activities defined in Section III. A. 2. a., School District Procedure 4260 as now or hereafter amended. Current Policy/Procedure 4260 (Use of School Facilities) is available on the District website at www.spokaneschools.org.

5.4 **“Direct Cost”** shall mean costs incurred solely as a result of the other party’s specific use of a facility or grounds such as labor, supervision or custodial costs, equipment maintenance costs.

5.5 **“District Facilities”** shall refer to both “School Grounds” and “School Buildings”.

5.6 **“Exhibits”** shall include the following:

- A. Joint Use Scheduling Procedures
- B. SPRD/SPS Annual August Meeting Agenda
- C. GSL Golf Joint Use Agreement Protocol
- D. Shared Maintenance of Grounds at Designated Location Drawings

5.7 **“Joint Use Partner”** shall mean any entity that has a reciprocal agreement with either party to this Agreement.

5.8 **“School Buildings”** shall refer to the physical school building including the gyms, the multi-purpose rooms, the classrooms, libraries, auditoriums, conference rooms, kitchens and cafeterias.

5.9 **“School Grounds”** shall refer to grounds, tennis courts, and playfields owned by the District.

6. **Priority of Use.**

6.1 First Priority Use. The Property owner has first priority for scheduling their facilities.

6.2 Second Priority Use. Second priority is given to the joint use partner under this agreement as described in **Exhibit A and B.**

6.3 Limitation. Each entity reserves the right to limit Joint Use to no more than fifty percent (50%) of an area (e.g., room or field) at any given facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests may result in denial of such requests.

6.4 Third and Lower Priority Use. Shall be at the discretion of the entity.

7. **Use of Facilities.**

7.1 Usage and Facility Availability. District Facilities available for use are primarily elementary and middle schools; high schools gyms may be requested but availability is extremely limited. During the usual and regular school year, all City property adjacent to a District school site, and all other City park property not adjacent, but which is used by District for school activities as allowed by this Agreement, shall be considered to be operated and controlled by the District for purposes of RCW 28A.635.020 until 5 p.m. or at such time each day when the school activity is completed. Additional details are available in **Exhibit A** to this Agreement.

7.2 Scheduling.

7.2.1 Scheduling of School Buildings. Scheduling shall be in accordance with the details identified in **Exhibit A: "Schools/Park & Recreation Scheduling Procedures"** as mutually agreed upon between the parties. Site approval is needed for scheduling high school gyms, multi-purpose rooms and auditoriums. Nutrition Services approval is required for kitchens.

7.2.2 Scheduling Fields and Other Facilities. Scheduling shall be in accordance with the details identified in **Exhibits A, B, and C** as mutually agreed upon between the parties.

7.2.3 Non-school Day and Holiday Use. Either party can request use of the other party's facilities for non-school days and holiday use in the same manner as above providing the user shall pay all Direct Costs incurred by the facility owner.

7.2.4 Cancellation. Either party will provide minimum notice as provided for in **Exhibit A.** Alternate sites will be provided as available. If no alternate site is available, the cancelled party will be afforded a make-up day

7.2.5 Play Equipment Availability. Play equipment on parks adjacent to Campus Schools will be available to the public during school hours except where the District desires exclusive use. When exclusive use is desired, the District shall either post notice of the District's exclusive use in the Park or otherwise provide notice to the public of the District's exclusive use.

8. Shared Maintenance.

8.1 Grounds Maintenance. The District and City shall share ground maintenance at Bemiss, Cooper, Finch, Grant, Indian Trail, Madison, Garry, and Shadle Schools in accordance with **Exhibit D**.

8.2 Facility Improvement Requests. Any requests by District to modify or improve City Facilities shall be submitted to the City's Director of Parks and Recreation for advance approval. This would include cutting and removing sod, relocation of backstops, installation of batting cages, buildings and other improvements.

9. Rights and Responsibilities of Both Parties.

9.1 Compliance with Rules and Laws. The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. The District is a tobacco free, drug free, and weapon free environment. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

9.2 Supervision and Inspection.

9.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

9.2.2 Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

9.3 Fees, Maintenance and Custodial Service.

9.3.1 No fees except for Direct Costs shall be charged the other party for use of District and City Facilities.

9.3.2 Routine maintenance of the properties shall be the responsibility of the owning party. Pre-game dragging, in-field watering or lining, etc. will be the responsibility of the using party. In no circumstances shall any entity other than the equipment owner or owner's vendor make repairs or alterations to the owning party's equipment.

9.3.3 Custodial services shall be provided by the owner of the facility, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by using party only when such maintenance involves extra costs to the owning party.

9.4 Utilities. The party owning the facility shall furnish all necessary utilities.

9.5 Equipment and Supplies.

9.5.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. District-owned or City-owned equipment which is not easily moved (for example, tumbling mats, volleyball standards, baseball bases, field liners, permanently mounted time clocks), may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is returned to a condition as good as or better than the condition prior to damage.

9.5.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.

9.5.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.

9.6 Manner of Financing, Budgeting, and Billing. One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost'. This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.

9.7 No Dual Employment. Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or privileges of employment with the other party. Each party assumes exclusive responsibility for any and all actions, rights and obligations of its respective officers, agents, employees or volunteers.

9.8 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 this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

9.9 ADA Requirements. Each party is responsible for its own facilities' compliance with ADA requirements. If the District receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility complaints.

9.10 Damage to Property. When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.

10. Assignment/Binding Effect. Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

11. Integration/Modification/Supersession. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 12.2 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery. This Agreement shall specifically supersede the Joint Use Agreement entered into between Spokane School District No. 81 and the City of Spokane on August 27, 1997. Albi Stadium shall not be considered property subject to this Agreement under the August 27, 1997 Joint Use Agreement, or any other prior joint use agreements previously entered into between the District and the City.

12. Termination/Written Notice.

12.1 Termination. This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 12 of this Agreement prior to termination of the Agreement.

12.2 Recipients of Termination Notices. Notice shall be sent to the parties as follows:

District:	Office of School Support Services Associate Superintendent, School Support Services Spokane Public Schools 200 North Bernard Street Spokane, WA 99201-0282
City:	Spokane Parks and Recreation Department Director City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201-3317

12.3 Financial Crisis. In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserves the right to terminate this Agreement upon one hundred eighty (180) day notice to the other party.

13. Mandatory Dispute Resolution. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

14. Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

15. Exhibits. Exhibits A – D attached hereto are a part of this Agreement.

16. Authority to Sign and Obligate. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

17. Effective Date of Agreement. This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.

18. RCW 39.34 Required Clauses.

18.1 Purpose. See Section 2 above.

18.2 Duration. See Section 4 above.

18.3 Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

18.4 Administration. See Section 3 above.

18.5 Responsibilities. See provisions herein.

18.6 Agreement to be Filed. The City shall file this Agreement with its City Clerk and file it with the Spokane County Auditor or place it on its web site or other electronically retrievable public source in accordance with state law. The District shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.

18.7 Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

18.8 Termination. See Section 12 above.

18.9 Property Upon Termination. Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

SPOKANE PUBLIC SCHOOLS

Dr. Linda McDermott
Associate Superintendent, School Support Services

Date

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

Garrett Jones
Director

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

EXHIBIT A

Spokane Public Schools (SPS) Spokane Parks & Recreation Department (SPRD) Joint Use of Facilities

Scheduling Procedures

I. SPS/SPRD Scheduling Procedures for Joint Use

The SPS/SPRD Joint Use agreement is a partnership between SPS and SPRD to allow reciprocal use of facilities owned by both parties.

II. Authorization Protocol

- a. SPRD Director of Recreation or designated staff are authorized to make requests on behalf of SPRD or approve requests.
- b. SPS staff authorized to make requests on behalf of SPS or approve requests from SPRD are the Event Services Team or designated staff.

III. SPS and SPRD Facilities & Availability

- a. Property owner has first priority for scheduling their facilities. Second priority is given to the joint use partner under this agreement.
- b. *During the academic school year*, sites having Express After-School Child Care programs are available at 6:15 pm in the multipurpose rooms and 6:00 pm in the gyms (if the gym and multipurpose room are separate from each other.) All other sites are available at 5:15 pm. Express site information is available online at: <http://spokaneschools.org>
- c. The latest that an activity at an SPS Facility can be scheduled to end is 9:30 pm unless otherwise approved by SPS Event Services. The latest that an activity can be scheduled at an SPRD Facility is 11:00pm.
- d. SPRD may request building use on a non-student day however use may be limited to custodial staffing hours. If the event is outside of regular custodial hours direct costs will apply. In general, custodial coverage is available until 3:00 pm on non-student days; after 3:00 pm on non-student days a fee for custodial services is charged.

IV. Required Time Line

There will be a required annual meeting no later than the first week of August to establish deadlines for the year. An agenda with required topics is included as **Exhibit C**.

V. Facility Use Cancellations or Changes

- a. Cancellation and changes of scheduled events must be communicated to the facility owner at least three (3) working days prior to the event.
- b. In the event of a scheduling conflict, the facility owner must notify the user and relocate or reschedule the cancelled event. Cancellation for a conflict should be communicated at least five (5) days prior to an event.
- c. For SPS facilities changes to scheduled events shall be submitted through e-mail to the Event Services Team at eventservices@spokaneschools.org. In the event of a later cancellation a call must be made to Event Services at 354-7167.
- d. For SPRD facilities changes to scheduled events shall be submitted through e-mail to the scheduler at athleticfieldallocations@spokanecity.org.
- e. If schools are closed due to weather all scheduled usage is cancelled.

VI. Scheduling

- a. SPS programs to take priority in SPS facilities and SPRD programs to take priority in SPRD facilities.
- b. SPS shall be responsible for scheduling all high school, middle school and Libby fields; however, Garry Middle School fields on SPRD property are scheduled by SPS until 5:00 pm on school days. Scheduling after 5:00 pm on a school day and non-school days is through SPRD.

- c. SPRD shall schedule all remaining fields within the City including elementary fields after **6:00 pm** during the school year at Express sites and after **5:15 pm** at all sites that do not have after-school programs.
- d. When scheduling a continuing event, at least one make-up day shall be designated in case of cancellation.

VII. Field Playability

- a. Each party will reserve the right to limit the amount of scheduled and non-scheduled play on athletic fields on an annual basis to prevent excessive damage to turf.
- b. Field Closure -- During periods of inclement weather, field maintenance, or scheduled improvements, field closures may be required.
- c. Closures may also result from poor playing conditions or damage. Notice of field closure will be sent by email.
- d. If a field is closed, no practice, games or other organized use will be allowed.

VIII. Field Use General Rules and Regulations

- a. The rules and regulations are in place to preserve the integrity of the fields for the best interests of all users. Both parties reserve the right to immediately terminate the use of fields and agrees to immediately vacate the premises upon notification of termination for failure to adhere to the rules and regulations. Failure to comply with these rules and regulations may jeopardize future use of fields and facilities.
- b. Rules for use will be reviewed annually at the August meeting.

IX. Fees.

- a. There will be no rental fees between the parties.
- b. There will be charges for direct costs outside of regular custodial hours.
- c. Additional fees for equipment replacement, extraordinary maintenance costs, or other infrequently occurring costs we be funded as mutually agreed upon.

X. Sign-up Process to be Eligible to Use Facilities

Rules for facility usage must be completed by the requestor prior to the scheduled start date. In order to gain access to facilities instructors/coaches are required to have a copy of their signed documents available while utilizing the facilities. Without these documents instructors/coaches may not be allowed access into the facility.

EXHIBIT B
SPRD/SPS Annual August Meeting
Agenda

Meeting to be held no later than the first week of August year

1. Update contact list
2. Review school calendar
3. Discuss needs of each program and problems solve any challenges
4. Review deadlines for priority submission of schedules
5. Review scheduling details
6. Review rules for use and process for collection of signed rules
7. Review current rate schedules for direct costs
8. Facility/field projects that impact availability
9. Discuss any program changes that may impact other programs
10. Changes to facility/program hours
11. Equipment, maintenance and other needs
12. Discuss any operational changes or concerns
13. Other

Agenda meeting notes to be distributed to all meeting participants by e-mail and retained as documentation of operating protocols.

Exhibit C
GSL Golf Joint Use Agreement Language

SPS has five (5) high school golf teams that use four (4) City golf courses.

The City has agreed to:

1. Provide at no cost to SPS eight (8) practice tee times per school per week on the two (2) days specified by the City with four (4) practice tee times per school per day. The total quantity of tee times include both the boys and girls teams.
2. Provide at no cost to SPS three (3) events annually: two (2) during the regular season and one (1) during the post season. In addition, there will be one paid post-season event with date and course to be negotiated between Parties.
3. Finalize the SPS team schedules designating the specific dates for receipt by SPS no later than January 31 of each year.
4. Reschedule events canceled due to weather whenever feasible. This shall be a communication between the high school golf coach and the course pro directly.
5. WIAA and GSL Event charges will be the current junior golf rate (e.g., 2019 rate of \$13.00 per round, per participant; 80 golfers on Day 1 and 40 golfers on Day 2).

SPS has agreed to:

1. Have golf coaches be responsible for setting up and using the eight (8) tee times as assigned with no more than four (4) players per tee time.
 2. Have golf teams pay for range balls used in practice.
 3. Have the golf teams help clean up/pick up balls on range or perform other necessary jobs the golf professional deems appropriate.
 4. Submit schedule requests to the City not later than June 15 of each year. See note above- Pros and Courses have said that they are not able to create a schedule prior to the fall.
 5. S) Abide by the latest version of the attached Parks & Recreation Board adopted High School Golf Rules.
 6. Make every effort to make the public, parents and constituents aware of the benefits SPS students are receiving from the donations of the course professional and from the golf division under the umbrella of our Joint Use Agreement with the City Parks and Recreation Department.
 - a. SPS provide SPRD an outlined plan as to how they intend on sharing this message
 - b. Encourage school booster clubs who hold annual golf tournaments to support the City courses.
 7. For WIAA Event Practice Rounds charges will be the current junior golf rate (e.g., 2012 rate of \$13 per round) per participant and the adult golf rate (e.g., 2012 rate of \$25 per round) per coach. Any additional event activities such as a barbecue at the course following practice rounds for players and coaches shall be charged over and above the course fees.
-

**JOINT USE AGREEMENT BETWEEN SPOKANE PUBLIC LIBRARY AND
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT
REGARDING JOINT USE OF FACILITIES**

1. **Parties.** This Agreement is entered into by and between Spokane Public Library (“Library”), a department of the City of Spokane organized under Chapter 27.12 RCW, whose address is 906 West Main Ave. Spokane, WA 99201, and the City of Spokane Parks and Recreation Department of the City of Spokane (“City”), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201.
2. **Authority and Purpose.** The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the City and Library within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the taxpayer.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of libraries and parks.

3. **Administration.** The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the Library Executive Director or designee and the Director of Parks and Recreation or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:
 - 3.1 **Meetings.** Library and City staff involved with the direct provision of services will meet a minimum once a year, in person, to address issues regarding delivery of services under this Agreement.
 - 3.2 **Coordinator of Services.** Each party hereby designates the following persons to be its Coordinator of Services:

Library: Executive Director; (509-444-5305)

City: Director of Parks and Recreation; (509-625-6204)

The parties agree that Coordinator or Staff duties can be delegated to staff appropriate by notice in writing to the other party.

4 **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2019, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Section 14 below.

5 **Definitions.**

5.1 **“Branch Locations”** shall mean libraries which are located adjacent or in close proximity to City park property. The following is a list of ‘Branch Locations’ including but not limited to:

Libraries/Parks

Downtown/Riverfront Park

Eastside/Liberty Park

Hillyard/AM Cannon Park

Shadle/Shadle Park

Indian Trail/Indian Trail Park

South Hill/Comstock Park

5.2 **“City Facilities”** shall mean those park and recreation open spaces and facilities on City property. Riverfront Park facilities are based on availability and include open spaces, the North Bank and Forestry Shelters. Current policy is available on the City website at www.spokaneparks.org.

5.3 **“Direct Cost”** shall mean costs incurred solely as a result of the other party’s specific use of a facility or grounds such as labor, supervision or custodial costs, equipment maintenance costs.

5.4 **“Library Facilities”** shall refer to both “Library Grounds” and “Library Buildings”.

5.5 **“Exhibits”** shall include the following:

A. Joint Use Scheduling Procedures

B. SPRD/SPL Annual August Meeting Agenda

5.6 **“Joint Use Partner”** shall mean any entity that has a reciprocal agreement with either party to this Agreement.

6 **Priority of Use.**

6.1 **First Priority Use.** The Property owner has first priority for scheduling their facilities.

6.2 **Second Priority Use.** Second priority is given to the joint use partner under this agreement as described in **Exhibit A.**

6.3 **Limitation.** Each entity reserves the right to limit Joint Use to no more than fifty percent (50%) of an area (e.g., room or open space) at any given facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests may result in denial of such requests.

6.4 **Third and Lower Priority Use.** Shall be at the discretion of the entity.

7 Use of Facilities.

7.1 **Usage and Facility Availability.** Additional details are available in **Exhibit A** to this Agreement.

7.1.1 **Library Facilities** available for use are: spaces at all Spokane Public Libraries, primarily program rooms, class rooms, and conference rooms. Other library spaces (including staff, computer, and collection areas) have limited availability, but can be requested.

7.1.2 **Park Facilities** available for use are: spaces at Spokane Park facilities, including open spaces, playgrounds and picnic shelters.

7.2 Scheduling.

7.2.1 **Scheduling of Library Buildings and Park Facilities.** Scheduling shall be in accordance with the details identified in **Exhibit A**: “Library/Park & Recreation Scheduling Procedures” as mutually agreed upon between the parties.

7.2.2 **Cancellation.** Either party will provide a minimum of 5 days’ notice of any cancellation. Alternate sites will be offered as available. If no alternate site is available, the cancelled party will be afforded a make-up day.

7.2.3 **Play Equipment Availability.** Play equipment on parks adjacent to Libraries will be available to the public except when the Library desires exclusive use. When exclusive use is desired, the Library shall either post notice of the Library’s exclusive use in the Park or otherwise provide notice to the public of the Library’s exclusive use in coordination with the designated SPRD staff member.

8 Rights and Responsibilities of Both Parties.

8.1 **Compliance with Rules and Laws.** The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

8.2 **Supervision and Inspection.**

8.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

8.2.2 Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

8.3 **Fees, Maintenance and Custodial Service.**

8.3.1 No fees except for Direct Costs shall be charged the other party for use of Library or City Facilities.

8.3.2 Routine maintenance of the properties shall be the responsibility of the owning party. In no circumstances shall any entity other than the equipment owner or owner's vendor make repairs or alterations to the owning party's equipment.

8.3.3 Custodial services shall be provided by the owner of the facility, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by using party only when such maintenance involves extra costs to the owning party.

8.4 **Utilities.** The party owning the facility shall furnish all necessary utilities.

8.5 **Equipment and Supplies.**

8.5.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. Library-owned or City-owned equipment which is not easily moved may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is

returned to a condition as good as or better than the condition prior to damage.

- 8.5.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.
- 8.5.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.
- 8.6 **Manner of Financing, Budgeting, and Billing.** One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost'. This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.
- 8.7 **Background Checks.** The City and the Library will comply with the requirements of RCW 43.43.830 requiring background checks for any prospective employee or volunteer who will or may have unsupervised access to children under sixteen years of age or developmentally disabled persons or vulnerable adults during the course of the prospective employee's employment or volunteer opportunity. Both parties will use their best efforts to assure that no employee or volunteer with an adverse conviction record will or may have access to children under sixteen years of age or developmentally disabled persons or vulnerable adults during the course of the employment or volunteer activity. Any failure to comply with this section shall be grounds for immediate termination of this Agreement and immediate termination of any use of facilities by the other party or its agents.
- 8.8 **No Dual Employment.** Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or

privileges of employment with the other party. Each party assumes exclusive responsibility for any and all actions, rights and obligations of its respective officers, agents, employees or volunteers. Each party's employees and students do not, by this Agreement, become agents or employees of the other party, and shall not be entitled to any rights and privileges established for employees of the other party, such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this Agreement.

- 8.9 **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 this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- 8.10 **ADA Requirements.** Each party is responsible for its own facilities' compliance with ADA requirements. If the Library receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility issues.
- 8.11 **Damage to Property.** When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.
- 9 **Assignment/Binding Effect.** Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.
- 10 **Integration/Modification/Supersession.** This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 12.3 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.
- 11 **Indemnification/Hold Harmless/Duty to Defend.** Each party to this Agreement is responsible for its own acts and omissions of its officers, employees, and agents. Each party agrees to defend, indemnify, and hold the other party harmless from and against any claim, demand, suit, or cause of action, (hereafter "claim"), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, reasonable attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the parties based on actual or alleged concurrent or shared fault of the parties, a party

shall not be required to indemnify the other party for that party's own proportionate share of fault. Reasonable attorney fees and litigation expenses incurred by a party in successfully enforcing the indemnification provisions of this section shall be paid by the party against whom the provision was enforced. The parties agree that these indemnification obligations shall apply to claims made by their own employees against an indemnitee, and the parties therefore knowingly and expressly waive any immunity that they otherwise might have been entitled to invoke under Title 51 RCW.

- 12 **Insurance.** During the term of this Agreement, each party shall maintain in force at its own expense, the following insurance:

12.1 Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance.

12.2 General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this contract.

12.3 There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the cancelling party or its insurer(s) to the non-cancelling party.

12.4 In lieu of the above cited insurance, either party may provide documentation demonstrating its self-insured status

- 13 **Amendment.** This Agreement may be amended only by mutual written agreement signed by authorized officials and not by course of performance

14 **Termination/Written Notice.**

14.1 **Termination.** This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach within the 180 day time period. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 16 of this Agreements prior to termination of the Agreement.

14.2 **Recipients of Termination Notices.** Notice shall be sent to the parties as follows:

Library: Spokane Public Library
Executive Director
906 W Main Ave,

City: Spokane Parks and Recreation Department – City Hall
Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201-3317

- 14.3 **Shared Facilities Disposition.** In the event of cancellation of this Agreement, the parties shall agree to negotiate in good faith for the use of shared facilities or facilities in which the party has invested.
- 15 **Financial Crisis.** In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserved the right to terminate this Agreement upon one hundred eighty (180) day notice to the other party.
- 16 **Mandatory Dispute Resolution.** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.
- 17 **Governing Law/Venue.** The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.
- 18 **Related Agreements.** This Joint Use Agreement does not supersede any other use agreement between the parties and to the extent this agreement conflicts with other pre-existing agreements the other agreements shall prevail.
- 19 **Authority to Sign and Obligate.** The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.
- 20 **Effective Date of Agreement.** This Agreement shall not become effective unless and until it is properly executed by the parties.
- 21 **Organization of Separate Entity and Its Powers.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

SPOKANE PUBLIC LIBRARY:

Andrew Chanse
Executive Director

Date

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

Garrett Jones
Director

Date

CITY OF SPOKANE

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

EXHIBIT A

Spokane Public Library (SPL) Spokane Parks & Recreation Department (SPRD) Joint Use of Facilities Scheduling Procedures

I. SPL/SPRD Joint Use Agreement

The SPS/SPRD Joint Use agreement is a partnership between SPS and SPRD to allow reciprocal use of facilities owned by both parties.

II. Authorization Protocol

- a. SPRD Director of Recreation or designated staff are authorized to make requests on behalf of SPRD or approve requests.
- b. SPL staff authorized to make requests on behalf of SPL or approve requests from SPRD are the Community Engagement Managers or designated staff.

III. SPL and SPRD Facilities & Availability

- a. Property owner has first priority for scheduling their facilities. Second priority is given to the joint use partner under this agreement.
- b. Activities at an SPL Facility can be scheduled to end up until the location's standard closing time, unless otherwise approved by SPL staff. The latest that an activity can be scheduled at an SPRD Facility is 11:00pm.

IV. Required Time Line

There will be a required annual meeting no later than the first week of August to establish deadlines for the year if SPRD is planning on utilizing SPL space for programming. An agenda with required topics is included as Exhibit B.

V. Facility Use Cancellations or Changes

- a. Instructors are responsible for adhering to the Library's Meeting Room Policy which can be found at www.spokanelibrary.org/meeting-rooms.
- b. Cancellation and changes of scheduled events must be communicated to the facility owner at least three (3) working days prior to the event.
- c. In the event of a scheduling conflict, the facility owner must notify the user and relocate or reschedule the cancelled event. Cancellation for a conflict should be communicated at least five (5) days prior to an event.
- d. For SPL facilities changes to scheduled events shall be submitted through e-mail at ask@spokanelibrary.org. In the event of a later cancellation a call must be made to 444-5300.
- e. For SPRD facilities changes to scheduled events shall be submitted through e-mail to the scheduler at parkopsreservations@spokanecity.org.
- f. If facilities are closed due to weather all scheduled usage is cancelled.

VI. Scheduling

- a. SPL programs to take priority in SPL facilities and SPRD programs to take priority in SPRD facilities.

VII. Fees.

- a. There will be no rental fees between the parties.
- b. There will be charges for direct costs outside of regular custodial hours.
- c. Additional fees for equipment replacement, extraordinary maintenance costs, or other infrequently occurring costs we be funded as mutually agreed upon.

EXHIBIT B
SPRD/SPL Annual August Meeting
Agenda

Meeting to be held no later than the first week of August each year

1. Update contact list
2. Discuss needs of each program and problems solve any challenges
3. Review deadlines for priority submission of schedules
4. Review scheduling details
5. Review rules for use and process for collection of signed rules
6. Review current rate schedules for direct costs
7. Facility/park projects that may impact availability
8. Discuss any program changes that may impact other programs
9. Changes to facility/program hours
10. Equipment, maintenance and other needs
11. Discuss any operational changes or concerns
12. Other

Agenda meeting notes to be distributed to all meeting participants by e-mail and retained as documentation of operating protocols.

Proposed Tournament Fees

Tournaments	Type	Notes	2012	2013	2014 -2019	2020 Proposed		2021 Proposed		2022 Proposed	
Dwight Merkel											
Adult											
Softball/Baseball	Full Day	8am-11pm	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,250.00	\$150.00	\$2,400.00	\$150.00	\$2,550.00	\$150.00
	Half Day	8a-3p;3p-11p	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,350.00	\$150.00	\$1,500.00	\$150.00	\$1,650.00	\$150.00
Youth											
Softball/Baseball	Full Day	8am-11pm	\$ 1,000.00	\$ 1,250.00	\$ 1,500.00	\$ 1,650.00	\$150.00	\$1,800.00	\$150.00	\$1,950.00	\$150.00
	Half Day	8a-3p;3p-11p	\$ 500.00	\$ 650.00	\$ 800.00	\$ 950.00	\$150.00	\$1,100.00	\$150.00	\$1,250.00	\$150.00
Dwight Merkel					2014 -2019	2020 Proposed		2021 Proposed		2022 Proposed	
Adult	Full Day	8am-11pm			\$3,500.00	\$3,600.00	\$100.00	\$3,700.00	\$100.00	\$3,800.00	\$100.00
Soccer	Half Day	8a-3p;3p-11p			\$1,800.00	\$1,900.00	\$100.00	\$2,000.00	\$100.00	\$2,100.00	\$100.00
Youth	Full Day	8am-11pm			\$900.00	\$1,000.00	\$100.00	\$1,100.00	\$100.00	\$1,200.00	\$100.00
Soccer	Half Day	8a-3p;3p-11p			\$500.00	\$600.00	\$100.00	\$700.00	\$100.00	\$800.00	\$100.00
Franklin											
Adult											
Softball/Baseball	Full Day	8am-11pm	\$ 1,400.00	\$ 1,450.00	\$ 1,500.00	\$ 1,625.00	\$125.00	\$1,750.00	\$125.00	\$1,875.00	\$125.00
	Half Day	8a-3p;3p-11p	\$ 700.00	\$ 750.00	\$ 800.00	\$ 925.00	\$125.00	\$1,050.00	\$125.00	\$1,175.00	\$125.00
Youth											
Softball/Baseball	Full Day	8am-11pm	\$ 800.00	\$ 850.00	\$ 900.00	\$ 1,025.00	\$125.00	\$1,150.00	\$125.00	\$1,275.00	\$125.00
	Half Day	8a-3p;3p-11p	\$ 400.00	\$ 450.00	\$ 500.00	\$ 625.00	\$125.00	\$750.00	\$125.00	\$875.00	\$125.00



Redevelopment Update July Park Board

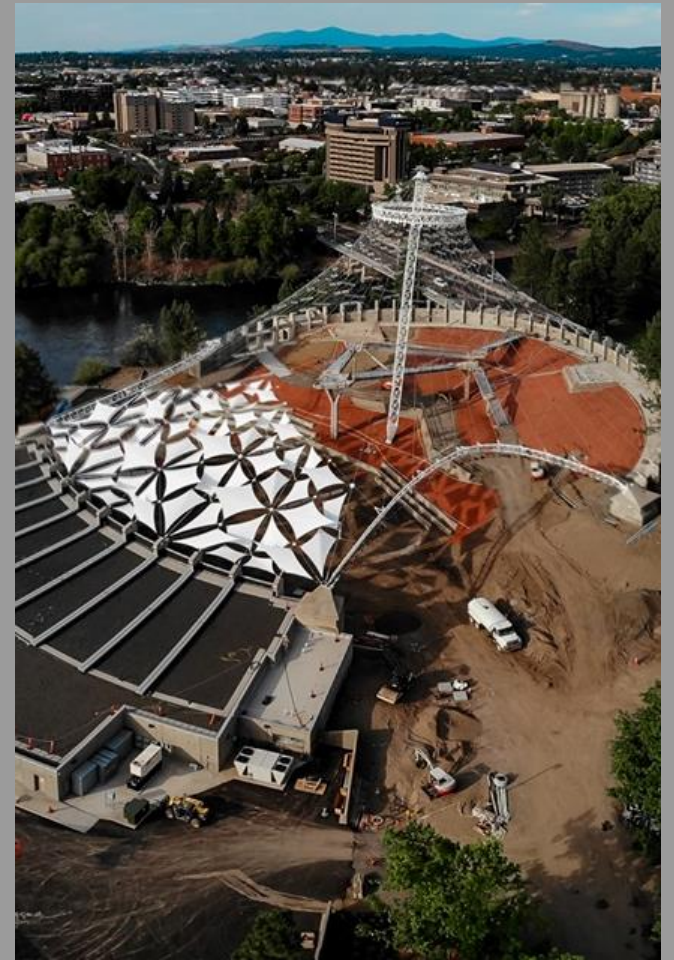
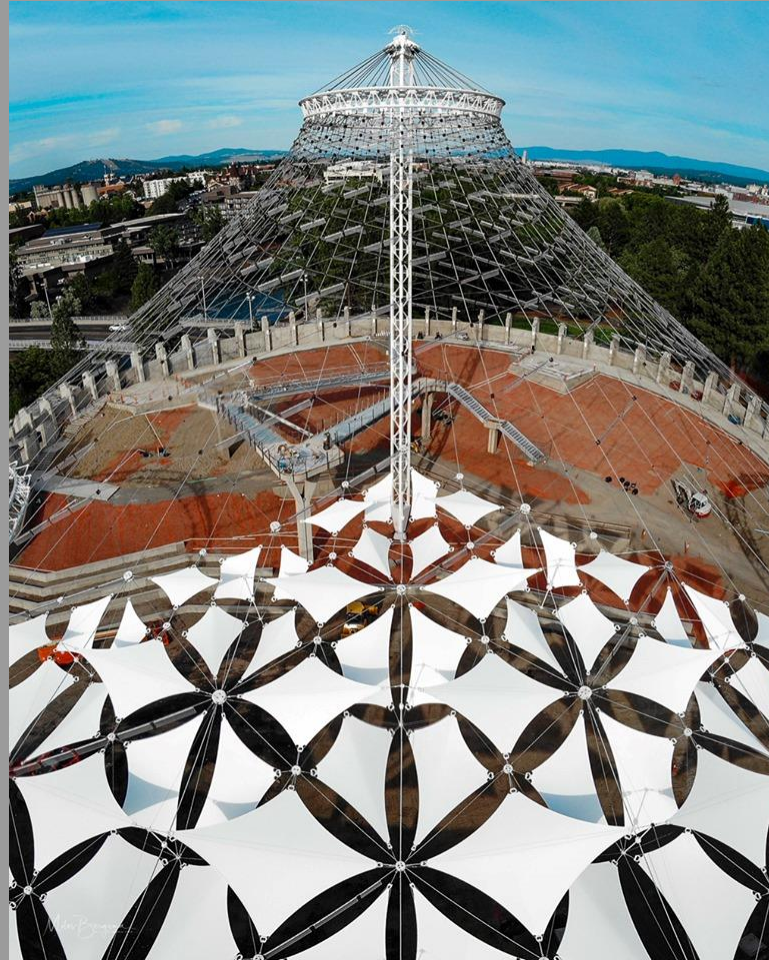
Garrett Jones, Interim Director, Parks & Recreation
Berry Ellison, Program Manager
Jo-Lynn Brown, Program Coordinator

Howard Street Promenade



Full Howard Street Promenade opened in time for Hoopfest!

Pavilion



Elevated experience railing installation underway. The shade panels placed by GuildWorks (same company that did the Expo Butterfly wings). Final light blades are installed around them, and light program testing begins soon. Opening celebration this fall. *Photos: GuildWorks & NAC Architecture*

Pavilion/Promenades Project Design/Construction Status July 2019

Design Builder: Garco Construction
Project Director: Clancy Welsh
Project Manager: Rob Decker

Architect: NAC
Landscape Architect: Berger Partnership
Civil: CH2M/Jacobs

Program Manager: Berry Ellison - Parks
Project Manager: Matt Walker-Hill Intl.
Construction Manager: Lorraine Mead-Hill



Pavilion Site

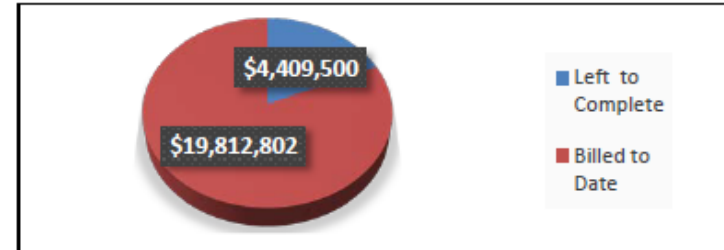
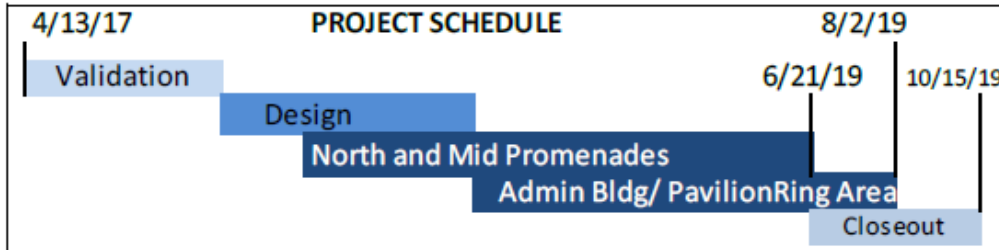
- Finished Light Blades and Shading Installation
- Working on Railing for Elevated Experience
- Seat Walls complete except Caps
- Finishing up Landscaping Central Green

Admin. Building

- Working on Electrical Overhead for Mezzanine
- Installing Mezzanine Railing
- Start Up of Equipment and Testing & Balancing has begun

Blue Bridge & Mid Promenade

- Opened 6/21/19 – Finishing up Punchlist



Contract Amount w/COs (w/o WSST)	Change Orders thru CO#16	Current Expenditures thru 5/31/19	Remaining Contract Amount	Percent Complete by Budget	Construction Schedule Percent Complete	Substantial Completion Date
\$24,222,302	3,550,387	\$19,812,802	\$4,409,500	81.8%	89.0%	8/2/19

North Bank Playground



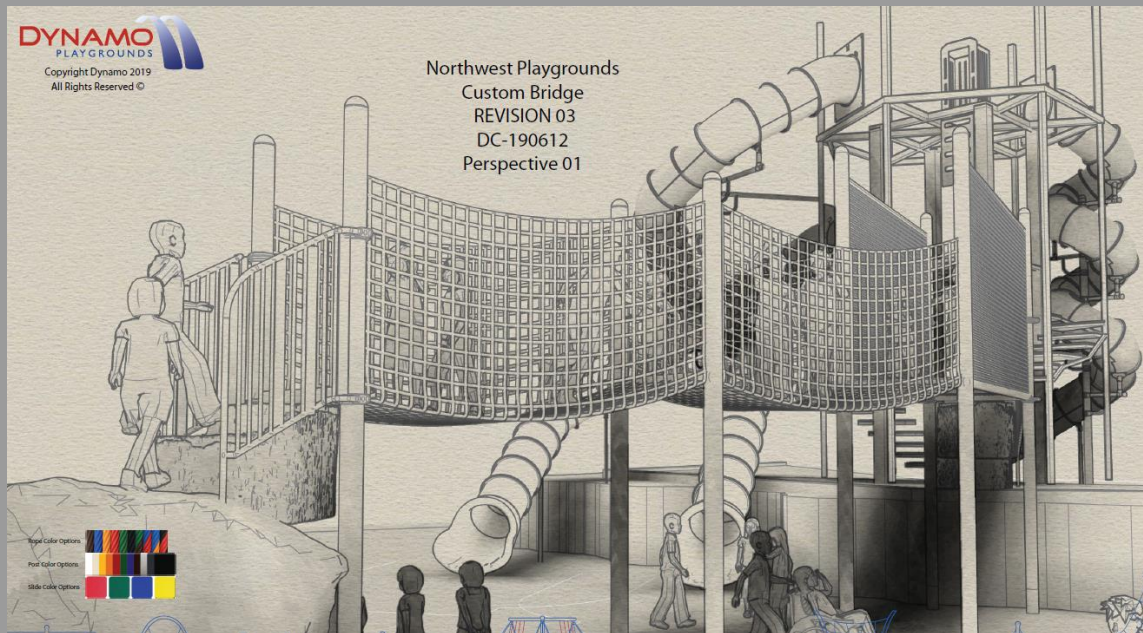
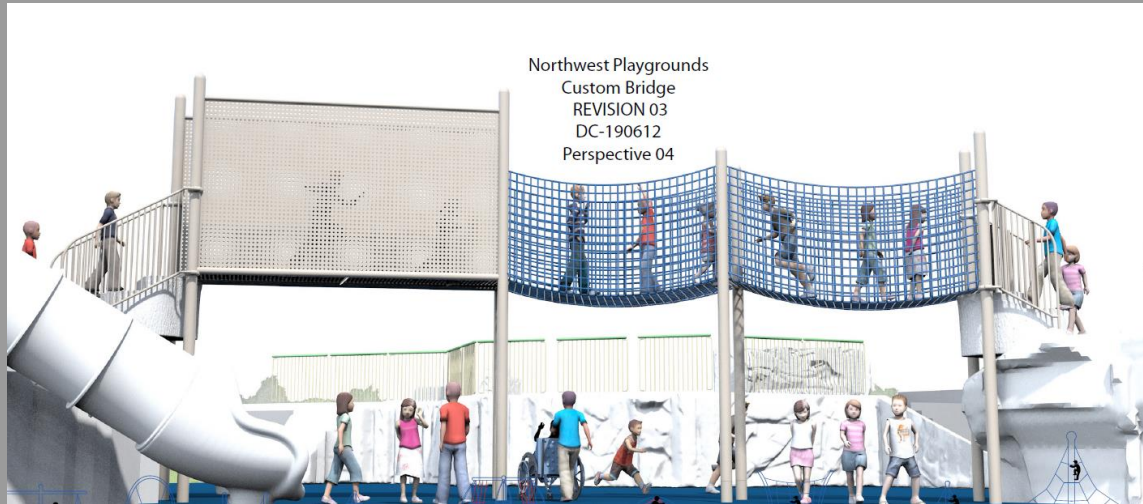
Hoopfest announced their
commitment to build the signature
basketball court via funding from
Multicare!

North Bank site prep underway this
summer.

Open Late Summer/Fall 2020



North Bank Playground



Images from construction
document design submittal

West Havermale Island

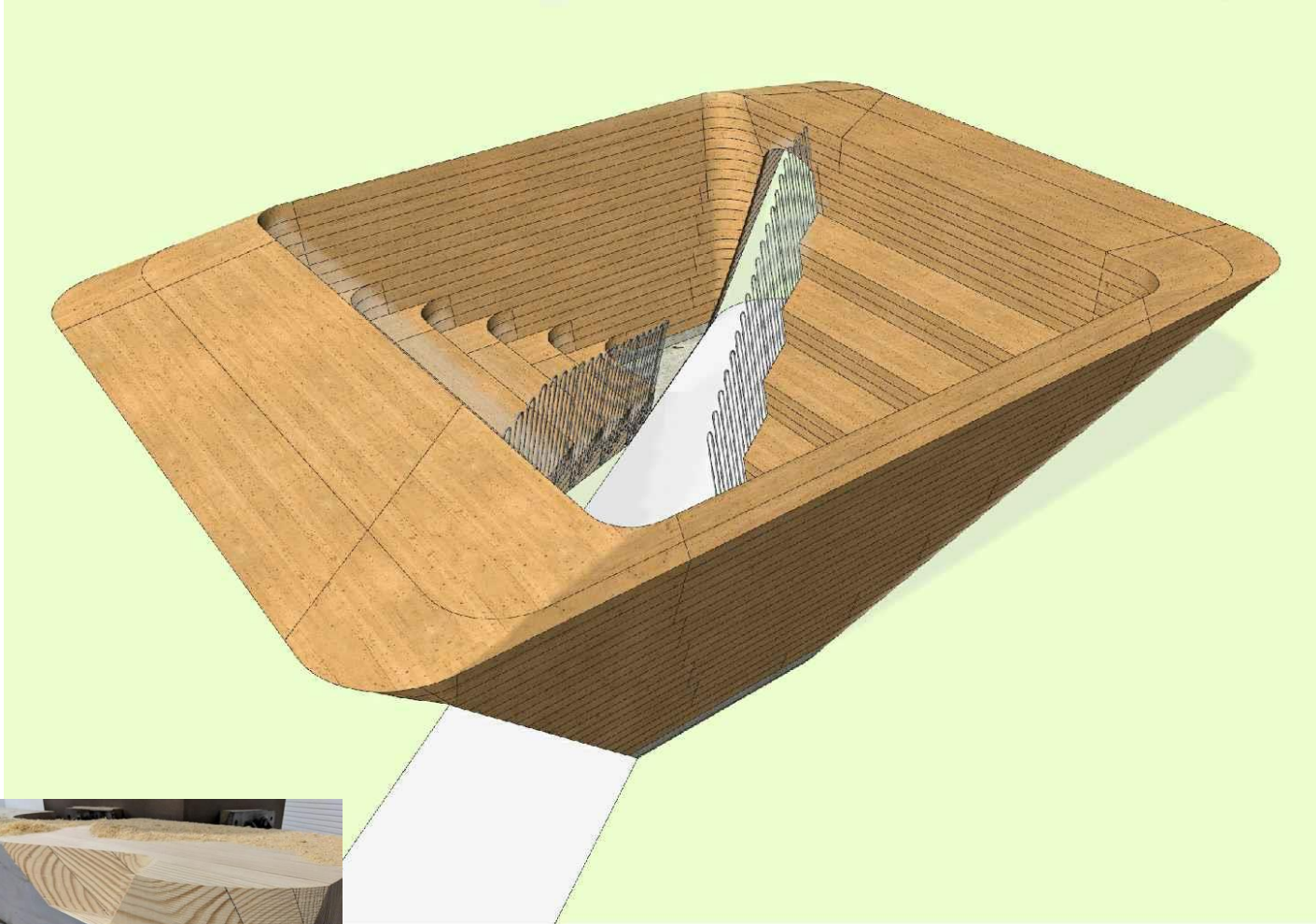


Design development underway.

Features an inclusive playground (fundraising project),
restored Theme Stream from Expo, connectivity to the
Centennial Trail, and a maintenance/operation yard.

Open early fall 2020

Stepwell art

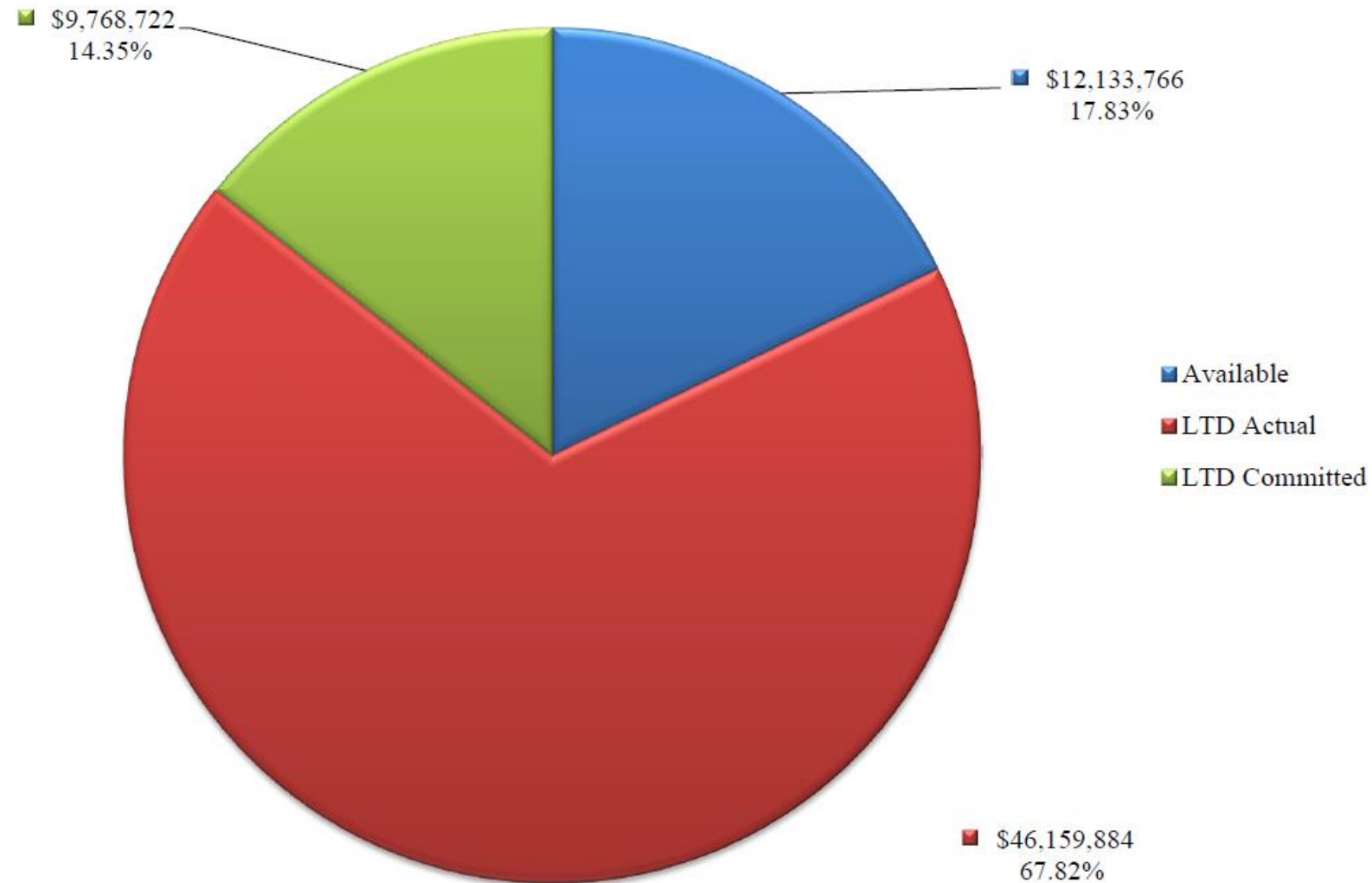


A fabricator has been identified.
Construction in 2020.



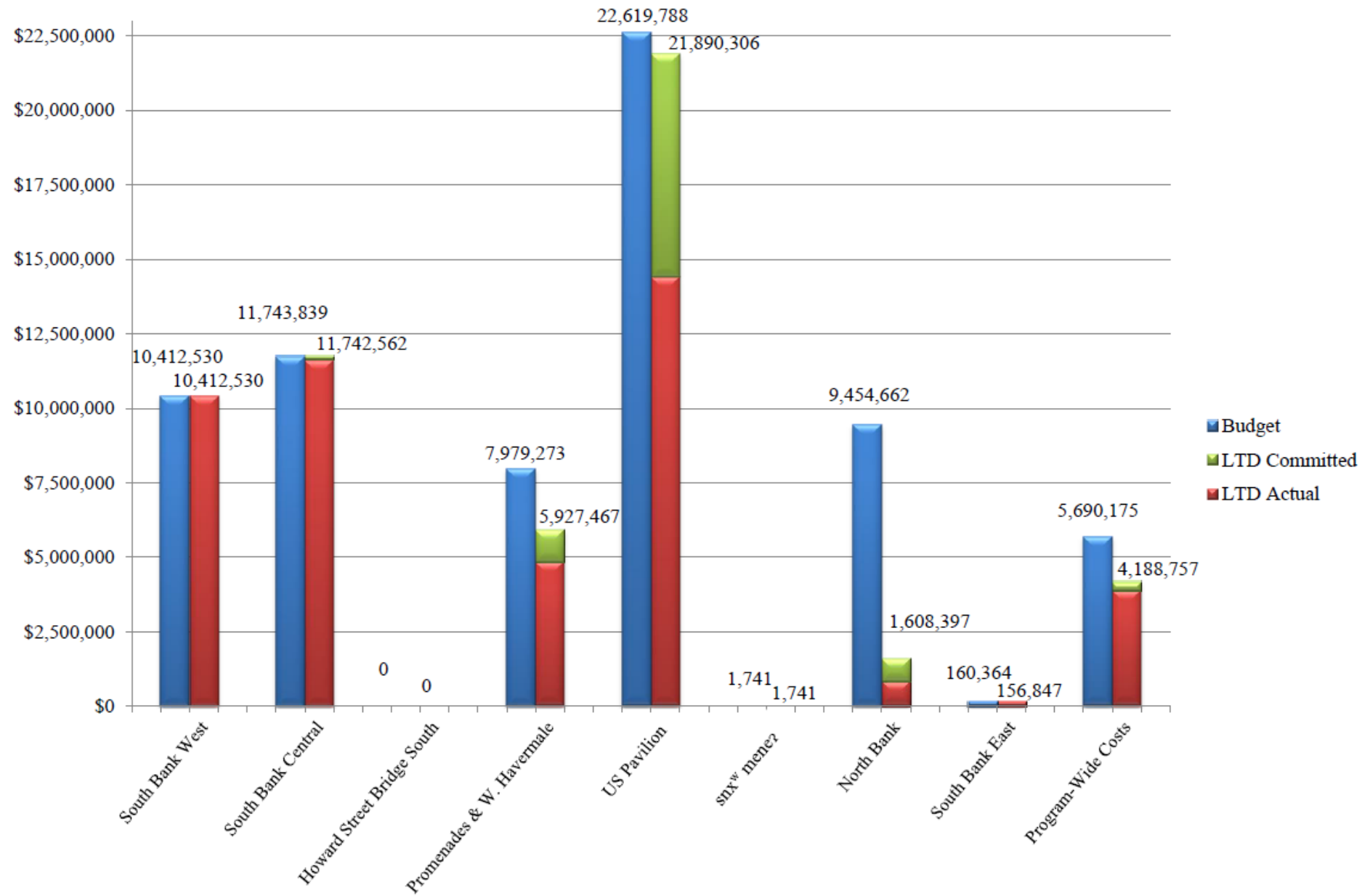
Bond Budget Utilization Through June 2019

(June 13, 2019 Approved Budget)



Comparison of Approved Bond Budget to Actual & Committed Expenditures

June 2019





THE CAMPAIGN FOR
**riverfront
spokane**

Gift Recognition Opportunities

Dollar values in gray pending PB approval

Looff Carrousel



Adopt a Carrousel Animal (54 available)

\$5,000 each for 10 years

- Donors can “adopt” a carrousel animal
- There are 54 animals available
- Horses are not available for naming, only adoption
- A plaque will be placed on the wood deck below the animal stating “Adopted by (name of donor)”



Looff Carrousel Gathering Spaces (4)

\$150,000 for all or \$50,000 each space

- Donor’s name on a plaque above the main doorway to each of three party rooms and the patio entry
- Names must be either a family or individual name. This is not available for corporate donors.

Shelters



North, South, and North Bank Picnic Shelters (3)

\$50,000 each – pending Park Board approval

- Donor’s name on a plaque hanging from the top of the shelter
- The plaque is approximately 12”x 42” and will include the donor’s name and a quote, if requested. Quotes must be approved by the Director of Parks and Recreation.

U.S. Pavilion



SkyRoom and Meeting Rooms (3)

\$150,000/SkyRoom – pending Park Board approval & \$50,000 each Meeting Room

- Donor’s name on a plaque above the main doorway to the SkyRoom and balcony (1) and meeting rooms (2)
- Names must be either a family or individual name. This is not available for corporate donors.

Terraced Seating (10)

\$15,000 each row – pending Park Board approval

- A plaque placed on a row of outdoor terrace seating.
- Names must be either a family or individual name. This is not available for corporate donors.

Numerica Skate Ribbon & SkyRide



Numerica Skate Ribbon Party Room (1) \$50,000

- Donor's name on a plaque above the main doorway to the party room
- Name(s) must be either a family or individual name. This is not available for corporate donors.

Benches



Park Benches (27) \$5,000 each

- Donor's name engraved on a 2" x 10" plaque attached to the back or base of the bench
- There are two styles of bench in the park

Pavers



Promenade Pavers

Gifts of \$1,000 or more depending on size of paver

- Donor's name etched in a concrete paver
- Sizes range from 4" x 8" to 9" x 9"

Fence Tags



Fence Tags

TBD (\$100 - \$150 range)

- Donor name etched on tag hanging from fence
- Possibly around the dog park
- Image from Pike Place Market Foundation



THE CAMPAIGN FOR
**riverfront
spokane**

CAMPAIGN GIFT COUNTING AND RECOGNITION GUIDELINES

In January 2018, the Spokane Parks Foundation Board of Directors approved a \$3 million capital campaign to supplement the \$64 million bond redevelopment of Riverfront Spokane.

The following definitions are used in this document:

Counting is the numeric summary of activity, results, and progress towards goal.

Reporting is the process of conveying with clarity and transparency what has happened during a specific timeframe.

Recognition is Riverfront Spokane specific and represents the way the Spokane Parks Foundation will recognize donors to the Campaign for Riverfront Spokane.

Naming is the opportunity given to a donor to associate their name with a project or item.

CAMPAIGN FUNDRAISING, REPORTING AND PLEDGE PERIOD

- Campaign fundraising period: The fundraising period for the campaign officially begins on January 1, 2018. At this time, Spokane Parks Foundation begins to recognize specific gifts that can be allocated to the campaign. The fundraising period will continue through December 31, 2019, or as adjusted by the board of directors.
- Campaign reporting period: The reporting period allows for multiyear pledges to be fully paid within 3 years of pledge (no later than December 31, 2021).
- Spokane Parks Foundation may elect to accept pledges with longer payment periods if warranted by special circumstances.

ACKNOWLEDGING AND RECORDING CAMPAIGN GIFTS AND PLEDGES

Outright gifts to the campaign (cash) will be acknowledged and recorded upon receipt. A pledge will be acknowledged and recorded when it is confirmed in writing (by email, on a campaign pledge form, or in a personalized gift agreement). Verbal pledges may be tracked and recognized informally, but they may not be recorded or counted toward the campaign goal until confirmed in writing or paid in full.

Once a pledge is received, a staff member will follow up with the donor to confirm his/her intentions for paying the pledge (amount and timing of payments, sources of funds, etc.). Unless otherwise specified by the donor, pledges will be invoiced quarterly (e.g., January 1, April 1, etc.).

TYPES OF GIFTS ACCEPTED FOR THE CAMPAIGN

- Outright gifts of cash, securities, and property that comply with SPF Gift Acceptance Policy
- Donor advised funds (payments made through donor advised funds cannot be used to fulfill a pledge)
- Employer matching gifts (will count toward the donor's total gift)
- Pledges up to three years (see criteria above) can be paid with cash, stocks, bonds, mutual funds, etc.
- Planned gifts realized/paid by December 31, 2021

CAMPAIGN GIFT COUNTING

- A signed commitment for an outright gift or pledge made during the campaign fundraising period will count toward the goal
- Gifts made to the Foundation under conditions set forth in the MOU and FSA with the City of Spokane
- Planned gifts that meet specific conditions, and are realized *during* the campaign, can count toward the campaign goal; planned gifts that are pledged during the campaign fundraising period, but not realized during the campaign pledge period do not count towards campaign goal

CAMPAIGN GIFT RECOGNITION

Spokane Parks Foundation is committed to recognizing every donor to the campaign in an appropriate manner. Anonymity (name, amount of gift, terms of gift, and/or purpose of gift) will be observed based on the donor's request. Responsibility for reviewing and approving recognition guidelines, including terms of naming opportunities, will be vested in the Campaign Steering Committee and Spokane Parks Foundation Board of Directors. Revising the guidelines will be considered by the Board of Directors upon the recommendation of the Campaign Manager or Executive Director of the Foundation.

Generally speaking, donor recognition will include printed and electronic communication. Information regarding campaign naming and recognition opportunities will be updated as the campaign evolves.

GENERAL RECOGNITION

All donors will be included on lists of campaign donors and recognized in campaign publications unless they request to be anonymous or make anonymous gifts. All such requests will be honored across all publications and published campaign lists.

MATCHING GIFTS

For the purposes of donor recognition, a donor's matching gift will be included in their gift total. For example, Jane Doe gives \$5,000, and her company match is \$5,000 so she would be recognized as a \$10,000 donor. The matching gift company will be recognized, at the matching gift level if a written pledge is received. If no pledge is received from the company, it will be recognized for the cash total of its match, which could increase over the time period of the campaign.

RECOGNITION BASED UPON GIFT SIZE

Donors will receive recognition for their gifts following the Spokane Parks Foundation's Campaign Naming & Recognition Guidelines.

CAMPAIGN NAMING & RECOGNITION OPPORTUNITIES

Spokane Parks Foundation is very grateful to the many generous donors to the Campaign for Riverfront Spokane. To honor their generosity, donors will receive special recognition as outlined below.














LEAD GIFT NAMING OPPORTUNITIES (*Named for the Useful Life of the Amenity*)

\$1,000,000	EXCLUSIVE RIGHTS TO NAME THE HAVERMALE PLAYGROUND <i>Located on West Havermale Island with interactive play pieces, solid surfaces for wheelchairs and walkers, this inclusive playground will mirror the quality and spirit of the park itself, inviting, engaging & playful</i>
\$ 500,000	HAVERMALE PLAYGROUND NAMING RIGHTS Additional opportunities will be available to other donors throughout the playground
\$ 500,000	TOUR TRAIN EXCLUSIVE (Engine & 3 Box Cars) * <i>Showcasing the park while giving visitors informational tours</i>
\$ 250,000	DOG PARK <i>A place for dogs to exercise and play off-leash in a controlled environment under the supervision of their owners</i>
\$ 250,000	BASKETBALL COURT <i>Outdoor basketball court providing a safe place for family fun and serious games</i>
\$ 50,000 @	MEETING ROOMS & PATIO <i>For public use in the Looff Carrousel (4), Pavilion (7) & Skate Ribbon (2)</i>







LEAD GIFT RECOGNITION OPPORTUNITIES

\$150,000	TOUR TRAIN ENGINE
\$100,000 @	TOUR TRAIN BOX CARS— 3 opportunities
\$125,000 @ 2 opportunities	BUTTERFLY RESTORATION <i>Carries the legacy of Expo '74 forward. These iconic sculptures will greet visitors on the north and south ends of the park</i>
\$50,000 @ Several potential opportunities	HAVERMALE PLAYGROUND FEATURE <i>There will be several spaces or pieces within the playground. These will be made available when the design phase is completed</i>
\$50,000 @ 6+ opportunities	INTERPRETIVE SIGNAGE <i>Will be woven invitingly throughout the park. Storytelling stations that share these histories via print, braille, and digital app will keep our shared past alive for generations to come</i>

MAJOR GIFT RECOGNITION OPPORTUNITIES

	\$25,000 +	\$10,000	\$5,000	\$1000
Thank you in Spokesman Review				
Recognition on Social Media (FB, Twitter, etc.)				
Inclusion on donor recognition in Riverfront Park				
Invitation to special event for major donors				
Recognition at Grand Opening of Named Feature and/or completed park renovation				

OTHER OPTIONS

2 Sentinels – Naming Opportunity (Picnic Shelters)				
Adopt a Carrousel animal (58 opportunities)		**	***	
Recognition on park bench or bike rack (limited number throughout the park)				
Promenade and dog park tiles or pavers (various sizes and locations)				
Gathering spaces				

** 10 Years

*** 5 years



Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 17	Change Order Effective Date: 7/15/19 (date when executed by both parties)
Project: PAVILION DESIGN-BUILD PROJECT	Design-Builder's Project No: 172100
	Date of Agreement: APRIL 13, 2017
Owner: CITY OF SPOKANE - PARKS & RECREATION DIVISION	Design-Builder: GARCO CONSTRUCTION, INC.

	<u>AREA</u>	<u>DESCRIPTION OF CHANGE</u>	<u>AMOUNT</u>
Item 1	PAV	RFP#18 Owner Walk Through Changes	\$ 9,042
Item 2	PAV	Add back Curb at edges of Central Plaza	\$ 18,000
Item 3	PROM	Rock & Unforeseen for the Mid Promenade	\$ 149,265
Item 4	PROM	Modify Mounding – Add Planting for Safety	\$ 3,163
		TOTAL AMOUNT	\$ 179,470

Original Contract Price: \$ 14,500,000

Net Change by Previous Change Orders: \$ 5,572,302

Net Change by GMP Amendment: \$ 4,150,000

Net Change by Change Order No 17: \$ 179,470

New Contract Price: \$ 24,401,772

Original Contract Substantial
Completion Date:

May 30, 2019

Adjustments by Previous Change Orders: **64** (calendar days)

Adjustments by Change Order No. 17 : **0** (calendar days)

Revised Scheduled Substantial Completion Date for Site Only **August 2, 2019**

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

OWNER:

By: _____
Printed Name: _____
Title: _____
Date: _____

DESIGN-BUILDER:

By: _____
Printed Name: _____
Title: _____
Date: _____



RIVERFRONT PARK MODERIZATION

Request for Proposal (RFP)

Project Name:	PAVILION	RFP No:	PAV 18
Project No.	SC6B0322000	Date:	2/21/19
Owner:	Spokane Parks & Recreation		
Contractor:	Garco Construction	Architect/Eng:	NAC/Berger/Jacobs

Please furnish your proposal for performing the changes outlined below and/or detailed on the attachments if applicable. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, and equipment. It should also include any schedule impact if applicable.

Description: Provide design (if specified) and pricing for the following items discussed at the Owner Move-In Meeting and Walk Through on 2/12/19.

1. Per the Service Yard Review:
 - a. Provide design and pricing to add lighting to the SW side of the Service Yard to provide adequate lighting when vehicles are in the yard.
2. Per the Walk Through of the Building:
 - a. Provide pricing to add power and data for 3 computers above the counter on the west wall of the security room/ranger office. Please also add backing so they can mount monitors on the walls to accommodate the following notes.
 - i. Add data to west wall to ranger office.
 - ii. Add backing for wall mounted monitors ranger office west wall.
 - iii. Add data and power above counter range office west wall.
 - b. Make the following No Cost Changes:
 - i. Add Backing on Column in kitchen for racks and shelves.
 - ii. Changing SS table size to maximize table space but fitting within the column configuration.
 - iii. Add backing north conference room wall.
 - iv. Raise or add more backing for the sky room monitor on the south wall.



RIVERFRONT PARK MODERIZATION

Request for Proposal (RFP)

- v. Frame and add drywall to the north Skyroom wall. (If any Vinyl Wall Covering is to be added, it will be identified as part of the graphic design package.)
- c. Provide pricing and Parks will split the cost for the following:
 - i. Raise and angle soffit at reception to maximize ceiling height.

Owner Walk Through Change CO
RFP #18

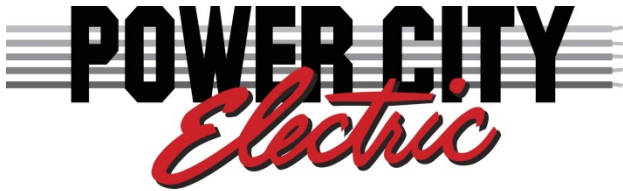
7/1/2019



Phase	Description	Quan. Unit	UNIT PRICES				TOTALS				
			Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Modern Drywall adjustment of Soffit to match roof pitch	1.0 LS				820.00	-	-	-	820	820
	Power City Electric Mod 56, Add lighting to service yard. Provide power and data to 3 computers in Ranger Room	1.0 LS				7,685.00	-	-	-	7,685	7,685
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
SUB-TOTALS							-	-	-	8,505	8,505
ADD-ONS:							OH&P: on Garco (as subcontractor) self-performed work.				-
							OH&P: on Garco (as subcontractor) subcontracted work				340
							15.00% (of Labor, Material & Equip.)				-
							4.00% (of Subcontract)				340
							SUB-TOTAL				8,845
Insurance							1.00% (of Subtotal)				88
Bond Premium							0.75% (of Subtotal)				66
							SUB-TOTAL				9,000
B & O Tax							0.47% (of Subtotal)				42
TOTAL - CHANGE ORDER REQUEST											\$ 9,042

SPECIFIC EXCLUSIONS:

1. WSST



E. 3327 OLIVE
SPOKANE, WA 99202
PHONE: (509) 535-8500
FAX: (509) 535-4665

Proposal

PROPOSAL SUBMITTED TO Garco Construction	DATE 4/19/19
STREET 4114 E Broadway	JOB NAME MOD-56-RFP-18 rev 1 Owner walk through comments
CITY, STATE, AND ZIP CODE Spokane WA 99202	JOB LOCATION 507 N Howard St Spokane, WA 99201
ATTN: Rob Decker	PHONE: 509-535-4688

Rob,
Thank you for the opportunity to provide pricing for the above mentioned project. Our proposal is detailed as follows.

General Inclusions

- Includes installation of Qty(3) owner provided lights.
- Includes Data and power as requested in the RFP.

General Exclusions

- Tax.
- Excavation.
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Bond.
- Engineering Fee's
- Scope added or modified after engineers design.

Price \$7,685.00

Thank you for the opportunity,

Steve Gilbertz
509-481-0465
PM/Estimator

DESCRIPTION OF WORK:

JOB #2014: ID RFP Pavillion1
JOB NAME RIVERFRONT PARK-PAVILION
EST. #26: ID RFP Pav
ESTIMATE RFP-18 Added wall packs in ser
PRINTED 2/26/2019 11:45:01 AM
DATA SET #1: Comm Indust UPC_EST_NECA ...

RFP-18
Power City Electric, Inc
3327 E. Olive Ave.
Spokane, WA 99202
509.535.8500
FAX: 509.535.8598
sgilbertz@powercityelectric.com

NOTES

Item				Material	Labor
Size	Item Desc	Qty	UOM	Mat Ext	Lbr Ext
(LABOR ITEM)	HPS WALL MOUNT	4.00	EACH	60.00	7.0000
3/4"	GRC 90 ELBOW	16.00	EACH	86.76	6.4000
4-11/16 SQ BOX	2-1/8D 3/4 & 1 KO	3.00	EACH	15.66	1.3500
4-11/16	1D 2G PLASTER RING	3.00	EACH	9.00	0.4500
3/4"	GRC COUPLING	16.00	EACH	31.33	0.0000
3/4"	GRC	80.00	FEET	145.60	4.8000
20A	DX REC HUBBELL CR20I	6.00	EACH	9.45	1.8000
1"	EMT	30.00	FEET	34.50	1.6500
1/4"	#10-12X1-1/4 ANCHKIT	16.00	EACH	16.00	0.0160
	CADDY MSF SNAP ON	6.00	EACH	5.80	0.3000
4 SQ BOX	2-1/8D 1/2 & 3/4 KO	6.00	EACH	5.20	1.8000
3/4"	UNISTRUT STRAP	16.00	EACH	10.97	0.4800
4 SQ	5/8D 2G PLASTER RING	6.00	EACH	3.92	0.9000
	#12 GRD PIGTAIL	6.00	EACH	3.63	0.1200
	CADDY FAR SIDE SUPT	6.00	EACH	2.81	1.2000
#12-2/C	MC CABLE W/GRN GRD	60.00	FEET	28.20	2.1000
1"	EMT STEEL SS CONN	3.00	EACH	1.26	0.3600
1"	PLASTIC BUSHINGS	2.00	EACH	0.69	0.5000
1G	IVORY PLATE 1 DUPLEX	9.00	EACH	2.58	0.9000
3/4"	PVC SCH 40 UGRD	150.00	FEET	36.57	4.5000
3/4"	PVC ADPT/FEMALE	16.00	EACH	3.89	2.5600
1"	EMT 1 HOLE STRAP	6.00	EACH	1.26	0.2400
3/4"	LOCKNUT	32.00	EACH	6.20	0.9600
1/2"	EMT STEEL SS CONN	12.00	EACH	1.64	0.9600
12	THHN STR CU	700.00	FEET	75.61	4.9000
SMALL	WIRE TERM-LABOR ONLY	24.00	EACH	2.40	2.8800
	SCOTCHLOCKS-YELLOW	24.00	EACH	2.35	0.7200
3/4"	CUT/THREAD-LABOR	8.00	EACH	0.00	1.4400
1"	EMT FIELD BENDS	3.00	EACH	0.00	0.7500
Grand Totals				603.30	52.0360

CHANGE ORDER #04

Date: 2/28/19 _____

To: Power City Electric
Spokane, WA

Job Name: Pavilion

P.O. Number: _____

PC Job Number: 420820

SCOPE OF CHANGE: RFP PAV-18

Add 12 each Cat 6 plenum cables (3 locations of 4 cables each). All pathway except j-hooks to be furnished by Power City Electric.

TOTAL ADDITION \$2,341.00.00

ACCEPTED BY:

Signature

Date

Print Name/Title

Department

CHANGE ORDER PROPOSAL (COP)

JOB NAME Power City Electric-Pavilion

COP #	<u> </u>	Date	<u>2/28/2019</u>
RFI #	<u> </u>	PowerCom JOB #	<u>420820</u>
	<u>RFP-18</u>	PowerCom COP #	<u> </u>

PROPOSAL DESCRIPTION: RFP PAV-18

LABOR COST		\$ 1,349
MATERIAL COST		\$ 635
EQUIPMENT COST		\$ -
SUBTOTAL		<u>\$ 1,984</u>
PERMIT		\$ -
SUB TOTAL		<u>\$ 1,984</u>
OVERHEAD	12%	\$ 238
PROFIT	6%	\$ 119
SUB TOTAL		<u>\$ 2,341</u>
SUB CONTRACTORS QUOTE		\$ -
OVERHEAD/PROFIT	4%	\$ -
SUB TOTAL		<u>\$ -</u>
B & O TAX	0.0000%	\$ -
SELLING PRICE		<u>\$ 2,341</u>

- NOTE** 1) Proposal valid for acceptance within 30 days.
2) Costs associated with the impact of multiple changes have not been included in this proposal. Those costs will be submitted separately once their magnitude has been determined.

POWERCOM CHANGE ORDER COST PROPOSAL

Description: Added Cables

FA #	0	DATE	01/29/19
RFI #	0	PowerCom JOB #	420820
		PowerCom COP #	

DIRECT LABOR COSTS

Technician labor (per attached)	<u>25</u>	Hours @	\$	45.18	1119
Safety 2.0% labor hours	0	Hours @	\$	45.18	22
Direct Supervision 15.0% labor hours	4	Hours @	\$	38.21	142
Field Engr	0	Hours @	\$	36.83	0
Cad Operator	0	Hours @	\$	22.50	0
Estimator	1	Hours @	\$	65.00	65
Clerical	0	Hours @	\$	22.25	0
Shift & Overtime premium					0
		<i>Total Direct Labor Cost</i>	\$		1,349

Material Costs (per attached)

Material (per attached)			\$	541
Storage 0.0% of material				0
Consumables 2.0% of craft labor				27
Small Tools 5.0% of craft labor				67
		<i>Total Material Cost</i>	\$	635

Equipment Cost (per attached)

	\$	-
	\$	-
<i>Total Equipment Cost</i>	\$	-
Total Sub Quotes		0

Top Sheet

Job Name Power City Electric-Pavilion

Scope of Work: RFP-18

Description	Qty	Price	Per	Ext	Labor	Per	Ext
Cat6 Plenum	720	\$ 0.50	E	\$ 360.00	0.014	E	10.08
Cat 6 Jacks	12	\$ 6.10	E	\$ 73.20	0.3	E	3.60
Faceplates	3	\$ 8.35	E	\$ 25.05	0.1	E	0.30
Copper Testing	12		E	\$ -	0.5	E	6.00
Patch Panel Termination	12	\$ 6.88	E	\$ 82.56	0.2	E	2.40
Copper Labeling	12	\$ -	E	\$ -	0.2	E	2.40
	0	\$ -	E	\$ -	0	E	-
	0	\$ -	E	\$ -	0	E	-
	0	\$ -	E	\$ -	0	E	-
		\$ -	E	\$ -		E	-
		\$ -	E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
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			E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
			E	\$ -		E	-
Document Review and Generation			E	\$ -		E	-
				\$ -			0
				\$ 540.81			
							24.78
							Labor Rate \$ 45.18
							Total Labor Cost \$ 1,119.44
							Total Material Cost \$ 540.81



MODERN DRYWALL, INC. E. 9516 First Ave., Spokane, WA 99206(509) 926-7554 Fax (509) 927-0439

Project Changes Log

6/13/2019 - 3:49 PM

Project:		Riverfront Park Pavilion											
Log Items:													
No.	ARCH. Ref. No.	GC Ref. No.	MDI Ref. No.	Date Originated	DESCRIPTION	Date Responded (Priced)	Date Approved	Estimated Costs	Estimated Profit	Amount Quoted	Amount Paid	Amount Outstanding	C/O NO.
					Original Contract Amount:			\$ 405,500.00				\$ 405,500.00	
1	Revised Plans			11/15/18	Revised Plan Proposal Deduct from Contract Amount			\$ 25,500.00				\$ 25,500.00	
2	AWA#10759			09/28/18	Added Exterior Framing and Sheathing in Separate Area from Pavilion			\$ 1,231.30				\$ 1,231.30	
3	AWA#18062			02/14/19	Reframe Operable Wall and Door Alcoves (Submittal Discrepancies)			\$ 2,527.40				\$ 2,527.40	
4	AWA#18063			02/14/19	Furr Out South Wall in Break 115 with Hat Channel and Gypsum Board Finish			\$ 1,521.44				\$ 1,521.44	
5	AWA#18065			03/05/19	Remove Drywall Previously Installed, Reframe, Rehang, Refinish in the 74 Room 110 at Operable Wall.			\$ 1,077.14				\$ 1,077.14	
6	RFI#036			01/28/19	Remove Gypsum Board Previously Installed to Create Air Plenum per			\$ 1,170.00				\$ 1,170.00	
7	ASI#036			02/01/19	Revised Storage Room 101 per ASI#036			\$ 965.00				\$ 965.00	
8	RFP#18_1			07/24/18	Owner Walk Through-Raise and Angle Soffit at Reception			\$ 820.00				\$ 820.00	
9	RFP#18_2			07/24/18	Owner Walk Through-Added Furring, Gypsum Board, and Finishes Rooms 203 and 210			\$ 3,985.00				\$ 3,985.00	
10	Revised Plan			03/14/19	Revised Corridor 117 and 118 Ceilings			\$ 3,400.00				\$ 3,400.00	
11	AWA#18066			04/01/19	Rework Operable Wall and Door Alcove from Incorrect Installation			\$ 2,524.00				\$ 2,524.00	
12	AWA#18067			04/30/19	Added Furring, Gypsum Board, and Level 4 Finish at South Wall Stair 1			\$ 3,202.80				\$ 3,202.80	
13	Labor Credit			05/22/19	Soundscape Cloud Installation Labor Credit			\$ 3,600.00				\$ 3,600.00	
14	FRP Package			06/07/09	FRP Package at Kitchen			\$ 6,800.00				\$ 6,800.00	
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													
32													
Totals:								\$ 405,624.08				\$ 124.08	
Original Contract Amount:											\$ 405,500.00		
Contract Sum Including Approved Changes:											\$ 405,624.08		
Contract Including Outstanding Changes :											\$ 124.08		

Mead, Lorraine

From: Jack Schneider <JSchneider@nacarchitecture.com>
Sent: Thursday, June 27, 2019 10:35 AM
To: Mead, Lorraine
Cc: Rob Kuffel
Subject: RE: RFP #18 CO

Hello Lorraine,

I have reviewed the electrical component of the CO and find it appropriate.

Thanks
Jack

Jack Schneider PE, LC, LEED AP
NAC Engineering

From: Mead, Lorraine <LorraineMead@hillintl.com>
Sent: Monday, June 17, 2019 8:44 AM
To: Jack Schneider <JSchneider@nacarchitecture.com>; Nathon O'Neel <NONeel@nacarchitecture.com>
Subject: FW: RFP #18 CO

Team,

Can you review the electrical portion of this change? I attached RFP#18 so you could see the scope.

Thanks,
Lorraine

From: Scott Battaglia <scottb@garco.com>
Sent: Friday, June 14, 2019 8:32 AM
To: Mead, Lorraine <LorraineMead@hillintl.com>
Cc: Robert Decker <robertd@garco.com>
Subject: RFP #18 CO

Lorraine,

See attached for your review.

Thanks,

Scott Battaglia
Garco Construction
scottb@garco.com
509-370-8767



RIVERFRONT PARK MODERIZATION

Request for Proposal (RFP)

Project Name:	PAVILION	RFP No:	PAV 05
Project No.	SC6B0322000	Date:	5/14/18
Owner:	Spokane Parks & Recreation		
Contractor:	Garco Construction	Architect/Eng:	NAC/Berger/Jacobs

Please furnish your proposal for performing the changes outlined below and/or detailed on the attachments if applicable. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, and equipment. It should also include any schedule impact if applicable.

Description: Provide pricing for the following proposed changes that were part of the 90% CD review. Please provide a separate price for each items so that each can be evaluated and chosen separately.

- Add 4 more Utility Posts with water, for a total of 7 in the under the Cable Net Structure.
- Provide Design and Price to change the Pavilion Floor from Asphalt to Concrete.
- Provide Design and Price to allow 3 spot lights be placed on the Elevation Experience Platform for Events.
- Provide Design and Price to add the Ring Stairs back into the Project:
 - Lower Stairs
 - Upper Stairs
- Provide Design and Price to add a Dock Leveler with raised platform and ramp.
- Provide Design and Price to add another Exit on the east end of the ring.
- Omit Concrete Band in asphalt area west of the Administration Building.

The Edging was also deleted by mistake and needed to be added back to the project.

Riverfront Park Pavilion



RFP# 5 - Add 1' x 8" Exposed Aggregate Concrete Band
back into project scope

Garco Construction, Inc.

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Delete 1'x8" Exposed Aggregate Concrete Band	1.0	LS				21,270	-	-	-	21,270	21,270
SUB-TOTALS								-	-	-	21,270	21,270
ADD-ONS:								OH&P: on Garco (as subcontractor) self-performed work.				-
								OH&P: on Garco (as subcontractor) subcontracted work				851
								SUB-TOTAL				22,121
								Insurance				221
								Bond Premium				166
								SUB-TOTAL				22,508
								B & O Tax				104
								TOTAL - POTENTIAL CHANGE ORDER				\$ 22,612
								AGREED UPON PRICE				\$ 18,000

SPECIFIC EXCLUSIONS:

1. WSST,

per LM + CW
6/24/19

Quote

Date: 5/8/2018

Job Name: US Pavilioin Site Concrete - 90% Plans
Garco

Item #	Description	Unit	Quantity	Price Per	Total
	1' Wide Exposed Aggregate Band - 1' x 8"	lf	806	\$26.39	\$21,270.34

This quote may be withdrawn if not accepted within 14 days

Notes:

Price above includes the following mobilizations:

0.00

Additional mobilization:

Price excludes staking, testing, restoration, traffic control, cold weather protection, joint sealing and gravel. Subgrade for curb machine to be 5' wide at grade of trimmable material. Otherwise, subgrade on grade. Final quantities to be field measured. General or Owner to provide wash-out tubs if required.

ITEM #3

RFP - Howard Street Promenade Project



Garco Construction, Inc.

Time/Material
Mid Promenade Unforeseen Conditions

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
02001-00	Misc. Equipment/Fuel Charges	1.0	MO	-	-	68,879		-	-	68,879	-	68,879
02001-00	Action Materials (Import Material Needed) See attached invoices	1.0	LS	-	51,469			-	51,469	-	-	51,469
02001-00	Unforeseen Conditions- Labor	✓ 338.0	MH	54.48	-			18,415	-	-	-	18,415
02017-00	Sick Leave Allocation	✓ 338.0	MH	0.875				296	-	-	-	296
				-				-				-
SUB-TOTALS								18,711	51,469	68,879	-	139,059
ADD-ONS:								OH&P: on Garco (as subcontractor) self-performed work.				
								5.00% (of Labor, Material & Equip.)				6,953
								OH&P: on Garco (as subcontractor) subcontracted work				-
								4.00% (of Subcontract)				-
SUB-TOTAL											146,012	
Insurance								1.00% (of Subtotal)				1,460
Bond Premium								0.75% (of Subtotal)				1,095
SUB-TOTAL											148,567	
B & O Tax								0.47% (of Subtotal)				698
TOTAL - POTENTIAL CHANGE ORDER												\$ 149,265

SPECIFIC EXCLUSIONS:

WSST, Mid Howard Street or Pavilion
Unforeseen conditions

Report

Job:
Phase:172100
0200200Job Status:
Phase Status:Active
Active, Inactive, Complete

GARCO CONSTRUCTION INC

Job Cost History Report From Inception To 06/04/19

UnPosted?

Including P.O. Receipts and Payroll in Progress

Unit of

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Job: 172100 US PAVILION/PROMENADE							
Phase: 02002-00 MID HOWARD PROMENADE Cost Type: E Equipment							
07/30/18	AP	GMEHEA	GMEINER HEAVY HAUL LLC	Invoice 1460 dated 7/23/18			
07/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0828986 dated 7/27/18			
07/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0829086 dated 7/30/18			
08/31/18	EQ	DDR003	Drum Roller, 66 smooth "	Rate: 0.00			
08/31/18	EQ	DME002	Mini Excavator	Rate: 0.00			
08/31/18	EQ	DTH001	Trackhoe Excavator 225LC	Rate: 0.00			
08/31/18	EQ	DTH004	Trackhoe Excavator PC400LC-7	Rate: 0.00			6,324.71 ✓ Aug
08/31/18	EQ	DTR001	PETERBUILT TRACTOR	Rate: 0.00			
08/31/18	EQ	DWT002	Water Truck 740	Rate: 0.00			
08/31/18	EQ	GPG063	Gas Generator 6500 watt	Rate: 0.00			
08/31/18	AP	STAREN	STAR RENTALS	Invoice 303683C-13 dated 8/ 8/18			
08/31/18	AP	STAREN	STAR RENTALS	Invoice 311965B-13 dated 8/ 9/18			
08/31/18	AP	UNIREN	UNITED RENTALS, INC.	Invoice 157107691-006 dated 8/15/18			3,878.07 ✓ Aug
08/31/18	JC	EQ Use Tax	Use Tax on Aug. EQ rentals				693.93 ✓
08/28/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0829702 dated 8/ 6/18			
08/28/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0829940 dated 8/ 8/18			
08/30/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0829311 dated 8/ 1/18			
08/30/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0831358 dated 8/27/18			
08/30/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0831607 dated 8/29/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0301671 dated 8/31/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830177 dated 8/10/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830270 dated 8/13/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830465 dated 8/15/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830545 dated 8/15/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830715 dated 8/17/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0830807 dated 8/21/18			
08/31/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0831205 dated 8/23/18			
09/17/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0831912 dated 9/ 4/18			
09/17/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0832144 dated 9/ 6/18			
09/17/18	AP	ELJAYX	ELJAY OIL CO. INC.	Invoice 0832338 dated 9/10/18			
09/30/18	AP	STAREN	STAR RENTALS	Invoice 283873G-13 dated 9/ 4/18			

Rock Hammer

09/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 303683D-13 dated 9/ 5/18		
09/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 311965C-13 dated 9/14/18		
09/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 327841A-13 dated 9/14/18		
09/30/18	AP <u>UNIREN</u>	UNITED RENTALS, INC.	Invoice 157107691-007 dated 9/12/18	<i>Hammel</i>	3,878.07 ✓ <i>Sept</i>
09/30/18	EQ DME002	Mini Excavator	Rate: 0.00		
09/30/18	EQ DTH001	Trackhoe Excavator 225LC	Rate: 0.00		
09/30/18	EQ DTH004	Trackhoe Excavator PC400LC-7	Rate: 0.00	<i>partial \$550/mo</i>	1,649.93 ✓
09/30/18	EQ DTR001	PETERBUILT TRACTOR	Rate: 0.00		
09/30/18	EQ DWT002	Water Truck 740	Rate: 0.00		
09/30/18	EQ GPG063	Gas Generator 6500 watt	Rate: 0.00		
09/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0301795 dated 9/19/18		
09/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0826896 dated 9/ 1/18		
09/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0832575 dated 9/12/18		
09/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0832796 dated 9/14/18		
09/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0832887 dated 9/17/18		
09/30/18	JC Sept EQ UT	Record use tax on equip rental			288.20 ✓
10/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 345382-13 dated 10/ 2/18		
10/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 303683E-13 dated 10/ 3/18		
10/30/18	AP <u>UNIREN</u>	UNITED RENTALS, INC.	Invoice 157107691-008 dated 10/10/18	<i>Hammel</i>	3,878.07 ✓ <i>Oct</i>
10/31/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 303683F-13 dated 10/31/18		
10/31/18	EQ DDT005	Dump Truck, Diesel, 12 yard	Rate: 0.00		3,881.25 ✓ <i>Oct</i>
10/31/18	EQ DLP013	LIGHT TOWER, DIESEL	Rate: 0.00		
10/31/18	EQ DME002	Mini Excavator	Rate: 0.00		
10/31/18	EQ DPG008	Generator, Diesel	Rate: 0.00		
10/31/18	EQ DTH001	Trackhoe Excavator 225LC	Rate: 0.00		
10/31/18	EQ DTH004	Trackhoe Excavator PC400LC-7	Rate: 0.00		6,324.71 ✓ <i>Oct</i>
10/31/18	EQ DTR001	PETERBUILT TRACTOR	Rate: 0.00		
10/31/18	EQ DWT002	Water Truck 740	Rate: 0.00		
10/31/18	EQ GAC021	Gas Air Compressor	Rate: 0.00		
10/31/18	EQ GPG063	Gas Generator 6500 watt	Rate: 0.00		
10/31/18	EQ RTS001	Robotic Total Station	Rate: 0.00		
10/31/18	EQ TRLD002	Trailer, Side Dump, 35' Tub	Rate: 0.00		
10/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0834755 dated 10/10/18		
10/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0834963 dated 10/12/18		
10/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0834998 dated 10/12/18		
10/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0836099 dated 10/26/18		
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0301905 dated 10/31/18		
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0835286 dated 10/17/18		1,034.30 ✓
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0835552 dated 10/19/18		
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0835584 dated 10/22/18		
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0835829 dated 10/24/18		1,116.77 ✓
10/31/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0836159 dated 10/29/18		702.39 ✓

10/31/18	JC Oct. EQ UT	Record Use Tax in Oct. EQ rent		887.04	✓
11/30/18	AP <u>ACMCPA</u>	ACME CONCRETE PAVING INC	Invoice 2018-203 dated 11/28/18	19,000.00	✓ 40%
11/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 348092-13 dated 11/ 5/18	2,121.60	✓
11/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 303683G-13 dated 11/28/18	2,067.20	✓
11/30/18	AP <u>STAREN</u>	STAR RENTALS	Invoice 311965E-13 dated 11/ 1/18	179.52	✓
11/30/18	AP <u>UNIREN</u>	UNITED RENTALS, INC.	Invoice 157107691-009 dated 11/ 7/18	3,878.07	✓
11/30/18	EQ DLP013	LIGHT TOWER, DIESEL	Rate: 0.00	1,012.00	✓ Nov
11/30/18	EQ DPG008	Generator, Diesel	Rate: 0.00	371.25	✓ Nov
11/30/18	EQ GPU130	Dodge, 1/2T 4X4 Quadcab	Rate: 0.00	402.75	✓ 1/2 month
11/30/18	EQ RTS001	Robotic Total Station	Rate: 0.00	450.00	✓
11/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0836926 dated 11/ 7/18	455.83	✓
11/30/18	AP <u>ELJAYX</u>	ELJAY OIL CO. INC.	Invoice 0837488 dated 11/14/18	1,138.84	✓
12/31/18	EQ DLP017	LIGHT PLANT, DIESEL	Rate: 0.00	966.00	✓ Dec
01/31/19	EQ DFL024	Forklift, JLG, 10,000 lbs.	Rate: 0.00	2,299.43	✓ Jan

Loader 7/9 - 11/28
\$ 50,048

Subtotal for Phase: 02002-00 MID HOWARD PROMENADE Cost Type: E Equipment

0.00

0.00

68,879.93

Phase: 02002-00 MID HOWARD PROMENADE Cost Type: M Material

07/30/18	AP <u>ACMCPA</u>	ACME CONCRETE PAVING INC	Invoice 2018-107 dated 7/26/18	2,896.25	✓
07/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46430 dated 7/16/18	65.00 LS	
07/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46686 dated 7/25/18	350.00 LS	
07/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46801 dated 7/26/18	175.00 LS	
07/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180727 dated 7/27/18		
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46841 dated 8/ 1/18	377.86 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46949 dated 8/ 1/18	101.44 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 46984 dated 8/ 1/18	439.09 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47127 dated 8/ 6/18	450.73 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47171 dated 8/ 7/18	217.48 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47217 dated 8/ 8/18	102.99 LS	
08/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47261 dated 8/ 9/18	36.89 LS	
08/30/18	AP <u>GMEHEA</u>	GMEINER HEAVY HAUL LLC	Invoice 1478 dated 8/ 3/18		
08/30/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180801 dated 8/ 1/18		
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47455 dated 8/15/18	400.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47488 dated 8/16/18	248.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47615 dated 8/21/18	50.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47665 dated 8/22/18	220.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47708 dated 8/23/18	500.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47784 dated 8/24/18	200.00 LS	
08/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47825 dated 8/27/18	500.00 LS	
08/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180823 dated 8/23/18		
08/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180827 dated 8/27/18		
08/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180828 dated 8/28/18		

08/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180828 dated 8/28/18				
08/31/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180828 dated 8/28/18				
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48555 dated 9/18/18	250.00 LS			
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48619 dated 9/19/18	210.00 LS			
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48662 dated 9/20/18	240.00 LS			
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2135 dated 9/17/18		1,000.00		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2151 dated 9/18/18		2,531.25		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2170 dated 9/19/18		425.00		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2191 dated 9/20/18		600.00		✓
09/30/18	AP <u>ROLROC</u>	ROLLING ROCK EXCAVATING, INC.	Invoice 134 dated 9/28/18		1,264.80		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 47584 dated 9/ 1/18	150.00 LS	1,575.10		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48199 dated 9/ 7/18	210.00 LS	2,120.30		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48273 dated 9/10/18	230.00 LS	2,339.80		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48310 dated 9/11/18	232.00 LS	2,327.90		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48473 dated 9/14/18	56.00 LS	565.90		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48512 dated 9/17/18	240.00 LS	2,417.20		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48586 dated 9/11/18	6.75 LS	911.25		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48768 dated 9/24/18	225.00 LS	2,250.00		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48818 dated 9/25/18	396.00 LS	3,529.64		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48818 dated 9/25/18		432.18		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48880 dated 9/26/18	47.00 LS	237.75		✓
09/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 48922 dated 9/27/18	62.00 LS	4,632.73		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2009 dated 9/ 5/18		1,600.00		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2021 dated 9/ 6/18		2,000.00		✓
09/30/18	AP <u>PROREC</u>	PRO RECYCLE LLC	Invoice 2037 dated 9/ 7/18		400.00		✓
10/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 49086 dated 10/ 2/18	300.00 LS	3,322.60		✓
10/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 49299 dated 10/ 8/18	220.00 LS	2,204.16		✓
10/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 49362 dated 10/ 9/18	190.00 LS	1,976.80		✓
10/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 49952 dated 10/24/18 idk if you	79.29 LS	503.40		✓
10/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 49999 dated 10/25/18	330.00 LS	3,314.18		✓
10/31/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 50136 dated 10/29/18	50.00 LS	117.26		✓
11/27/18	AP <u>RJMORS</u>	RJ MORSE	Invoice 180904 dated 11/ 1/18		440.00		✓
11/30/18	AP <u>ACTMAT</u>	ACTION MATERIALS INC.	Invoice 50745 dated 11/14/18	330.00 LS	3,533.87		✓

Subtotal for Phase: 02002-00 MID HOWARD PROMENADE Cost Type: O Other

0.00 5,134.48 51,469.32



Report Selections:

Equipment ALL
 Equipment type: ALL
 Job: 172100
 Phase: 0200200

Cost type: ALL
 Status: ALL
 Revenue type: Job and Rental
 Status type: Active, Inactive

From transaction date: 08/01/18
 To transaction date: 01/31/19
 Cost Group : ALL

GARCO CONSTRUCTION INC

Equipment Revenue History Report

Transaction Date	Revenue Type	Rate Type	Usage Hours	Stand-By Hrs / Qty	Rate	Extension	Job / Description	Phase / Description	Cost Type
Equipment: DDR003 04 INGERSOLL RAND SD-77DX Drum Roller, 66 smooth "									
08/31/18	Job	Month		1.15	2,925.00	3,363.75	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.15		3,363.75			
Equipment: DDT005 99 KENWORTH T80 Dump Truck, Diesel, 12 yard									
10/31/18	Job	Month		1.15	3,375.00	3,881.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.15		3,881.25			
Equipment: DFL024 JLG G10-55A Forklift, JLG, 10,000 lbs.									
01/31/19	Job	Month		1.15	1,999.50	2,299.43	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.15		2,299.43			
Equipment: DGH002 THAWZALL 12HU Heater, Ground Thaw & Concrete									
01/31/19	Job	Month		0.60	5,850.00	3,510.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	0.60		3,510.00			
Equipment: DLP013 09 ALLMAND NL8 LIGHT TOWER, DIESEL									
10/31/18	Job	Day		1.00	77.00	77.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
11/30/18	Job	Month		1.10	920.00	1,012.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	2.10		1,089.00			
Equipment: DLP017 MAGNUM PRO MLT3060K LIGHT PLANT, DIESEL									
12/31/18	Job	Month		1.05	920.00	966.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.05		966.00			
Equipment: DME002 HITACHI Z50U Mini Excavator									
08/31/18	Job	Month		1.15	2,801.25	3,221.44	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	2,801.25	2,801.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E

GARCO CONSTRUCTION INC

Equipment Revenue History Report

Transaction Date	Revenue Type	Rate Type	Usage Hours	Stand-By Hrs / Qty	Rate	Extension	Job / Description	Phase / Description	Cost Type
10/31/18	Job	Month		1.15	315.00	362.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.15		362.25			
Equipment: GCC006 TARGET PAC IV Concrete Saw									
09/30/18	Job	Month		0.60	438.75	263.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	0.60		263.25			
Equipment: GML006 SKYJACK SJ3220 Man(Scissor Lift) Elec, 20FT									
12/31/18	Job	Month		1.00	350.25	350.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
01/04/19	Job	Month		0.20	350.25	70.05	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.20		420.30			
Equipment: GML018 GENIE INDUSTRIES GS1930 Man(Scissor)Lift, Elec, 19FT									
01/31/19	Job	Month		1.00	350.25	350.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.00		350.25			
Equipment: GPG063 15 HONDA EB6500XAT Gas Generator 6500 watt									
08/31/18	Job	Month		1.15	337.50	388.13	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	337.50	337.50	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	337.50	388.13	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	3.30		1,113.76			
Equipment: GPU127 15 DODGE RAM 2500 Dodge, 3/4T 4X4 Crewcab									
10/31/18	Job	Month		1.15	824.50	948.18	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.15		948.18			
Equipment: GPU130 15 DODGE RAM 1500 Dodge, 1/2T 4X4 Quadcab									
09/30/18	Job	Week		2.00	268.50	537.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Week		2.50	268.50	671.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
11/30/18	Job	Week		1.50	268.50	402.75	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	6.00		1,611.00			
Equipment: GUV001 JOHN DEERE GATOR TS 4X2 Utility Vehicle, 4X2									

GARCO CONSTRUCTION INC

Equipment Revenue History Report

Transaction Date	Revenue Type	Rate Type	Usage Hours	Stand-By Hrs / Qty	Rate	Extension	Job / Description	Phase / Description	Cost Type
10/31/18	Job	Month		1.15	2,801.25	3,221.44	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	3.30		9,244.13			
Equipment: DPG008 GENERAC MAGNUM MMG25IF4 Generator, Diesel									
10/31/18	Job	Month		1.15	337.50	388.13	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
11/30/18	Job	Month		1.10	337.50	371.25	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	2.25		759.38			
Equipment: DTH001 06 JOHN DEERE 225LC Trackhoe Excavator 225LC									
08/31/18	Job	Month		1.15	4,800.00	5,520.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	4,800.00	4,800.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	4,800.00	5,520.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	3.30		15,840.00			
Equipment: DTH004 05 KOMATSU PC400LC Trackhoe Excavator PC400LC-7									
08/31/18	Job	Month		1.15	5,499.75	6,324.71	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		0.30	5,499.75	1,649.93	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	5,499.75	6,324.71	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	2.60		14,299.35			
Equipment: DTR001 96 PETERBILT 385 PETERBUILT TRACTOR									
08/31/18	Job	Month		0.25	1,350.00	337.50	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	1,350.00	1,350.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		0.50	1,350.00	675.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.75		2,362.50			
Equipment: DWT002 06 INTERNATIONAL STK 33.4751, 7400 Water Truck 740									
08/31/18	Job	Month		1.15	2,200.50	2,530.58	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	2,200.50	2,200.50	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	2,200.50	2,530.58	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	3.30		7,261.66			
Equipment: GAC021 Gas Air Compressor									

GARCO CONSTRUCTION INC
Equipment Revenue History Report

Transaction Date	Revenue Type	Rate Type	Usage Hours	Stand-By Hrs / Qty	Rate	Extension	Job / Description	Phase / Description	Cost Type
08/31/18	Job	Month		1.15	249.75	287.21	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	249.75	249.75	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	249.75	287.21	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	3.30		824.17			
Equipment: RTS001 SOKKIA SRX-5 Robotic Total Station									
09/30/18	Job	Week		2.00	300.00	600.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Week		2.50	300.00	750.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
11/30/18	Job	Week		1.50	300.00	450.00	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	6.00		1,800.00			
Equipment: SWP006 CE ATTACHMENT INC SWEEPER ATTACHMENT									
08/31/18	Job	Month		1.15	750.00	862.50	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.15		862.50			
Equipment: GPU150R 16 DODGE RAM 1500 Dodge 1/2T 4X4 Quadcab									
08/31/18	Job	Month		1.15	824.51	948.19	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	824.51	824.51	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		1.15	824.51	948.19	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	3.30		2,720.89			
Equipment: TRLD002 08 SDI TRI-AXLE Trailer, Side Dump, 35' Tub									
08/31/18	Job	Month		0.25	499.50	124.88	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
09/30/18	Job	Month		1.00	499.50	499.50	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
10/31/18	Job	Month		0.50	499.50	249.75	172100 US PAVILION/PROMENADE	02002-00 MID HOWARD PROMENADE	E
Equipment Total:			0.00	1.75		874.13			
Report Total:			0.00	53.60		77,027.13			



Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS								
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL				
	Clearwater Summit adding Burberry Bushes to Existing Mounds for safety.	1.0	LS				2,974.90	-	-	-	2,975	2,975				
			LS					-	-	-	-	-				
			LS					-	-	-	-	-				
			LS					-	-	-	-	-				
			LS					-	-	-	-	-				
SUB-TOTALS								-	-	-	2,975	2,975				
ADD-ONS:												Mim				
								OH&P: on Garco (as subcontractor) self-performed work.				15.00% (of Labor, Material & Equip.)				-
								OH&P: on Garco (as subcontractor) subcontracted work				4.00% (of Subcontract)				119
								SUB-TOTAL				3,094				
Insurance								1.00% (of Subtotal)				31				
Bond Premium								0.75% (of Subtotal)				23				
								SUB-TOTAL				3,148				
B & O Tax								0.47% (of Subtotal)				15				
TOTAL - CHANGE ORDER REQUEST												\$ 3,163				

SPECIFIC EXCLUSIONS:

1. WSST

**6/4/2019****RE: Install plantings Atop Mounds**

Cut and remove sod, install 2 gallon barberry (18" o.c.) to create barrier at edge of turf and basalt slopes. Onsite meeting with Berry, Scott, Pete and myself was held to go over the layout and agreed that the irrigation for the barberries would come from the existing rotors that were installed. the rotors would be moved to the front of the barberries and opened up to overshoot the bed area. Basalt chip to be used for mulch in beds and shovel cut edge between turf and bed.

Materials	QTY	Unit Measur	Unit Cost	Total Cost
Plants	140	EA	\$ 15.00	\$ 2,100.00
Basalt Chip 5/8"	1	CY	\$ 15.21	\$ 15.21
Total Material Cost				\$2,115.21

Labor

Working Foreman	1	Hrs	\$ 55.00	\$ 55.00
Landscape Labor	9	Hrs	\$ 45.00	\$ 405.00
Total Labor Cost				\$ 460.00

Equipment

Skid Steer	0.25	Hrs	\$ 46.63	\$ 11.66
Mini Excavator		Hrs	\$ 46.76	\$ -
Crew Truck		Days	\$ 120.00	\$ -
Total Equipment Cost				\$ 11.66

Total Material, Labor & Equipment **\$2,586.87**

Subtotal **\$2,586.87**
Overhead & Profit - 15% **\$ 388.03**

Total **\$2,974.90**

Project Manager

Carlos Lima

Email: Clima@clearwatersummitgroup.com

Cell: 208-818-4073



Hill International

6/28/19

Mid-Promenade Safe Mounding

Based on the subcontractor quote - we believe this represents a fair and reasonable cost for this work.

Lorraine Mead

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution from Spokane Parks and Recreation Board of Directors, requesting a second installment from the Spokane Investment Pool (SIP) in the amount of \$2,500,000 to upgrade four City golf course irrigation systems, and other on-course and off-course improvements over the next four years.

WHEREAS, Spokane Parks and Recreation owns and operates four municipal golf courses open to the public, and

WHEREAS, after several decades of continuous operation, each City course is in need of major capital improvements, and

WHEREAS, the quality of the golf experience is directly correlated to course conditions, and

WHEREAS, Golf is operated as a City Enterprise Fund and must recover 100% of all expenditures each year, and

WHEREAS, Green fees paid by each golf participant account for Golf Fund revenues, and

WHEREAS, the Park Board desires to improve the condition of each course and improve the opportunity for additional revenue sources through both golf and non-golf opportunities, and

WHEREAS, Parks and Recreation has established a golf facility impact fee, earmarked to repay the SIP loan over the next 15 years of debt service, and

WHEREAS, the Park Board approved a \$7,500,000 SIP loan, with the first installment issued in 2018 at the amount of \$2,500,000 with future loan draw requests coming in the form of an annual Resolution, with the flexibility to adjust the schedule of borrowing, within the total amount stated above, and

WHEREAS, construction will continue in the fall of 2019, commencing with the installation of new irrigation system at Esmeralda golf course, along with the design of a new irrigation system at either Downriver or Qualchan golf course, and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board request a second installment from the Spokane Investment Pool (SIP) in the amount of \$2,500,000, said loan to be repaid over a 15-year term, with facility impact fees attached to the green fees associated with each round of golf to provide revenue for debt service of the SIP loan.

IT IS FURTHER RESOLVED, the Park Board, by way of Resolution, will request future loan disbursements for golf course improvements, as needed, with the total loan not to exceed \$7,500,000.

Dated this ____ day of July 2019.

Park Board President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

02/12/18
AGENDA SHEET FOR PARK BOARD MEETING OF: Feb. 8, 2018



Submitting Division
Parks & Recreation

Contact Person
Jason Conley

Phone No.
625-6211

OPR 2018-0094

Department: ☒ Finance ☐ Operations ☒ Recreation/Golf ☐ Riverfront Park

Committee: ☒ Finance ☒ Golf ☐ Land ☐ Recreation ☐ Riverfront ☐ UFTC

Type of contract: ☐ New ☐ Renewal ☐ Amendment ☐ Extension ☐ Other

Beginning date: _____ Expiration date: _____ Open ended ☐

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

AGENDA WORDING:

Approval of resolution requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000, said to be repaid over a 15-year term, with facility impact fees attached to the green fees associated with each round of golf, with the 2018 loan disbursement to be in the amount of \$2,500,000 with disbursements and debt services to be generally in conformance with Exhibit A.

BACKGROUND:

(Attach additional sheet if necessary)

Request for a (SIP) loan in the amount of \$7,500,000 to upgrade four City golf course irrigation systems and other on-course and off-course improvements.

RECOMMENDATION:

Approve the resolution seeking a (SIP) loan in the amount of \$7,500,000 with the 2018 loan disbursement in the amount of \$2,500,000.

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

Park Board Resolution and associated Exhibit.

SIGNATURES:

Requester - Jason Conley

Dept. Manager

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Qureshi

Legal Dept. - Pat Dalton

RECEIVED

DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant

Requester: _____

FEB 12 2018

CITY CLERK'S OFFICE

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

Feb. 8, 2018

Fiscal Impact**Expenditure:**

Revenue:

Budget Account

☐

Existing vendor

☐

New vendor – If so, please include vendor packet

☐**Supporting documents:**☐

Quotes/Solicitation (RFP, RFQ, RFB)

☐

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

☐

Spokane Business registration expiration date: _____

☐

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

☐

(for new contractors/consultants/vendors) Insurance

☐

Certificate (minimum \$1 million in General Liability)

CITY OF SPOKANE PARK BOARD**RESOLUTION**

A Resolution from the Spokane Park Board, requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000 to upgrade four City golf course irrigation systems and other on-course and off-course improvements over the next five years.

WHEREAS, Spokane Parks and Recreation owns and operates four municipal golf courses open to the public, and

WHEREAS, after several decades of continuous operation, each City course is in need of major capital improvements, and

WHEREAS, the quality of the golf experience is directly correlated to course conditions, and

WHEREAS, Golf is operated as a City Enterprise Fund and must recover 100% of all expenditures each year, and

WHEREAS, Green fees paid by each golf participant account for Golf Fund revenues, and

WHEREAS, the Park Board desires to improve the condition of each course and improve the opportunity for additional revenue sources through both golf and non-golf opportunities, and

WHEREAS, Parks and Recreation has established a golf facility impact fee, earmarked to repay the SIP loan over the next 15 years of debt service, and

WHEREAS, the Park Board is requesting a \$7,500,000 SIP loan, with the first installment to be issued in 2018 at the amount of \$2,500,000 with future loan draw requests coming in the form of annual Resolution, with the flexibility to adjust the schedule of borrowing, within the total amount stated above, and

WHEREAS, construction will start in the fall of 2018, commencing with the installation of new irrigation system at Indian Canyon golf course, along with the design of a new irrigation system at Esmeralda golf course, and

WHEREAS, Parks and Recreation staff have agreed to confirm the compensation to be paid each affected golf professional prior start of any construction, to identify the source of funds for such compensation, and to have such compensation approved by the Park Board prior to commencement of any construction, and

WHEREAS, the Golf Fund is hiring a Golf Manager who will work with the Park Board to seek out additional revenue funding sources by jointly creating a golf strategic plan that will explore sponsorships, event marketing, golf, and non-golf revenue activities at each course, and

WHEREAS, the Park Board will commit to review all Golf Fund expenditures and determine if the Park Fund is incorrectly appropriating internal expenditures to the Golf Fund, and

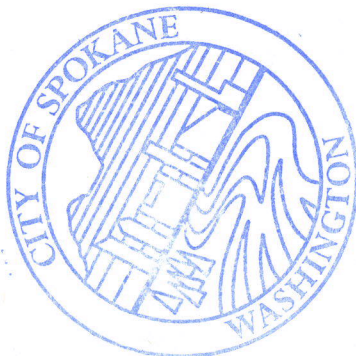
WHEREAS, the Park Board will commit to review all Park Fund revenues and determine if the Park Fund is correctly appropriating the proper pro rata share of revenues to the Golf Fund, and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board request a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000, said loan to be repaid over a 15-year term, with facility impact fees attached to the green fees associated with each round of golf to provide revenue for debt service of the SIP loan, and with the 2018 loan disbursement to be in the amount of \$2,500,000, with disbursements and debt services to be generally in conformance with attached Exhibit A, as circumstances dictate, and


IT IS FURTHER RESOLVED, the Park Board, by way of Resolution, will request future loan disbursements for golf course improvements as needed, with the total loan not to exceed \$7,500,00, and

IT IS FURTHER RESOLVED, prior to commencement of any construction, Parks and Recreation staff shall confirm the compensation to be paid each affected golf professional and identify the source of funds for such compensation, and shall have such compensation approved by the Park Board.


Dated this 8th day of February 2018.



Attest:




City Clerk (02/12/18)



Park Board President

Approved as to form:



Assistant City Attorney

Public Safety Capital

SIP Loan//	Annual	Semi-Annual	Rate Calc	2/5/2018	interpolated	add 75 bp's
Assumed Rate		3.60%	10 yr treasury	2.77%		
Periods	15	30	20 yr treasury	2.92%		
			15 yr treasury		2.85%	3.60%

Department Capital:

	2018	2019	2020	2021	Capital
Golf	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ -	\$ 7,500,000
Available Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Total to be Financed	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ -	\$ 7,500,000

Debt Service:

	1 2018	2 2019	3 2020	4 2021	5 2022	6 2023	7 2024	8 2025	9 2026	10 2027	11 2028	12 2029	13 2030	14 2031	15 2032	16 2033	17 2034	18 2035
2018 Borrowings	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ -	\$ -	\$ -
2019 Borrowings		\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ -	\$ -
2020 Borrowings			\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ 217,082	\$ -
2021 Borrowings				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\$ 217,082	\$ 434,163	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 651,245	\$ 434,163	\$ 217,082	\$ -
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# Rounds	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000	146,000
Cap Fac Fee	\$ 2.00	\$ 3.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Available Funding:	\$ 292,000	\$ 438,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000	\$ 730,000
Excess Available	\$ 74,918	\$ 3,837	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 78,755	\$ 295,837	\$ 512,918	\$ 730,000
Cumulative Excess		\$ 78,755	\$ 157,510	\$ 236,266	\$ 315,021	\$ 393,776	\$ 472,531	\$ 551,286	\$ 630,042	\$ 708,797	\$ 787,552	\$ 866,307	\$ 945,063	\$ 1,023,818	\$ 1,102,573	\$ 1,398,410	\$ 1,911,328	\$ 2,641,328