



Spokane Park Board
3:30 p.m. Thursday, April 9, 2020
WebEx teleconferencing meeting
Spokane, Washington

Park Board Members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- Nick Sumner (absent/excused)
- X Rick Chase
- X Greta Gilman
- Sally Lodato (absent/excused)
- X Gerry Sperling
- X Barb Richey
- X Lori Kinnear – City Council liaison

Parks Staff:

- Jason Conley
- Mark Buening
- Berry Ellison
- Pamela Clarke

Guests:

- Hannalee Allers

MINUTES

1. **Roll Call:** *Pamela Clarke*
See above
2. **Additional or deletions to the agenda:**
A. None
3. **Public comment:**
A. None
4. **Consent agenda:**
A. Administrative and committee-level items
 - 1) [March 19, 2020, regular Park Board meeting minutes](#)
 - 2) [Claims – March 2020 \(\\$1,706,353.02\)](#)
 - 3) [SPVV contract amendment #2/West Havermale design \(\\$7,800, no tax\)](#)
 - 4) [Spokane Parks Foundation MOU no-cost extension #2](#)
 - 5) [Ditches Unlimited, Inc., change order #4/Manito Park Mirror Pond \(\\$28,266.22, tax inclusive\)](#)

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #5, as presented.

Bob Anderson seconded.

Motion passed with unanimous consent (7-0 vote).

5. **Special Guests:**
A. None

Financial report and budget update: – *Mark Buening* provided the [March financial report and budget update](#). The March operating expenditures for the Park Fund are exceeding the historic budget average by almost \$436,000. Year-to-date revenues are exceeding the budget average

about \$150,000. Revenues are exceeding expenditures approximately \$1.68 million. The March operating expenditures for the Golf Fund is about \$1,450 less than the budget average. Year-to-date revenues are exceeding the budget average almost \$257,000. Revenues are exceeding expenditures almost \$176,000 year-to-date.

6. **Special discussion/action items:**

A. None

7. **Committee reports:**

Urban Forestry Tree Committee: (The March 31 meeting was canceled.) *Rick Chase*

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. May 5, 2020.

Golf Committee: (The April 7 meeting was canceled.) *Gerry Sperling*

A. Action items: None

B. The next scheduled meeting is 8 a.m., May 12, 2020.

Land Committee: (The April 1 meeting was canceled.) *Greta Gilman*

A. Action items: None

B. The next scheduled meeting is 4 p.m. May 6, 2020.

Recreation Committee: (The April 1 meeting was canceled.) *Sally Lodato*

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. May 6, 2020.

Riverfront Park Committee: April 6, 2020, *Jennifer Ogden*

A. [Spokane Public Facilities District ramp connection agreement/Riverfront Park north bank and SportsPlex \(\\$400,000, tax inclusive\)](#) – *Berry Ellison* presented the proposed ramp connection agreement with Spokane Public Facilities District to connect the north bank of Riverfront Park with the SportsPlex facility in the amount of \$400,000, tax inclusive. Mr. Ellison provided an overview of the site which is a shared-use area managed by Parks and the SPFD near Mallon Avenue. The 20-foot descent on the basalt bluff, connects the Riverfront Park Promenade with the south end of the Sportsplex facility site. This agreement involves the development of a public, switchback walking path crossing a property boundary. Lydig Construction would design and construct the pathway, and scope of work includes concrete flatwork, landscaping, lighting, irrigation, materials/labor, permitting, and contingency budget. Once completed, Parks and SPFD would be responsible for maintenance costs on their respective sections of the connection ramp.

Motion No. 2: Jennifer Ogden moved to approve the ramp connection agreement with Spokane Public Facilities District, as presented, in the amount \$400,000, tax inclusive.

Rick Chase seconded.

Motion passed with unanimous consent (7-0 vote).

B. The next scheduled meeting is 3 p.m. May 11, 2020.

Finance Committee: April 7, 2020, *Bob Anderson*

A. All items were recommended as consent agenda items.

B. The next regularly scheduled meeting is 3 p.m. May 12, 2020.

8. **Reports:**

Park Board President: *Jennifer Ogden* thanked staff for working outside their regular job

scope as they deal with the coronavirus crisis. She also reminded the public there are two vacancies on the Park Board and applications are currently being accepted. She said she is hopeful that as the community experiences their renewed understanding of the importance of our parks and open spaces, particularly during this time of isolation, some citizens will consider serving on the Park Board.

Liaisons:

1. Conservation Futures – *Nick Sumner* - No report was given.
2. Parks Foundation – *Gerry Sperling* reported the next joint meeting with the foundation is scheduled for April 22.
3. City Council – *Lori Kinnear* gave an overview of a proposed resolution which will come before City Council on Monday that would reduce the speed limit to 20 mph around several city parks, including Manito, Mission and Audubon. With schools being closed until at least fall, combined with the already increased use of parks, she hopes the resolution will be put into effect immediately. Councilmember Kinnear proposes a year-round speed limit reduction on a two-year pilot basis allowing other parks and roads to be added over the course of the pilot program.

Director: Garrett Jones

A. Covid-19 update – Mr. Jones provided an overview of the Parks core service model which focuses on asset protection, staff and public safety, sanitation and a recovery plan. *Al Vorderbrueggen* is leading the response team while *Jennifer Papich* and *Jonathan Moog* are overseeing the recovery phase on how Parks will come out of this once restrictions are lifted. This time of year Parks typically hires hundreds of temp/seasonal employees to prepare for the busy season. Due to the pandemic, the division is operating with no temp/seasonal employees. This significantly impacts the level of service Parks is able to provide. Part of the response plan involves cross-training for current full-time employee so they will be equipped to perform a wider variety of tasks to make up for some of the lost workforce. Another key component of the plan involves community awareness and involvement. Mr. Jones explained staff is working on a rolling timeline on how programs and events will be added back as restrictions are lifted. He announced many of the public events and concerts planned for the next few months have been rescheduled to September and into fall. Mr. Jones extended his thanks to the Park Board and staff for their support in getting through the Covid-19 pandemic and proceeding on to recovery.

9. **Executive Session:**

A. None

10. **Correspondence:**

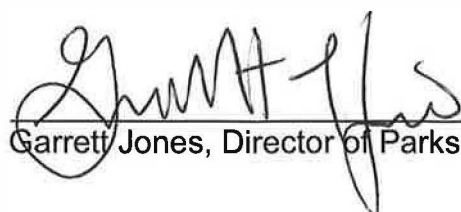
A. Letters/email: [Policy proposal email](#)

11. **Adjournment:** The meeting was adjourned at 4:09 p.m.

12. **Meeting Dates:**

- A. Committee meeting dates:
- Urban Forestry Committee: 4:15 p.m. May 5, 2020
 - Land Committee: 4 p.m. May 6, 2020
 - Recreation Committee: 5:15 p.m. May 6, 2020
 - Riverfront Park Committee: 3 p.m. May 11, 2020
 - Golf Committee: 8 a.m. May 12, 2020
 - Finance Committee: 3 p.m. May 12, 2020
- B. Park Board: 3:30 p.m. May 14, 2020
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:

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

Garrett Jones, Director of Parks and Recreation

Spokane Park Board

Briefing Paper



| | | | |
|--|---|-------------------------------|-------------------------------------|
| Committee | | | |
| Committee meeting date | | | |
| Requester | Pamela Clarke | Phone number: 625-6241 | |
| Type of agenda item | <input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action | | |
| Type of contract/agreement | <input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other | | |
| City Clerks file (OPR or policy #) | n/a | | |
| Item title: (Use exact language noted on the agenda) | March 19, 2020, regular Park Board meeting minutes | | |
| Begin/end dates | Begins: | Ends: | <input type="checkbox"/> Open ended |
| Background/history: Park Board minutes for the March 19, 2020, regular Park Board meeting | | | |
| Motion wording: Move to approve the Park Board minutes as presented as a consent agenda item. | | | |
| Approvals/signatures outside Parks: <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____ | | | |
| Distribution: | | | |
| Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ n/a | | | |
| Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div> | | | |



Special Spokane Park Board Meeting

3:30 p.m. March 19, 2020

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

Park Board Members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner (Call-in)
- X Rick Chase (Call-in)
- X Greta Gilman (Call-in)
- Sally Lodato (Absent/excused)
- X Gerry Sperling
- X Barb Richey (Call-in)
- Lori Kinnear – City Council
liaison(Absent/excused)

Parks Staff:

- Jason Conley
- Mark Buening
- Al Vorderbrueggen
- Jennifer Papich (Call-in)
- Jonathan Moog
- Amy Lindsey
- Dawn Frey
- Pamela Clarke

Guests:

- Brooklyn Franchino
- Luigi Franchino

MINUTES

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

A. See above

2. **Additional or deletions to the Agenda:**

A. None

3. **Consent agenda:**

A. Administrative and committee-level items

- 1) Feb. 13, 2020, regular Park Board meeting minutes
- 2) Claims – February 2020 (\$1,590,089.18)
- 3) 2020 turf and chemical value blanket (not to exceed \$195,000, tax inclusive)
- 4) Numerica Credit Union sponsorship agreement extension
- 5) Riverfront Park Committee meeting time change

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1-#5, as presented.

Bob Anderson seconded.

Motion passed with unanimous consent (7-0 vote).

4. **Special Guests:**

A. Lincoln Park garden request – *Luigi and Brooklyn Franchino* asked the board's permission to plant a succulent garden on a rocky slope at the edge of Lincoln Park. *Garrett Jones* reviewed a Parks policy and memorandum of understanding which outlines the procedure for community groups who are interested in planting a demonstration, education and/or food production garden on Park property. Since Parks does not grant individuals approval to plant gardens on park property, the Park Board and staff recommended the couple pursue the project by coordinating with interested neighbors and working with the Land Committee.

5. **Financial report and budget update:** – *Mark Buening*

A. Financial report format – Mr. Buening presented the newly formatted financial reports. The new layout is designed to provide simple graphic representations comparing actuals and budgeted figures for the operating expenditures and revenues of the Park and Golf funds.

B. 2019 year-end report – Mr. Buening presented the 2019 year-end report. The 2019 Park Fund operating expenditures exceeded the budgeted amount by \$295,000. The actual revenue was shy of the budgeted revenue by almost \$2.3 million. Last year's expenditures exceeded revenues by about \$959,000 for the Park Fund. The 2019 Golf Fund operating expenditures were about \$283,000 less than the budgeted amount. Actual revenue for the year was about \$107,000 less than the budgeted amount. Total revenues exceeded expenditures \$352,260 for the Golf Fund last year.

C. February financial report – Mr. Buening provided the February financial report and budget update. The February operating expenditures for the Park Fund is exceeding the budget average by almost \$20,000. Year-to-date revenues are exceeding the budget average about \$834,000. Revenues are exceeding expenditures approximately \$1.67 million. The February operating expenditures for the Golf Fund is about \$22,000 less than the budget average. Year-to-date revenues are exceeding the budget average almost \$113,000. Revenues are exceeding expenditures almost \$50,000 year-to-date.

6. **Special discussion/action items:**

A. None

7. **Committee reports:**

Urban Forestry Tree Committee: March 3, 2020, *Jennifer Ogden*

A. Action items: None

B. The March 31 meeting is canceled. The next committee meeting is tentatively scheduled for 4:15 p.m. May 5, 2020, at the Finch Arboretum Woodland Center's Willow Room.

Golf Committee: March 10, 2020, *Gerry Sperling*

A. Action items: None

B. The April 7 meeting is canceled. The next committee meeting is tentatively scheduled for 8 a.m. May 12, 2020, at the Finch Arboretum Woodland Center's Willow Room.

Land Committee: (The March 4 meeting was canceled.) *Greta Gilman*

A. Action items: None

B. The April 1 meeting is canceled. The next committee meeting is tentatively scheduled for 4 p.m. May 6, 2020, at the Finch Arboretum Woodland Center's Willow Room.

Recreation Committee: (The March 4 meeting was canceled.) *Sally Lodato*

A. Action items: None

B. The April 1 meeting is canceled. The next committee meeting is tentatively scheduled for 5:15 p.m. May 6, 2020, at the Finch Arboretum Woodland Center's Willow Room.

Riverfront Park Committee: March 9, 2020, *Nick Sumner*

A. Lancer Food Holdings concessionaire and catering services agreement – *Jonathan Moog* presented a proposed concessionaire and catering services agreement with Lancer Food Holdings. The agreement would apply to Riverfront Park, Manito Park Bench and the Merkel Complex concession stands. The 2014 Master Plan addressed the need for leasable concession spaces for events, catering and Pavilion concerts. It was subsequently discovered in the City charter that leasable space can only be provided for 30 days. It was determined pursuing a concessionaire service agreement for the concessionaire to operate in City-owned

space with City-owned equipment on a shared revenue model was the best path to take. Lancer would have exclusive rights at the concession stands in the Looft Carrousel, Numerica Skate Ribbon, Manito Park Bench, Merkel Sports Complex, all concession and alcohol services at the Pavilion, and catering services at Riverfront Park. The agreement also includes non-exclusive rights to food services at Riverfront Park outdoor venues, as well as other Parks and Recreation venues. Mr. Moog explained Lancer has experience operating concessions at Point Defiance Zoo and Aquarium, ZooTunes concert series at Woodland Park Zoo and Music in the Zoo concert series at Minnesota Zoo. The proposed contract is a five-year agreement with one, two-year extension. There are 13 blackout dates for community food-based events. Rick Chase asked how this affects local businesses who typically set up during Riverfront Park public events. Mr. Moog explained the exclusivity portion of the agreement only applies to the fixed concession stands and concessions at the Pavilion. For private parties, Lancer would be the exclusive caterer. If there is a public event outside the Pavilion within the park, the exclusivity does not apply so those vendors may continue to set up and sell just as they have in past years.

Motion No. 2: Nick Sumner moved to approve the concessionaire and catering services agreement with Lancer Food Holdings, as presented.

Gerry Sperling seconded.

Motion passed with unanimous consent (7-0 vote).

B. The next scheduled meeting is 3 p.m. April 6, 2020, in the Pavilion conference room, Riverfront Park.

Finance Committee: March 10, 2020, *Bob Anderson*

A. Continuation of Parks fleet replacement pilot program (not to exceed \$145,000, tax inclusive) – *Jason Conley* presented a proposal to continue Parks participation in the Citywide fleet replacement pilot program to acquire additional lease-to-own vehicles in 2020, not to exceed \$145,000, tax inclusive. In March 2019, Parks participated in the lease-to-own pilot program. This program is under a Citywide master lease agreement allowing Parks to upgrade its aging fleet of vehicles. Mr. Conley explained Parks has approximately 50 light-duty vehicles with an average fleet age of about 15 years. Last year, Parks replaced five vehicles under this program and hopes to replace 16 additional vehicles, primarily F-250 trucks, in 2020. If approved, the vehicle order is expected to be made by the end of March with the vehicles arriving around July. Parks will be invoiced at the time the vehicles arrive. Parks spent more than \$168,000 on maintenance and repair costs in 2017, \$200,000 in 2018 and \$170,000 last year. Under this pilot program, Parks will lease each vehicle through Enterprise Fleet Management and have the opportunity to sell back the vehicle at a price equal or greater than the original purchase price. This program will allow Parks to refresh the entire fleet and provide an estimated savings over a 10-year period of about \$350,000 in vehicle purchase savings, and lower maintenance and operation costs.

Motion No. 3: Bob Anderson moved to approve continuing the Parks fleet replacement pilot program to acquire additional lease-to-own vehicles in 2020, not to exceed \$145,000, tax inclusive.

Gerry Sperling seconded.

Motion passed with unanimous consent (7-0 vote).

B. The next regularly scheduled meeting is 3 p.m. April 7, 2020, in the Pavilion conference room, Riverfront Park.

8. **Reports:**

Park Board President: *Jennifer Ogden* thanked staff for their handling of COVID-19 and reminded everyone “we’re in this together and we’ll get through this together.” Updates will be provided regarding how future Park Board and committee meetings will be conducted.

Liaisons:

1. Conservation Futures – *Greta Gilman*. No report at this time.
2. Parks Foundation – *Gerry Sperling*. No report at this time.
3. City Council – *Lori Kinnear*. No report at this time.

Director: *Garrett Jones* expressed his thanks to staff for their response to COVID-19. Updates will be provided as protocols are established to follow the governor, CDC and the Spokane Regional Health District, in alignment with Mayor Woodward’s administration, to help slow the spread of the virus.

9. **Executive Session:**

A. None

10. **Correspondence:**

A. Letters/email: None

B. Newsletters: Hillyard Senior Center

11. **Public Comments:**

A. None

12. **Adjournment:** The meeting was adjourned at 4:42 p.m.

13. **Meeting Dates:**

A. Next Committee meeting dates. (Subject to change):

Urban Forestry Committee: The March 31 meeting is canceled. The next meeting is tentatively scheduled for 4:15 p.m. May 5, 2020, at the Finch Arboretum Woodland Center’s Willow Room.

Land Committee: The April 1 meeting is canceled. The next meeting is tentatively scheduled for 4 p.m. May 6, 2020, at the Finch Arboretum Woodland Center’s Willow Room.

Recreation Committee: The April 1 meeting is canceled. The next meeting is tentatively scheduled for 5:15 p.m. May 6, 2020, at the Finch Arboretum Woodland Center’s Willow Room.

Riverfront Park Committee: 3 p.m. April 6, 2020, Pavilion meeting room, Riverfront Park

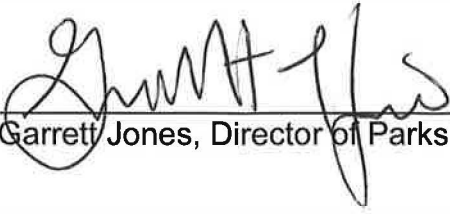
Golf Committee: The April 7 meeting is canceled. The next meeting is tentatively scheduled for 8 a.m. May 12, 2020, at the Finch Arboretum Woodland Center’s Willow Room.

Finance Committee: 3 p.m. April 7, 2020, Pavilion conference room, Riverfront Park

B. **Park Board:** 3:30 p.m. April 9, 2020, City Council Chambers

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

Minutes approved by:

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

Garrett Jones, Director of Parks and Recreation

Spokane Park Board

Briefing Paper



| | | | |
|--|---|-------------------------------|-------------------------------------|
| Committee | | | |
| Committee meeting date | | | |
| Requester | Pamela Clarke | Phone number: 625-6241 | |
| Type of agenda item | <input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action | | |
| Type of contract/agreement | <input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other | | |
| City Clerks file (OPR or policy #) | n/a | | |
| Item title: (Use exact language noted on the agenda) | Claims – March 2020 | | |
| Begin/end dates | Begins: 03/01/2020 | Ends: 03/31/2020 | <input type="checkbox"/> Open ended |
| Background/history: Claims for the month of March 2020 in the amount of \$1,706,353.02. | | | |
| Motion wording: Move to approve claims for the month of March 2020 as a consent agenda item. | | | |
| Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____ | | | |
| Distribution: | | | |
| Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: n/a Budget code: _____ | | | |
| Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div> | | | |

**CITY OF SPOKANE PARK AND RECREATION DIVISION
MARCH 2020 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - APRIL 9, 2020**

PARKS & RECREATION:

| | | |
|------------------------------|----|------------|
| SALARIES & WAGES | \$ | 778,889.59 |
| MAINTENANCE & OPERATIONS | \$ | 360,036.04 |
| CAPITAL OUTLAY | \$ | 178,471.02 |
| PARK CUMULATIVE RESERVE FUND | \$ | 5,032.23 |

RFP BOND 2015 IMPROVEMENTS:

| | | |
|----------------|----|------------|
| CAPITAL OUTLAY | \$ | 218,569.82 |
|----------------|----|------------|

GOLF:

| | | |
|--------------------------|----|-----------|
| SALARIES & WAGES | \$ | 88,884.01 |
| MAINTENANCE & OPERATIONS | \$ | 76,470.31 |
| CAPITAL OUTLAY | \$ | - |

| | | |
|----------------------------|-----------|---------------------|
| TOTAL EXPENDITURES: | \$ | 1,706,353.02 |
|----------------------------|-----------|---------------------|

Spokane Park Board

Briefing Paper



| | | | |
|---|---|--|--|
| Committee | Riverfront Park | | |
| Committee meeting date | April 6, 2020 | | |
| Requester | Berry Ellison | | |
| Requester phone number | 509-625-6276 | | |
| Type of agenda item | <input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action | | |
| Type of contract | <input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other | | |
| City Clerks file (OPR or policy #) | OPR 2019-0251 | | |
| Item title: (Use exact language on the agenda) | SPVV Contract amendment #2/West Havermale design (\$7,800, no tax) | | |
| Begin/end dates | Begins: 4/10/2020 Ends: 12/31/2020 <input type="checkbox"/> Open ended | | |
| Impact if not approved at this time | Engineer schedule delay | | |
| Background/history: Amendment #2 of West Havermale Design by SPVV Landscape Architects. Scope adds include: Address changes to civil, landscape, and electrical scope due to unforeseen conditions. | | | |
| Recommendation/motion wording: Move to approve SPVV amendment #2/West Havermale design in the amount of \$7,800, no tax. | | | |
| Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: <u>Anne Hanenburg</u> Email address: <u>anne@spvv.com</u> Phone: <u>509 325-0511</u> | | | |
| Distribution: Parks – Accounting <u>kvan@spvv.com</u> Parks – Pamela Clarke <u>dlarnold@spokanecity.org</u> Requester: <u>bellison@spokanecity.org</u> <u>jlbrown@spokanecity.org</u> Grant Management Department/Name: _____ | | | |
| Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$7,800.00 (No tax) Budget code: 3346 49574 94000 56522 48117 | | | |
| Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Business license expiration date: 9.30.20 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) | | | |



City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT No. 2

Title: SPVV LANDSCAPE ARCHITECTS

This Contract Amendment No. 2 is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City"), and **SPVV LANDSCAPE ARCHITECTS**, whose address is 1908 West Northwest Blvd., Suite A, Spokane, Washington 99205 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 Design Services for the Riverfront Park West Havermale Project; and,

WHEREAS, a change or revision of the Work has been requested, 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 March 20, 2019 any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment shall become effective on April 10, 2019 and shall run through December 31, 2020.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include that which is outlined in Attachment A.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVEN THOUSAND, EIGHT HUNDRED and 00/100 DOLLARS (\$7,800.00), including any taxes**, 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.

SPVV LANDSCAPE ARCHITECTS

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
OPR 2019-0251

2020-1100-04

From: [Ken Van Voorhis](#)
To: [Ellison, Berry](#)
Cc: ["Anne Hanenburg"](#)
Subject: W Havermale Project
Date: Tuesday, March 24, 2020 3:44:11 PM
Attachments: [image002.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Afternoon Berry,

With the current state of the health crisis it is difficult to correspond in a timely manner. I have talked with KWR and they are currently working remotely but they are working and will be available for construction administration. We at SPVV will also be available for construction and administration.

We are also providing a request for additional design services. These design services will include the following:

- Services to modify construction documents to address City Review Comments: specific comments included the revision of the landscape plan, materials plan, and drainage requests.
- Services to modify the construction documents to address the Stepwell Sculpture: Specific changes include grading adjustments, footing coordination, and site lighting.
- Services to modify the construction documents to address electrical site modifications: Specific changes include the addition of an outpost utility station, coordination with existing conduit, and restroom adjustments.
- Services to modify the construction documents to address the grading plan to facilitate the Utility Co. Penstock.
- Services for the coordination of the Bridge footing, structure and end diaphragm.

Our professional services include KWR consulting for electrical consulting.

Total Requested Professional fees, \$7800.00

If you have any question or need other information please give myself or Anne a call or send us a note.

Respectfully,
Ken

ATTACHMENT A

CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY
CONTRACT REQUEST FORM

Requesting Department: Parks and Recreation

Contact Person: Jo-Lynn Brown Phone: 625-6264

Type of Contract: ☐ New Contract ☐ Renewal
☒ Amendment #2 ☐ Extension

What work or service is being provided: West Havermale Design

If Request Is For Amendment, Renewal or Extension, Provide OPR #: 2019-0251

Contractor/Consultant Name: SPVV Landscape Architects

Contractor/Consultant Address: 1908 West Northwest Blvd.

Contract Begin Date: 4/10/2019 Contract End Date: 12/31/2020

Dollar Amount of Contract (Provide Breakdown of Costs If Applicable): \$7,800.00 (Non Taxable).

Funding Sources (e.g., CD, Dept. of Justice, Etc.): Parks

Was The Contractor / Consultant Solicited by City's Request For Proposal / Quote / Bid? Yes

If Yes, Provide City's Specifications And / Or City's Request for Proposals.

If Yes, Provide Copy of the Consultant's Proposal / Contractor's Bid / Quote.

If No, Provide Scope Of Work To Be Performed By The Consultant / Contractor.

If No, Provide Sole Source Justification Form For Contracts Greater Than \$10,000.

Contract Amendments: Provide Reason For Amendment.

Provide Desired Changes In Contract Wording. Additional design services.

IF THIS IS A PUBLIC WORKS CONTRACT REQUEST

Prevailing Wages:

Did The City's Request For Quote / Bid Require Payment of Prevailing Wages By The Contractor? ☒ Yes ☐ No

If Federal Funds Are Involved, Did The City's Request For Quote / Bid Require Payment of Davis Bacon Wages By The Contractor?

☐ Yes ☒ No Wage Decision No. _____

Performance / Payment Bond:

Did the City's Request For Quote / Bid require a 100% Performance / Payment Bond By The Contractor? ☐ Yes ☒ No

For Contracts Up To \$150,000, Does The Contractor Want To Do A 10% Retainage In Lieu Of A Bond? ☐ Yes ☒ No

Spokane Park Board

Briefing Paper



| | | | |
|--|---|-------------------------------|--|
| Committee | Finance | | |
| Committee meeting date | April 7, 2020 | | |
| Requester | Jason Conley | Phone number: 625-6211 | |
| Type of agenda item | <input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action | | |
| Type of contract/agreement | <input type="radio"/> New <input checked="" type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other | | |
| City Clerks file (OPR or policy #) | OPR 2014-0597 | | |
| Item title: (Use exact language noted on the agenda) | Spokane Parks Foundation memorandum of understanding no-cost extension #2 | | |
| Begin/end dates | Begins: May 1, 2020 Ends: October 31, 2020 <input type="checkbox"/> Open ended | | |
| Background/history: In December of 2019, the Park Board authorized a four-month memorandum of understanding, towards extending the existing MOU with the Spokane Parks Foundation. Due to Covid-19, a new MOU has not been finalized between parties. This second no-cost extension will allow additional time for a new MOU to be finalized and approved by both respective Boards and allows the Spokane Parks Foundation to continue to support the City Park and Recreation Division's vision and mission as an independent tax exempt corporation to provide additional funding sources for select programs and projects. | | | |
| Motion wording: To recommend the Park Board approve the memorandum of understanding no-cost extension #2 with the Spokane Parks Foundation, as presented | | | |
| Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Parks Foundation Name: Terri Fortner Email address: Terri@spokaneparksfoundation.org Phone: 509 326-5233 | | | |
| Distribution: Parks – Accounting Terri@spokaneparksfoundation.org Parks – Pamela Clarke Requester: Jason Conley jkconley@spokanecity.org Grant Management Department/Name: | | | |
| Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: Budget Neutral | | | |
| Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div> | | | |

Spokane Park Board

Briefing Paper



| | | | |
|---|---|--|--|
| Committee | Finance | | |
| Committee meeting date | December 10, 2019 | | |
| Requester | Jason Conley Phone number: 625-6211 | | |
| Type of agenda item | <input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action | | |
| Type of contract/agreement | <input type="radio"/> New <input checked="" type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other | | |
| City Clerks file (OPR or policy #) | OPR 2014-0597 | | |
| Item title: (Use exact language noted on the agenda) | Spokane Parks Foundation Memorandum of Understanding-no cost extension | | |
| Begin/end dates | Begins: 1/01/2020 Ends: 4/30/2020 <input type="checkbox"/> Open ended | | |
| Background/history: The existing MOU between Spokane Parks and Recreation and the Spokane Parks Foundation expires December 31, 2019. It is the desire of both parties to update a new agreement to better reflect the current relationship, party responsibilities, and expectations. To allow adequate time for a new agreement to be developed, both parties desire to extend the existing MOU for a period of time not to exceed (4) months (January 1, 2020-April 30, 2020). This is a no-cost extension, and allows the Spokane Parks Foundation to continue to support the City Park and Recreation Division's vision and mission as an independent tax exempt corporation to provide additional funding sources for select programs and projects. | | | |
| Motion wording: Move to approve a no-cost extension of the existing MOU with the Spokane Parks Foundation for a time not to exceed April 30, 2020. | | | |
| Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Parks Foundation Name: Terri Fortner Email address: Terri@spokaneparksfoundation.org Phone: 509 326 5233 | | | |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley jkconley@spokanecity.org Grant Management Department/Name: | | | |
| Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: Budget Neutral | | | |
| Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div> | | | |



City of Spokane
Parks and Recreation Division

**NO-COST EXTENSION TO
MEMORANDUM OF UNDERSTANDING
WITH SPOKANE PARKS FOUNDATION**

This MOU Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION** as (“City”), a Washington municipal corporation, and the **SPOKANE PARKS FOUNDATION**, a Washington State nonprofit, tax exempt corporation, located at 222 West Mission, Ste. 240, Spokane, Washington 99201 (Foundation), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a MOU wherein the Spokane Parks Foundation agreed to support the City Parks and Recreation Division's vision and mission and, as an independent tax exempt corporation, has the opportunity to accomplish more than public funding allows; and

WHEREAS, additional time is required, and thus the time for performance needs to be formally extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 20, 2014, and August 26, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on January 1, 2020.

3. EXTENSION.

The contract documents are hereby extended and shall run through October 31, 2020.

4. COMPENSATION.

There is no additional cost associated with this Extension, therefore, it will be considered a “no-cost Contract Extension”.

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 Agreement by having legally-binding representatives affix their signatures below.

SPOKANE PARKS FOUNDATION

**CITY OF SPOKANE
PARKS AND RECREATION DIVISION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

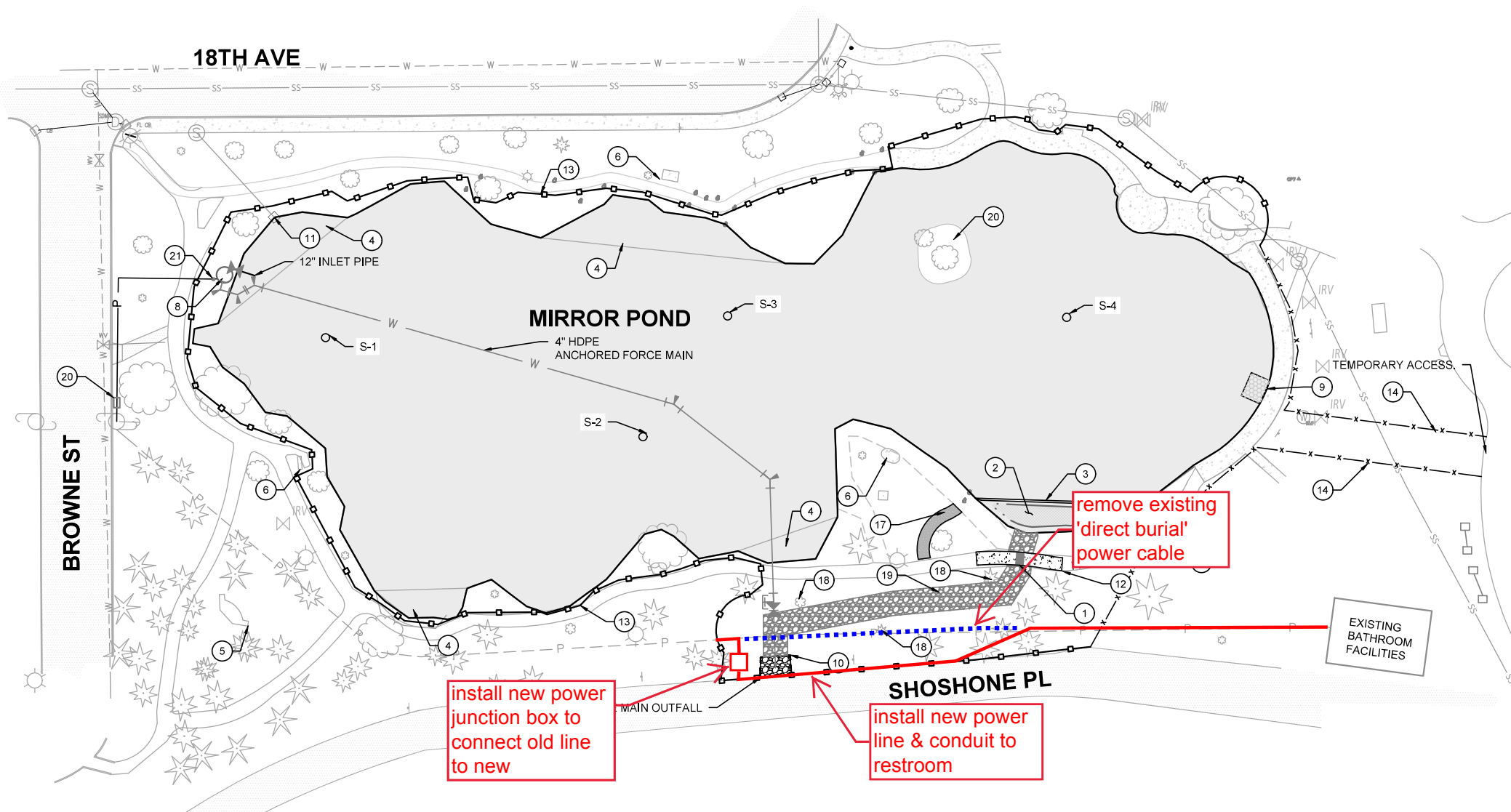
20-059

Spokane Park Board

Briefing Paper



| | | | |
|---|---|-----------------------------------|-------------------------------------|
| Committee | Finance Committee | | |
| Committee meeting date | April 7, 2020 | | |
| Requester | Nick Hamad | Phone number: 509.363.5452 | |
| Type of agenda item | <input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action | | |
| Type of contract/agreement | <input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other | | |
| City Clerks file (OPR or policy #) | OPR 2019-0925 | | |
| Item title: (Use exact language noted on the agenda) | Ditches Unlimited, Inc., construction change order #4 / Manito Park Mirror Pond rehabilitation project (not to exceed \$28,266.22, tax inclusive) | | |
| Begin/end dates | Begins: April 9, 2020 | Ends: June 1, 2020 | <input type="checkbox"/> Open ended |
| Background/history: Ditches Unlimited construction change order #4 for work on the Manito Park Mirror Pond renovation project, adding the following to the project scope: <ol style="list-style-type: none"> 1. Modify recirculating pond piping 2. Provide additional pond de-watering as required to complete in-pond work. 3. Relocate underground power line discovered beneath treatment wetland south of pond. Existing primary power line was not located on initial project survey and discovered during construction. Line must be relocated to install contracted improvements. | | | |
| Motion wording: Motion to approve Ditches Unlimited, Inc. construction change order #4 for the Mirror Pond rehabilitation project at Manito Park not to exceed \$28,266.22, tax inclusive | | | |
| Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Ditches Unlimited (contractor) Name: Arvistis Mckinnie Email address: ditchesunlimited@gmail.com Phone: 208.666.1650 | | | |
| Distribution: Parks – Accounting Thea Prince Parks – Pamela Clarke Arvistis Mckinnie - ditchesunlimited@gmail.com Requester: Nick Hamad Grant Management Department/Name: | | | |
| Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$28,266.22, tax inclusive Budget code: 1400-30210-94000-56410 | | | |
| Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input checked="" type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 602-860-344 Business license expiration date: 9/30/2020 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) | | | |



CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 4

NAME OF CONTRACTOR: DITCHES UNLIMITED, INC.

PROJECT TITLE: MANITO PARK MIRROR POND RENOVATION

CITY CLERK CONTRACT NUMBER: OPR2019-0925

=====

DESCRIPTION OF CHANGE:

AMOUNT:

Force Main Outfall Modifications

\$ 1,721.61

Addition pond dewatering

\$ 2,392.88

Relocate power line & place in conduit (T&M NTE)

NTE \$21,850.63

DM
* Cut, remove & replace sod (T&M NTE) is

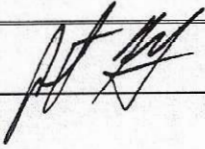
\$75 per crew member per hour

=====

TOTAL AMOUNT: \$25,956.12

| | |
|--|---------------------|
| CONTRACT SUM (EXCLUDE SALES TAX) | |
| ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES) | \$244,046.00 |
| NET AMOUNT OF PREVIOUS CHANGE ORDERS | \$136,298.82 |
| CURRENT CONTRACT AMOUNT | \$380,344.82 |
| CURRENT CHANGE ORDER (EXCLUDES SALES TAX) | \$25,956.12 |
| REVISED CONTRACT SUM | \$406,300.94 |

| | |
|-----------------------------------|-------------------|
| CONTRACT COMPLETION DATE | |
| ORIGINAL CONTRACT COMPLETION DATE | 05/01/2020 |
| CURRENT COMPLETION DATE | 05/01/2020 |
| REVISED COMPLETION DATE | 06/01/2020 |

Contractor's Acceptance: 

Date: 4/1/2020

City Approval: _____

Date: _____

Attest: _____ City Clerk

Approved as to form: _____ Assistant City Attorney

Ditches Unlimited Inc.

18089 S Watson Rd
Coeur d Alene
ID 83814
208-666-1650

Estimate

| Date | Estimate # |
|------------|------------|
| 10/22/2019 | 201 |

| Name / Address |
|---|
| City of Spokane Parks and Rec Nick Hamad 808 Spokane Falls Blvd 5th Floor Spokane WA 99201 |

| | | P.O. No. | Other |
|---|-----|---------------|-----------|
| | | OPR-2019-0925 | 1016041 |
| Description | Qty | Cost | Total |
| 14 holes for pipe clamps | 14 | 32.04 | 448.56 |
| Pipe clamps and misc. fittings | 1 | 1,325.31 | 1,325.31 |
| Labor to install | 1 | 1,880.00 | 1,880.00 |
| TAX EXCLUDED | | | |
| ~~~~~ CHANGE ORDER ~~~~~ | | | |
| December 31, 2019 | | | |
| > Added 35 Materials. (+\$1,108.45) | | | |
| > Added 6 Labor. (+\$76.86) | | | |
| > Added 14 Labor. (+\$448.56) | | | |
| > Added 1 Materials. (+\$1,325.31) | | | |
| > Added 1 Labor. (+\$1,880.00) | | | |
| Total change to estimate +\$4,839.18 | | | |
| ~~~~~ | | | |
| Change Order #4 | | | |
| Force main outfall structure and pipe alterations (4" HDPE to 8" to C900) | 1 | 1,112.61 | 1,112.61 |
| Labor to install pipe alteration and fittings | 8 | 75.00 | 600.00 |
| Pond dewatering | 4.5 | 531.75 | 2,392.88 |
| Cut, remove and replace sod for power ditch | 60 | 75.00 | 4,500.00 |
| Top soil for power ditch (approximate 15 ton) | 1 | 525.00 | 525.00 |
| Equipment and labor to replace topsoil | 4 | 220.00 | 880.00 |
| Excavate, install and backfill new power conduit | 350 | 30.00 | 10,500.00 |
| 2" Conduit (to include freight) and labor to install | 1 | 3,380.21 | 3,380.21 |
| Bedding for conduit (approximate 30 ton) | 1 | 665.42 | 665.42 |
| Additional construction fencing to incorporate power ditch excavation outside of original limit of excavation | 1 | 1,400.00 | 1,400.00 |
| | | Total | |

highlighted item performed time & material not to exceed quoted amount

Ditches Unlimited Inc.

18089 S Watson Rd
Coeur d Alene
ID 83814
208-666-1650

Estimate

| Date | Estimate # |
|------------|------------|
| 10/22/2019 | 201 |

| |
|---|
| Name / Address |
| City of Spokane Parks and Rec Nick Hamad 808 Spokane Falls Blvd 5th Floor Spokane WA 99201 |

| | | P.O. No. | Other |
|--|-----|---------------|--------------|
| | | OPR-2019-0925 | 1016041 |
| Description | Qty | Cost | Total |
| Do to Avista's primary power running through the treatment pond, the power will need to be re-routed in order to construct the pond. Also to be included in this change order, we are requesting that the completion date be moved to June 1, 2020 This work will require the power to the bathrooms shut down during installation of the new primary power ANY HARD ROCK OR UNSUITABLE EXCAVATION ARE EXCLUDED IN THIS ESTIMATE ~~~~~ CHANGE ORDER ~~~~~ March 23, 2020 > Added 4.5 Labor (+2,392.88) > Added 1 Materials (+\$1,112.61) > Added 8 Labor. (+\$600.00) > Added 60 Labor. (+\$4,500.00) > Added 1 Materials. (+\$525.00) > Added 4 Excavator and Operator. (+\$880.00) > Added 350 Excavator and Operator. (+\$10,500.00) > Added 1 Materials. (+\$3,380.21) > Added 1 Materials. (+\$665.42) > Added 1 Materials. (+\$1,400.00) Total change to estimate +\$25,956.37 | | | |
| | | Total | \$428,021.03 |

added working days

highlighted item performed time & material not to exceed quoted amount

Customer Signature _____



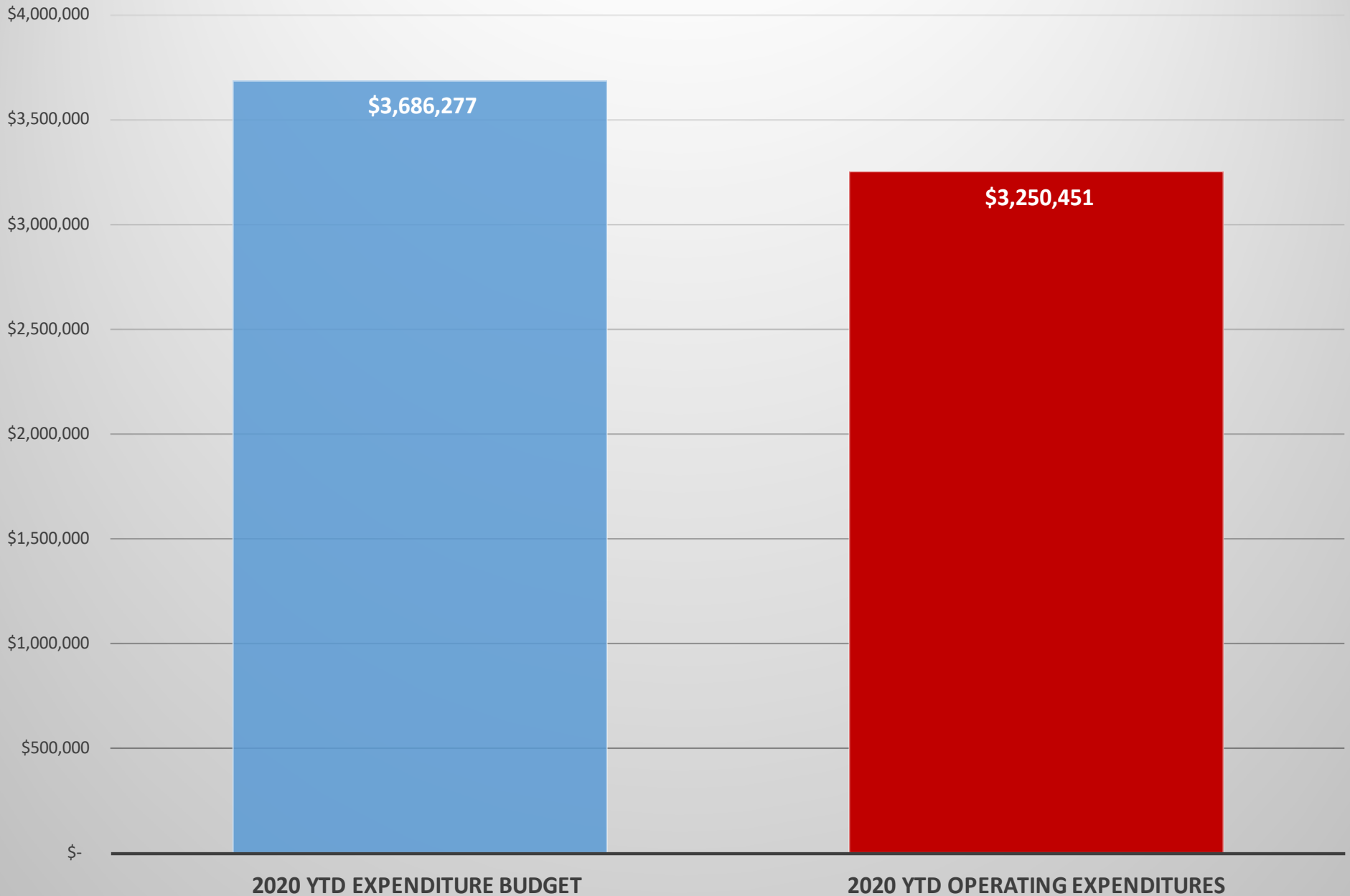
City of Spokane
PARKS
& RECREATION

Financial Reports

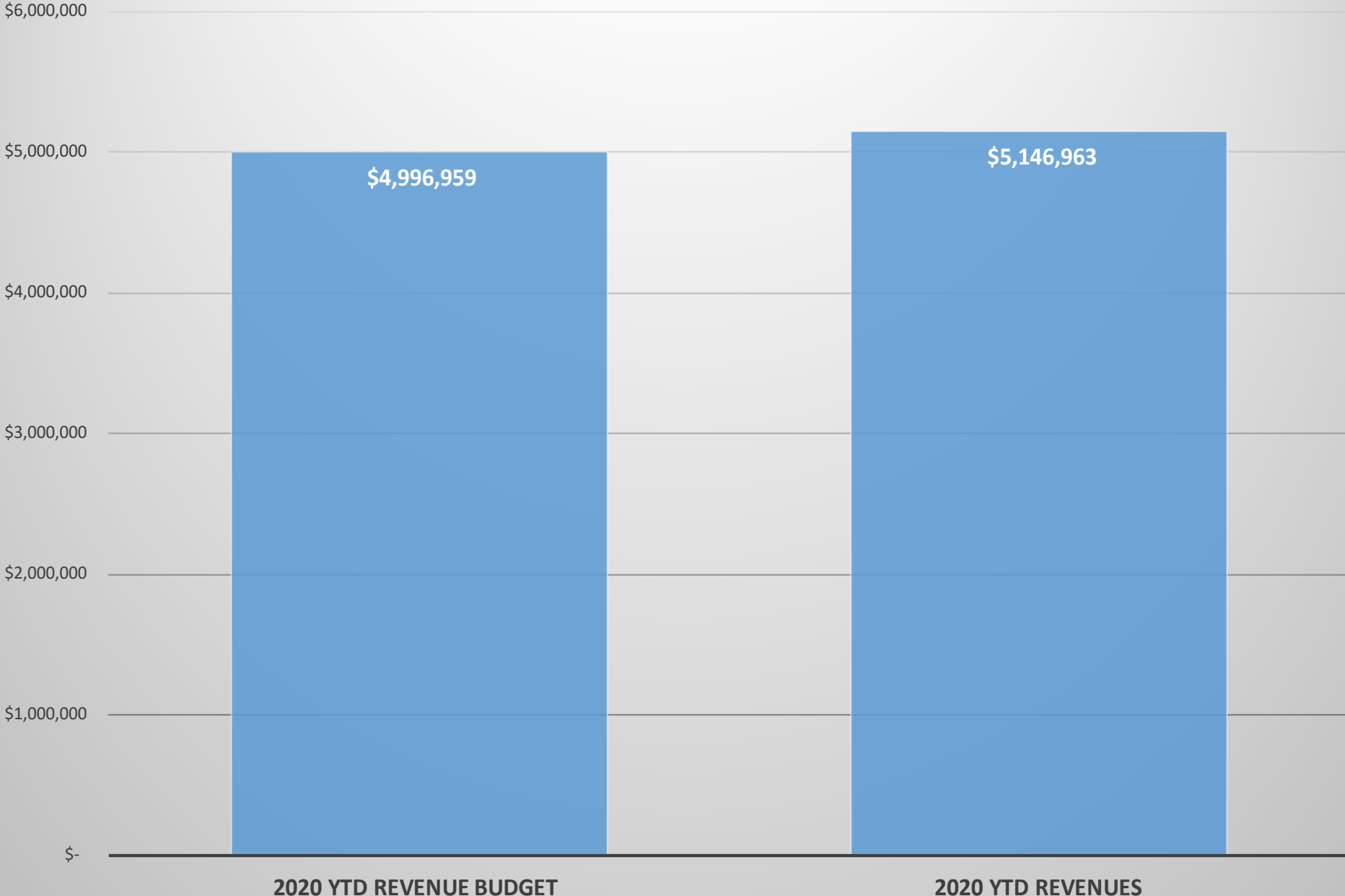
March 2020

Park Fund

March 2020 Operating Expenditures vs. Historical Budget Average

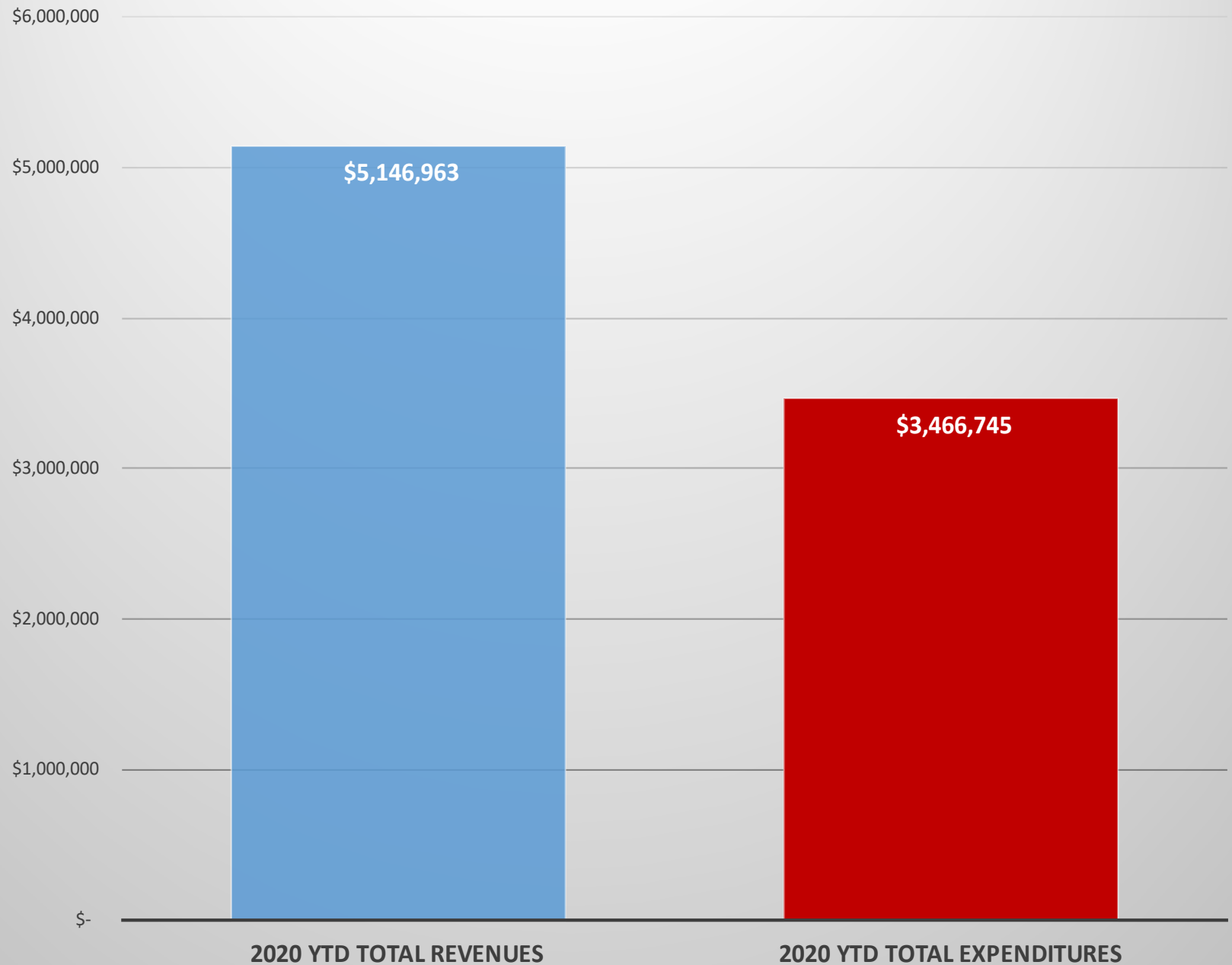


Park Fund
March 2020 Total Revenues vs. Historical Budget Average



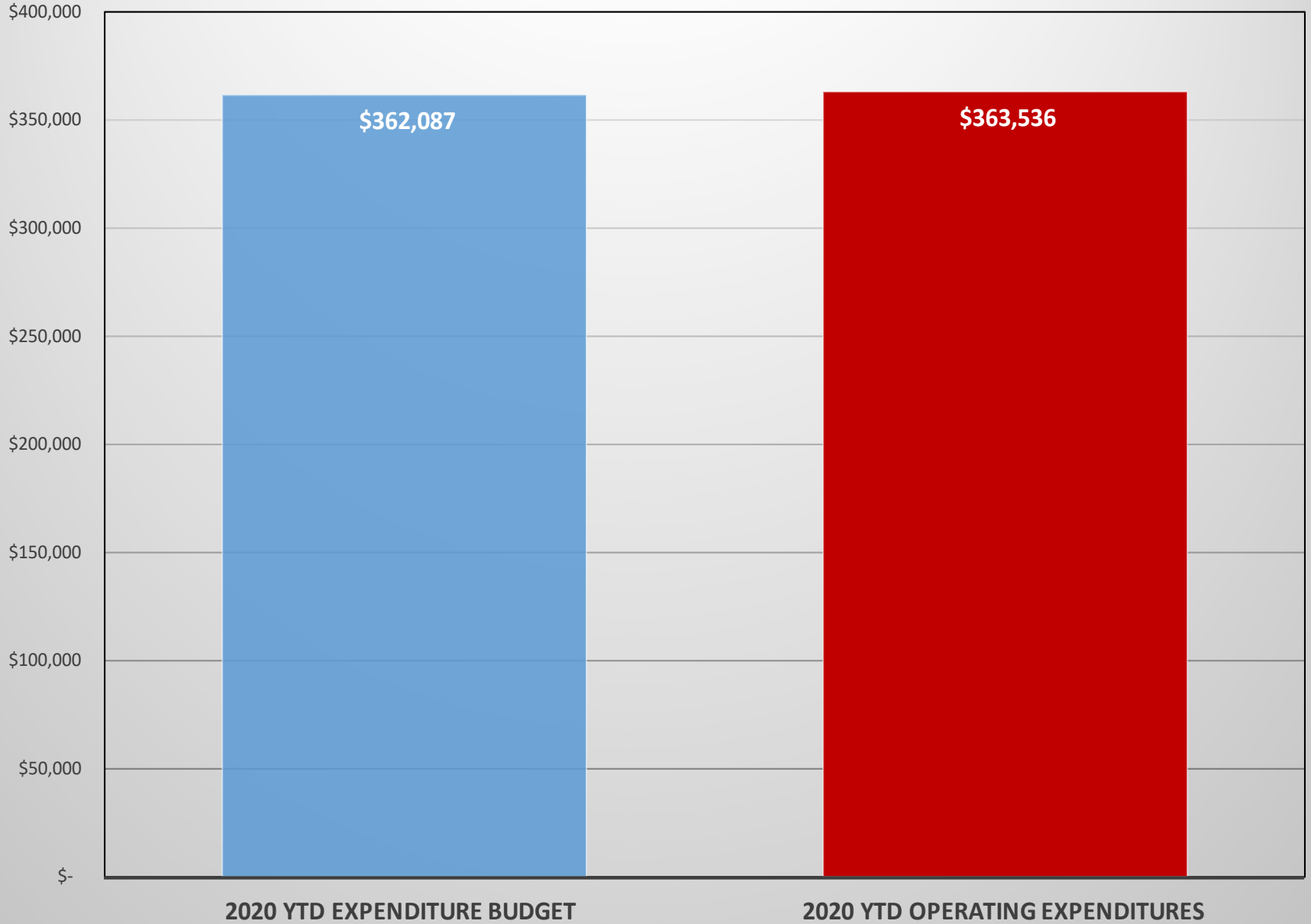
Park Fund

Total March 2020 YTD Expenditures vs. Total YTD Revenues

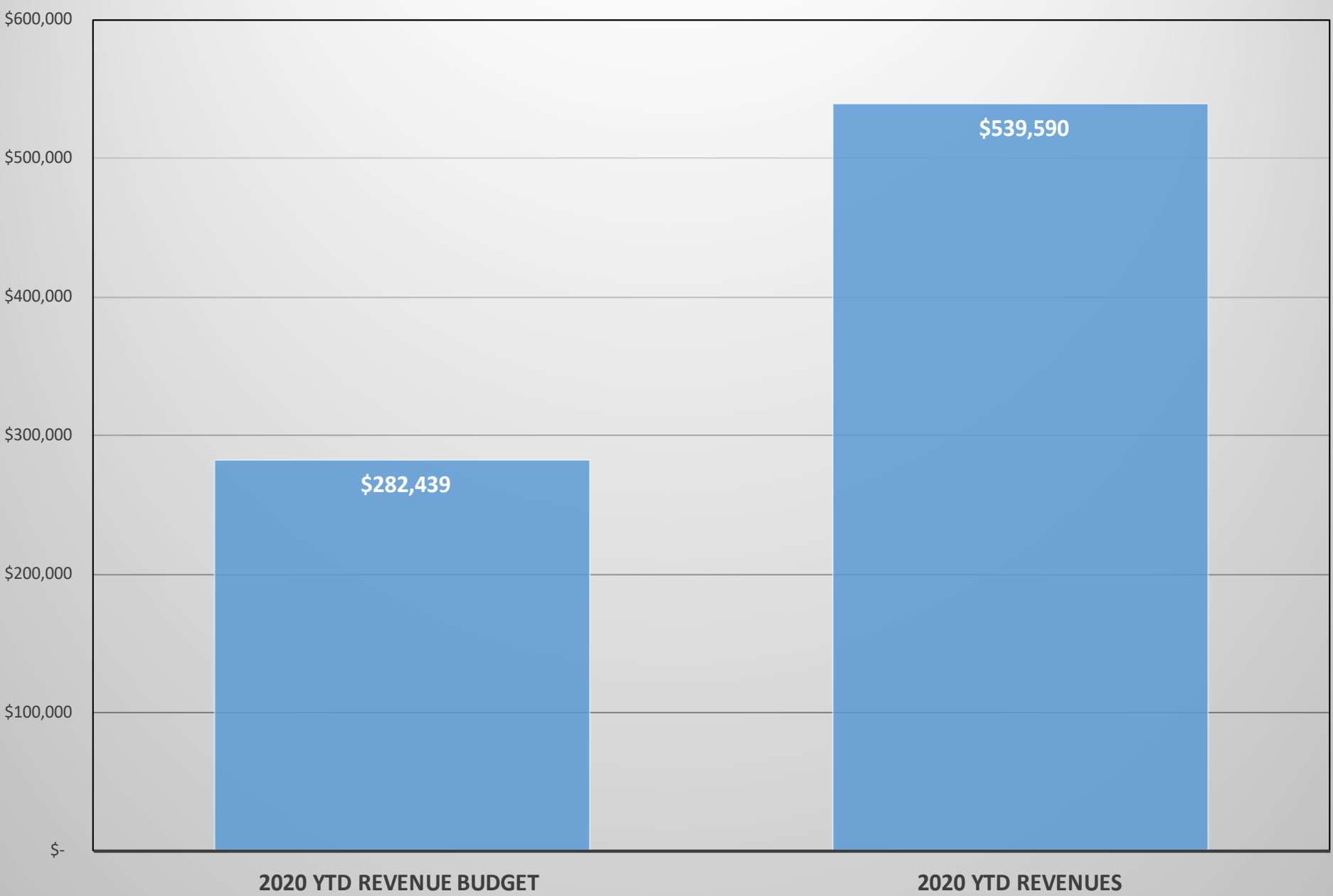


Golf Fund

March 2020 Operating Expenditures vs. Historical Budget Average

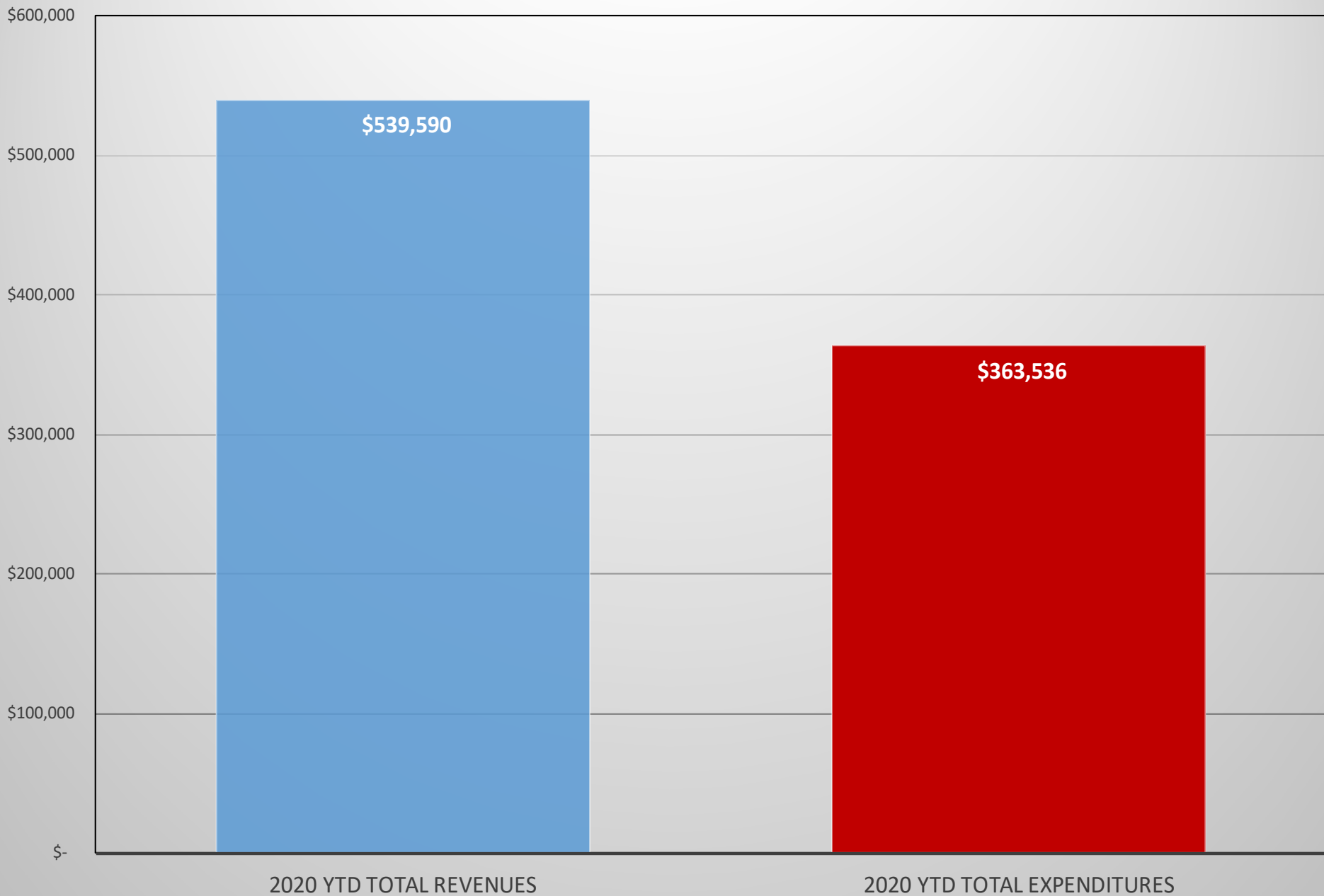


Golf Fund
March 2020 Total Revenues vs. Historical Budget Average



Golf Fund

Total March 2020 YTD Expenditures vs. Total YTD Revenues



Spokane Park Board

Briefing Paper



| | | | |
|--|---|-----------------------------------|-------------------------------------|
| Committee | Riverfront Park Committee | | |
| Committee meeting date | April 6, 2020 | | |
| Requester | Berry Ellison | Phone number: 509-625-6276 | |
| Type of agenda item | <input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action | | |
| Type of contract/agreement | <input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other | | |
| City Clerks file (OPR or policy #) | New OPR; Cross ref: OPR2018-0855 & OPR 2019-0021 | | |
| Item title: (Use exact language noted on the agenda) | Spokane Public Facilities District ramp connection agreement/Riverfront Park north bank and SportsPlex (\$400,000, tax inclusive) | | |
| Begin/end dates | Begins: 4/10/2020 | Ends: 12/31/2022 | <input type="checkbox"/> Open ended |
| Background/history: Non Bond Funding: Spokane Parks and Spokane Public Facilities District agrees to design and construct a pedestrian connection between the SportsPlex and Riverfront Park. | | | |
| Motion wording: Move to approve the Agreement with the Spokane Public Facilities District regarding the ramp connection between Riverfront Park and the SportsPlex in the amount of \$400,000, tax inclusive | | | |
| Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Public Facilities District Name: Monte Koch Email address: mkoch@spokanepfd.org Phone: 509-279-7169 | | | |
| Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke GJones@spokanecity.org Requester: Berry Ellison mkoch@spokanepfd.org Grant Management Department/Name: bellison@spokanecity.org | | | |
| Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$400,000.00 Budget code: 1950 54920 94000 56310 | | | |
| Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) | | | |

CONSTRUCTION REIMBURSEMENT AGREEMENT BETWEEN SPOKANE PUBLIC FACILITIES DISTRICT AND CITY OF SPOKANE PARK BOARD

THIS AGREEMENT is entered into on this ____ day of _____, 2020 ("**Effective Date**") by and between SPOKANE PUBLIC FACILITIES DISTRICT, a Washington Municipal Corporation (hereinafter "**SPFD**") and the City of Spokane through its Park Board, a First-Class Charter City of the State of Washington (hereinafter "**Park Board**"), jointly referred to as "**Parties**."

RECITALS

A. The Spokane Public Facilities District is developing an indoor sports facility known as the "SportsPlex", on the North Bank of the Spokane River in the City of Spokane.

B. The SPFD and the Park Board have entered into various agreements relating to the Sportsplex to include, a Lease Agreement, Joint Use Agreement and other documents that benefit the Parties and the Sportsplex.

C. The City Parks and Recreation Division ("**Parks**") is developing the North Bank Ice Age Floods Playground (North Bank Project) on the North Bank of the Spokane River, which includes a requirement to develop an interconnecting, ADA accessible Path of Travel ("**Public Path**"), as approved by the City of Spokane.

D. Because the Sportsplex and the Public Path share a common property boundary, will serve the interests of the SPFD and Park Board and are being developed on similar time schedules, the Parties desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Scope of Work. Attached hereto as Attachment 1 is a letter dated March 26, 2020 from Lydig Construction that sets forth the design, construction budget and other matters related to development and construction of the Public Path (the "**Work**").

A. Construction Agreement.

The SPFD will enter into a contract (or a change order for the Sportsplex project) for the Work described and depicted on attached Attachment 1. The Work is summarized as follows: (1) A Ramp to allow for changes in elevation from north-to-south; (2) Landscaping; (3) Lighting; (4) Irrigation; (5) Materials and Labor; (6) Construction Permitting; and (7) other reasonable and necessary matters to complete the Work in accordance with governmental requirements. Parks hereby accepts the terms and conditions of the Work described in Attachment 1 and shall hold the SPFD harmless from all liability, costs, expenses, fees (including attorney fees) and damages caused by or related to the Work performed by Lydig Construction, its employees, agents and

subcontractors. In the event of unforeseen or changed conditions associated with the Work, the Parties shall meet and confer and thereafter rely upon Section 12, herein to resolve any disputes.

B. General Procedures.

(1) The SPFD in coordination with Parks shall be responsible for approving the design, construction agreement/amendment and contract administration in regard to the Work. Prior to commencing the Work, the Parties shall agree upon the design and location of the Public Path in conformance with Attachment 1 ("**Approved Plans**"). Thereafter, the Work shall be performed and completed in compliance with the Approved Plans and all applicable governmental requirements and approvals.

(2) Notice of the executed contract for the Work shall be provided to Parks at least two (2) weeks prior to commencing the Work.

(3) Parks shall grant the SPFD and Lydig Construction including its sub-contractors access to Parks real property to perform the Work.

(4) The Parties agree to transfer capital asset and agree upon the continued maintenance of the Public Path in accordance with the property lines for the Sportsplex (pursuant to the Lease Agreement) and City property lines associated with Riverfront Park (or the adjacent Parks Property unencumbered by the Lease Agreement).

Section 2. Compensation. Parks will pay an amount not to exceed Four-Hundred Thousand dollars (\$400,000.00) for the Work (the "NTE Amount"). In no case shall Parks be liable for more than the NTE Amount in connection with the Work.

Subject to the NTE Amount, the SPFD shall invoice Parks for the cost of the Work with payment due no later than thirty (30) days from the date of the invoice.

As a condition for reimbursement under this Agreement, SPFD and any contractor involved in completing the Work shall comply with chapter 39.12 RCW on prevailing wages and provide verification of compliance prior to any reimbursement under this Agreement. Such verification requires, but is not limited to, an Affidavit of Prevailing Wages Paid for each job classification for all contractors and subcontractors as certified and approved by the industrial statistician of the Washington State Department of Labor and Industries.

The Work may not commence until all insurance, permits and bonds required by applicable law are in place. This may include the execution of a performance bond and a payment bond each equal to one hundred percent (100%) of the contract price, written by a corporate surety company licensed to do business in Washington State.

Section 3. Term. This Agreement shall commence upon the Effective Date and terminate upon completion of the Work and other matters contained herein. In the event there is a material modification to the cost or scope of the Work, either the SPFD or Parks may terminate this Agreement upon fifteen (15) days advance written notice delivered to the other party.

Thereafter, the Parties shall allocate payment responsibility for the Work performed to the date of termination. "Material modification" means an unforeseeable or changed condition that increases the cost of the Work by more than Fifty Thousand Dollars (\$50,000.00).

Section 4. Hold Harmless and Indemnity. The parties shall each hold harmless and indemnify the other, including its officers, agents, and employees from all loss and liability for any claim, lawsuit, damage, cost or expense to any person, or for any injury or property damage resulting from, or by reason of, the design, construction, maintenance, operation, repair, or use of the Public Path except to the extent the loss, damage or liability is due to the negligence of such party.

Section 5. Assignment. This Agreement shall not be assigned by either party without the mutual consent, in writing, of the other party to this Agreement.

Section 6. Compliance With Laws. The Parties shall comply with all applicable federal, state, and local laws and regulations.

Section 7. Default. The failure by either party to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a default and breach, where such failure continues for a period of thirty (30) days after written notice thereof by the non-defaulting party to the defaulting party.

If the nature of the party's default is such that more than thirty (30) days are reasonably required for its cure, then that party shall not be deemed to be in default if the defaulting party commences such cure within said thirty (30) day period; and thereafter diligently prosecutes such cure to completion. Upon the defaulting party's failure to cure, the other party may remedy the breach and thereafter, the defaulting party shall be liable to the other for the cost of the cure, plus all related fees and expenses including reasonable attorneys' fees ("**Cure Expenses**"). The defaulting party shall pay the Cure Expenses to the other party within thirty (30) days of demand, and interest at the maximum rate allowed by law shall accrue on all delinquent and unpaid amounts.

Section 8. Jurisdiction, Venue and Attorney Fees. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington. The prevailing party shall be allowed such reasonable amounts for attorney fees, costs, and expenses as may be set by the court.

Section 9. Relationship of The Parties. In the performance of the activities of herein the SPFD is an independent contractor with the authority to control and direct the performance of the Work by the general contractor pursuant to the provisions of this Agreement. The Parties agree that no joint venture or partnership is formed as the result of this Agreement. Additionally, it is mutually understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no rights to any other party.

Section 10. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other

terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

Section 11. Integration. The Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise regarding the subject matter of the Agreement shall be deemed to exist or to bind the Parties.

Section 12. Mediation and Arbitration. If either party has a claim or dispute under this Agreement, notice of the same shall be sent to the other party. The notice shall provide a brief description of the dispute. The Parties shall meet and confer to resolve the dispute.

A. Mediation. If the Parties are unable to resolve the dispute within five (5) business days of the notice, the Parties shall engage a mediator to assist the Parties in resolving the dispute. If the Parties do not agree upon or engage a mediator within ten (10) days of the notice, arbitration may be invoked. The mediator's fees and costs shall be equally shared by the Parties.

B. Arbitration. If the Parties cannot resolve their dispute through mediation, the exclusive remedy is binding arbitration in accordance with the JAMS Arbitration Rules or by an Alternate Dispute Resolution Process that can be mutually agreed upon. The arbitrator's fees and costs shall be equally shared. The arbitrator's decision shall be final, binding on the Parties and enforceable pursuant to RCW Chapter 7.04A.

Section 13. Notice. All notices delivered pursuant to this Agreement shall be sent by certified mail return receipt requested, personal delivery or email provided that the sender either has proof of delivery or the recipient has confirmed, in writing, receipt thereof. Notice shall be sent to the following individuals and addresses.

| | |
|--------------|--|
| To the City: | City Parks Director 808 West Spokane Falls Blvd. Spokane, WA 99201 |
| To the SPFD: | Chief Executive Officer Spokane Public Facilities District 720 W. Mallon Avenue Spokane, WA 99201 |

By signing below, the Parties agree to the above terms and conditions.

SPOKANE PUBLIC FACILITIES DISTRICT

Stephanie Curran, Chief Executive Officer

CITY OF SPOKANE, PARK BOARD

Garrett Jones, Director Parks & Recreation



March 26TH, 2020

Spokane Public Facilities District
Monte Koch, Director of Facilities & Operations
mkoch@spokanepfd.org
720 W. Mallon
Spokane, WA 99201

RE: Proposal for Ramp Connection from Sportsplex to North Bank Park

Monte,

Lydig Construction, Inc. is pleased to present the enclosed design and pricing package that has been collaboratively developed to design and construct a new ADA-compliant path of travel from the southwest of the Sportsplex site, down the rocky bluff feature, and connection with the northern end of the Howard Street promenade in the North Bank Park project.

Based on the Sportsplex design-build team's multiple meetings with City of Spokane Parks Department officials, we have come up with a design that we believe best meets with their functional, aesthetic and financial expectations. This package includes the design revision requests made by Berry Ellison at the March 16th meeting at the Sportsplex jobsite trailer.

The Lydig team looks forward to working with you in coordinating the upcoming agreement between SPFD and City of Spokane Parks, in order to award this work as additional scope to the Sportsplex construction project and its associated budget.

Please review a summary of the current design and construction budget below, including commentary on design, assumptions, estimated values and allowances, constructability and scheduling.



Design Summary:

See attached Exhibit A

Ramp:

The attached drawings from Land Expressions (landscape architect) and Coffman Engineers (civil engineer) represent an approximately 610ft long, 7ft wide concrete ramp. The ramp will switchback to allow for slopes low enough to avoid any handrail requirements. The ramp shall connect to Sportsplex project flatwork at the top of the bluff, and the north end of the Howard Street Promenade at the bottom. The ramp will have a 6" curb along the downhill side of each section for wheelchair safety, and an integral thickened edge to prevent movement of the concrete in the fill below over time. Ramp concrete will be standard grey with a light broom finish.

Handrail is not included at any location. Flat or low slope grading and boulders will be provided at the switchback turn areas, eliminating any steep grades or drop-offs adjacent to the concrete path.

Concrete retaining walls are not included at any location.

This proposal includes the non-engineered placement of large boulders to facilitate a tiered grade along portions of the east slope. The east slope will maintain an approximate 3:1 slope and extend nearly to the backside of the North Bank Park playground's northwest retaining wall.

The west slope shall consist of a generally terraced slope comprised of boulders and compacted fill.

Geotechnical observation of boulder placement and fill stabilization measures is included.

Landscaping:

This proposal includes a budgeted Allowance for landscaping. Lydig and Land Expressions look forward to a final review of the planting and irrigation plan directly with the Parks Department. Landscaping will include plants, limited clean soil at planting areas only, and associated irrigation.

Planting materials will consist of approximately (5) small trees and (200) evergreen and deciduous shrubs/ground cover, located in individual pocket planters.

This proposal includes a budgeted Allowance for boulder placement to create a "scramble" feature up the center of the path of travel, and for boulder placement along eastern edge of the work area, to complement the "Ice Age" theme of the adjacent North Bank Park. The boulder scramble will be installed so that it appears as an extension of the rock & log features along Howard Street Promenade.

**Lighting:**

This proposal includes (6) Bega “candlestick” pole lights and associated concrete bases, per approximate locations shown in Exhibit A. This is the same light fixture currently installed along the Howard Street Promenade. Lighting will be fed from and controlled by the North Bank Park project. Pole lights will be oriented towards the inside corners of the switch back turns, creating two rows of (3) lights going up the ramp.

The current lighting design is estimated to provide 0.5-1 candle foot of light at all sections of ramp.

Grading, Excavation & Fill Material:

This proposal includes the grading and excavation work required to support the ramp and the slopes shown on the attached design documents.

Blasting:

Based on recent exploratory excavations near the top of the bluff, Lydig does not expect the need for explosives to be used. In the event rock blasting is required, Lydig will coordinate directly with the Parks Department and the North Bank Park project to execute this work safely and with as little impact to either adjacent construction project. The rock blasting cost will be coordinated with SPFD and Parks Department, utilizing the Contingency monies (as needed) in the attached budget.

Fill Material:

The ramp will sit on properly compacted fill material, much of which was used for a temporary road used by the Sportsplex grading contractor in late 2019. Compaction will be periodically observed and recorded by a Geotechnical engineer as part of this proposal.

A design-build effort will be taken during grading to best stabilize the fill at the west side of the ramp feature to accommodate future flatwork tie-in by the Papillon South Tower project, allowing for excavation without undermining the stability of the ramp fill. Based on direction of the geotechnical engineer at time of install, this may consist of layered geofabric or other stabilization measures.

Contaminated Soils:

Lydig Construction is aware that this material is classified as contaminated, primarily by low levels of PAH's. This proposal includes capping the immediate work area only with 12" of non-contaminated crushed basalt generated from the Sportsplex project, as was done while this material was used for a temporary road between Sportsplex and North Bank Park.



It is the responsibility of the Parks Department to verify this is an acceptable capping method, and coordinate all reviews, correspondence, and acceptance and permitting (if required) of this material placement with all applicable Authorities Having Jurisdiction (AHJ) including the Department of Ecology and State Environmental Policy Act officials.

This proposal does not assume the capping design is acceptable by all applicable AHJ, and Lydig Construction requests implicit indemnification from any and all liability associated with the known contaminated fill material prior to commencing work.

This proposal does not include costs for any applications, inspection, observations or any other costs associated with any AHJ review or approval regarding contaminated soil.

The method of permitting this work is unclear at the time of this proposal. If the construction of this ramp is tied to current or forthcoming Sportsplex permits, special care should be taken by the SPFD in regards to this contaminated soil, as it may impact permits and approvals by various AHJ already in place for Sportsplex.

This crushed rock capping material is not suitable for plant growth. Planting materials included in the Landscaping scope of work will reside in clean, limited, imported top soil provided by the landscaper only at locations of planting materials (small tree wells).

Additional Soil from North Bank Project:

During the week of March 2nd, 2020, SPFD notified Lydig that the Parks Department has requested additional contaminated soil be relocated off the North Bank Park project site. This request was received after the current ramp design was finalized. Lydig will make all attempts to utilize additional soil from the North Bank Park project for the construction of this ramp feature, but cannot quantify usage or commit to this request at this time. Lydig will perform the construction work in this proposal in the same open and collaborative approach utilized during the initial design discussions with Parks, and apprise all parties of opportunities to take additional soils from North Bank Park if and when they become evident.

Work Area Access:

This proposal assumes access for Lydig and applicable Sportsplex subcontractors from Washington Street and a clear path through the North Bank Park project to the work area. A sufficient equipment and material staging area will be required for the duration of this work.

SWPPP:

This proposal does not include any Stormwater Protection Plans. Lydig shall closely coordinate with North Bank Park contractor to ensure that their project's SWPPP is maintained throughout the course of work.

No labor or material costs for SWPPP work is included in this proposal.



No Lydig materials or equipment are planned to have access from Howard Street, and no protection of public streets, Right of Way, storm or sewer systems are included in this proposal.

Schedule:

Lydig desires to commence work as soon as possible to reduce any impact to the Sportsplex or North Bank Park projects. The estimated duration of work is 6 weeks.

Mass grading will be sequenced with landscaper to facilitate boulder placement in the work area, working in a primarily "top down" fashion.

Grading and boulder placement will be followed by concrete and electrical work, followed by landscaping. Depending on the final approved landscape design, landscaping may be performed at later time, after other work has been completed.

Cost & Billing:

See attached Exhibit B

Itemized pricing is shown in Exhibit B.

A contingency has been included to account for any unforeseen issues that may arise during the course of construction. This contingency may be utilized to increase landscape or boulder scopes of work after completion of all other work has been completed and accepted by any applicable AHJ, SPFD and Parks Department.

All construction work shall be covered by a one-year warranty period.

Upon approval of the pricing and design by the SPFD and Parks, Lydig will issue a corresponding change order to the Sportsplex project to track the costs directly associated with this scope of work. Lydig will also make the necessary arrangements to assist the SPFD with periodic billings, allowing the SPFD to submit payment requests to Parks for payment installations, with quantity and frequency of payments still to be determined.



Lydig Construction, Inc. appreciates the opportunity to help the Public Facilities District and City of Spokane Parks Department create a much needed connection between these two exciting projects.

Yours sincerely,

LYDIG CONSTRUCTION, INC.

A handwritten signature in blue ink, appearing to read "Andrew Brenner", is written over the printed name.

Andrew Brenner, Project Manager

EXHIBIT A: RAMP FORMAT



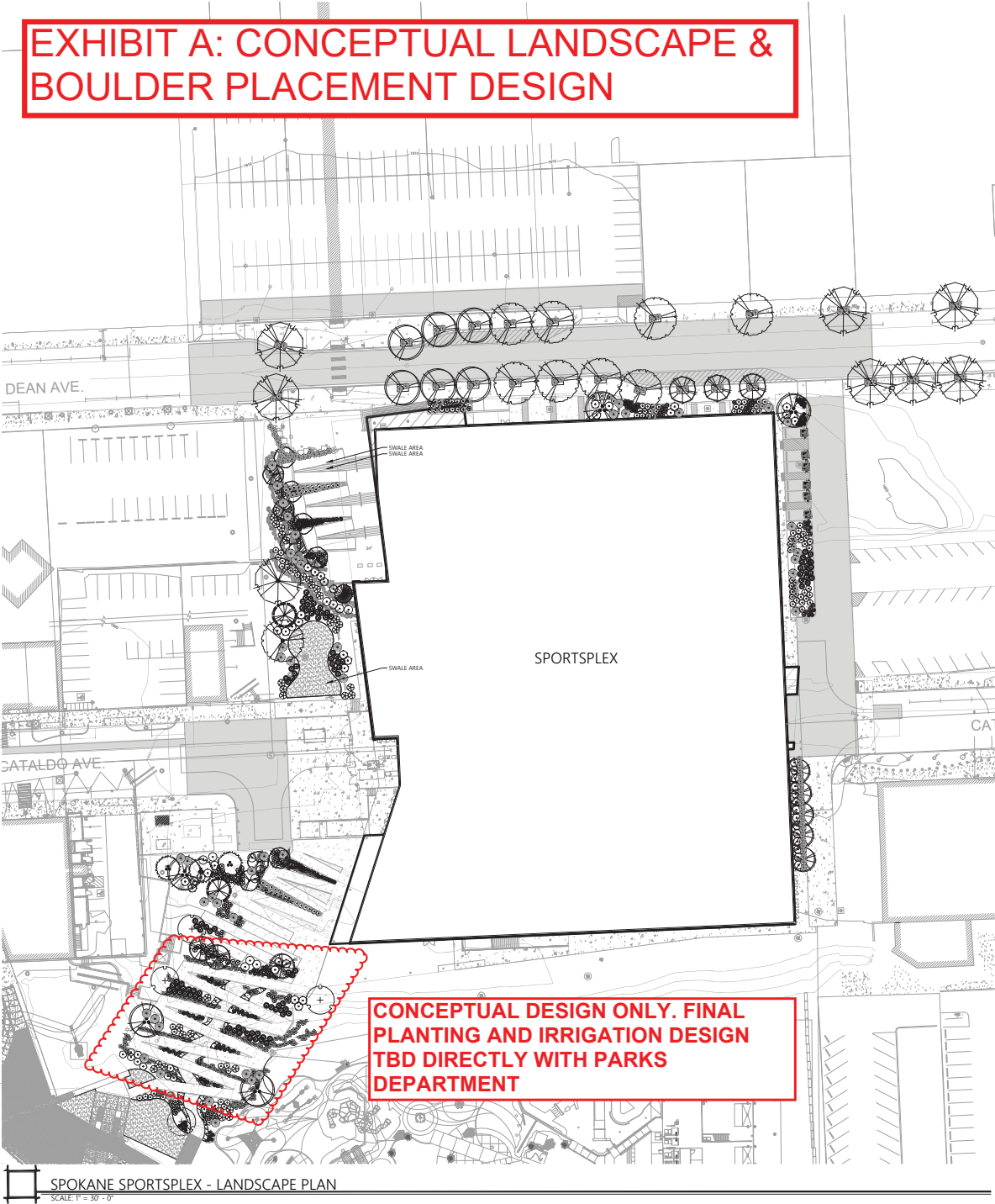
SPORTSPLEX

SPORTSPLEX PARK CONNECTION #17

5615 E DAY MT. SPOKANE ROAD | MEAD, WA 99021 | 509.466.6683 | www.landexpressions.com

02.21.20

EXHIBIT A: CONCEPTUAL LANDSCAPE & BOULDER PLACEMENT DESIGN



CONCEPTUAL DESIGN ONLY. FINAL PLANTING AND IRRIGATION DESIGN TBD DIRECTLY WITH PARKS DEPARTMENT

| PLANT SCHEDULE | | | |
|----------------|---|-------|---------------------------|
| TREES | BOTANICAL / COMMON NAME | CONT | SPACING |
| | ACER GRiseum / PAPERBARK MAPLE | 8.8 B | 175' CAL 6'-8" MULTI-STEM |
| | ACER SACCHARUM 'COMMEMORATION' / COMMEMORATION SUGAR MAPLE | 8.8 B | 2' CAL |
| | FAGUS SYLVATICA 'RED ORELIK' / FASTGATE PURPLE BEECH | 8.8 B | 2' CAL |
| | GINKGO BILOBA 'PRINCETON SENTINEL' / PRINCETON SENTINEL GINKGO | 8.8 B | 2' CAL |
| | TILIA TOMENTOSA 'STERLING' / STERLING SILVER LINDEN | 8.8 B | 2' CAL |
| | LARIX DECIDUA / EUROPEAN LARCH | 8.8 B | 8'-10' |
| | LARIX DECIDUA 'PENDULA' / WEEPING EUROPEAN LARCH | 8.8 B | 7'-8' |
| | AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / AUTUMN BRILLIANCE 'SERVICEBERRY | 8.8 B | 2' CAL CLUMP |
| | PRINUS NIGRA / AUSTRALIAN BLACK PINE | 8.8 B | 7'-8' |
| | PRINUS SEROTINA 'KOWANZAN' / FLOWERING CHERRY | 8.8 B | 2' CAL |
| | PRINUS X 'JFS-KW4' P.A.F. / FIRST BUSH FLOWERING CHERRY | 8.8 B | 2' CAL |
| | CLETHRA ALNIFOLIA / SUMMERSWEET CLETHRA | 5 GAL | |
| | CORNUS SERICEA 'IVORY HALO' / VARIEGATED REDTWIG DOGWOOD | 5 GAL | |
| | EUCONYMIUS ALATUS 'COMPACTUS' / DWARF BURNING BUSH | 5 GAL | |
| | MAHONIA REPENS / CREEPING MAHONIA | 2 GAL | |
| | PRINUS SYLVESTRIS 'GLAUCOA NANA' / DWARF SCOTCH PINE | 3 GAL | |
| | RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC | 2 GAL | |
| | SPIRAEA JAPONICA 'NANA' / ALPINE SPIREA | 1 GAL | |
| | SPIRAEA X BUNALDA 'LITTLE PRINCESS' / LITTLE PRINCESS SPIREA | 2 GAL | |
| | SYRINGA PATULA 'MISS KIM' / MISS KIM LILAC | 5 GAL | |
| | HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY | 1 GAL | |
| | RUDEBECKIA FULGIDA 'INDIAN SUMMER' / CONEFLOWER | 1 GAL | |
| | HELIOTROPICUM SEMPERVIRENS 'BLUE CATS' / BLUE CAT GRASS | 3 GAL | |
| | MISCANTHUS SINENSIS 'GRACILIMUS' / MAIDEN GRASS | 5 GAL | |
| | MISCANTHUS SINENSIS 'HAMELIN' / DWARF FOUNTAIN GRASS | 3 GAL | |
| | STIPA BRACHYTRICHA / KOREAN FEATHER REED GRASS | 1 GAL | |
| | POTENTILLA VERNIA / SPRING CINQUEFOIL | 1 GAL | 18" o.c. |
| | SEDUM RUPESTRIS 'ANGELINA' / YELLOW STONECROP | 1 GAL | 18" o.c. |
| | TURF SOD / KENTUCKY BLUEGRASS BLEND | SOD | |

- LANDSCAPE NOTES:
- THE CONTRACTOR SHALL MAINTAIN A QUALIFIED SUPERVISOR ON THE SITE AT ALL TIMES DURING CONSTRUCTION THROUGH COMPLETION OF FINAL PLANTING WORK.
 - THE CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL QUANTITIES PRIOR TO INSTALLATION. ANY PLANT MATERIAL QUANTITIES LISTED ARE FOR THE CONVENIENCE OF THE CONTRACTOR. ACTUAL NUMBER OF SYMBOLS SHALL HAVE PRIORITY OVER QUANTITY DESIGNATED.
 - GROUND COVER PLANTING (WHERE SPECIFIED) SHALL BE CONTINUOUS UNDER ALL TREES AND SHRUB MASSES AS SHOWN ON PLAN.
 - ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT AND/OR OWNER PRIOR TO INSTALLATION.
 - CONTRACTOR TO PLACE TOP SOIL TO A DEPTH OF 4" IN ALL LAWN AREAS, 12" IN ALL PLANTING BEDS UNLESS OTHERWISE NOTED. IMPORT TOPSOIL SHALL CONSIST OF SANDY LOAM, NONTOXIC, FREE OF NOXIOUS WEEDS, GRASS, BRUSH, STICKS, OR ROCKS GREATER THAN 1/2" IN DIAMETER UNLESS OTHERWISE NOTED. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO PLACEMENT.
 - CONTRACTOR TO RAKE FINISH GRADE SMOOTH AND NATURAL. REFER TO CIVIL GRADING PLANS FOR SLOPES.
 - CONTRACTOR TO PLACE TWO APPLICATIONS OF PRE-EMERGENT HERBICIDE ABOVE AND BELOW TOP DRESSING (MULCH) IN PLANTER BEDS.
 - CONTRACTOR TO PLACE EXTRUDED 6" X 6" CONCRETE EDGING BETWEEN ALL TURF AND PLANTING BEDS, UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO INSTALL SOD IN ALL TURF AREAS, UNLESS OTHERWISE NOTED.
 - ALL PLANT MATERIAL INSTALLED BY CONTRACTOR SHALL BE WARRANTED FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE.
 - CONTRACTOR TO PLACE A THREE INCH (3") DEPTH OF FINE GRADE FIR/LARCH BARK MULCH IN ALL PLANTING BEDS. COORDINATE WITH PRE-EMERGENT HERBICIDE APPLICATION AND/OR WEED FABRIC PLACEMENT.
 - NO SUBSTITUTIONS ARE PERMITTED WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.
 - DO NOT APPLY PRE-EMERGENT TO SOIL OR BEDS WHERE STREET TREES EXIST OR WILL BE PLANTED.
 - CONTRACTOR SHALL PLANT ALL TREES AND SHRUBS ACCORDING TO DETAIL V-101 AND V-102. AFTER PLANTING, IF TREES ARE UNSTABLE, STAKING MAY BE USED BUT ONLY AS NECESSARY. AT 6 MONTHS ALL STAKING MATERIAL SHALL BE REMOVED. IF TREE IS STILL UNSTABLE AFTER 6 MONTHS, TREE MAY NEED TO BE REPLACED.
 - PRIOR TO STREET/PUBLIC TREE INSTALLATION, PRUNING (CROWN/ROOT) OR REMOVAL LICENSED AND CERTIFIED ARBORIST MUST SUBMIT A COMPLETE PUBLIC TREE PERMIT APPLICATION AT LEAST 10 DAYS PRIOR TO WORK BEING PERFORMED FOR THIS PROJECT. PERMIT TO INCLUDE CERTIFIED ARBORIST INFORMATION AND START AND COMPLETION DATES.
 - ANY SUBSTITUTIONS OF PUBLIC STREET TREES MUST HAVE WRITTEN APPROVAL FROM URBAN FORESTRY PRIOR TO INSTALLATION.
 - NO TREE SHALL BE PLANTED WITHIN FIFTEEN (15) FEET OF ANY DRIVEWAY, ALLEY, STREET LIGHT, UTILITY POLE, UNDERGROUND UTILITY, NON-SAFETY STREET SIGN (EX. PARKING, STREET NAME) OR FIRE HYDRANT. NO TREE SHALL BE PLANTED WITHIN TWENTY (20) FEET OF A CRITICAL STREET SAFETY SIGN (EX. STOP, YIELD OR PEDESTRIAN CROSSING). NO TREE SHALL BE PLANTED WITHIN TEN (10) FEET OF A CURB DROP FOR STORM WATER. THE POTENTIAL PLACEMENT OF STREET SIGNS, STREET LIGHTS AND UTILITY POLES SHALL BE EVALUATED TO LESSEN THE CONFLICT WITH THE GROWTH OF EXISTING STREET TREES.

EXHIBIT A: POLE LIGHT LAYOUT



EXHIBIT A: BEGA POLE LIGHT SPECIFICATIONS

Application

Light Building Elements are luminous design features for public areas. These luminaires are ideally suited for delineating and structuring interior and exterior spaces such as landscape areas, plazas, building entrances, and atria.

Materials

Luminaire housing and post constructed of die-cast and extruded marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy
UV stabilized acrylic diffuser
Reflector made of pure anodized aluminum
Silicone gasket
Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations
Protection class IP 65

Weight: 77.6 lbs.

EPA (Effective projection area): 11.84 sq. ft.

Electrical

| | |
|-----------------------------|-------------------------------|
| Operating voltage | 120-277VAC (surge protection) |
| Minimum start temperature | -30° C |
| Maximum ambient temperature | 55° C |
| LED module wattage | 47.7 W |
| System wattage | 59.0 W |
| Controllability | 0-10V dimmable |
| Color rendering index | Ra > 80 |
| Luminaire lumens | 5,748 lumens (4000K) |
| LED service life (L70) | 60,000 hours |

LED color temperature

4000K - Product number + **K4**
3500K - Product number + **K35**
3000K - Product number + **K3**
2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish

All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

| | | | |
|------------------|--------------|--------------|------|
| Available colors | Black (BLK) | White (WHT) | RAL: |
| | Bronze (BRZ) | Silver (SLV) | CUS: |



| Light Building Element · symmetric | | | | | |
|------------------------------------|--------|-------|--------|-----|--------|
| | LED | A | B | C | D |
| 88 065 | 47.7 W | 8 5⁄8 | 27 1⁄2 | 197 | 39 5⁄8 |

Type:
BEGA Product:
Project:
Modified:



EXHIBIT B: RAMP PRICING

Owner Requested Change 3 Description: Ramp Connection from SPLX to North Bank Park Status: 0

| Item No | Description | Work Scope | Responsible | Qty | Units | Unit Prices | | | | Extended Prices | | | | Total |
|---------|--|------------|------------------|------|-------|-------------|----------|----------|---------------|-----------------|----------|----------|---------------|------------|
| | | | | | | Labor | Material | Supplier | Subcontractor | Labor | Material | Supplier | Subcontractor | |
| 1 | GRADING COMPLETE | | Piersol | | 1 ls | | | | 88,500.00 | - | - | - | 88,500.00 | 88,500.00 |
| 2 | Grade ramp using on site material | | | | | | | | | - | - | - | - | - |
| 3 | Excavate rock at top of bluff | | | | | | | | | - | - | - | - | - |
| 4 | Survey & fine grade for flatwork | | | | | | | | | - | - | - | - | - |
| 5 | Excavate for concrete ramp & site walls | | | | | | | | | - | - | - | - | - |
| 6 | Bury fiber cable below upper ramp | | | | | | | | | - | - | - | - | - |
| 7 | | | | | | | | | | - | - | - | - | - |
| 8 | | | | | | | | | | - | - | - | - | - |
| 9 | | | | | | | | | | - | - | - | - | - |
| 10 | CONCRETE | | | | | | | | | - | - | - | - | - |
| 11 | Flatwork: Ramp, Landings, Overlook | | Cam Reilly | 5065 | sf | | | | 10.00 | - | - | - | 50,650.00 | 50,650.00 |
| 12 | Flatwork: thcknd edge & curb at downhill edge | | Cam Reilly | 610 | lf | | | | 30.00 | - | - | - | 18,300.00 | 18,300.00 |
| 13 | | | | | | | | | | - | - | - | - | - |
| 14 | ELECTRICAL | | Pick | 1 | ls | | | | 46,500.00 | - | - | - | 46,500.00 | 46,500.00 |
| 15 | (6) Pole lights & base along switchbacks | | | | | | | | | - | - | - | - | - |
| 16 | Lighting Controls by North Bank project | | | | | | | | | - | - | - | - | - |
| 17 | Connect to North Bank Park circuitry | | | | | | | | | - | - | - | - | - |
| 18 | | | | | | | | | | - | - | - | - | - |
| 19 | LANDSCAPE | | Land Expressions | | | | | | | - | - | - | - | - |
| 20 | Place boulders | | | 1 | ls | | | | 20,500.00 | - | - | - | 20,500.00 | 20,500.00 |
| 21 | Landscape Allowance | | | 1 | ls | | | | 55,000.00 | - | - | - | 55,000.00 | 55,000.00 |
| 22 | | | | | | | | | | - | - | - | - | - |
| 23 | | | | | | | | | | - | - | - | - | - |
| 24 | DESIGN FEES | | | 1 | ls | | | | 51,150.00 | - | - | - | 51,150.00 | 51,150.00 |
| 25 | Integrus & Land Expressions | | | | | | | | | - | - | - | - | - |
| 26 | Civil & Geotech | | | | | | | | | - | - | - | - | - |
| 27 | | | | | | | | | | - | - | - | - | - |
| 28 | BOND, INSUR, TAX, PERMIT, SUPERVISION, FEE (10%) | | Lydig | 1 | ls | | | | 33,060.00 | - | - | - | 33,060.00 | 33,060.00 |
| 29 | | | | | | | | | | - | - | - | - | - |
| 30 | CONTINGENCY | | | 1 | ls | | | | 35,183.00 | - | - | - | 35,183.00 | 35,183.00 |
| | Do Not ADD/DELETE Rows | | | | | | | | | - | - | - | - | - |
| Totals: | | | | | | | | | | - | - | - | 398,843.00 | 398,843.00 |

FULL DESCRIPTION OF VE/BUYBACK/ADDED ITEM

See Ramp Pricing Proposal Pacakge dated 3-26-20 for detailed description of line items above

TOTAL DIRECT COST OF - VE ITEM #3 > 398,843.00

TOTAL QUOTED COST - VE ITEM #3 > 398,843.00

DELTA > -

Park Board President and Members:

My name is Tom Sanderson and I reside at 1803 East 37th Ave, Spokane, 99203. I am writing as a citizen who frequents our city parks. I am writing to ask the board to consider what I believe would be two important new policies. The first is to designate new “off-leash” areas in as many city parks as feasible. This will allow more citizens the opportunity to optimize city park space in a broader manner. At this time those wanting to use an off-leash area must travel to remote, centralized locations. The establishing of even temporary off-leash, satellite, off-leash areas can promote more localized use of parks while keeping within compliance of social distancing and Governor Inslee’s “stay home” policy. In short, easier access to off-leash areas will allow people to more broadly use their local parks and thus keep our citizens closer to their homes.

My second proposed subject for consideration focuses on what I am already seeing as a result of our current situation. The “stay home” policy we are all under is resulting in more use of the city parks and open spaces for the entire week rather than just the weekends. Therefore, I am witnessing a larger amount of trash accumulating at my local park both in receptacles and not. I feel this would be an opportune time to not only install more accessible garbage cans but also to install more recycling cans within our parks and spaces. Not only is there a developing need for this move but I would argue that promoting comprehensive recycling is a responsibility of city parks and thus, the Park Board. Moreover, the enormity of the current pandemic has created a sense of community and communal responsibility that is unfortunately rarely seen outside of tragic events. Therefore, this is an opportunity to tap into that feeling and promote responsible use and care for our parks. By promoting recycling, the Spokane Park Board will help citizens make the connections between our healthy parks and our healthy environment.

My proposals are inconsequential when compared to the current health crisis we are all experiencing. However, when it is time to heal our city, I feel these types of policies being in place will help us all stay on a common course towards a rebuilding a physically and emotionally healthy community. I thank you all for your work and attention.

Sincerely,

Tom Sanderson

509-270-2278