



Spokane Park Board
3:30 p.m. Thursday, June 11, 2020
WebEx virtual meeting

Park Board Members:

X Jennifer Ogden – President
X Bob Anderson – Vice President
X Garrett Jones – Secretary
X Nick Sumner
X Rick Chase
X Greta Gilman
Sally Lodato (Absent/excused)
X Gerry Sperling
X Barb Richey
X Lori Kinnear – City Council liaison
(Arrived: 3:35 p.m.)

Parks Staff:

Jason Conley
Mark Buening
Fianna Dickson
Nick Hamad
Al Vorderbrueggen
Jennifer Papich
Jonathan Moog
Berry Ellison
Mark Poirier
Pamela Clarke

Guests:

Kyle Twohig
Melissa Huggins
Terri Fortner
Licia LeGrant
Sheldon Jackson
Dan Buller

MINUTES

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

1. **Call to order:** *Jennifer Ogden* called the meeting to order at 3:30 p.m.
 2. **Roll Call:** *Pamela Clarke*
See above
 3. **Additional or deletions to the Agenda:** *Jennifer Ogden*
 - A. The Centennial Trail Summit Boulevard Gap project presentation was moved to special discussion/action items section.
 - B. The public comment section was moved further down on the agenda to follow the Director's report.
 4. **Consent agenda:** *Jennifer Ogden*
 - A. Administrative and Committee-level items
 - 1) [May 11, 2020, regular Park Board meeting minutes](#)
 - 2) [May 14, 2020, regular Park Board meeting minutes](#)
 - 3) [Claims \(\\$1,739,762.68\) – May 2020](#)
 - 4) [GeoEngineers amendment #6/North bank \(\\$25,140, no tax\)](#)
 - 5) [Riverfront Park redevelopment budget amendment #10](#)
- Motion No. 1:** Jennifer Ogden moved to approve consent agenda items #1 - #5, as presented.
- Rick Chase seconded.
Motion passed with unanimous consent (7-0 vote).
5. **Financial report and budget update:** – *Mark Buening* provided the [May financial report and budget update](#). Mr. Buening explained the pandemic, shutdown of almost all revenue-generating activities and the hiring freeze have resulted in dramatic reductions in both revenues and expenditures. The May actual expenditures for the Park Fund are about \$1.5

million less than the two-year, historic budget average. Year-to-date revenues are about \$728,000 less than the budget average. Revenues are exceeding expenditures approximately \$1.8 million. May operating expenditures for the Golf Fund is about \$227,000 less than the historic budget average. Year-to-date revenues are less than the budget average by almost \$175,000. Revenues are exceeding expenditures almost \$387,000 year-to-date.

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

A. [Clarification of Park Board Authority per the Spokane Municipal Code](#) – Councilmember *Lori Kinnear* proposed a draft paper be crafted which clarifies the authority of the Park Board, Park's director and city administration per the Spokane Municipal Code (SMC). She pointed out there appears to be some ambiguity regarding certain responsibilities. One example included requests for Park facilities which currently goes through a process that ultimately is determined by the Mayor. She explained, according to the SMC, it should be the Park director's responsibility. She suggested there be clarification to avoid some of these "fuzzy" or gray areas. When referencing Article V of the City Charter and the SMC, *Jennifer Ogden* noted that the Park Board has the authority to care for, manage and control all grounds and facilities for park purposes, and to make rules and regulations covering the use of those facilities. Ms. Ogden welcomed this opportunity to have clarification and articulation.

B. [Parks and Open Space Master Plan update](#) – *Nick Hamad* presented an update on the Parks and Open Space Master Plan. This planning document is developed by Parks every six to 10 years, and serves as the division's strategic investment plan for its parks and open spaces. Public engagement is a key component in developing the plan. Due to the Covid-19 pandemic, there has been a delay in kicking off the public engagement step. Mr. Hamad outlined the input process which includes: 1) creation of a citizen advisory committee consisting of partner agencies and citizen organizations; 2) input from neighborhood councils, park users and the general public; 3) input from staff and the consultant; and 4) creation of a project advisory committee consisting of representatives from the Park Board, City Council and mayoral city staff. Mr. Hamad reviewed some of the timeframe adjustments which have been made due to the pandemic. He also shared some of the project branding, and the progress made on the project inventory and mapping.

C. [Centennial Trail Summit Boulevard Gap project/Kyle Twohig](#) – Director of Engineering Services *Kyle Twohig* presented an overview of a project to complete a missing section of the Centennial Trail, connecting the trail at Boone Avenue and Summit Boulevard to the trail at Pettet Drive and West Point Road. The project also involves replacing deteriorating sidewalks in the West Central Neighborhood. Mr. Twohig explained the project was delayed to allow for additional engagement and to incorporate feedback. A recent public survey received more than 2,300 responses and more than 550 responses from the West Central Neighborhood residents. Survey results included: 1) more than 20% of the respondents use this section of the trail for commuting; 2) 72.8% indicated they would use this section of the trail more as a shared use path; and 3) 83% of users of this segment do not feel the current section adequately meets users' needs for safety and accommodation. The Design Review Board (DRB) provided suggestions for better design elements to improve the project and address public concerns. Mr. Twohig shared the DRB recommendations with the Park Board. *Garrett Jones* thanked Mr. Twohig and his team for the collaboration and communication throughout this project.

Motion No. 2 – *Jennifer Ogden* moved to have staff draft a letter of support from the Park Board for this project.

Greta Gilman seconded.

Motion passed with unanimous consent (8-0 vote).

7. **Committee reports:**

Finance Committee: June 9, 2020, *Bob Anderson*

A. [Community basketball court murals donation](#) – *Melissa Huggins*, Spokane Arts executive director, presented the background, selection process and proposed recommendation to accept a donation from Hooptown USA, made possible by a grant from MultiCare, of three basketball court murals at three Spokane neighborhood parks.

- a) Background – Hooptown USA received a grant from MultiCare to revitalize community basketball courts, and approached Spokane Arts with the idea of installing murals in Spokane. Prior to the art selection process, proposed sites were identified at three city park basketball courts located in neighborhoods designed to benefit as many citizens as possible. These selected neighborhoods include Peaceful Valley, Chief Garry and Lincoln Heights.
- b) Selection process – Spokane Arts hosted an open call for artists to submit qualifications and concept designs. A total of 38 artists submitted applications for the mural projects. A panel of representatives from Hooptown USA, Spokane Parks, MultiCare and Spokane Arts selected eight finalists. Those eight designs were shared in a community survey of the three neighborhoods' residents, as well as from people who use those parks but aren't residents of the neighborhoods. Representatives from each neighborhood were also invited to participate and vote in the jury selection process.
- c) Artists/location – Mural designs by artists Tiffany Patterson, Joshua Martel and Nick Goettling were selected from a field of 38 artists who responded to the call for artists administered by Spokane Arts. These murals will be installed at basketball courts in [Peaceful Valley, Chief Garry Park and Thornton Murphy Park](#). The Chief Garry mural installation, designed by Mr. Martel, will include neighborhood participation.
- d) Installation/timing – The first installation at Peaceful Valley is scheduled to begin the end of June and expected to be completed in August. The second installation, at Chief Garry Park, is scheduled to begin mid-July. The mural at Thornton Murphy is set to be installed in 2021. The donation to Parks includes court resurfacing, line painting, artist selection, mural design and installation, project administration, and all costs reasonably associated with the installation of the murals.

Motion No. 3 – Bob Anderson moved to approve the community basketball court murals donation from Hooptown USA made possible by a grant from MultiCare, for mural designs by artists Tiffany Patterson, Joshua Martel and Nick Goettling at the three designated sites, including Peaceful Valley, Chief Garry Park and Thornton Murphy Park.

Barb Richey seconded.

Motion passed with unanimous consent (8-0 vote).

B. [Selkirk Development reciprocal easement/Riverfront Park north bank](#) – *Berry Ellison* presented an overview of the proposed reciprocal easement agreement with Selkirk Development. Mr. Ellison presented a [site plan](#) of the Riverfront Park north bank and adjacent

properties which include the SportsPlex site, Veterans Memorial Arena and Selkirk Development Papillion property. The park's north bank redevelopment project is currently under construction and includes a playground, skate park, maintenance building and signature basketball court. The Papillion project, located in the former Ram Brewery & Restaurant building, is a multi-use development which includes a tower for office, residential, hotel use and/or restaurant use, and a parking structure. The 15-foot, no-build easement is required for permits, planning and development coordination, and access. In exchange for allowing Selkirk the easement on Park property, the City will gain a public walkway and use of the restrooms in the Papillion tower during regular park hours. Mr. Ellison explained this development would anchor the north end of the park's promenade. As stated in the agreement, the developer will cover the cost of constructing and maintaining the walkway and landscaping. No money would be exchanged as part of this agreement. The agreement allows Selkirk five years to complete the project.

Motion No. 4: Bob Anderson moved to accept the Selkirk Development reciprocal easement on the north bank of Riverfront Park, as presented.

Gerry Sperling seconded

Motion passed with unanimous consent (8-0 vote).

C. The next regularly scheduled meeting is 3 p.m. July 7, 2020.

Urban Forestry Tree Committee: The June 2 meeting was canceled. *Rick Chase*

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. June 30, 2020.

Golf Committee: June 9, 2020 *Gerry Sperling*

A. Action items: None

B. The next scheduled meeting is 8 a.m., July 7, 2020.

Land Committee: The June 3 meeting was canceled. *Greta Gilman*

A. Action items: None

B. The next scheduled meeting is 4 p.m. July 1, 2020.

Recreation Committee: The June 3 meeting was canceled. *Sally Lodato*

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. July 1, 2020.

Riverfront Park Committee: June 8, 2020, *Nick Sumner*

A. [Utilities/Parks interdepartmental agreement amendment/Riverfront Park parking lots \(Revenue: \\$96,865, no tax\)](#) – *Jonathan Moog* presented an overview of the amended interdepartmental agreement with city Utilities Division for use of the Riverfront Park parking lots, Bosch Lot (Lot #7) and parking lot #6. The original agreement, executed in 2016, provided Utilities access to construct the Combined Sewer Overflow (CSO) tank on the Bosch Lot site. Later the same site was used as a lay-down for construction supporting the construction of the CSO tank/plaza adjacent to the downtown library. The proposed amendment would allow Utilities continued use of Riverfront Park parking lots during construction of the Post Street Bridge replacement project. In return, Utilities will pay to Parks for the number of parking stalls used during the duration of each project. The expected number of stalls for the Bosch Lot is 42 charged at a rate of \$924 per stall annually and upper portion of Parking Lot #6 is 29 charged at a rate of \$2003 per stall annually. Total annual compensation is \$96,865. *Jennifer Ogden* explained it is important that some parking, at least six spots, available when the new all-

inclusive playground on West Havermale Island is completed. Parks plans to work with the contactor regarding parking options. All of Post Street will be closed, so Parks may need to look elsewhere for playground accessible parking.

Motion No. 5 – Nick Sumner moved to approve the interdepartmental agreement amendment, as presented, allowing Utilities use of Riverfront Park parking lots, Bosch Lot and lot #6. In exchange, Utilities will compensate Parks \$96,865 annually.

Bob Anderson seconded.

Motion passed with unanimous consent (8-0 vote).

B. The next scheduled meeting is 3 p.m. July 6, 2020.

8. **Reports:**

A. **Park Board President:** *Jennifer Ogden* deferred her report in the essence time allowing more time for public comment.

B. **Liaisons:**

1. **Conservation Futures** – *Greta Gilman* reported the county commissioners recently approved the purchase, through Conservation Futures, of two properties in the Beacon Hill area. The land acquisitions included the Collin and Paras properties. These property acquisitions allow the connection needed for non-motorized, public recreation in the Beacon Hill area. The area would continue to be maintained through the agreement with Evergreen East Mountain Bike Alliance.
2. **Parks Foundation** – *Gerry Sperling* reported highlights of the April 22 Parks Foundation meeting. The foundation has experienced a reduction in donation dollars due to Covid-19. The Kalispell Tribe has announced it will not be awarding any grants this year. The Parks Foundation is focusing on open spaces since these are the areas which are accessible to the public, at this time, due to the pandemic. The foundation was recently awarded a \$10,000 grant from Principal Financial. Foundation staff is looking into funding opportunities for a dog park within Riverfront Park.
3. **City Council** – *Lori Kinnear* reported a request for proposal went out a few days ago for the fuel mediation project which involves using goats on city property to reduce wildfire fuel. Council member Kinnear said once the state enters Phase 3, pools will be allowed to open with restrictions. She said council is working with Park staff in finding funding opportunities needed to open the city's aquatic centers.

C. **Director:** *Garrett Jones* reported Parks recently opened following to the public: playground structures, dog parks, Numerica SkyRide and field rentals for outdoor sports practices. Golf can now have non-household members ride a cart together. Temp/seasonal support is a primary focus area. Currently, Parks has about one-third of its normal work force for this time of year. Staff is monitoring revenue and looking at slowly ramping up temp/seasonal staff as Phase 3 unfolds. Staff has developed an operations plan, aligning with Phase 3 modifications required by the state Department of Health. The plan includes staffing, training, a reduced-capacity analysis, budget and timelines. He thanked staff, the Park Board and city administration for their hard work and support while working through the pandemic.

9. **Public comment:**

A. None

10. **Executive Session:**
A. None
11. **Correspondence:**
A. Letters/email: [Riverfront Park artwork emails](#)
[Thank you email](#)
12. **Adjournment:** The meeting was adjourned at 5:07 p.m.
13. **Meeting Dates:**
A. Next Committee meeting dates:
Urban Forestry Committee: 4:15 p.m. June 30, 2020
Land Committee: 4 p.m. July 1, 2020
Recreation Committee: 5:15 p.m. July 1, 2020
Riverfront Park Committee: 3 p.m. July 6, 2020
Golf Committee: 8 a.m. July 7, 2020
Finance Committee: 3 p.m. July 7, 2020
B. Next Park Board: 3:30 p.m. July 9, 2020
C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:



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)	May 11, 2020, joint Park Board/Parks Foundation Board meeting minutes		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: Park Board minutes for the May 11, 2020, joint Park Board/Parks Foundation 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: 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>			



Special Joint Spokane Park Board/ Parks Foundation Board Meeting

10:30 a.m. May 11, 2020

WebEx meeting

Park Board members:

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

Parks staff:

- X Jason Conley
- X Fianna Dickson
- X Jonathan Moog
- X Berry Ellison
- X Jonathan Moog
- X Jo-Lynn Brown
- X Pamela Clarke

Parks Foundation:

- X Kevin Hennessey – President
- X Amy Lutz – Vice president
- X Jill Nellenbach – Secretary
- X Marta Tasic-Defenbach – Treasurer
- X Kevin Eddy – Immediate past president
- Craig Andersen
- Ginny Bott
- Mel Fowler
- Dana Harbaugh
- X Ted McGregor
- X Gerry Sperling
- X Marilyn Thordarson

Parks Foundation staff:

- X Terri Fortner
- X Yvonne Trudeau

MINUTES

1. **Roll call:** See above
2. **Call to order:** *Jennifer Ogden* called the meeting to order at 10:33 a.m. welcoming members of the Park Board and Parks Foundation Board, and staff. She explained there has been overwhelming evidence during this Covid crisis which demonstrates how important Parks are to our community's mental and physical health. She believes these challenges can be viewed as opportunities to make our parks even better. She envisions this as an opportunity for donors to be part of the solution for the community and its citizens.
3. **Public comment:** *Jennifer Ogden* asked if any viewers or listening public had public testimony. No one presented comments.
4. **Additions or deletions to the agenda:** None
5. **Special discussion/action items:**
 - A. **Parks and Recreation/Parks Foundation missions** – *Garrett Jones* and *Terri Fortner*
 - 1) **Parks and Recreation mission** – Mr. Jones explained the Parks Division's mission is to enhance, maintain, protect and operate a variety of public lands for the purpose of recreation, public enjoyment and quality of life enhancement. Parks also provide

recreation programs across a variety of interests and abilities to improve the physical, mental and emotional health of the community. Parks strives to provide the highest level in customer service and solution-driven outcomes while being collaboration-centered to achieve greater community benefit. During this pandemic, Parks has directed its focus on the safety of the community and staff, asset protection, and maintaining health and sanitation standards.

- 2) Parks Foundation mission – *Terri Fortner* explained the Parks Foundation mission is to cultivate the health, growth and continued enjoyment of our communities by inspiring giving and passion for our parks. The foundation's vision is to be the premier foundation to provide resources for vibrant, healthy, accessible recreation programs and parks throughout the region. Values include providing access, advocating and collaborating, raising funds, and knowledge and education.
- A. Park Board/Parks Foundation Campaign and SIP loan agreements –
- 1) Park Board/Parks Foundation Campaign – Ms. Fortner shared her thoughts regarding the current campaign asking if the city needs to re-prioritize the campaign projects for Riverfront Park and to look at things just a little bit differently.
 - 2) Fundraising opportunities – Ms. Ogden opened the discussion noting that the small gift public phase of the campaign hasn't really been initiated. She also explained since there hasn't been an event inviting dog owners to participate in the creation of a dog park, it might be premature to determine a dog park is not popular with the community. Ms. Fortner believes the Foundation has been in a holding pattern on some of the smaller donation opportunities. She said if there are more pressing needs for Riverfront Park, maybe we need to look at how to modify the plan moving forward in the midst of Covid-19. It was noted the pandemic has been the impetus in conducting more activities online and there may be opportunities for the campaign to move forward utilizing these online avenues. There was a suggestion to raise funds utilizing the GoFundMe online fundraiser platform.
 - 3) Current agreements – At this time, there are three agreements in place, including:
 - 1) Riverfront Park campaign agreement to raise funds to help support the redevelopment of Riverfront Park, adopted November 2017;
 - 2) Parks/Foundation memorandum of understanding relating to the all-inclusive playground involving an SIP loan, adopted November 2019;
 - and 3) Parks/Foundation memorandum of understanding no-cost extension #2, adopted April 2020.*Kevin Eddy* said he believes there are two competing issues at hand and one involves the current contract. He said, he would personally like to reach the \$3 million goal stated in the 2017 agreement, but understands that the fundraising landscape has changed quite a bit since it was adopted. He believes the other issue is the city's hope to address needs at the Pavilion. Mr. Eddy said he thinks the need for an additional fire access at the Pavilion should be the focus at this time. The additional fire lane or fire standpipes will allow the capacity at the Pavilion to increase to 5,100 while meeting Fire Department regulations. The way the current contract is written, those funds are to be steered toward existing projects that were initially identified.
 - 4) New agreement – *Garrett Jones* explained staff is working on a new agreement which could replace the three existing agreements. The new umbrella agreement would be based on a strategic plan around the projects requiring fundraising which were part of the initial contract. He doesn't believe the current contract gives proper direction to the Foundation and does not give the opportunity to engage with the Park Board. He believes the new agreement can address these shortfalls. When referring to the SIP loan in the original MOU, *Kevin Hennessy* said sees the

Foundation's role is to raise funds; not to borrow money to fund projects. He is open to looking at opportunities to move things around and re-prioritize, but not to look at additional fundraising projects, especially in light of the Covid pandemic. Ms. Ogden believes this is a time to ask for public feedback on unfinished projects and on developing priorities. She emphasized it is imperative we understand what the public wants. Ms. Ogden also believes it's important that available unrestricted funds can be used to finish current projects properly. Mr. Eddy said there has been public feedback on projects, including the Expo '74 butterfly, the dog park and interpretive signage. Based on what they heard from the public, there should not to be a mixing of bond dollars and philanthropy funds. For that reason, as a Foundation Board Member, he does not support using philanthropy dollars on the Pavilion project. Mr. Eddy is not personally opposed to using unrestricted dollars on the Pavilion project but would like to see the current Campaign contract edited or terminated to achieve that goal. Ms. Ogden asked other attendees if they recalled the same response from the public. Mr. Hennessey said that is what he recalls and he explained the importance of honoring donor intent. Long-time Foundation Board member *Marilyn Thordarson* explained donors wanted their contributions to be used on identified campaign projects or other areas not covered by the bond. She said that was the whole reason for the campaign. Mr. Jones suggested if a donor offers unrestricted funds and it's the donor's desire to support a redevelopment project, they should have that option. *Sally Lodato* said we need to be sensitive to the public's desires and continue to maintain transparency. *Fianna Dickson* gave an overview of the draft master agreement she has been working on with *Jason Conley*. This draft is a combined memorandum of understanding and fiscal sponsorship agreement. The priorities are to create framework for a joint, two-year vision statement between the two boards focusing on three areas, including capital, programming and scholarships. This agreement would be flexible enough to adapt to change. The boards would meet a minimum of two times per year and memorials would be moved over to the Foundation for oversight. *Ted McGregor* said in light of the pandemic, we're seeing the impact of additional use of our parks combined with financial cutbacks. This partnership between Parks and the Foundation is even more critical than ever. He strongly supports an umbrella agreement that can adapt to the community's needs. *Lori Kinnear* suggested partnering with city Utilities to do an insert in the monthly billing to raise money for a specific project. She also suggested outreaching to Downtown Spokane Partnership, Visit Spokane, Greater Spokane Inc. in the fundraising efforts.

- 5) Funding strategy on current project – Mr. Jones explained Parks updated its cash flow analysis and reworked the interest rates which is currently at about 1.1%. He urged the importance of long-term vision and not losing this opportunity to utilize the SIP loan. Mr. Hennessey explained the Foundation does not have the money to fund the Pavilion and the north bank shelter. He added it is not the Foundation's mission to borrow money or take out an SIP loan when they don't know how they can repay it. He said there might be an option if Parks wanted to trade a project, such as the tour train, and apply those dollars to another project, such as the Pavilion. Mr. Fortner said there is \$142,500 available from BNSF. Mr. Jones explained the costs on the Pavilion is estimated at about \$125,000 and the north bank shelter is estimated at \$35,000. There may be an opportunity if BNSF would allow those funds to be used for a different purpose other than a tour train.
- B. Riverfront Campaign projects priority list – Ms. Fortner referred to the Riverfront Campaign list of projects approved by the Park Board March 2018. She said the understanding was whatever was in the pot of unrestricted funds would remain there

until all of the campaign projects were finished. She explained that she has been working with Mr. Jones regarding the BNSF funds which were given specifically for the tour train. Public feedback indicates there's a need for people movers, but not necessarily a tour train.

- C. Riverfront Campaign funds – An update on the Riverfront Campaign balance was provided for the group. Mr. Eddy believes that the \$500,000 of unrestricted funds may be used in any way the Park Board deems appropriate, if the campaign agreement ends. Mr. Hennessey explained about \$2.6 million has been raised of the original \$3 million goal. The Foundation had planned to begin the public phase of the campaign the end of this summer.
- D. Unrestricted funds – *Yvonne Trudeau* reported there is currently \$492,000 in unrestricted fund which is in addition to the \$400,000 payment made a few months ago for the playground construction. There is an additional pledge payment, which is due later this year, in the amount of \$150,000.
- E. Riverfront Park redevelopment construction updates/West Havermale and north bank *Berry Ellison* provided an update on the Riverfront Park redevelopment project.

- 6. **Recommendation:** The group agreed to move forward with the following: 1) create a single, flexible master agreement which will replace the three existing agreements and will call for the Park Board and the Foundation Board to meet regularly; 2) look into opportunity to reprioritize the BNSF gift; 3) seek partnership opportunities with city Utilities billing; and 4) look at opportunities to work with Downtown Spokane Partnership, Visit Spokane, Greater Spokane Inc.
- 7. **Adjournment:** The meeting was adjourned at 11:50 a.m.

Minutes approved by:


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)	May 14, 2020, regular Park Board meeting minutes		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: Park Board minutes for the May 14 2020, regular Park Board meeting minutes			
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: 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>			



Spokane Park Board
3:30 p.m. May 14, 2020
WebEx teleconference meeting

Park Board Members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President (Arrived: 4:47 p.m.)
- X Garrett Jones – Secretary
- X Nick Sumner
- Rick Chase (Absent/excused)
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Barb Richey
- Lori Kinnear – City Council liaison (Absent/excused)

Parks Staff:

- Jason Conley
- Mark Buening
- Fianna Dickson
- Mark Poirier
- Nick Hamad
- Al Vorderbrueggen
- Jennifer Papich
- Berry Ellison
- Pamela Clarke

MINUTES

1. **Roll Call:** *Pamela Clarke*
See above
2. **Additional or deletions to the Agenda:** Jennifer Ogden moved public comment to the end of the meeting. She also moved the financial and budget update report to the beginning of the agenda in order to give time for additional Park Board members to join the meeting as the required quorum had not yet been met. A quorum is needed in order to take a vote on any action items.
3. **Financial report and budget update:** – *Mark Buening* provided the April financial report and budget update. Mr. Buening explained the division's revenues and expenses have been greatly affected by the complete shutdown of all Parks revenue-generating activities for the entire month of April and the furlough of all temp/seasonal employees since March 25. Each department took strong measures to reduce spending in light of the loss of revenues. The actual year-to-date operating expenditures for the Park Fund is about \$668,000 less than the 2020 budget allocation. Actual year-to-date revenues are approximately \$250,000 less than the budget allocation. Revenues are exceeding expenditures about \$1.7 million. This revenue surplus is typical for this time of the year. The year-to-date actual operating expenditures are about \$70,000 less than the budget average for the Golf Fund. Year-to-date revenues are approximately \$177,000 less than the budget average. Revenues are exceeding expenditures almost \$1,100 year-to-date. Looking forward, revenues should look better next month as Golf was first and only revenue-generating activity for Parks to reopen in May. Gov. Inslee lifted closures on golf courses throughout the state May 5 with strict mandating.
4. **Consent agenda:**
 - A. Administrative and committee-level items
 - 1) April 9, 2020, regular Park Board meeting minutes
 - 2) Claims – April 2020 (\$2,157,046.06)
 - 3) LaRiviere Inc. change order #2/North bank (\$315,565.97, tax inclusive)
 - 4) Bernardo | Wills Architects contract amendment #7/North bank (\$19,430.75, no tax)
 - 5) RCO grant authorizing resolution

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

Gerry Sperling seconded.

Motion passed with unanimous consent (6-0 vote).

5. **Special Guests:**

A. None

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

A. None

7. **Committee reports:**

Urban Forestry Tree Committee: (The May 5 meeting was canceled.) *Rick Chase*

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. June 2, 2020.

Golf Committee: (The May 12 meeting was canceled.) *Gerry Sperling*

A. Action items: None

B. The next scheduled meeting is 8 a.m. June 9, 2020.

Land Committee: (The May 6 meeting was canceled.) *Greta Gilman*

A. Action items: None

B. The next scheduled meeting is 4 p.m. June 3, 2020.

Recreation Committee: (The May 6 meeting was canceled.) *Sally Lodato*

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. June 3, 2020.

Riverfront Park Committee: May 11, 2020, *Nick Sumner*

A. Garco Construction change order #23/Pavilion (\$29,714, plus tax) – *Berry Ellison*

presented the proposed change order #23 with Garco Construction in the amount of \$29,714, plus tax. The change order is a time-and-materials estimate that covers additional design and permitting required to increase occupancy capacity at the Pavilion from its current 3,900 capacity to 5,100. Mr. Ellison explained the Pavilion would be far more competitive if it reached the 5,000-capacity mark. Since its reopening last September, the Pavilion has had a temporary certificate of occupancy status. Proposed design work includes engineering to eliminate a fire lane through the amphitheater, widening egress widths and adding an egress point on the east side of the amphitheater. A special thanks was extended to city fire and permitting for their work on this project. *Garrett Jones* explained funding for the change order will not come from the bond or the Park Fund. He explained staff is working on an alternate funding source at this time. He anticipates an update on the funding next week and will communicate this to the board as soon as the details are available.

Motion No. 2: Nick Sumner moved to approve change order #23 with Garco Construction, contingent on funding, for work on the Pavilion in the amount of \$29,714, plus tax.

Barb Richey seconded.

The motion passed with unanimous consent (6-0 vote).

B. Riverfront Park redevelopment update – *Garrett Jones* presented the RFP redevelopment update. Highlights included: 1) North bank project – Site retaining walls are being installed for

the playground, and the separation between the wheels park and the playground facility. Footings are being poured for the M&O building foundation; 2) West Havermale Island – mass grading is fairly complete and theme stream restoration project is done; 3) Signature art pieces – Stepwell installation is scheduled for late fall/early spring, and the Joint Arts Committee selected four finalists to create the second signature artwork. The committee recommended an art piece depicting a colorful beaver as their first choice. Public input will be gathered regarding the four final proposals prior to Park Board action/approval. Mr. Jones also provided brief updates on the bond budget, project timelines and access at Riverfront Park.

C. The next scheduled meeting is 8 a.m. June 9, 2020.

Finance Committee: May 12, 2020, *Jennifer Ogden*

A. Core services budget presentation – *Jason Conley/Al Vorderbrueggen/Jennifer Papich/Jonathan Moog/Mark Buening* presented the core services budget presentation. *Garrett Jones* opened the discussion providing an overview of the process and purpose in developing Parks Core Services model in response to the Covid pandemic. Mr. Jones explained this presentation is an overview of the measures taken in response to the pandemic and each department's plans as Parks proceeds through the phases of recovery. Mr. Jones commended staff for their collaborative effort to develop a plan of how Parks operates, responds and recovers from this crisis.

- 1) Administrative – Mr. Conley kicked off the presentation explaining that each of the department heads has worked diligently in coming up with creative solutions to manage the hardships that accompanies this crisis. Mr. Conley reported on the following relating to the administration budget: 1) a 30% reduction in revenues is forecasted due to the suspension of all programming and programs; 2) this revenue loss resulted in the immediate need to curtail expenses; 3) all temp/seasonal employees were furloughed as of March 25; and 4) there is a hiring freeze on all full-time employee vacancies.
- 2) Park Operations – *Al Vorderbrueggen* presented a report on the Park Operations department which includes horticulture, Urban Forestry and Natural Resources. Highlights of his report included: 1) staff from other areas of the city, including Parking Services employees, and staff from various other Parks departments have pitched in to help with maintaining city park land; 2) 21 full-time Park Ops employees are currently working; 3) 10 employees are directly involved with maintaining the almost 80 properties in the park system; 4) the department is operating without 25+ temp/seasonal employees; 5) the Parks' 47 restrooms are not open at this time which has allowed the limited staff to work on asset protection and grounds maintenance; and 6) manual watering of eight locations will continue and is scheduled to ramp up next month.
- 3) Recreation – *Jennifer Papich* presented an overview of the Recreation Department's response and plan. Highlights included: 1) all recreation programs, camps, classes and trips scheduled from mid-March through May have been canceled or postponed; 2) the full-time staff is working on asset protection of the aquatic facilities and sports complexes; 3) staff is working with regional recreation departments, and is communicating weekly with state and national agencies on potential aquatics facility operating models; and 4) summer program guides will not be printed. Instead, activity publications will be available online which allows for updating program schedules based on the recovery phases.
- 4) Golf – *Mark Poirier* presented the Golf report which included the following updates: 1) all courses have been opened since May 5 under strict mandating; 2) tee-time intervals recently moved to 5 minutes which closes the revenue gap; 3) eight full-time employees and 12 temp/seasonals are currently working at the courses; 3) all special projects and spring aerification have been suspended; and 4) all course restaurants are open for call-

in/pick-up orders.

- 5) Riverfront Park – Mr. Conley presented the Riverfront Park report which included: 1) attractions are closed and most of the events have been rescheduled to late July, August and September; 2) attractions are considered Phase 3 activities and have the potential of opening in June or July, dependent on the governor's phasing approach; 3) videos are being developed by staff, at this time, so employees may train virtually prior to opening; and 4) if Phase 4 goes into effect before September, park events will be facilitated by full-time staff which may require additional decrease of attraction hours to accommodate the need.
- 6) Budget – *Mark Buening* presented a monthly cash flow chart of Parks projected revenues and expenditures for 2020. Chart figures are based on the following assumptions: 1) no reduction in funds from the general fund which is 8% of city sales tax revenue; 2) no change in the funds from the city wastewater department; 3) no revenue from programs, classes, events or attractions; 4) expenditures only for the very basic core services; 5) sales force limited to the current full-time employees and minimal temp/seasonal staffing; 6) includes expenses from interfund services charges, payments the community centers, utilities, programmed debt services, and normal operating expenditures; and 7) no allowance for unforeseen expenditures. According to graph figures, at the end of 2020, if projections hold true, revenues will exceed expenditures between \$280,000 and \$320,000.

B. The next scheduled meeting is 3 p.m. June 9, 2020.

8. **Reports:**

A. **Park Board President:** *Jennifer Ogden* provided a brief overview of the May 11 Joint Park Board and Parks Foundation Board meeting. The two boards plan to meeting regularly moving forward.

B. **Liaisons:**

1. Conservation Futures – *Greta Gilman* - No report was given.
2. Parks Foundation – *Gerry Sperling* – The Park Board and Parks Foundation Board met virtually May 11 to discuss their current agreements, a proposed master contract and strategy options for the public phase of the fundraising campaign.
3. City Council – *Lori Kinnear* - No report was given.

C. **Director:** *Garrett Jones* believes teamwork and collaboration have been key in Parks' ability to work with and through the pandemic. He commended staff for their dedication, and thanked the Park Board, City Council and the Mayor for their support during these difficult times. Mr. Jones recognized the labor staff as the true heroes in keeping the parks clean and functional. With golf being one of the first industries to reopen in the state, all eyes are on them. He explained Golf is a complex and unique operation involving restaurants, retail and outdoor recreation components. The golf staff and superintendents have done a wonderful job preparing for the reopening and offering a quality experience at the courses.

9. **Correspondence:**

A. Letters/emails: Proposed Riverfront Park artwork (65 comments)

10. **Public comment:** *Jennifer Ogden* asked if any viewers or listening public had public testimony. None of the call-in listeners offered comments.

11. **Adjournment:** The meeting was adjourned at 4:56 p.m.

12. **Meeting Dates:**

A. Next schedule committee meeting dates:

Urban Forestry Committee: 4:15 p.m. June 2, 2020

Land Committee: 4 p.m. June 3, 2020

Recreation Committee: 5:15 p.m. June 3, 2020

Riverfront Park Committee: 3 p.m. June 8, 2020

Golf Committee: 8 a.m. June 9, 2020

Finance Committee: 3 p.m. June 9, 2020

B. Park Board: 3:30 p.m. June 11, 2020

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

Minutes approved by:



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 – May 2020		
Begin/end dates	Begins: 03/01/2020	Ends: 03/31/2020	<input type="checkbox"/> Open ended
Background/history: Claims for the month of May 2020 in the amount of \$1,739,762.68			
Motion wording: Move to approve claims for the month of May 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: _____ 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>			

**CITY OF SPOKANE PARK AND RECREATION DIVISION
MAY 2020 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JUNE 11, 2020**

PARKS & RECREATION:

SALARIES & WAGES	\$	670,944.92
MAINTENANCE & OPERATIONS	\$	401,839.16
CAPITAL OUTLAY	\$	7,649.73
PARK CUMULATIVE RESERVE FUND	\$	41,477.13

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	429,663.60
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GOLF:

SALARIES & WAGES	\$	105,672.15
MAINTENANCE & OPERATIONS	\$	82,515.99
CAPITAL OUTLAY	\$	-

TOTAL EXPENDITURES:	\$	1,739,762.68
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Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	June 8, 2020		
Requester	Berry Ellison	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/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 2016-0696		
Item title: (Use exact language noted on the agenda)	GeoEngineers amendment #6/North bank (\$25,140, no tax)		
Begin/end dates	Begins: 6/11/2020 Ends: 12/31/2021 <input type="checkbox"/> Open ended		
Background/history: GeoEngineers has partnered with us on the redevelopment of Riverfront Park since 2016 as part of a Park-wide contract agreement. This amendment is for additional testing and reporting due to unforeseen conditions. A portion of this amendment will be eligible for our EPA Brownfield Grant reimbursement.			
Motion wording: Move to approve GeoEngineers amendment #6 for north bank testing and reporting \$25,140, no tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: GeoEngineers Name: JR Sugalski Email address: jsugalski@geoengineers.com Phone: 509-209-2830			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke dlarnold@spokanecity.org Requester: Berry Ellison Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$25,140.00, no tax Budget code: 3346 49579 94000 56520 48118			
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"/> UBI: 600 375 010 Business license expiration date: 9.30.2020 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

City Clerk's Nos. _____
(OPR) 2016-0696



**City of Spokane Parks
And Recreation Department**

**CONTRACT AMENDMENT No. 6
& EXTENSION OF TIME**

Title: **GEO ENGINEERS, INC. FOR GEOENGINEERING
TESTING & REPORTING**

This Contract Amendment & Extension are made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, whose address is West 808 Spokane Falls Blvd., Spokane Washington, 99201, as ("City"), a Washington municipal corporation, and **GEOENGINEERS, INC.**, whose address is 523 East Second Avenue, Spokane, Washington, 99202, as ("**CONSULTANT**").

WHEREAS, the parties entered into a Contract wherein the ("Consultant") agreed to provide for the City Geotechnical Engineering and Environmental Assessment of the Park; and,

WHEREAS, a revision of the Work has been deemed necessary to provide additional testing and reporting for the North Bank Playground, and the Contract time for performance needs to be extended to allow for this work, 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 Contract, dated July 21, 2016 and any previous amendments, extensions and 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. EXTENSION OF TIME/ TERM DATES

This Contract Amendment shall become effective June 11, 2020 and shall end December 31, 2021.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the items listed in the Scope of Work/ Invoice at Attachment A.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY FIVE THOUSAND, ONE HUNDRED FORTY DOLLARS and 00/100 DOLLARS (\$25,140.00)** 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.

GEOENGINEERS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

600-375-010 T12031203BUS
WA UBI No. City of Spokane
 Business Endorsement

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Scope of Additional Work



523 East Second Avenue
Spokane, Washington 99202
509.363.3125

June 2, 2020

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

Attention: Berry Ellison

Contract Amendment No. 06
File No. 0110-148-06

This confirms Contract Amendment No. 6 between the City of Spokane Parks and Recreation Department and GeoEngineers, Inc. for Environmental and Geotechnical Services located at Riverfront Park in Spokane, Washington. The North Bank project level of effort to date has exceeded the original anticipated effort based on the reasons listed below.

Based on our recent email with you, you requested we prepare a change order request to cover future work for the North Bank project. Our anticipated services for this project include continuing geotechnical and environmental evaluation, over-excavation oversight of contaminated material, design coordination, collection and analysis of characterization samples, and regulatory engagement. Rationale for the extra services conducted in support of the North Bank include:

- Design plans for the North Bank did not exist in 2016. The final design resulted in more extensive earthwork than anticipated including the observation of micropile installations for the new maintenance building.
- Petroleum contamination had been documented prior to placing the temporary stockpile at the North Bank, which required remediation when that stockpile was removed. The excavation was larger than anticipated and required additional time to observe and document the excavation and required collection and analysis and more soil samples than originally anticipated.
- Stormwater management at the North Bank has been more problematic at the North Bank than other site locations because of the geology (shallow bedrock), desire to infiltrate stormwater and forgo lining stormwater ponds and the broader extent of soil contamination.
- The contamination at the North Bank has been more extensive than expected (especially lead) requiring additional samples, more expensive analyses and more frequent site visits. Some of the highest lead concentrations have been encountered in the stormwater swale areas and it has required additional analytical testing to characterize the soil as waste material. Multiple site visits and sampling events have been needed to define the extents of contamination and to work with the contractor to remove contamination from the construction footprint. This sampling has been conducted on an expedited schedule to minimize impacts to construction progress by the contractor. Between March and May 2020, laboratory analytical costs exceeded \$15,000 to assist with delineating high levels of contamination and profiling soil for disposal.
- We also provided additional un-scoped services to work with the nearby Sportsplex Facility and helped facilitate the transfer of excess contaminated soil, which ultimately resulted in a cost savings for the project.



- We have been involved in additional meetings and regulatory engagement to address many of the North Bank and Sportsplex Facility issues.
- Several additional chemical analyses have been required for the North Bank under rush turnaround times to minimize impacts to construction progress, which adds surcharges to the analytical fees.

As you are aware, this was a 4- to 5-year project and when our initial budget was prepared in 2016, many of the final plans were not complete. Further, we have completed numerous out-of-scope activities in support of the project and identified strategies that have saved the project considerable costs. Our estimated costs to complete the North Bank project are listed in Table 1 below and Table 2 provides a summary of the proposed budget modification. In order to complete our work at the North Bank, we anticipate continuing to work with the contractor to excavate and remove lead hot spots at the site, submit soil samples on an expedited turnaround time to minimize impacts to the construction schedule, document the sampling and observations efforts in a final soil management report for submittal to Ecology and provide a final GIS database to the city that documents contaminant of concern (COC) concentrations in soil remaining in the park after construction.

TABLE 1. ESTIMATED LEVEL OF EFFORT FOR THE PROJECT (MOSTLY NORTH BANK)

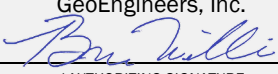
Staff	Rate	Amount	Total Cost
Principal	\$205	10	\$2,050
Engineer 2	\$131	40	\$5,240
Staff 3 Engineer	\$118	60	\$7,080
Administrator 3	\$77	10	\$770
Laboratory Chemical Analysis	\$500	20	\$10,000
Total			\$25,140

TABLE 2. REVISED BUDGET SUMMARY

Description	Estimated Fees
Subtotal for Contract Amendment No. 6	\$25,140
Subtotal for Contract Amendment No. 5	\$16,821
Subtotal for Contract Amendment No. 4	No Cost
Subtotal for Contract Amendment No. 3	No Cost
Subtotal for Contract Amendment No. 2	\$9,700
Subtotal for Contract Amendment No. 1	No Cost
Original Authorized Budget	\$393,300
Total Revised Budget	\$444,961

The professional services listed above will be provided in accordance with the terms in City of Spokane Contract OPR# 2016-0696, dated August 8, 2016 and August 29, 2016, and subsequent amendments. The fee for the additional services described above will be determined on a time and expense basis using the rates indicated on our 2020 Schedule of Charges previously provided to you.

By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been separately provided in writing.

GeoEngineers, Inc.

*AUTHORIZING SIGNATURE
Bruce D. Williams
TYPED OR PRINTED NAME
June 2, 2020
DATE

City of Spokane, Parks and Recreation Department
*AUTHORIZING SIGNATURE
TYPED OR PRINTED NAME
DATE
*Individual with contracting authority.

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

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Please return one signed copy of this agreement for our files. Thank you.



Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	June 8, 2020		
Requester	Berry Ellison	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/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 2016-1022		
Item title: (Use exact language noted on the agenda)	Riverfront Park redevelopment budget amendment #10		
Begin/end dates	Begins: 6/11/2020 Ends: 12/31/2021 <input type="checkbox"/> Open ended		
Background/history: The budget amendment is necessary to properly allocate funds to various project budgets. The proposed budget reallocations are based on actual costs-to-date, forecasts, commitments of the Master Plan, agreements with other departments and Park Board authorized additional expenditures.			
Motion wording: Move to approve Riverfront redevelopment budget amendment #10.			
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: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke dlarnold@spokanecity.org Requester: Berry Ellison Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code:			
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>			

Budget Update Overview

Summary of Changes from December 2019 - May 2020

South Bank Central [Net Bond Change: Deduct of \$37]

- Deducted \$37 from South Bank Central to closeout project to Program Level contingency

snx^w mene & Other Parks Capital Projects [Net Bond Change: \$200,000]

- Added \$200,000 from Program Level contingency for other capital projects in the Parks system

West Havermale/Promenades [Net Bond Change: Add of \$366,919]

- Added \$223,126 from unused U.S. Pavilion contingency to West Havermale contingency
- Added \$138,343 from Program Level Contingency to West Havermale project contingency
- Added \$5,450 from Program Level contingency for additional Promenade FF&E purchases
- Non-Bond: \$5,000 added for Stepwell handrails

U.S. Pavilion [Net Bond Change: Deduct of \$189,419]

- Added \$68,050 from Program Level contingency for additional FF&E purchases
- Deducted \$223,126 from unused project contingency to West Havermale project
- Deducted \$34,343 from unused project contingency to North Bank project

North Bank [Net Bond Change: Add of \$296,585]

- Added \$34,343 from unused U.S. Pavilion project contingency to North Bank project
- Added \$262,242 to North Bank contingency from Program Level construction contingency
- Non-Bond: \$124,000 for climbing rock, small shelter improvements and BB-Court sound system

Program Level Costs [Net Bond Change: Deduct of \$674,048]

- Added \$37 to Program Level contingency to South Bank Central to closeout project
- Deducted \$262,242 from Program Level construction contingency to North Bank contingency
- Deducted \$200,000 from Program Level contingency to snx^w mene & Other Capital Project
- Deducted \$138,343 from Program Level contingency to West Havermale project contingency
- Deducted \$68,050 from Program Level contingency to U.S. Pavilion for additional FF&E purchases
- Deducted \$5,450 from Program Level contingency to Promenades for additional FF&E purchases

No changes to South Bank West, South Bank East, and Howard Street South Channel Bridge

Overall Bond Budget Net Change: \$0

Overall Non-Bond Budget Net Change: Add of \$129,000 (Awaiting final approval)



RIVERFRONT PARK REDEVELOPMENT BOND PROGRAM - JUNE 2020 SUMMARY

PROJECT DESCRIPTION		DEC - 2019 BASELINE BUDGET	CURRENT PROPOSED BL	VARIANCE to DEC 2019 BUDGET	MAY - 2020 Expended
1	CLOSED: RFP - SOUTH BANK WEST (REC RINK, GONDOLA MEADOW)	\$10,412,530	\$10,412,530	\$0	\$10,412,530
2	RFP - SOUTH BANK CENTRAL (LOOFF CAROUSEL)	\$11,744,616	\$11,744,579	(\$37)	\$11,744,579
4A/B	RFP - PROMENADES / W HAVERMALE	\$8,307,273	\$8,674,192	\$366,919	\$6,236,963
5	RFP - US PAVILION	\$22,386,073	\$22,196,654	(\$189,419)	\$21,223,261
6	CLOSED: RFP - snz mene/	\$1,741	\$201,742	\$200,000	\$101,767
7	RFP - NORTH BANK	\$9,893,396	\$10,189,981	\$296,585	\$2,348,241
8	CLOSED: RFP - SOUTH BANK EAST	\$156,847	\$156,847	\$0	\$156,847
SUBTOTAL		\$62,902,477	\$63,576,525	\$674,048	
9	RFP - PROGRAM LEVEL OWNER COSTS	\$5,492,815	\$4,818,767	(\$674,048)	\$4,203,382
TOTAL		\$68,395,292	\$68,395,292	\$0	\$56,427,571

Additional Budget Information

1	2015 Bond Amount	\$ 64,300,000
2	Initial Recognized Bond Interest	\$ 1,500,000
3	Bond Subtotal:	\$ 65,800,000
4	Start with Baseline Budget	\$ 65,475,586
5	Difference from Baseline Project to the Bond+Interest Total	\$ 324,414
6	5/12/16 - Additional Bond Interest	\$ 125,000
7	4/10/2017 - Additional Bond Interest	\$ 633,264
8	7/27/2017 - Additional Bond Interest	\$ 1,955,000
9	5/30/2018 - Adj to Bond Interest due to expedited spend rate	\$ (450,892)
10	10/31/19 - Adj to Bond Interest	\$ 246,920
11	03/31/2020 Forecasted Adj to Bond Interest	\$ 86,000
12	Total Bond Budget:	\$ 68,395,292



RIVERFRONT PARK REDEVELOPMENT PROGRAM - JUNE 2020 - NON BOND FUNDING SUMMARY					
#	Description	Amount Received	Committed	Project	Date
1	Fund 1950 - Park Cumulative Reserve Fund	56,007	56,007	N BANK	
2	Deadman Install (10.8k from Capital Budget to RR)	10,000	10,000	RR	
3	Funds from Street Dept for lighting RR Alt#6	43,000	43,000	RR	
4	Owner Scope - Skyride Relocation of Equipment	54,400	54,400	RR	
5	Water Main Upgrade (10" to 18") MOU w_Uilities to HSBS (NTE 200k)	198,921	198,921	HSBS	
6	Water Main Upgrade (10" to 18") MOU w_Uilities Promenades (NTE 570k)	624,811	624,811	PROM	
7	Water Main Upgrades MOU w_Uilities to Looft (NTE 275k)	293,371	293,371	LOOFF	
8	EPA Grant Funds for Brownfield Clean-up (200k less the AE Fee, based on dollars spent for Remediation in the 3 areas awarded in the Grant Scope)	177,500	177,500	PROM	
9	EPA Grant Funds for Brownfield Clean-up (200k less the AE Fee, based on dollars spent for Remediation in the 3 areas awarded in the Grant Scope)	177,500	177,500	PAV	
10	EPA Grant Funds for Brownfield Clean-up (200k less the AE Fee, based on dollars spent for Remediation in the 3 areas awarded in the Grant Scope)	150,000	150,000	N BANK	
11	EPA Grant Funds for Brownfield Clean-up (AE Fee, based on dollars spent for Remediation in the 3 areas awarded in the Grant Scope)	-	-	PROGRAM	
11	RCO Grant for Regional Playground	500,000	500,000	N BANK	
12	Additional Funds - Rotary Group for Misters at Fountain	12,455	12,455	LOOFF	
13	Rotary Fountain Contribution - Rotary Group for Donor Fish Engraving	7,567	7,567	LOOFF	
14	Art in the Park - Foundation Funds; \$13,644	-	-	PROGRAM	
15	Riverfront Park - Foundation Funds; \$3,270	-	-	PROGRAM	
14	CO#17 Light pole Replacement	4,569	4,569	RR	
15	RFP Promenades - Foundation Funds	18,000	18,000	PROM	
16	Entry Signage - Foundation Funds	1,000	1,000	PROM	
17	CCD 11 - Additional 2" tap for Café & water service to Café; connection inside bldg	33,095	33,095	LOOFF	
18	CCD 25 Repair damage in rock wall at café; \$887	-	-	LOOFF	
18	Looft CO#11 - Added Lighting (\$5326 + WSST \$468.69)	5,795	5,795	LOOFF	
19	CO#8 - Added Wi-Fi - Budget from City IT dept (\$58,805+WSST \$5,174.84)	63,980	63,980	PROM	
20	Sister Cities Funds for hardscape & Art installations (91,300NBF + 8,125tax = 99,426-total); construction	99,426	99,426	W HAV	
21	RFP Avista Rebates - Rec Rink	4,000	4,000	RR	19-Jun
22	N. Bridge Historical Restoration Funds (Promenades)	77,200	77,200	PROM	19-Jun
23	Berger Costs - Grant Support (Program level)	24,982	24,982	PROGRAM	19-Jun
24	Parks foundation W. Havermale -SPVV	82,540	82,540	W HAV	19-Jun
25	Sister cities grass pavers (West Havermale)	16,646	16,646	W HAV	19-Jun
26	Sister cities Avista Crane Pad (West Havermale)	33,822	33,822	W HAV	19-Jun
27	Sister city support/land expression non bond funding	5,000	5,000	W HAV	19-Jun
28	Skate Park	285,397	285,397	N BANK	19-Jun
29	Intersection improvements for North Bank	119,000	119,000	N BANK	19-Jun
30	Change Lockers, add light blade music interface (5,348 + 476tax = \$5,824)	5,824	5,824	PAV	19-Oct
31	Sound Testing	9,400	9,400	PAV	19-Oct
32	Parks foundation Promenades Centennial Trail	1,353	1,353	PROM	19-Oct
33	Avista added concrete pavers in lieu of concrete slab, additional amount + tax	167	167	W HAV	19-Oct
34	Parks foundation W. Havermale SPVV (restroom design)	22,500	22,500	W HAV	19-Oct
35	Arterial Street Fund (321,396 + 28,604 = \$350,000)	350,000	350,000	N BANK	19-Dec
36	1950 Parks Cumulative Funds (459,137 + 40,863 = \$500,000)	500,000	500,000	N BANK	19-Dec
37	Hooptown USA	366,909	366,909	N BANK	19-Dec
38	Parks Foundation for W Hav Playground (1,147,842 + 102,158 = \$1.25M)	1,250,000	1,042,774	W HAV	19-Dec
39	Spokane Arts for Stepwell handrails	5,000	-	W HAV	20-Jun
40	Roskelley Foundation - Climbing Rock (awaiting final approval)	85,000	-	N BANK	20-Jun
41	Parks Foundation - Small Shelter Improvements (awaiting final approval)	35,000	-	N BANK	20-Jun
40	Hooptown USA - Sound System Improvements (awaiting final approval)	4,000	-	N BANK	20-Jun
41					
42					
Total Program Non Bond Funds		5,815,137	5,478,911		
Total Program Bond Funds		68,395,292			
Total Program Funds		74,210,429			



Data through: 05/31/2020

RIVERFRONT PARK REDEVELOPMENT PROJECT OVERVIEW
City of Spokane, Parks and Recreation

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	46,327,292	46,327,292	-	5,125,069	5,125,069	-	-
PROJECT DESIGN SUBTOTAL:	3,913,799	3,913,799	-	135,022	135,022	-	-
CONSTRUCTION SERVICES SUBTOTAL:	5,155,366	5,155,366	-	69,501	69,501	-	-
OTHER CAPITALIZED COSTS SUBTOTAL:	1,665,737	1,510,737	155,000	170,655	5,000	165,655	320,655
BOND FEE SUBTOTAL:	426,770	426,770	-	-	-	-	-
PROGRAM LEVEL CONTINGENCY SUBTOTAL	336,950	250,000	86,950	-	-	-	86,950
CLOSED PROJECTS	10,569,378	10,569,378	-	314,890	314,890	-	-
RIVERFRONT PARK GRAND TOTAL:	68,395,292	68,153,342	241,950	5,815,137	5,649,482	165,655	407,605

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - SOUTH BANK CENTRAL LOOFF CARROUSEL
49572

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	10,165,018	10,165,018	-	344,716	344,716	-	-
PROJECT DESIGN SUBTOTAL:	993,244	993,244	-	-	-	-	-
CONSTRUCTION SERVICES SUBTOTAL:	478,288	478,288	-	7,567	7,567	-	-
OTHER CAPITALIZED COSTS SUBTOTAL:	108,029	108,029	-	-	-	-	-
RFP SBC CARROUSEL GRAND TOTAL:	11,744,579	11,744,579	-	352,283	352,283	-	-

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - PROMENADE and WEST HAVERMALE
49574

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	6,992,332	6,992,332	-	2,145,716	2,145,716	-	-
PROJECT DESIGN SUBTOTAL:	702,782	702,782	-	110,040	110,040	-	-
CONSTRUCTION SERVICES SUBTOTAL:	356,539	356,539	-	52,534	52,534	-	-
OTHER CAPITALIZED COSTS SUBTOTAL:	622,539	572,539	50,000	170,655	5,000	165,655	215,655
RFP PROMENADE GRAND TOTAL:	8,674,192	8,624,192	50,000	2,478,945	2,313,290	165,655	215,655

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - PAVILION
49575

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	20,598,669	20,598,669	-	183,324	183,324	-	-
PROJECT DESIGN SUBTOTAL:	26,654	26,654	-	-	-	-	-
CONSTRUCTION SERVICES SUBTOTAL:	1,435,899	1,435,899	-	9,400	9,400	-	-
OTHER CAPITALIZED COSTS SUBTOTAL:	135,432	130,432	5,000	-	-	-	5,000
RFP PAVILION GRAND TOTAL:	22,196,654	22,191,654	5,000	192,724	192,724	-	5,000

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - sxnw mene & Other Parks Capital Projects
49576

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	200,000	200,000	-	-	-	-	-
PROJECT DESIGN SUBTOTAL:	-	-	-	-	-	-	-
CONSTRUCTION SERVICES SUBTOTAL:	1,741	1,741	-	-	-	-	-
OTHER CAPITALIZED COSTS SUBTOTAL:	-	-	-	-	-	-	-
RFP NORTHBANK GRAND TOTAL:	201,741	201,741	-	-	-	-	-

RFP - NORTHBANK
49577

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	8,175,547	8,175,547	-	2,451,313	2,451,313	-	-
PROJECT DESIGN SUBTOTAL:	1,067,196	1,067,196	-	-	-	-	-
CONSTRUCTION SERVICES SUBTOTAL:	436,746	436,746	-	-	-	-	-
OTHER CAPITALIZED COSTS SUBTOTAL:	510,492	410,492	100,000	-	-	-	100,000
RFP NORTHBANK GRAND TOTAL:	10,189,981	10,089,981	100,000	2,451,313	2,451,313	-	100,000

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - PROGRAM LEVEL
49579

Report in whole dollars

	BOND FUNDING			NON BOND FUNDING			TOTAL
PROJECT BUDGET	Budget	*Total Committed	Available Budget	Budget	*Total Committed	Available Budget	AVAILABLE BUDGET
CONSTRUCTION SUBTOTAL:	195,726	195,726					
PROJECT DESIGN SUBTOTAL:	1,123,923	1,123,923		24,982	24,982		
CONSTRUCTION SERVICES SUBTOTAL:	2,446,153	2,446,153					
OTHER CAPITALIZED COSTS SUBTOTAL:	289,245	289,245					
BOND FEE SUBTOTAL:	426,770	426,770					
CONTINGENCY SUBTOTAL:	336,950	250,000	86,950				86,950
RFP PROGRAM LEVEL GRAND TOTAL:	4,818,767	4,731,817	86,950	24,982	24,982	-	86,950

* Total Committed = Expenses, Encumbrances, and Encumbrances in Process



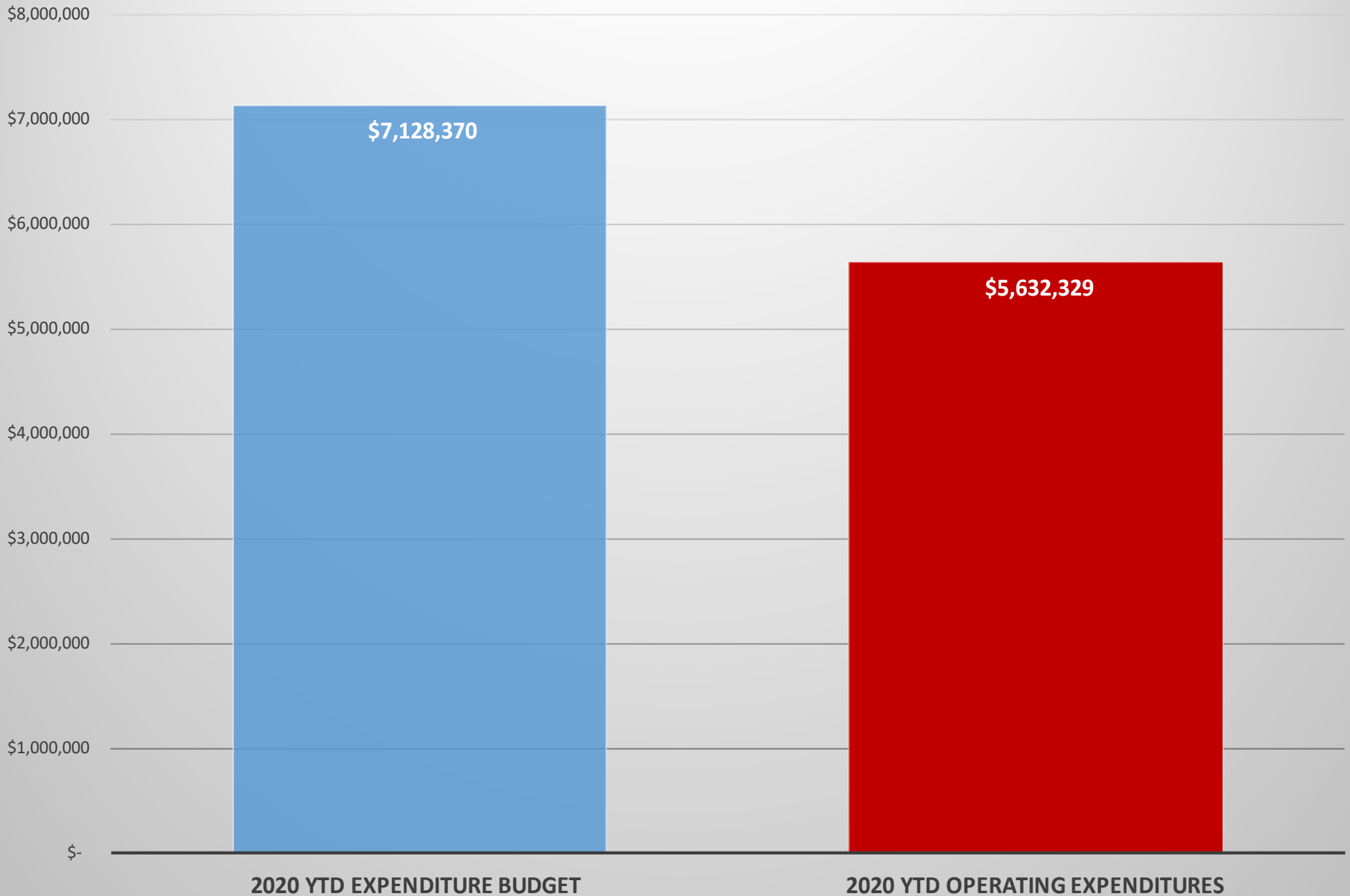
City of Spokane
PARKS
& RECREATION

Financial Reports

May 2020

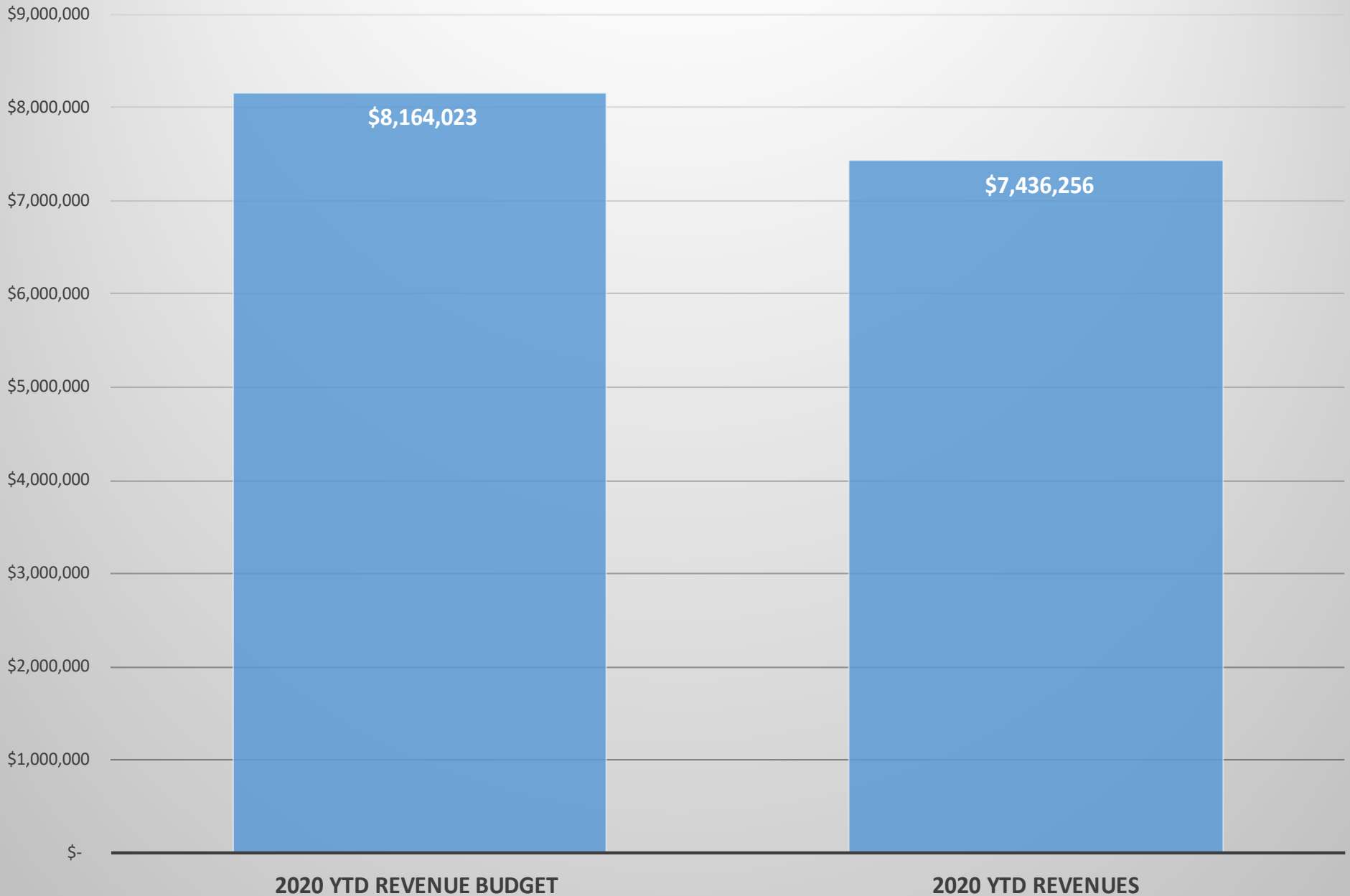
Park Fund

May 2020 Operating Expenditures vs. Historical Budget Average



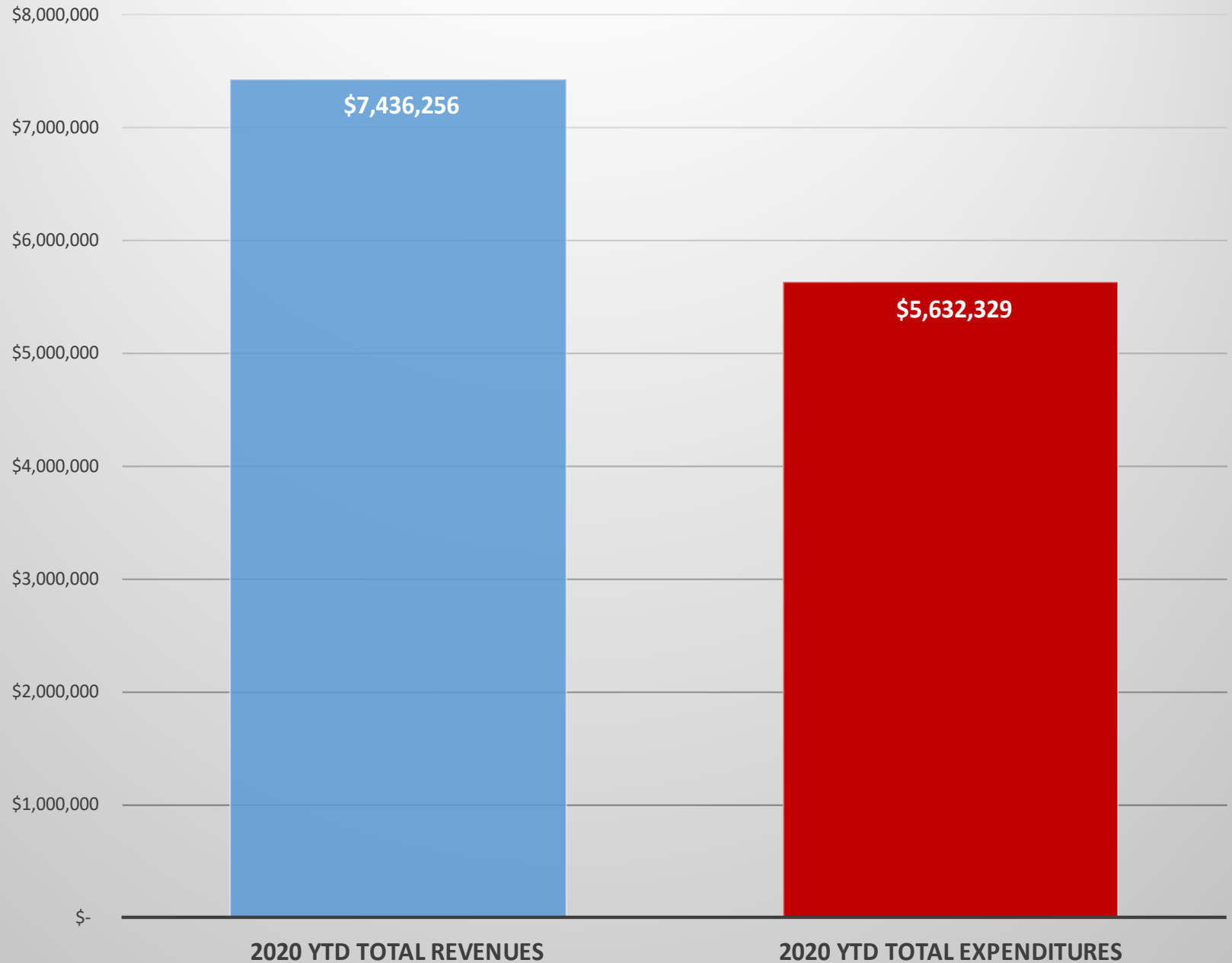
Park Fund

May 2020 Total Revenues vs. Historical Budget Average



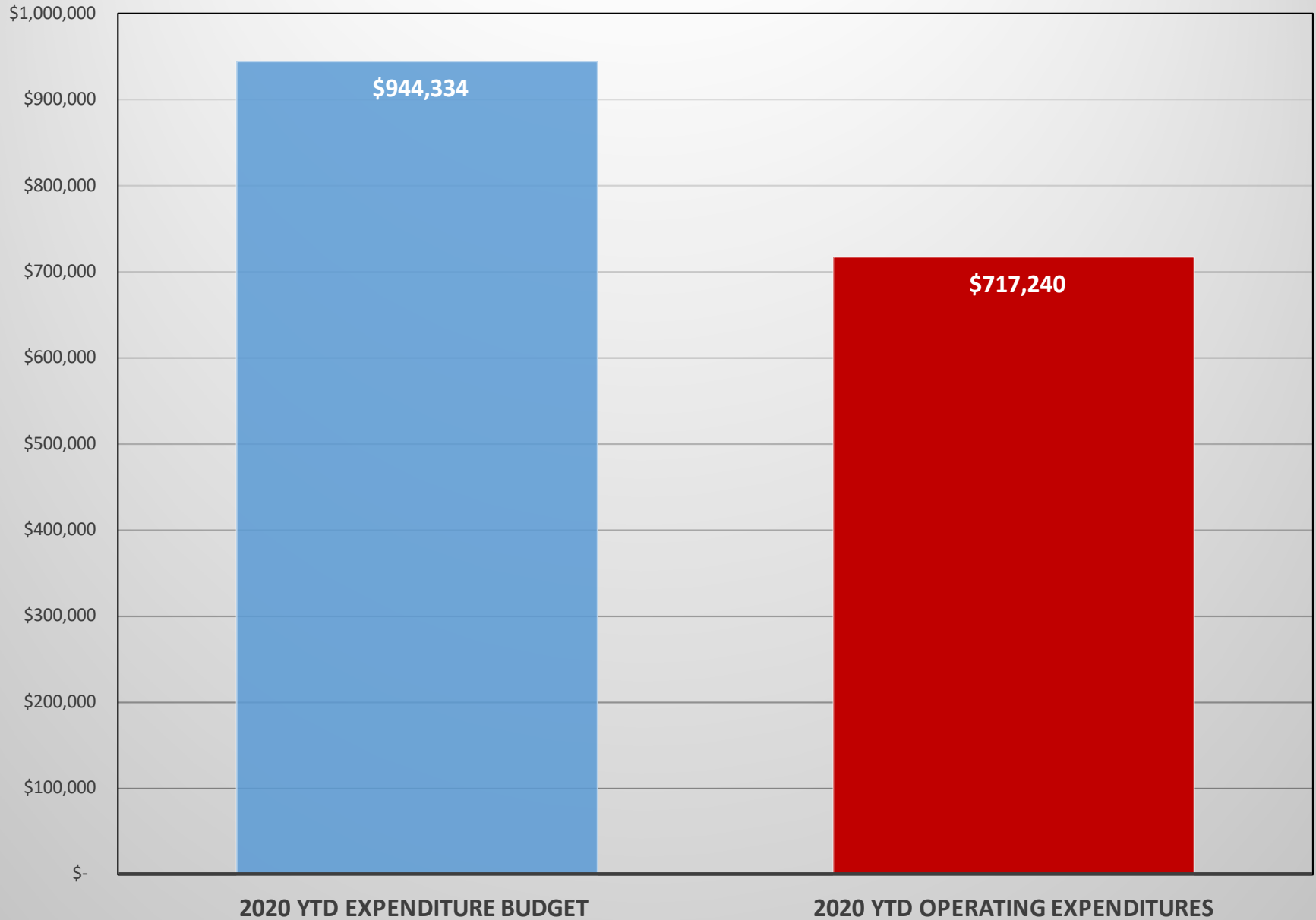
Park Fund

Total May 2020 YTD Expenditures vs. Total YTD Revenues



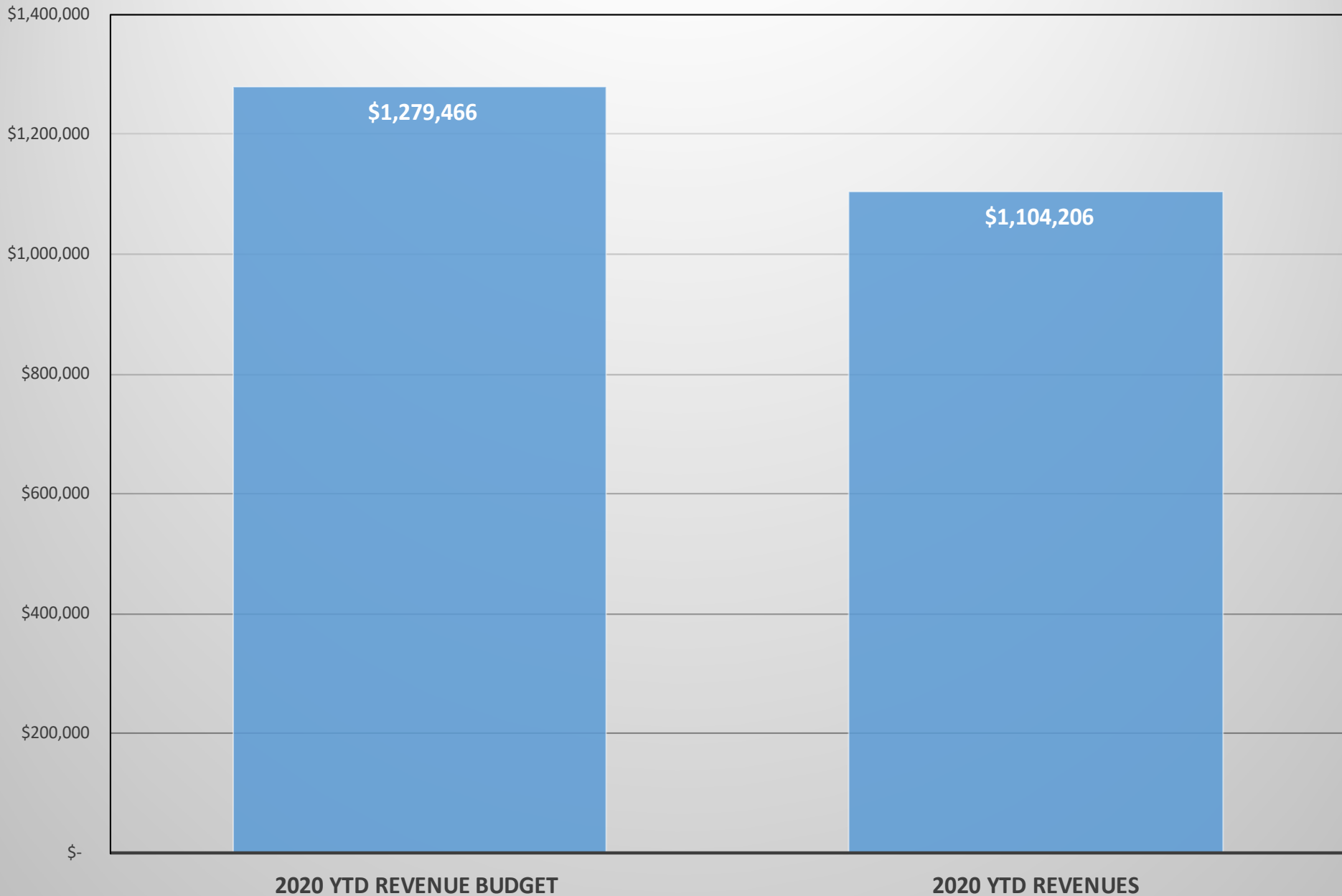
Golf Fund

May 2020 Operating Expenditures vs. Historical Budget Average



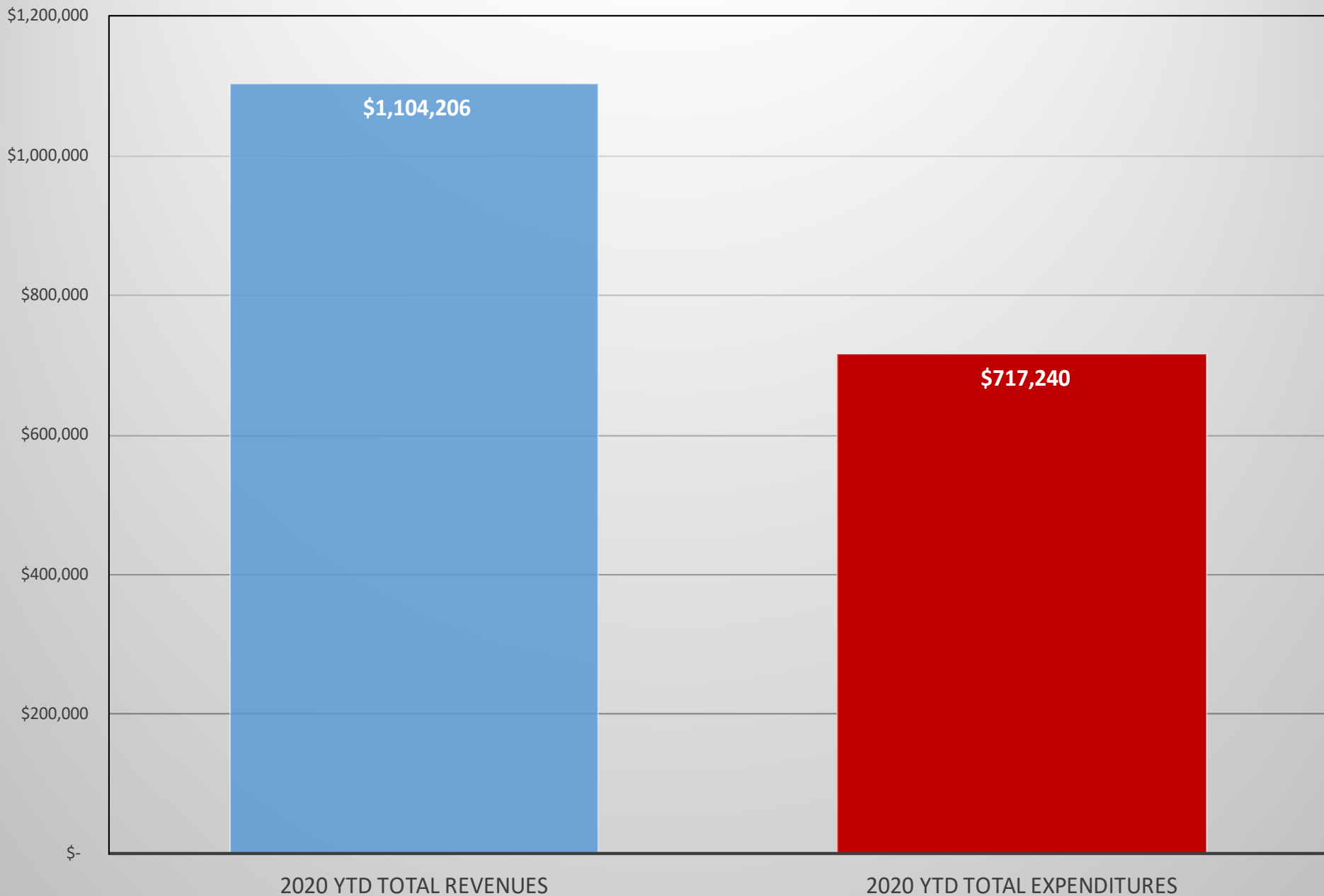
Golf Fund

May 2020 Total Revenues vs. Historical Budget Average



Golf Fund

Total May 2020 YTD Expenditures vs. Total YTD Revenues



Riverfront Park Redevelopment Project						
Budget Adopted December 2019						
Riverfront Park Capital Redevelopment Bond						
Geographical Projects Summary						
January 1, 2015 through May 31, 2020						
Project Component	Budget	Expended as of May 31, 2020	Committed to Date	Total of YTD Expended and Committed	Budget Balance to Date	
1. South Bank West (Rec. Rink, Rink/Skyride Facility)	\$ 10,412,530	\$ 10,412,530	\$ -	\$ 10,412,530	\$ -	
2. South Bank Central (Looff Carrousel)	\$ 11,744,616	\$ 11,744,579	\$ -	\$ 11,744,579	\$ 37	
3. Howard Street South Channel Bridge	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Promenades and West Havermale	\$ 8,307,274	\$ 6,236,963	\$ 2,160,140	\$ 8,397,103	\$ (89,829)	
5. U.S. Pavilion	\$ 22,386,073	\$ 21,223,261	\$ 980,455	\$ 22,203,716	\$ 182,357	
6. snx ^w meneç & Other Parks Capital Projects	\$ 1,741	\$ 101,767	\$ -	\$ 101,767	\$ (100,026)	
7. North Bank	\$ 9,893,396	\$ 2,348,241	\$ 7,697,750	\$ 10,045,991	\$ (152,595)	
8. South Bank East	\$ 156,847	\$ 156,847	\$ -	\$ 156,847	\$ -	
Program Level Owner Costs	\$ 5,492,815	\$ 4,203,382	\$ 343,745	\$ 4,547,127	\$ 945,688	
TOTAL	\$ 68,395,292	\$ 56,427,570	\$ 11,182,089	\$ 67,609,659	\$ 785,633	



Spokane Parks and Recreation Division

MISSION STATEMENT

The City of Spokane Parks and Recreation Division acquires, operates, enhances, and protects a diverse system of parks, boulevards, parkways, Urban Forest, golf courses, recreational, cultural, historical and open space areas for the enjoyment and enrichment of all.

Spokane Park Board

Purpose and Goals

Purpose and Goals: City Charter Article V: To oversee the maintenance and operations of the City Parks and Recreation programs. The goals of the group would be summarized to provide the best Parks and Recreation programs available to the City of Spokane with the funding available. This would include the preservation of the existing City parks, and the management of City park lands to keep them serving the needs of the public today, and to plan for parks which will be available for future City of Spokane growth. The goal of the Spokane Parks and Recreation Division is to provide quality recreational opportunities for all ages. The Park Board also oversees the operation of four municipal golf courses, and the goal of these is to provide quality golf at reasonable costs to the residents of Spokane and their visitors.

Term of Membership: Five Years

Qualities Exemplifying Membership: Those active in community organizations and groups who have a broad knowledge of the recreation needs and interests of the City residents. Along with being an active person, individuals should have some management experience so that they can summarize staff reports and make decisions involving recreational programs, parks and horticultural maintenance, commercial attractions, golf operations, and budgetary decisions.

Regular meetings: 3:30 p.m. once per month (second Thursday of every month), City Council Chambers – City Hall (808 W. Spokane Falls Blvd.).

Additional Time Required: Two to three hours per month for Park Board subcommittee meetings.

Operating Policies: City Charter Article V. The Spokane Park Board is a semi-autonomous group who actually make policy decisions and these can be embarrassing to the City and the City Council if they are not well thought out and implemented properly.

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

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

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

Section 1. Definitions.

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

Section 2. Regular Meetings.

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

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

Section 3. Special Meetings.

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

Section 4. Annual Meetings.

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

Section 5. Quorum and Voting of Park Board.

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

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

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

CONDUCT OF BUSINESS

Section 6. Scheduling Business.

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

Section 7. Chairing Meetings.

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

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

Section 8. Minutes.

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

Section 9. Order of Business.

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

AGENDA

1. Roll Call
2. Additions or Deletions to the Agenda
3. Consent Agenda
4. Special Guests
5. Financial Report and Budget Update
6. Special Discussion/ Action Items
7. Committee Reports - Action Items

Golf Committee

Land Committee

Recreation Committee

Riverfront Park Committee

Finance Committee

Urban Forestry Tree Committee

Bylaws Committee

8. Reports

Park Board President

Liaison Reports

Director's Report

9. Correspondence
10. Public Comments
11. Adjournment

12. Next Committee meeting dates

13. Next Park Board meeting dates

2. A consent agenda is presented by the Park Board President at the beginning of the Park Board meeting. Items may be moved from the consent agenda on the request of any one Park Board member. Items not moved may be adopted by general consent without debate. A Park Board member may also ask that a consent agenda item be voted on separately as part of the consent agenda. This will enable a member to abstain, recuse themselves or vote no on an item without affecting their vote on the remaining consent agenda item(s). Moved consent items may be taken up either immediately after the consent agenda or placed on the regular meeting agenda under the appropriate Park Board committee report. Consent agenda items must be distributed, as part of the regular Park Board meeting agenda, within 48 hours of the regular Park Board meeting and pursuant to the Open Public Meetings Act (RCW Ch. 42.30), and no items may be added to the consent agenda within 48 hours of the Park Board meeting.

Section 10. Executive Sessions.

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

OFFICERS AND COMMITTEES

Section 11. Officers.

1. At its regular February meeting of each year, the Park Board shall elect a President and Vice President from its members, but in case of failure to elect at the time specified, the election shall take place at a subsequent meeting without delay, and the President and

Vice President shall continue to serve until replaced by election of the Board. The Secretary of the Park Board shall be the Director of Parks and Recreation unless another person is elected by the Park Board.

2. The President and Vice President shall hold their respective offices until the first regular meeting in February of the next year after election, and/or until their successors are elected.
3. The President, Vice President, and Secretary shall perform the duties prescribed by law, these rules, and such other duties as the Park Board may prescribe.
4. In the event of the vacancy in the office of President, Vice President or Secretary, the Park Board shall elect an interim President, Vice President or Secretary to serve until the next regular election.

Section 12. Nominations.

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

Section 13. Duties of the President.

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

1. To perform duties prescribed by law and all duties properly mandated by such office, and such other duties as the Park Board may prescribe.
2. To preside over the meetings of the Park Board.

3. To call special meetings and executive sessions of the Park Board within the limits of state law.
4. To set the agenda and change the order of business.
5. To set the place, date and time of special meetings, pursuant to the Open Public Meeting Act (RCW Ch. 42.30).
6. To vote on any matter that may come before the Park Board for consideration with the exception of a request for abstention or recusal.
7. To prepare and sign all official recommendations or documents duly adopted by the Park Board.
8. To assign members of the Park Board to standing and existing ad hoc committees before March 15 of each year with the advice and consent of the Park Board. The President shall name one member of each committee as the Chair of that committee. These new Chair assignments will begin at the April committee meetings. Ad hoc committees of the Park Board will be appointed, as needed, by the President with the advice and consent of the Park Board.
9. To rule on procedure where no direct rule had been adopted by the Park Board. In so doing, the President shall be guided by Robert's Rules of Order.
10. To notify the Mayor in writing of any vacancy or pending vacancy on the Park Board.
11. To assign members of the Park Board to an ad hoc Park Board Nomination Committee which shall recommend a minimum of two (2) Park Board candidates per vacancy to the Mayor for City Council appointment.
12. To have the same rights and privileges as all other Park Board members.
13. To send a letter of interest to the Mayor for all Park Board members seeking reappointment.

Section 14. Duties of the Vice President.

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

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

Section 15. Duties of the Secretary.

The duties of the Secretary shall be as follows:

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

Section 16. Standing Committees.

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

Finance

Land

Recreation

Golf

Riverfront Park

Urban Forestry Tree

Bylaws

2. Unless otherwise ordered by the Park Board all standing committees shall consist of a minimum of three (3) Park Board members, except the Urban Forestry Tree Committee which shall consist of two (2) Park Board members and three (3) citizens pursuant to Spokane Municipal Code (SMC 04.28.030).
3. The Board may reclassify, add to, or change the number of standing committees by adopting changes to the Park Board Bylaws.
4. The Board President may appoint ad hoc committees for specific purposes and length of time.
5. Committees should be transmitted a notice of tentative business 48 hours prior to the time of said Committee meeting.
6. The agenda of a regular meeting may contain business not on the advance notice, consistent with the Open Public Meetings Act (RCW Ch. 42.30). Special meetings may only contain matters noted in the final agenda notice consistent with the Open Public Meetings Act (RCW Ch. 42.30).
7. Upon agreement of the majority of the committee members present, any matter listed on the advance notice for a regular committee meeting may be submitted for a vote by that committee, whether or not designated as an action item on the advance notice.

Section 17. Duties of Committees.

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

- Recommendations to the Park Board will be submitted by a majority of committee members present at the committee meeting. Votes or other actions taken by committees shall not be deemed as official actions of the Park Board but rather as recommendations to the Park Board. Only members appointed to a committee or an alternate substituting for a committee member may vote at any committee meeting. Any Park Board member attending the committee meeting may be designated by the Chair as an alternate for an absent committee member.
2. Committees shall have the authority to task the Director of Parks and Recreation to provide information upon a majority vote of committee members present.
 3. The Chair of each committee shall consult with the Director of Parks and Recreation, or the designee, to establish the agenda of the meetings.
 4. In the event the Committee Chair is not present at a meeting, the committee, by consensus, shall select a Chair pro tem.
 5. Committee Chairs may allow public participation in matters coming before the committee as time permits.
 6. Committee Chairs, or their designees, shall present committee information, recommendations and minutes to the full Park Board at the regular monthly Park Board meeting.
 7. Committee Chairs can make, second and vote on motions brought before the Committee, and shall have the same rights and privileges as all other Committee members.
 8. All monthly Committee meetings will take place before the corresponding monthly meeting of the full Park Board.

Section 18. Administration.

1. The administration of the Spokane Parks and Recreation Division is the responsibility of the Director of Parks and Recreation.

2. The Director of Parks and Recreation will assign lead staff to support each committee.

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

1. The Director of Parks and Recreation, or a designee, is the chief executive officer of the Park Board. The director is also an employee under the direct supervision of the Mayor.
2. The Director of Parks and Recreation is responsible for carrying out all policies or rules and regulations established by the Park Board.
3. All individuals employed in the Parks and Recreation Division report directly to, and are responsible to, the Director of Parks and Recreation.
4. The Director of Parks and Recreation shall make such rules, develop an administrative organization, and give such instructions to Parks and Recreation Division employees as may be necessary to make policies of the Park Board effective. The Director of Parks and Recreation may delegate authority for actions to subordinates.
5. The Director of Parks and Recreation should be present at all meetings of the Park Board, except when matters pertaining to the Director's employment are being considered or when requested by the Park Board President not to be present.
6. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a budget for the ensuing fiscal year, for Park Board approval. The Director shall develop the Parks and Recreation Division budget working with the Park Board Finance Committee.
7. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a monthly and an annual report on the operation of the Park and Recreation Division, and additional information as requested by the President or by consensus of the Park Board.
8. The Director of Parks and Recreation shall keep a continuous inventory of all property, furniture, material and supplies of the Park and Recreation Division.

9. The Director of Parks and Recreation shall draw all requisitions against the budget of the City Parks and Recreation Division, handle funds of the Park Board, and shall keep proper record of expenditures and funds available.
10. As the Park Board's professional advisor, the Director of Parks and Recreation is expected to keep abreast of technical advances, and Park and Recreation techniques, to participate in professional Parks and Recreation organizations, and to attend conventions and meetings of said organizations as approved by the Park Board.
11. The Director shall provide a Parks and Recreation Division orientation for new Park Board members, and new members shall read and sign the Duties and Responsibilities form, attached to these Bylaws.

Section 20. Employment of Park Director.

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

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

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

the minutes of the meeting at which action was taken.

Section 22. Adoption.

The foregoing Bylaws are hereby declared adopted at the meeting of the Spokane Park Board held this 10th day of October, 2019, and all previous Bylaws are hereby declared void and repealed.

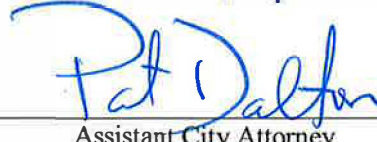
Spokane Park Board

By: Nick Sumner



Spokane Park Board President

Date approved: 10/10/19



Assistant City Attorney

Approved as to form:

Attachment that is part of the Bylaws:

Exhibit A – Spokane Park Board Member Duties and Responsibilities

SPOKANE PARK BOARD MEMBER DUTIES AND RESPONSIBILITIES FORM

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

- A. The Spokane City Charter: Your appointment to the Park Board is pursuant to Article V of the Spokane City Charter. In accepting your appointment, you are presumed to have read Article V in its entirety and learned from it the scope of the Board’s responsibilities. While not exhaustive, the following highlights some of the key provisions of the Charter relating to the Board’s responsibilities:
- Complete control over expenditures from the Spokane Park Fund and expenditures from related park funds, such as the Golf Fund and Urban Forestry Fund: Typically this means an overall annual operating budget in excess of \$20 million, plus additional expenditures related to capital bond projects. The scope of this budget alone demands that members devote considerable time outside the regular meetings and committee meetings, so as to stay informed of Board activities.
 - The formulation and adoption of rules and regulations relating to Spokane Parks and Recreation facilities: By Charter the Park Board establishes policies and rules relating to park facilities, such as the Tobacco-Free Zones, sets pricing and fees for a variety of park facilities, etc.
 - Regular attendance at the required monthly and special meetings of the Spokane Board: Each Board member is expected to attend regular and special meetings of the Board, unless excused in advance by the President. The Spokane Park Board is scheduled for the second Thursday of each month at 3:30 p.m. unless otherwise posted. As a matter of practice, any absence is deemed excused so long as the President or Secretary is alerted in advance to your absence. There is no recent memory of a Board member being formally admonished for unexcused absenteeism, but it should be understood that continual absences may prompt the President to declare your absences unexcused, and three unexcused absences constitute grounds for removal from the Board.
- B. Park Board Bylaws: By Charter the Board is authorized to adopt bylaws relating to governance of the Board and its committees. The Bylaws were last revised and adopted October 2019, and are included in this Park Board Toolkit. By signing this form you acknowledge that you have read the Bylaws and understand them. A brief overview of these rules follows:

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

C. Additional Board member responsibilities include:

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

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

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

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

Signature

Printed Name

Date Signed: _____

Dates of Term: _____

Form Updated: October 2019

City of Spokane Charter

Article V: Parks and Park Board

Section 41: Park Board – How Created

A park board is hereby created which shall consist of ten electors of the City of Spokane, who shall be appointed by the council, and one member of the council to be designated by the council. The council shall have power to remove any member for cause and to fill vacancies on the board.

Effective Date: March 25, 2009

Ordinance C34385 Section 27

Section 42: Park Board – Term of Office

The term of office of the ten appointed members shall be five years. Members shall be limited to two terms. Less than a half term shall not constitute a term should an individual be appointed to fill the unexpired term of one, who for any reason, does not serve his or her entire five-year term. The term of office of two members shall expire each year on the first Tuesday of February at 12:00 noon.

Effective Date: March 25, 2009

Ordinance C34385 Section 28

Section 43: Park Board – Removal From

It shall be the duty of the council to remove from office any member who, after due notice of the meetings of the board, shall be absent therefrom, without leave, for three successive months.

Effective Date: 1910

Section 44: Park Board – Organization

- A. On the second Tuesday of February of each year the board shall elect a president and a vice president from its members, and a secretary, who may, or may not, be a member of the board.
- B. Six members of the board shall constitute a quorum for the transaction of business, and six affirmative votes shall be necessary to adopt or carry any measure. The board shall have regular public meetings at least once a month, at their regular place of meeting.
- C. The board shall have the power to make bylaws and rules for the conduct of business.

Effective Date: March 25, 2009

Ordinance C34385 Section 29

Section 45: Park Board – Accounts and Reports – Annual Statements

The board shall keep books of account and records of all its transactions. The board, at the end of each month and at the end of each fiscal year, shall furnish to the council a detailed report of receipts and expenditures and a statement of all other business transacted, which shall be maintained by the park department. All records, books, and files of the board shall be open to public inspection.

Effective Date: March 25, 2009

Ordinance C34385 Section 30

Section 46: Park Board – Compensation

No member of the board, except the secretary, shall receive any compensation. The compensation of the secretary shall be fixed by the board.

Effective Date: March 25, 2009

Ordinance C34385 Section 31

Section 47: Office of Park Board

The office of the park board shall be located in a suitable location as determined by the park board and approved by the mayor.

Effective Date: March 25, 2009

Ordinance C34385 Section 32

Section 48: Park Board – Powers

The park board shall have power:

To lay out, establish, purchase, procure, accept, and have the care, management, control, and improvement of all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways, now or hereafter owned or controlled by the City whether within or without the city limits, and may designate them by name;

To lay out, establish, and improve boulevards and parkways, and to designate as a boulevard or parkway any existing highway or part thereof, but the highway or part thereof so designated shall remain under the control of the council;

To exercise supervision over all shade trees, shrubs, and plants of all kinds on or in the streets and public places of the City and over all resting places, water stations, playgrounds, and parade grounds;

To make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations; To prohibit or determine the place and manner of making excavations, and of placing or maintaining wires, pipes, poles, posts, masts and supports in parks or highways, and to compel the alteration or removal thereof at any time;

To improve and adorn parks and park property and do all things necessary or proper to render the parks or other property of value to the public;

Section 48: Park Board – Powers (continued)

To grant concessions, leases, and privileges under such restrictions and for such compensation as it shall prescribe, the revenue of which shall go into the park fund; provided that, no concession or privilege shall ever be granted for the sale of any intoxicating liquors in any public park, square, play or recreation ground, park drive, parkway or park boulevard of the City; and that no concession, lease, or privilege shall be granted for a period of more than three years unless approved by ordinance. Nor shall either the park board or the city council, after January 1, 1982, have the power to allow the use of any part of Riverfront Park then or thereafter dedicated to park purposes by sale, lease, rent, permit, license, or other assignment for permanent commercial purposes without the prior approval of the City voters given by a majority vote in a regular municipal election. Permanent commercial purposes shall not include commercial activities existing prior to January 1, 1982, nor any activities operated directly by the City of Spokane or the park board for fee, nor any activity not having a fixed location, nor shall it include any activities approved by the park board not to exceed thirty days and renewable for periods not exceeding thirty days.

In no case shall the expenditure of the park board exceed the amount donated or appropriated for park purposes.

Real and personal property may be granted, bequeathed, or devised to the City and accepted by the park board for park purposes or for the establishment or maintenance in parks of museums, zoological or other gardens, collections of natural history, observatories, buildings, fountains, monuments, statues, or other works of art upon the trust and conditions prescribed by the donors thereof; and all such property, together with the income and profits thereof, shall be under the exclusive control of the park board. All property acquired by the park board shall be in the name of the City.

Neither the park board nor the city council shall have the power to sell or exchange any existing park or portion thereof without the prior approval of the electorate given by a majority vote at the next ensuing general municipal election or special municipal election, as the case may be.

Effective Date: November 1987

Ordinance C28870 Section 1

Section 49: Condemnation for Park Purposes

- A. If the board shall be unable to purchase at a satisfactory price any lands or other property for park purposes or be unable to make a satisfactory arrangement as to compensation, the council, upon notice given by the board, shall condemn the same at the expense of the park fund.
- B. Any property desired for park purposes in which any member of the park board or council may be interested shall be acquired by condemnation proceedings. The petition for condemnation shall set forth the interest of such member.

Effective Date: 1910

Section 50: Annual Budget for Support of Parks

The city council shall provide in the park fund each fiscal year sufficient funds in order to maintain the parks, park systems, and related activities, and to provide for the expenses authorized by this article. Such allocation shall be sufficient in amount and shall be a sum that represents no less than eight per centum of the general fund expenditures of the last completed fiscal year. The funds so established may be reduced or otherwise adjusted by the city council only insofar as the total adopted general fund budget is reduced because of the insufficiency of revenues and in direct proportion to the reduction of the general fund budget. The funds so provided shall be used for the support of the parks and recreation department and shall be under the control of the park board.

Effective Date: November 1983

Ordinance C27101 Section 1

Section 51: Disbursement of Park Funds

All taxes levied for park purposes, as provided in this Charter, all moneys realized from the sale of park bonds, all moneys appropriated by the council for park purposes or received by the park board from any other source shall be turned into and kept in a fund designated the park fund and be deemed appropriated and shall be used exclusively for the purposes set forth in this article, and shall be expended upon the order of such officer or officers of the park board as may be selected by it for that purpose by resolution; copies of such resolution, duly certified, shall be filed with the accounting director. Said moneys shall be paid out by the treasurer upon warrants, checks, drafts, notes, or other order of the City of Spokane signed by the authorized city staff.

Effective Date: March 25, 2009

Ordinance C34385 Section 33

Title 04 Administrative Agencies and Procedures

Chapter 04.11 Park Board

Section 04.11.010 Authority

- A. The park board has authority, consistent with the charter and ordinances of Spokane, to adopt, promulgate and enforce rules and regulations respecting the management, control and use of all public squares and parks, park drives, parkways, boulevards, play and recreation grounds and facilities, including the fixing and collecting of fees, rents and charges.
- B. While the city treasurer is the custodian of the park fund, the director of parks and recreation and the park board, respectively, have the authority over the park fund that the mayor and city council have over all other funds and may expend the park fund in accordance with its appropriations. The monthly and annual reports called for by Charter Section 45 will continue to be made to the city council.

Date Passed: Monday, March 26, 2007

Recodification ORD 03995 Section 1

SPOKANE PARKS AND PUBLIC OPEN SPACE MASTER PLAN

DESIGNWORKSHOP



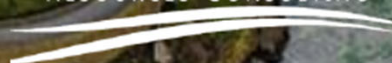
ETM ASSOCIATES, L.L.C.

PROJECT MANAGEMENT
PUBLIC SPACE MANAGEMENT
PUBLIC SPACE DESIGN



SPVV
LANDSCAPE ARCHITECTS

SYNERGY
RESOURCES CONSULTING



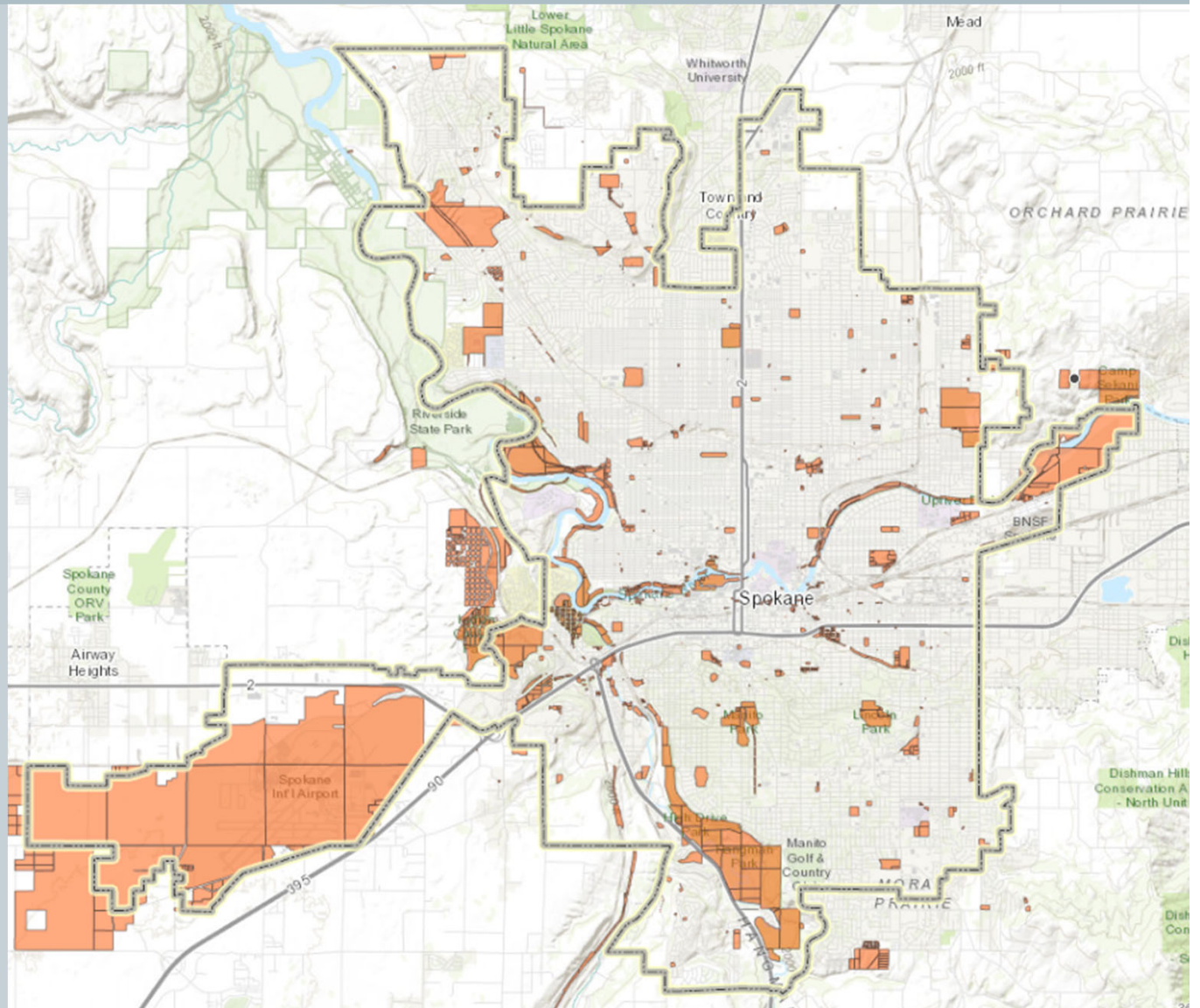
Project Intent

Goal: Update agency planning document to guide agency activity & inform agency strategic investment plan for the next 6-10 years.

- ✓ Provide clean, safe, and eco-friendly parks, trails and conservation lands and rec facilities.
- ✓ Provide accessible leisure and rec opportunities
- ✓ Provide an enhanced urban forest.

Being Strategic With Our Resources

- ✓ what
- ✓ where
- ✓ how



Balance of Internal & External

always connected

PUBLIC RELATIONS

- Public and Stakeholder Engagement Plan
- Focus Groups
- Stakeholder Interviews
- Community Workshops
- Pop-Up Surveys
- Citywide Mailed Surveys
- Equity Mapping
- Qualitative Level of Service Analysis
- Project Branding



INTEGRATED INPUT MODEL

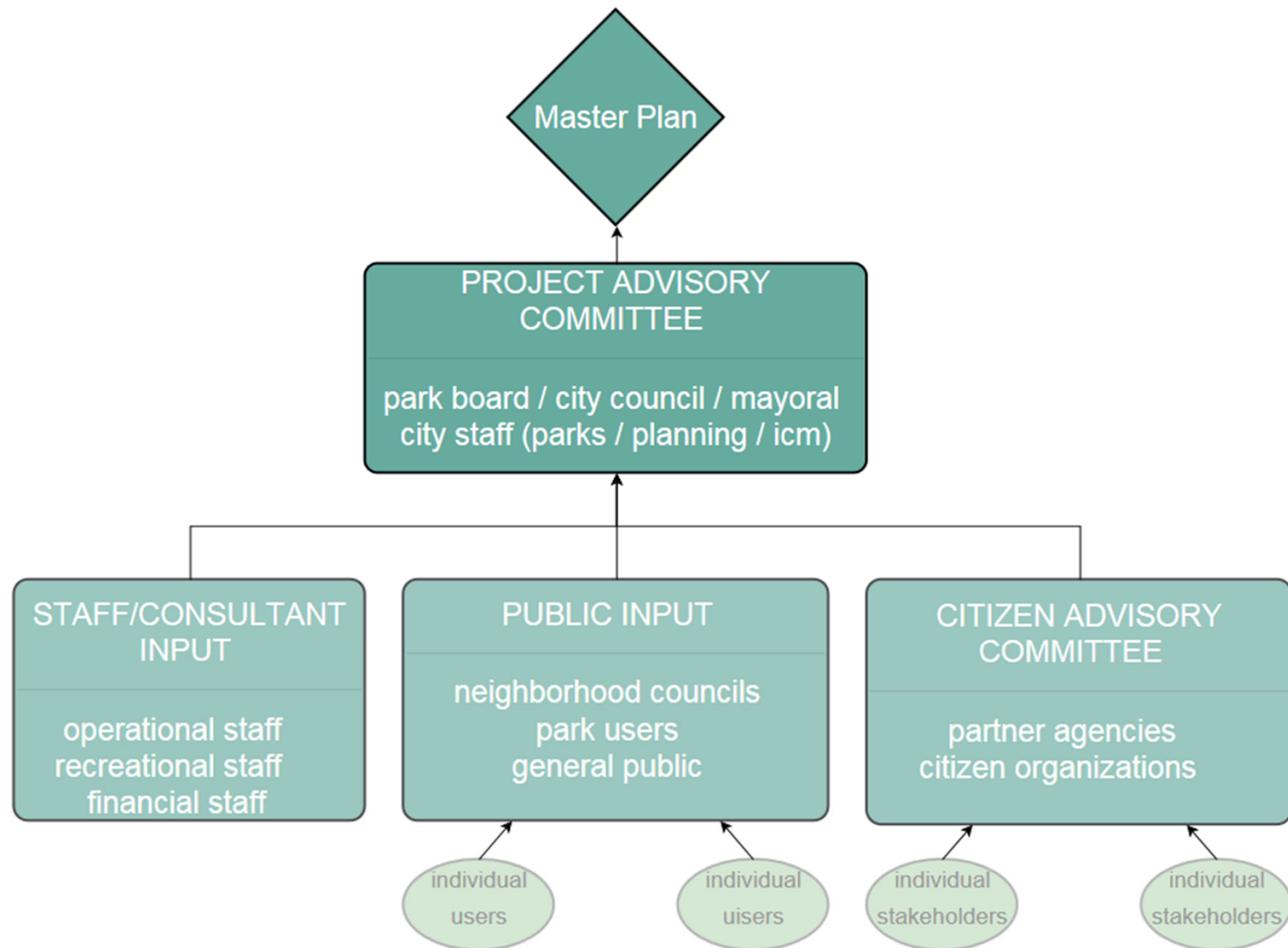
DEPARTMENTAL OPERATIONS

- Quantitative Level of Service Analysis
- Program Services Inventory
- Organizational Structure and Staffing Assessment
- Financial Review and Funding Strategies
- Project Prioritization
- Internal Staff and Leadership Facilitation

Engagement is Critical to Project Success



What is the Input Process?



Getting Started

- Jun '19-Feb '20: Park Board Retreat, RFQ, Scope Project Award, and Contracting
 - *Feb 2020: Contract Awarded – Notice to Proceed*
-

Consultant's Team

national + local + specialists

DESIGNWORKSHOP

Planning, Landscape Architecture,
Public Engagement, Economic Development

TOTAL
55%

Phase 1 - 70%
Phase 2 - 90%
Phase 3 - 50%
Phase 4 - 70%



Park Operations and
Funding Specialist

TOTAL
35% Phase 1 - 25%
Phase 2 - 10%
Phase 3 - 35%
Phase 4 - 30%



Parks Assessment /
Institutional Knowledge

TOTAL
5% Phase 1 – 2.5%
Phase 3 – 2.5%



Specialty Engagement /
Local Funding Resources

TOTAL
5% Phase 1 – 2.5%
Phase 3 – 2.5%

Initial Project Plan

- Feb 2020: Project start & planning

- Mar-Apr: Inventory / Project kickoff / inventory / stakeholder engagement
- Mar-Sept: Draft plan development & community engagement
- May-Oct: Draft plan revision, prioritization
Recommendations
- *Nov-Dec: Plan Completion & Adoption*

Current Project Plan

- Feb 2020: Project start & planning

- **Mar-Apr: Inventory & project branding – halted work**
- **Aug-Sept:** Inventory / Project kickoff / stakeholder engagement
- ~~Mar-Sept~~
- **Sept-Dec:** Draft plan development & community engagement
- ~~May-Oct~~
- **Dec-Mar:** Draft plan revision, prioritization, Recommendations

- ~~Nov-Dec~~
- **Mar-Apr: Plan Completion & Adoption**

What's Been Happening?

Project Branding

RESPECTING THE BRAND



TYPEFACE

CREATE A CAMPAIGN WITH AN IDENTIFIABLE LOOK AND FEEL

What's Been Happening?

Project Branding

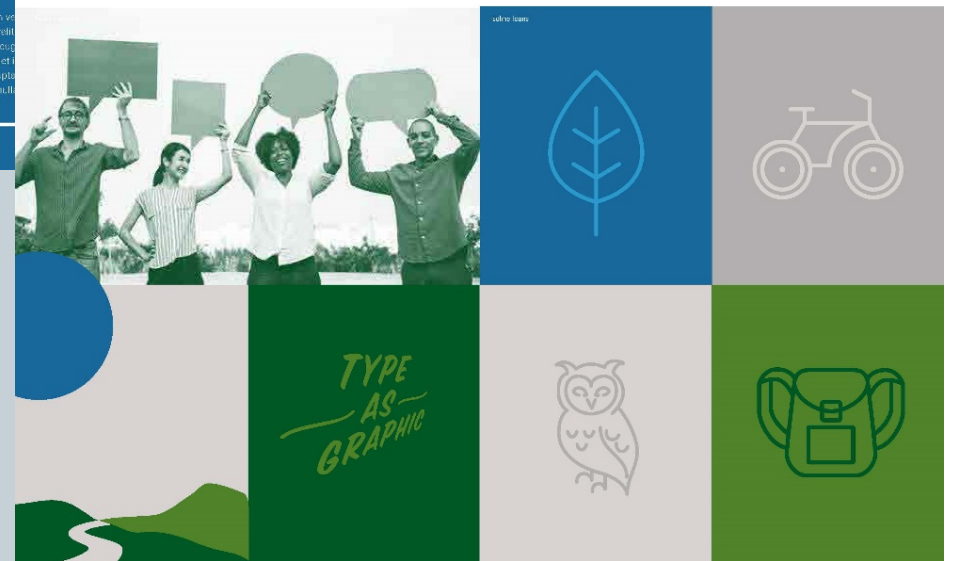
CONCEPT 1 | PARKS TO THE PEOPLE TYPOGRAPHY



This plan is for everyone

‘Parks to the people...’

CONCEPT 1 | PARKS TO THE PEOPLE GRAPHIC ELEMENTS



What's Been Happening?

Project Branding

CONCEPT 2 | BUILDING ON A LEGACY | TYPOGRAPHY

PARKS

PEOPLE

Parks are as important
as ever

‘Building on a legacy...’

Examine 1825

A B C D E F G H I J K L M N
O P Q R S T U V W X Y Z

Heebo

a b c d e f g h i j k l m n
o p q r s t u

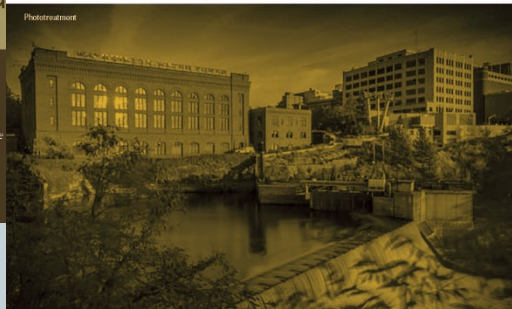
BODY COPY
SAMPLE

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CONCEPT 2 | BUILDING ON A LEGACY | GRAPHIC ELEMENTS

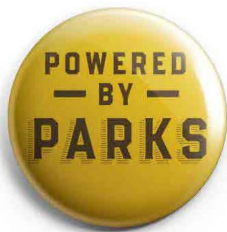
Photomontage



Badges



Flat Graphic Elements



What's Been Happening?

Project Branding



‘Parks to the people’ +
‘Building on a legacy’



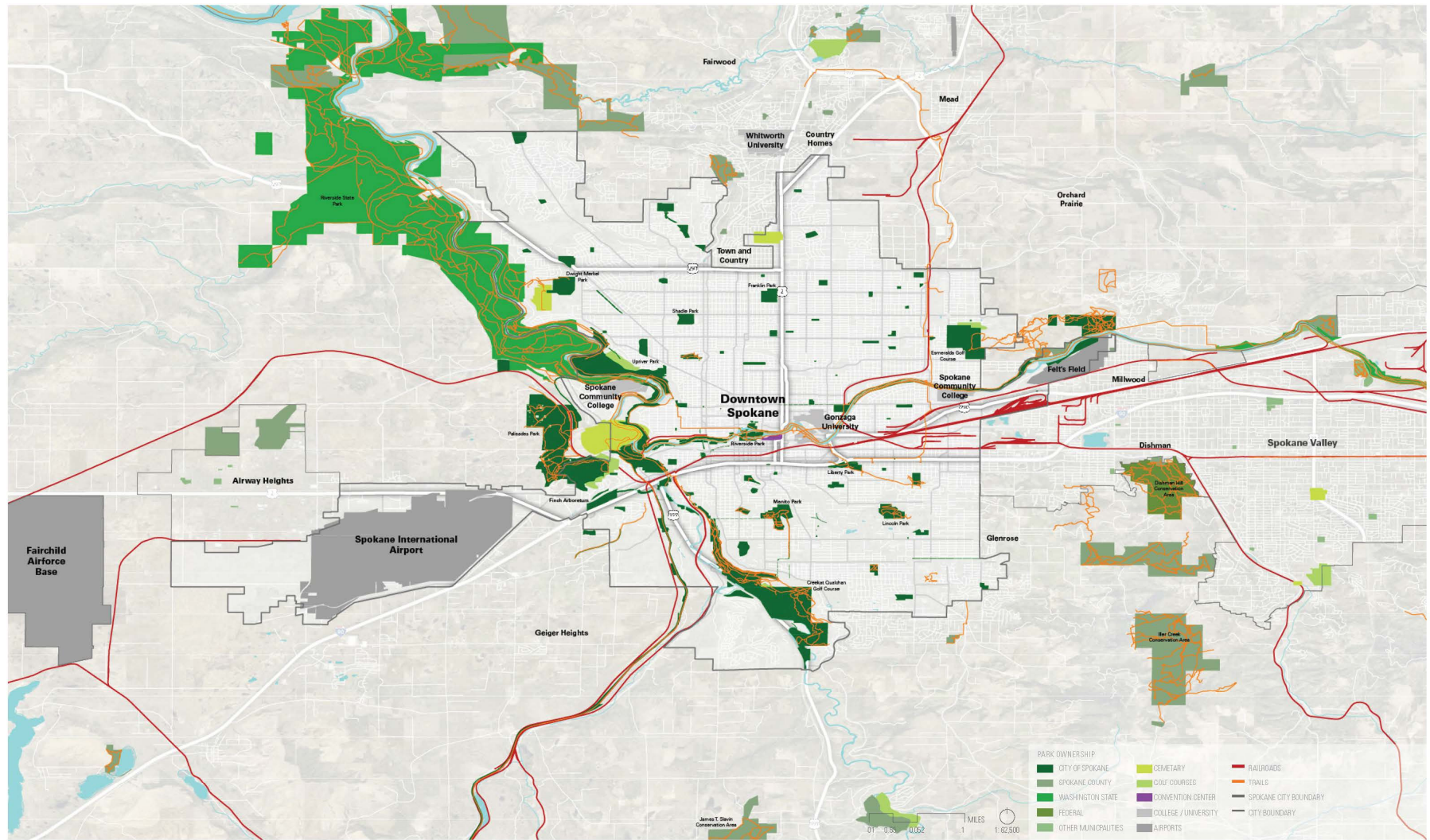
Work Conducted to Date

Project Branding



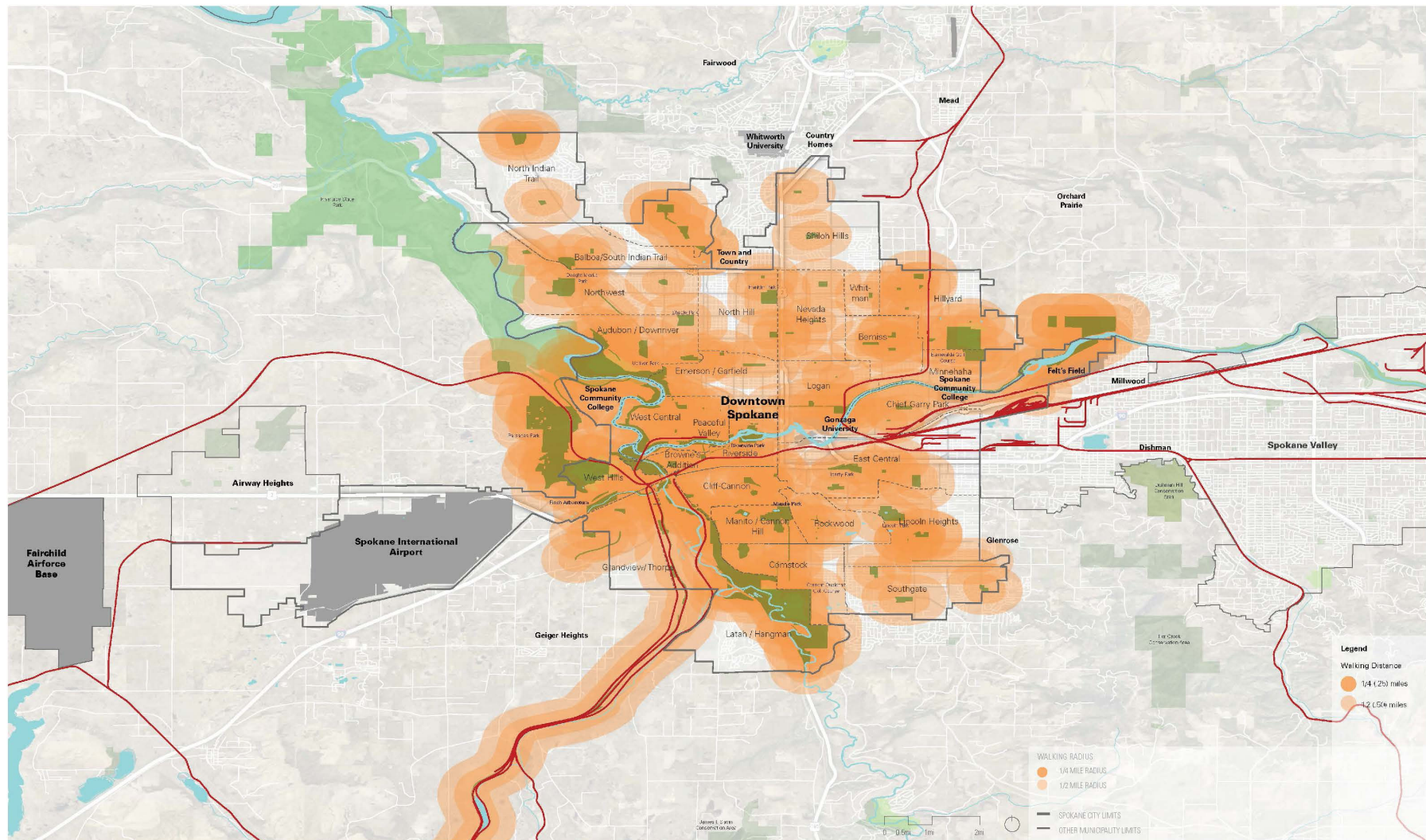
What's Been Happening?

Project Inventory & Mapping



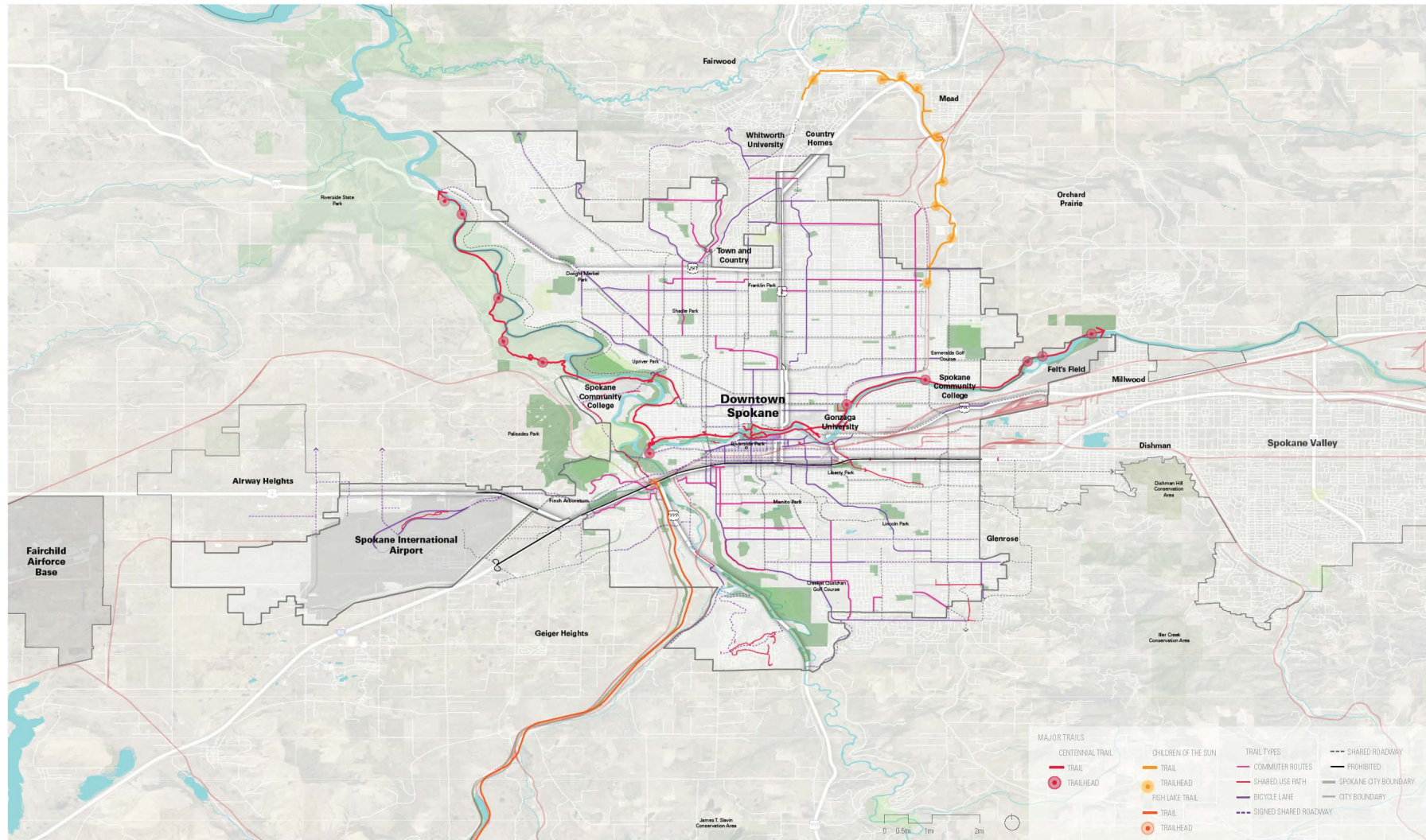
What's Been Happening?

Project Inventory & Mapping



What's Been Happening?

Project Inventory & Mapping



TRAILS AND BIKEWAYS

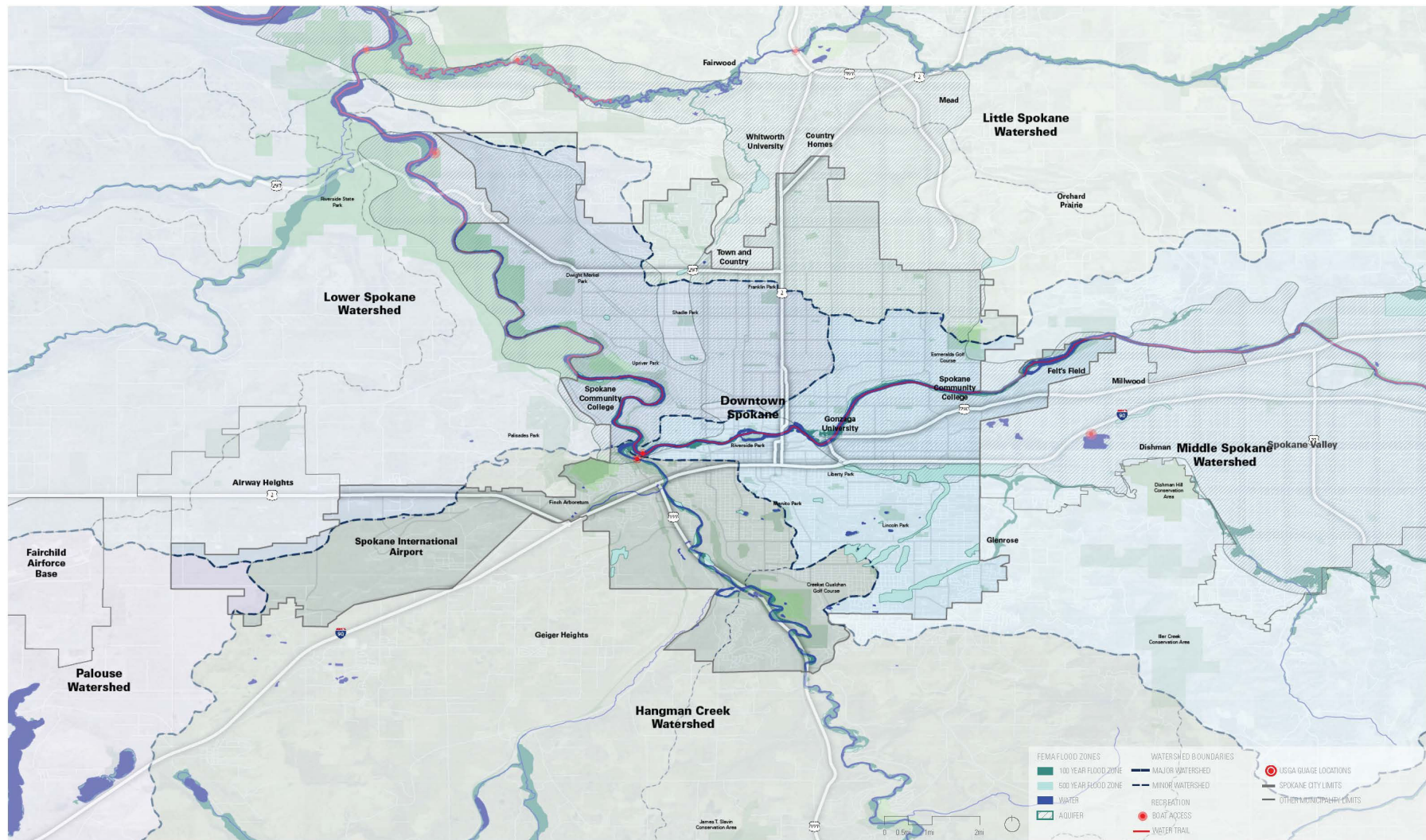
SPOKANE PARKS AND PUBLIC OPEN SPACES MASTER PLAN

DESIGNWORKSHOP

APRIL 20, 2020

What's Been Happening?

Project Inventory & Mapping



HYDROLOGY

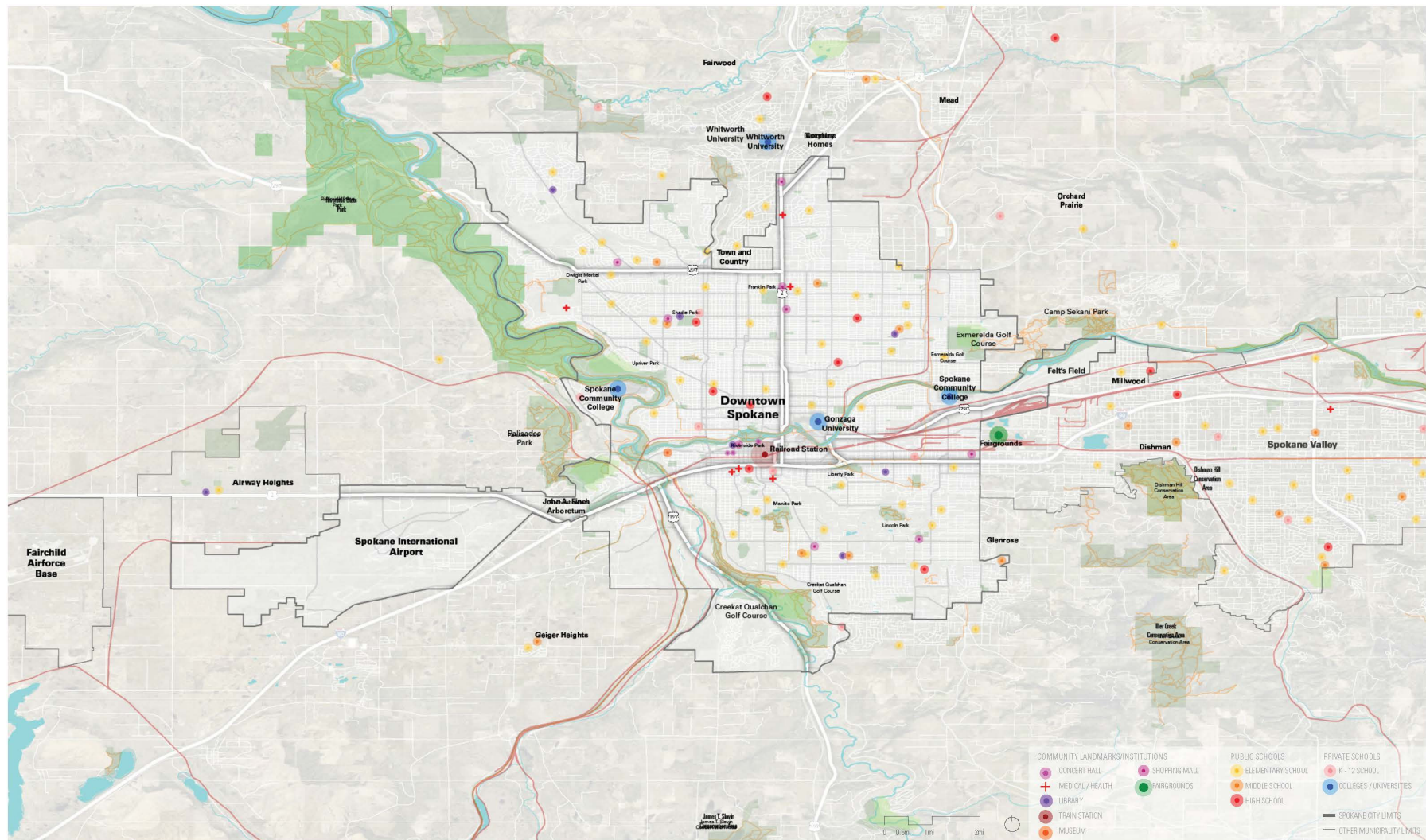
SPOKANE PARKS AND PUBLIC OPEN SPACES MASTER PLAN

DESIGNWORKSHOP

APRIL 20, 2020

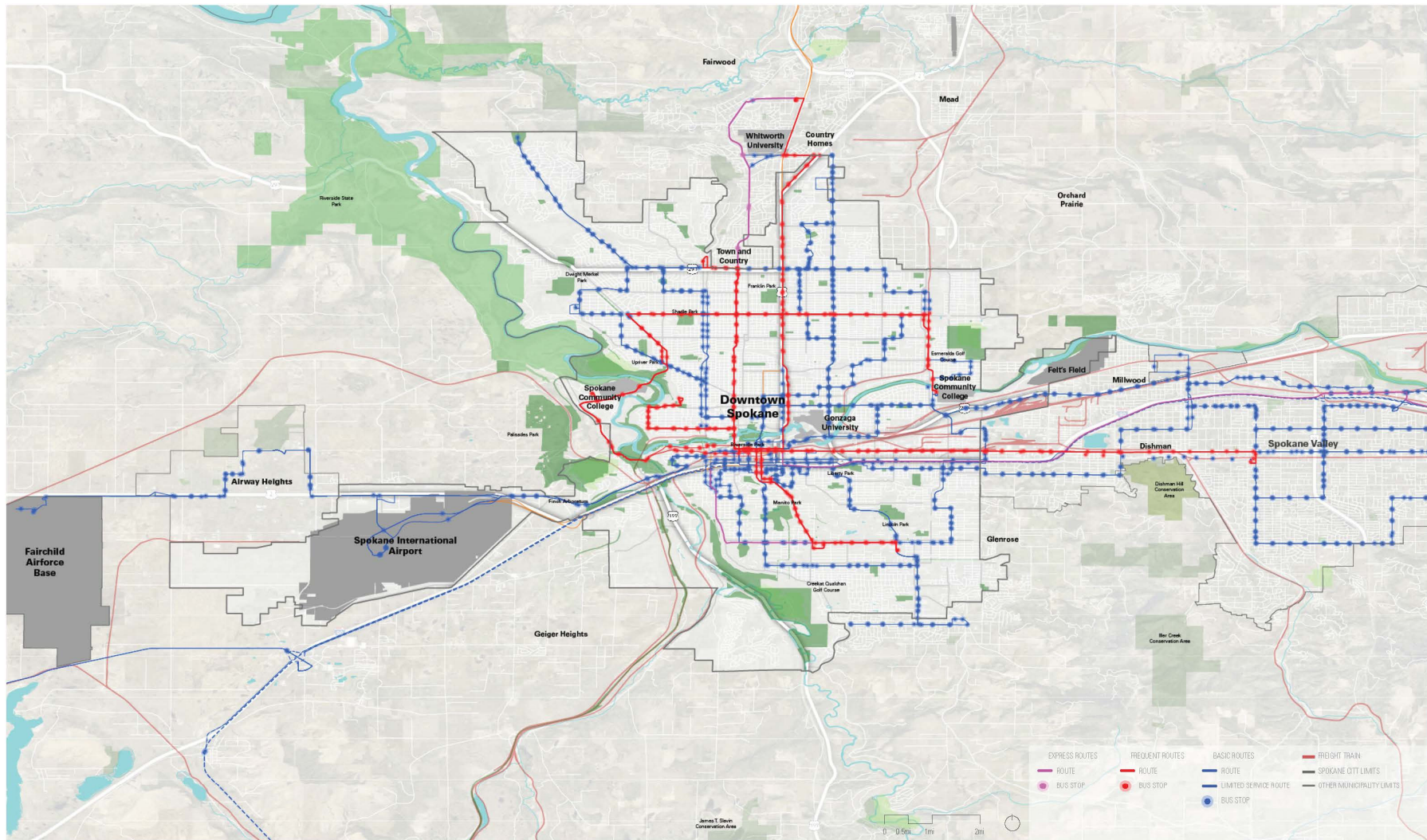
What's Been Happening?

Project Inventory & Mapping



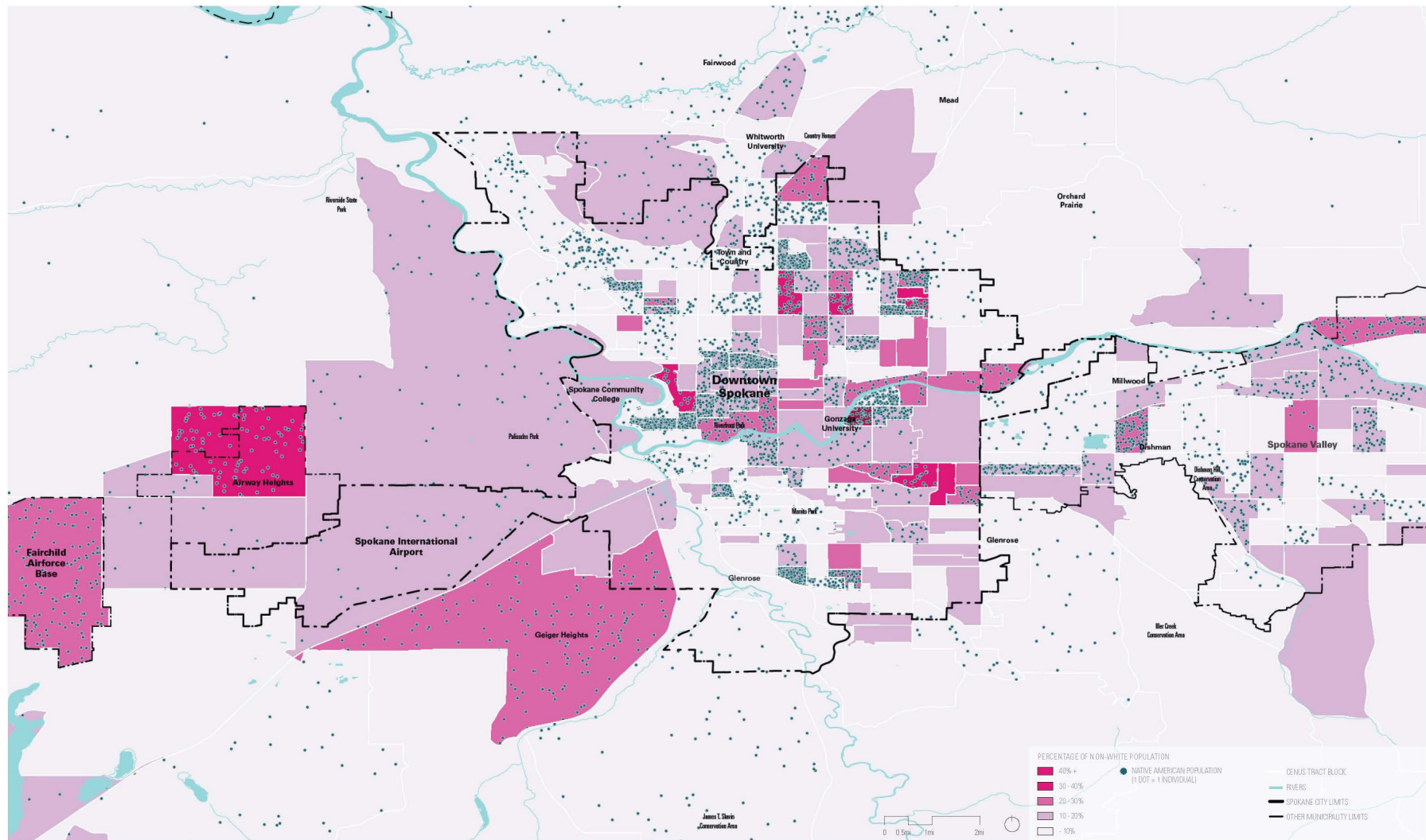
What's Been Happening?

Project Inventory & Mapping



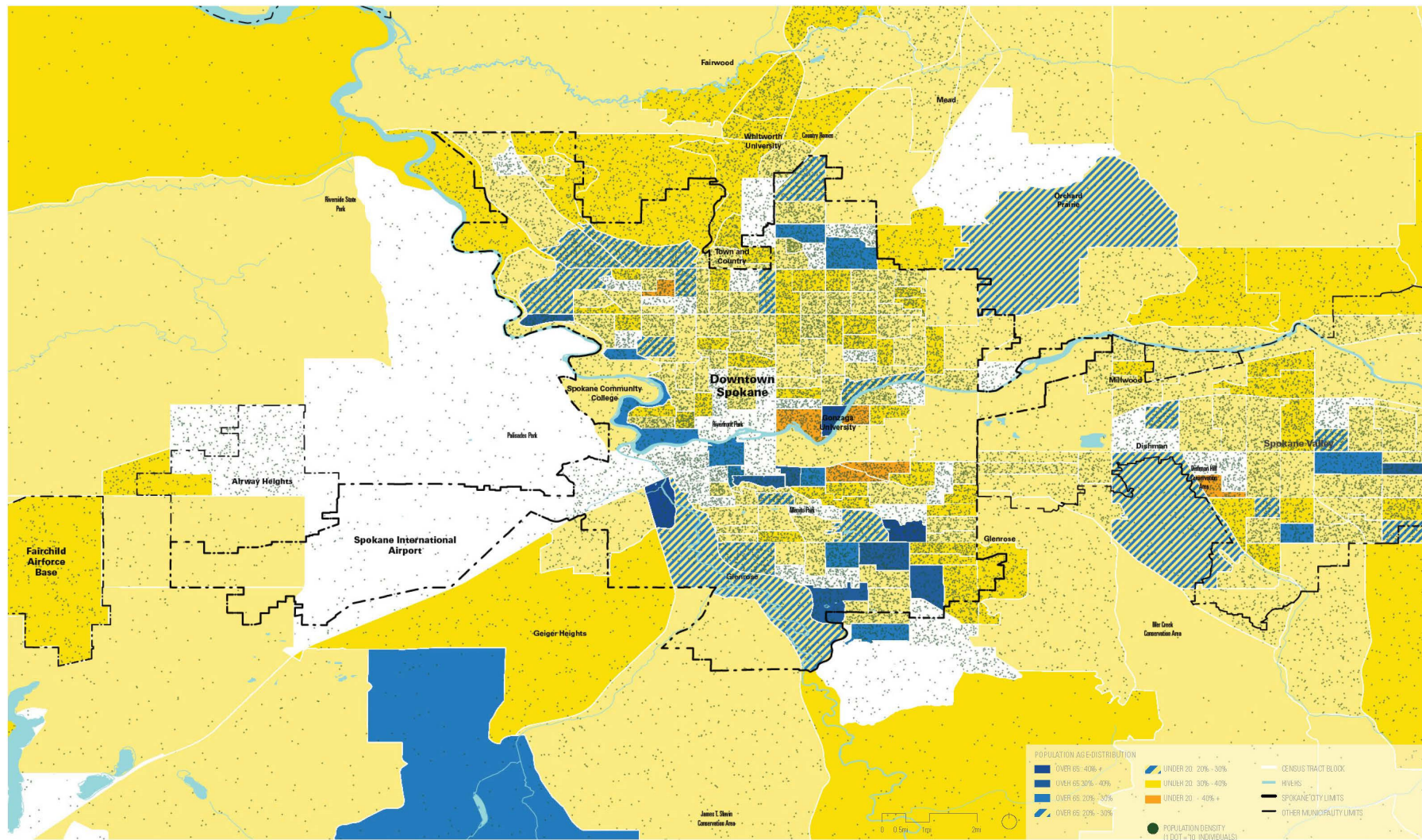
What's Been Happening?

Project Inventory & Mapping



What's Been Happening?

Project Inventory & Mapping



POPULATION AGE DISTRIBUTION - 65+ AND UNDER 20
SPOKANE PARKS AND PUBLIC OPEN SPACES MASTER PLAN

A blue-tinted photograph showing two people running away from the camera on a track. The word 'START' is painted in large white letters on the ground in the foreground. The track has white lane markings. In the background, there are trees, a modern building with a glass facade, and a cloudy sky. The overall mood is one of forward motion and progress.

MOVING FORWARD

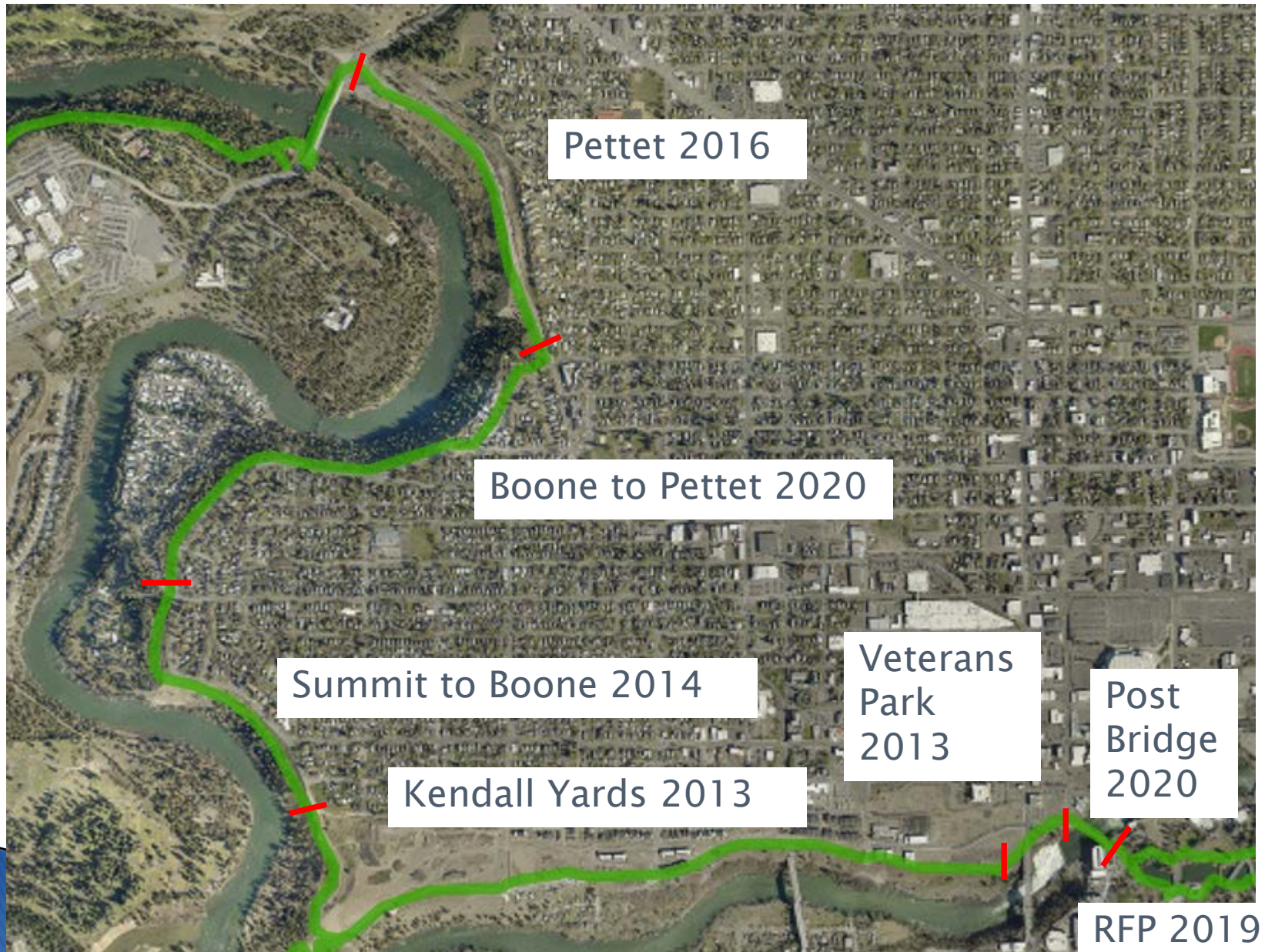
Centennial Trail – Summit Blvd. Gap Park Board



Project Alignment



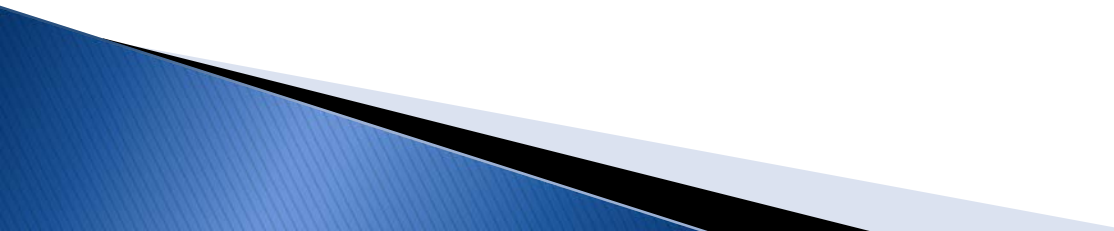
Recent Centennial Trail Improvements



Additional Engagement

- ▶ Per request, project has been delayed to allow for additional engagement and incorporate feedback
 - ▶ Project presented to Design Review Board for two-step collaboration and recommendation process
 - ▶ Additional meetings and correspondence
 - ▶ Individual coordination re: specific impacts
 - ▶ Survey received over 2300 total responses and more than 550 from West Central Neighborhood residents
- 

Add'l Environmental Review

- ▶ Due to the amount of citizen input received, DOT required a second more detailed NEPA review
 - ▶ Additional info required included documentation of proper project planning, a summary of the main complaints, how the project was revised to address those complaints, evidence of community support and a second more detailed study of this project's effect on historic homes/neighborhood
 - ▶ This second NEPA analysis was reviewed in detail by both DOT, DAHP, Spokane Tribe and FWHA and again received approval
- 

Design Review Board

DESIGN REVIEW BOARD

FILE NO.DRB 200

Centennial Trail- Summit Blvd

1 - Program Review/Collaborative Workshop

April 8, 2020



From :
Design Review Board
Kathy Lang, Chair

c/o Dean Gunderson, DRB Secretary
Neighborhood & Planning Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201

To :

Dan Buller, Engineering
City of Spokane- Public Works

CC :

Louis Meuler, Interim Planning Director
Tami Palmquist, Development Services

Collaborative
workshop
generated 14
recommendations

Based on review of the materials submitted by the applicant and discussion during the April 8, 2020 Collaborative Workshop the Design Review Board recommends the following advisory actions:

FILE NO.DRB 2009

Centennial Trail Gap

1 - Recommendation Meeting

May 27, 2020

Final recommendation
meeting generated
five conditions for
approval



From :
Design Review Board
Kathy Lang, Chair

c/o Dean Gunderson, DRB Secretary
Neighborhood & Planning Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201

To :

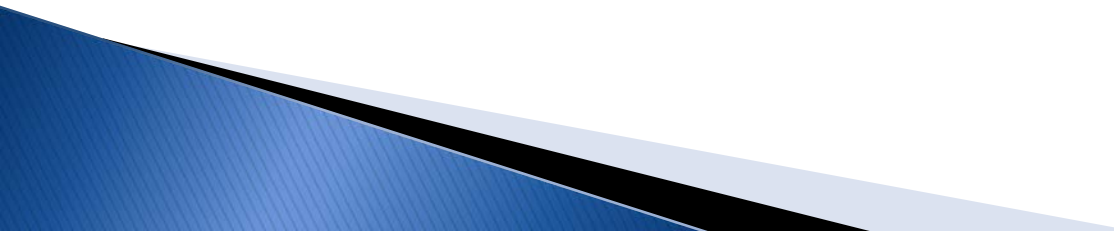
Louis Meuler, Interim Planning Director
Tami Palmquist, Associate Planner

CC :


Dan Buller, Engineering
City of Spokane- Public Works

Based on review of the materials submitted by the applicant and discussion during the May 27, 2020 Recommendation Meeting the Design Review Board recommends the approval of the project subject to the following conditions:

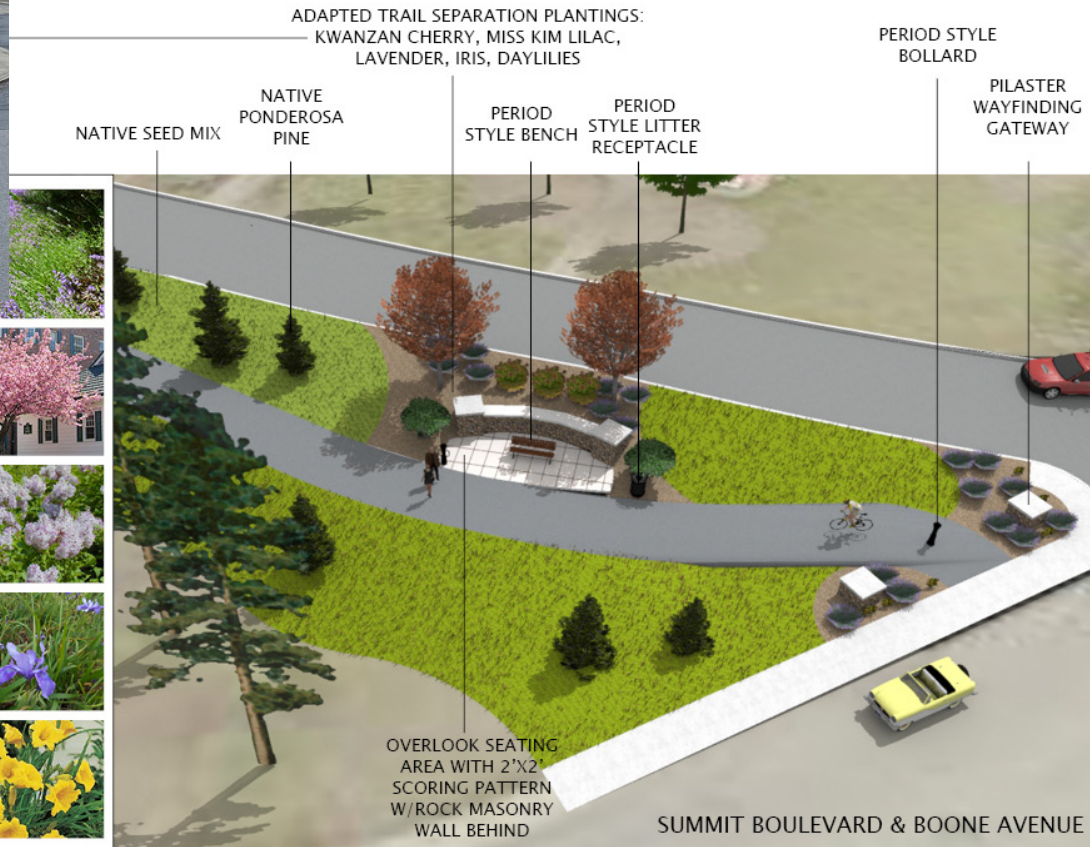
Design Review Board

- ▶ DRB received and reviewed 70 public comments during process
 - Heavy input from seven repeat commenters
 - ▶ Board acknowledged many comments had competing requests that needed to be balanced and that not all could be satisfied
 - ▶ DRB provided great suggestions for better design elements to improve project and address many of the public's concerns
- 

Design Review Board Recommendations

- 1. The applicant shall engage with property owners that directly abut the proposed trail to discuss safety-related responsibilities and best management practices and landscape buffer planting options.**
 - 2. The applicant is encouraged to further develop the design of the proposed plaza at the NW corner intersection of West Point Road and Pettet Drive with regards to pedestrian experience and site elements that encourage use of the plaza, such as bicycle parking, artwork, and benches. The applicant is also encouraged to investigate opportunities to soften the edge of the plaza at the curb through landscaping.**
 - 3. The applicant is encouraged to provide, and identify, locations for art installations or neighborhood identification elements at areas such as north-south street view termini and the proposed plazas.**
 - 4. The applicant shall install consistent vehicular guardrail throughout the project site.**
 - 5. The applicant shall give strong consideration to tree type and placement for optimal visual acuity when exiting or entering driveways via vehicle. Obscuring of pedestrians or trail users is strongly discouraged.**
- 

Boone Ave. & Summit Blvd.



SUMMIT BOULEVARD & BOONE AVENUE

"A" Street & Summit Blvd.



West Point Rd. & Mission Ave.

CLASS I
STREET TREE:
COLUMNAR
FLOWERING
CRABAPPLE

DRIVEWAYS WITH 2'X2'
SCORING PATTERN

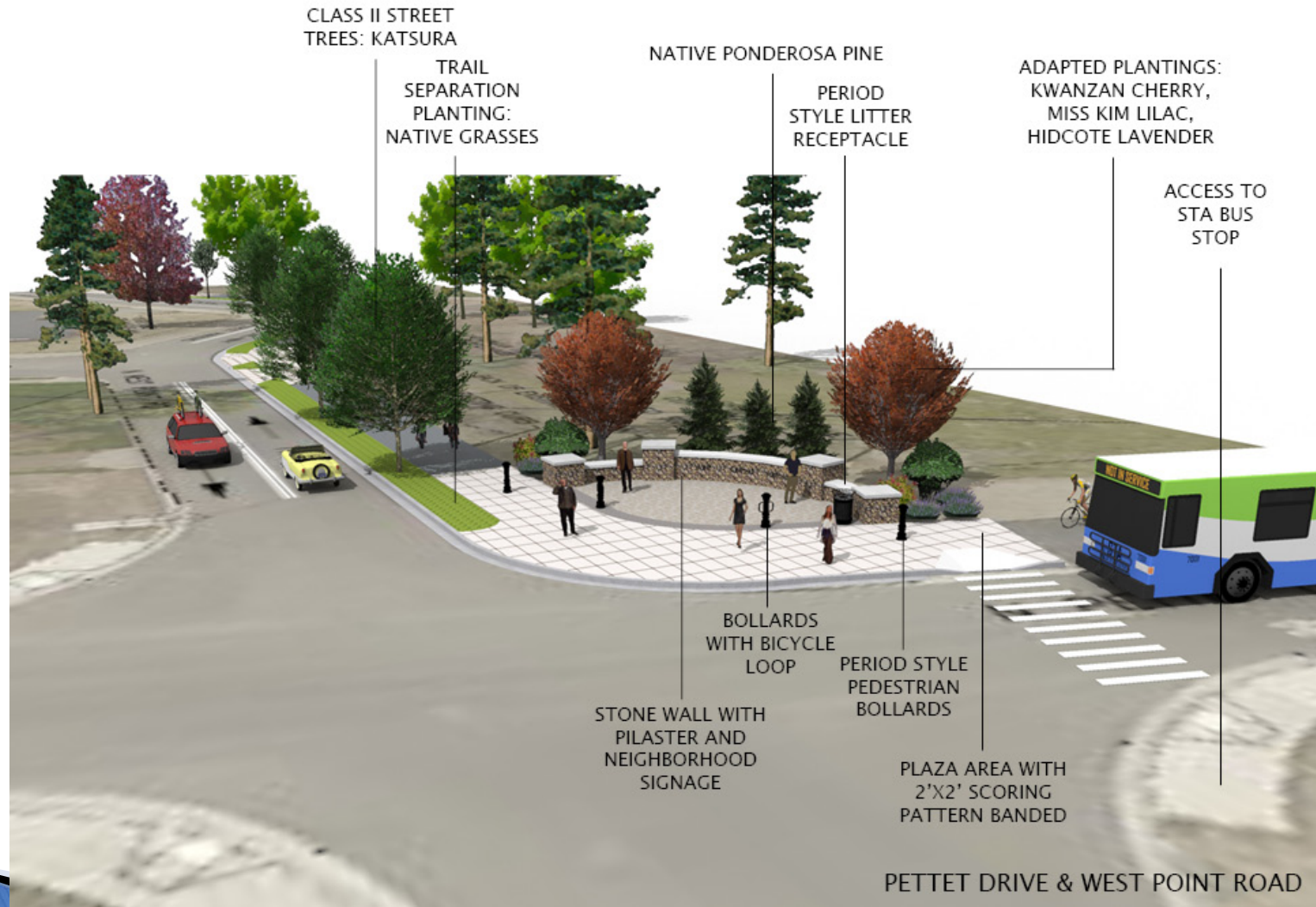
EXISTING TREE

CLASS II STREET
TREE: KATSURA

ADAPTED TRAIL
SEPARATION PLANTINGS:
CREEPING OREGON GRAPE,
LAVENDER, IRIS, DAYLILIES



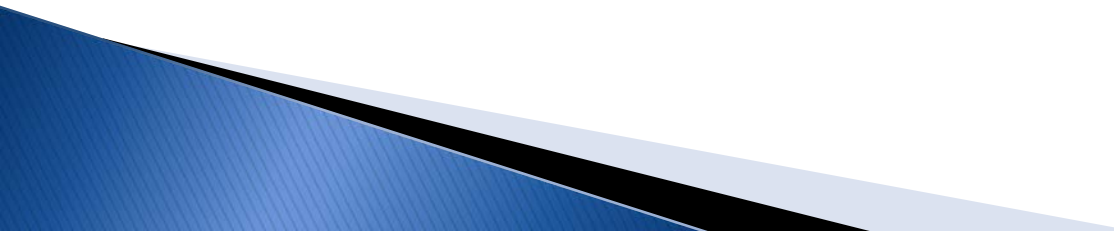
West Point Rd. & Pettet Drive



Survey Results

- ▶ 2,308 Total respondents
 - 82% support the project
- ▶ 1,976 City resident respondents
 - 81% support the project
- ▶ 555 West Central responses (more than 25% percent of the total responses from City residents)
 - 64% support the project
- ▶ 995 Responses from directly impacted neighborhoods (West Central, Audubon/Downriver, Emerson–Garfield, and West Hills)
 - 72.6% support the project

Survey Results

- ▶ Over 20% of respondents use **this section** of the trail for commuting
 - ▶ 72.8% indicated they would use this section of trail more as a shared use path
 - ▶ 83% of users of this segment do not feel the current section adequately meets users' needs for safety and accommodation
- 

Organizations Supporting Project

- ▶ Bicycle Advisory Board
- ▶ Friends of the Centennial Trail
- ▶ Trout Unlimited
- ▶ Spokane Riverkeeper
- ▶ Kendall Yards business and homeowners association
 - Jim Frank (Greenstone)

River Crossing Project

- ▶ Remains in Comp plan
- ▶ Opportunity to elevate via Parks Open Space planning process
- ▶ Gap project does not preclude
 - “And”, not “or”
- ▶ Concerns expressed from environmental groups and individuals
 - Riverkeeper
 - Trout Unlimited

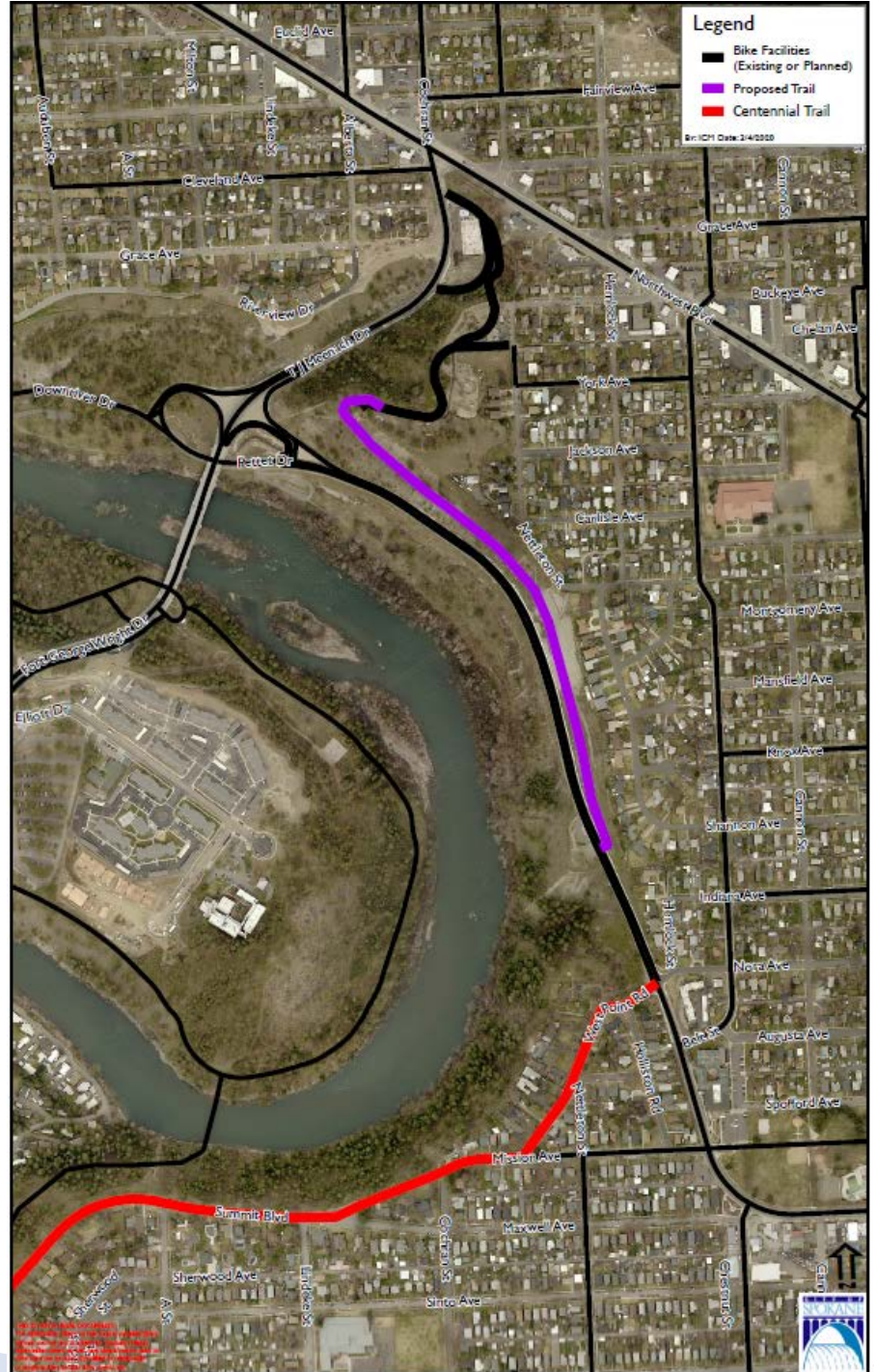
Bike/Ped Connectivity

- ▶ Ben Burr Trail (4 projects)
 - 11th/Fiske to 1st via Liberty Park
 - 1st to MLK via Erie
 - Ben Burr to Centennial Trail segment (with MLK)
 - Hawk Signal Enhancements at 2nd and 3rd
- ▶ Mission Ave. Intersection Improvements
- ▶ University District Bridge
- ▶ Siphon Trail connection to NW/TJ
- ▶ Trent Bridge undercrossing

Siphon Trail

Connects TJ/NW to top of Doomsday Hill

Emerson/Garfield & Audubon Downriver Connection



TJ Meenach & Pettet Dr.

Parking lot
improvements,
connector trail
beneath bridge



COCHRAN DOWNRIVER STORMWATER FACILITY MASTER PLANNING DOWNRIVER PARK | SPOKANE, WA

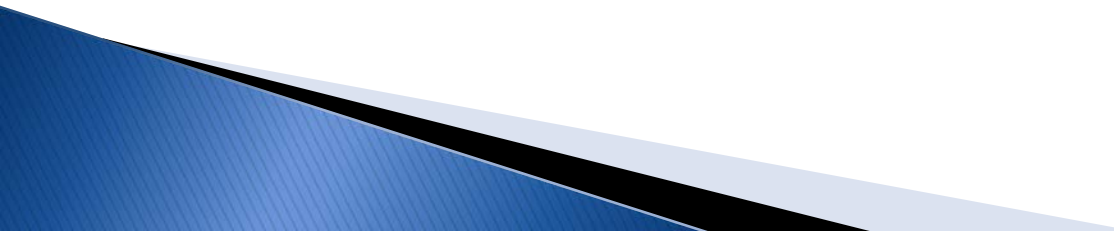


LOOKING NORTHEAST: 10' PAVED TRAIL ADJACENT TO STORMWATER SWALES, LEADING TO NEW RAFT PUT IN/TAKE OUT AREA



LOOKING NORTHEAST: 10' PAVED TRAIL AND FOOTBRIDGE LEADING TO IMPROVED PARKING AREA AND AMENITIES / INTERPRETIVE SIGNAGE AND RIVER ACCESS

Pending Actions

- ▶ Request access to construction funding
 - ▶ Advertise project for construction bids
 - ▶ City Council vote to award construction contract
 - ▶ Begin Construction
- 

Thank You



Spokane Park Board

Briefing Paper



Committee	Finance Committee		
Committee meeting date	June 9, 2020		
Requester	Pamela Clarke	Phone number: 509-625-6241	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Community basketball court murals donation		
Begin/end dates	Begins: 6-11-2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Hoopstown USA received a grant from MultiCare to revitalize community basketball courts, and approached Spokane Arts with the idea of installing murals on certain courts. Three basketball courts located in various neighborhoods across the city, to benefit as many citizens as possible, have been proposed for the first mural installs, including: Peaceful Valley, Chief Garry and the Lincoln Heights. Spokane Arts hosted an open call for artists to submit their qualifications and a concept design. A total of 38 artists submitted applications for these projects and a panel of representatives from Hoopstown USA, Spokane Parks, MultiCare, and Spokane Arts selected eight top designs as finalists. Those eight finalist designs were shared publicly in a community survey designed to gather input from residents living in or near the three neighborhoods. The selection panel considered the survey input as one part of their deliberations, along with the finalist artists' full applications, experience and past work, in making their selections. The three final designs were approved by the Joint Arts and Finance committees for Park Board's consideration.			
Motion wording: To approve the community basketball court murals donation from Hoopstown USA made possible by a grant from MultiCare, to be created by artists Tiffany Patterson, Joshua Martel and Nick Goettling at the three designated sites, including Peaceful Valley, Chief Garry Park and Thornton Murphy Park.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Melissa Huggins, Spokane Arts Name: Melissa Huggins Email address: Melissa@spokanearts.org Phone:			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Pamela Clarke Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: N/A Budget code:			
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>			

Introduction

Hooptown USA received a grant from MultiCare to revitalize community basketball courts, and approached Spokane Arts with the idea of installing murals on certain courts. Together, we selected three basketball courts located in various neighborhoods across the city, to benefit as many citizens as possible: Peaceful Valley, the Chief Garry neighborhood, and the Lincoln Heights neighborhood. Since all three basketball court locations being discussed are located in Spokane Parks, this coalition of partners—Hooptown USA, Multicare, and Spokane Arts—respectfully ask the Parks Board to consider accepting the donation of three pieces of art, in the form of murals, each by a different artist. These murals are a celebration of the strength of both our local arts and sports communities. Together the mission is to establish a mosaic of art and basketball throughout the region to inspire and encourage inclusivity, ultimately building healthier communities.

Since 1990, the Spokane Hoopfest Association has built over 30 community outdoor basketball courts in the region and donated over \$1.6 million to local, charitable organizations, including Special Olympics – the primary beneficiary; community centers and various youth sports and learning programs. Hooptown USA is a brand that is designed to acknowledge and celebrate what Spokane has accomplished as a basketball community. As a city, we love and follow the game like no other place – from elite competitors, recreational players, teams, coaches, volunteers, and spectators young and old. We believe that sports connect neighborhoods - street by street - into healthy, thriving communities. Hooptown USA strives to enhance and strengthen those connections while amplifying our collective identity - all rooted in the magic of hoops.

Spokane Arts is an independent non-profit arts organization that partners with public and private entities to promote arts and culture in Spokane. Spokane Arts does so through grantmaking, arts advocacy, professional development opportunities for artists, and through our diverse programming across arts disciplines, which includes management of the public murals collection and other public artwork.

All three pieces of artwork would be donated to the Parks department in order to benefit the neighborhood residents who use these Parks. That means that the court resurfacing, line painting, artist selection, mural design and installation, project administration, and all costs reasonably associated with the installation of these three murals is being donated to Spokane Parks. With regard to the murals, we are asking Spokane Parks to accept the donation, give permission for installation, and help Spokane Arts staff coordinate the timing of installation along with Parks staff.

Selection process:

Spokane Arts hosted an open call for artists to submit their qualifications and a concept design, during March and April of 2020. 38 artists submitted applications for these projects. A panel of representatives from Hooptown USA, Spokane Parks, MultiCare, and city of Spokane Arts Commissioners selected eight top designs as finalists. Those eight finalist designs were shared publicly in a community survey designed to gather input from the three neighborhoods where these courts are located, as well as from those who use those parks but aren't residents of that neighborhood. Input from residents who live in the neighborhood was weighted more heavily. The online survey, which was promoted via Spokane Arts' social media, newsletter, and other digital tools, asked respondents to rank the designs, offer comments, and more. In addition to the online survey to solicit neighborhood input, we invited a representative from each neighborhood to participate in the jurying discussion and vote to determine the selected designs. The selection panel

considered the survey input as one part of their deliberations, along with the finalist artists' full applications, experience and past work, in making their selections.

Tiffany Patterson, Joshua Martel, and Nick Goettling were selected as the three individual artists to install outdoor basketball court murals on Spokane Parks basketball courts in Peaceful Valley, Chief Garry Park, and Thornton Murphy Park, respectively. The other finalists for the project were Reinaldo Gil Zambrano, Mila Sketch, the DeFelice Family, and Paulina Cholewinski.

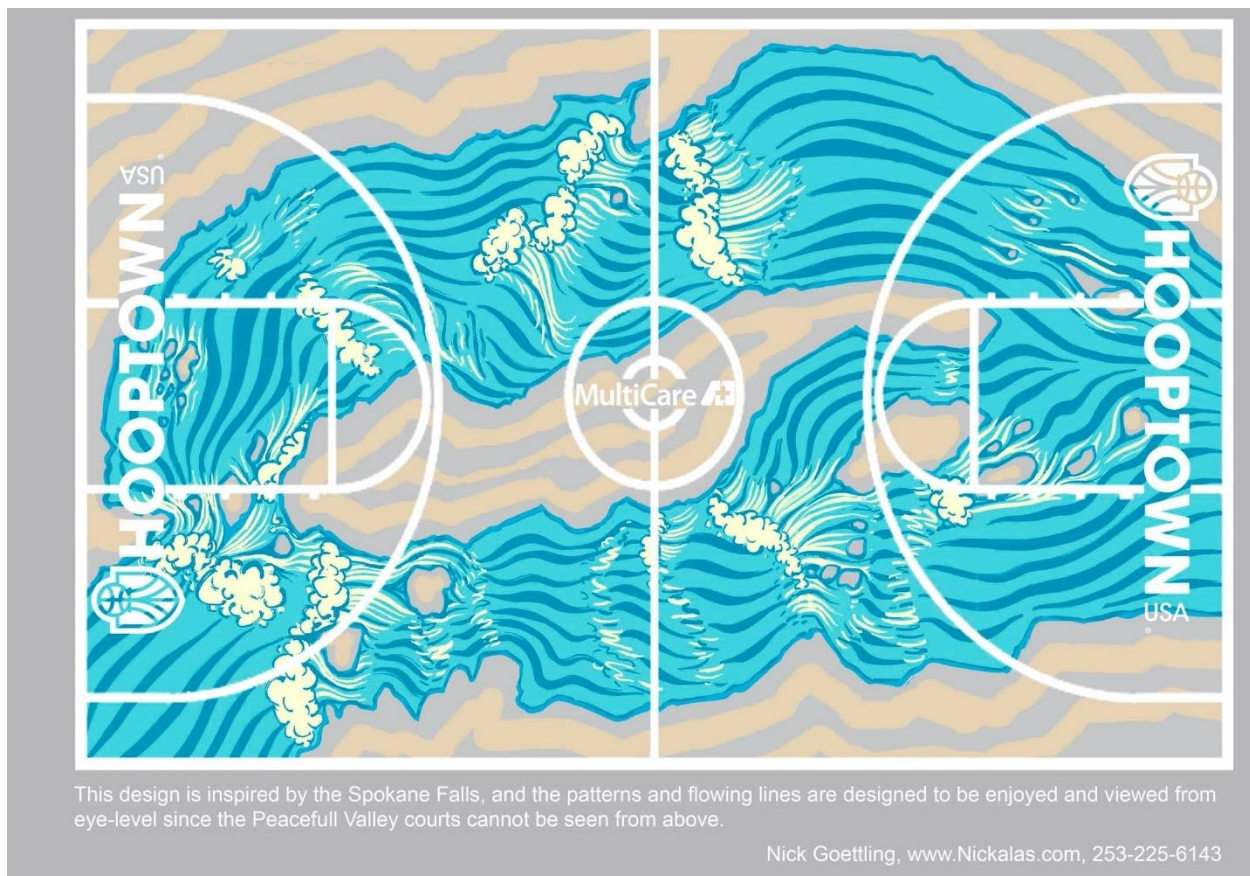
Peaceful Valley's basketball court will be the first outdoor court mural site for the project, and we hope to begin installation at the end of this month, if possible. Tiffany Patterson, a local artist and illustrator who has become well known locally for her recognizable playful and layered style, was selected for the Peaceful Valley site. Patterson was thrilled to be selected for that location, as it is in the same area of the very first mural project she was a part of over a decade ago: a City School project that partnered students and local artists. She's been part of a dozen mural projects since that first one. In her application for this project, Patterson noted she wanted to "use color and repeated shapes to mirror the energy of the game." For neighborhood representative Carol Bryan, the mostly blue and green design reflects the not-so-peaceful section of the river that flows by the neighborhood. "The River down here is very active. I love how her design captures that movement in a playful way." Punctuated by bright orange flaming basketballs, Patterson hopes her design is a fun and inclusive mural that helps to make the court even more inviting to anyone that might want to play, and as a space for imagining new games. "I have fond memories of running down basketball court lines as a child and making up games. I tried to include possibilities for hopping from shapes, and safe zones, perfect for play," shared Patterson in her application.



Chief Garry Park will be the site of the second mural to be installed for the project, with artist Joshua Martel scheduled to begin installation in mid-July this year. After growing up in Coeur d'Alene, Martel spent time in California and travelled the country, gaining experience as a muralist painting over 50 murals in the past seven years. Having recently returned to the area, Martel is excited to be installing his first large-scale mural in Spokane and **looking forward to working with the neighborhood on a community engagement project** that will accompany the mural. Our hope is that if public health rules allow, neighborhood residents in Chief Garry will be invited to participate in painting sections of the mural, led by the artist. This would be a free community event on a date to be announced. Martel had two designs in the top eight, one featuring two basketball players and the other (the selected design for this project) focused on a pair of classic basketball sneakers. Several artists' designs featuring shoes were among the top candidates; Martel's design was the most simplistic, relying on a muted but vibrant color palette and subtle gradients. As Martel noted in his application, "Simplicity when done right is strong."



The mural on the court at Thornton Murphy Park, in the Lincoln Heights neighborhood, will be installed in 2021. Gig Harbor-based artist Nick Goettling, who has installed murals in many places including Seattle, Portland, and Chicago, created a design inspired by the Spokane River falls for this project. As Goettling shared in his application, “This mural is meant to be seen and enjoyed at ground level, where the flowing lines, dynamic movement, and bold colors will reflect the energy and dynamism of the basketball games it frames.” Goettling is also currently working on a sculpture to be installed in the new Franklin Elementary school in Spokane; a project he was selected for by the Washington State Arts Commission. Arts Commission member Derrick Oliver was enthusiastic about the opportunity to include a piece from Goettling in Spokane’s public mural collection, saying “His work is phenomenal.”



PROCESS:

Prior to the mural installations, each court will be resurfaced, and after mural installation, the court lines repainted. The specifications for painting court murals include a special grit added to the paint, to ensure the court is safe for the primary purpose of playing basketball. All of the resurfacing work, painting, supplies and labor are being donated by Hooptown USA and MultiCare, with additional support from Spokane Arts, to benefit the neighborhoods and residents who frequent these Spokane parks. As indicated in the renderings, the logos for Hooptown USA and MultiCare will appear on the court as sponsors. The placement of the logos may be adjusted slightly, but per direction from Spokane Parks, a maximum of 15% of total court surface will include logos.

Outdoor Basketball court process & material recommendations

In researching best practices for these projects, Spokane Arts had multiple conversations with Project Backboard, NYC Parks department, and various mural artists who have installed outdoor court mural projects in other areas, including a consultation with experienced court-muralist Maria Molteni who has installed over half a dozen outdoor court murals over the past six years in Boston and the great New England area, and who has also consulted with Project Backboard.

Basic installation process:

1. Contractor accesses existing court and resurfaces or repairs as necessary
 - Repair cracks and patch fill uneven/sunken areas.
 - Apply acrylic court resurfacer. (If not resurfacing court, primer may be necessary before mural installation.)
2. Artist/artist team install mural
 - Artist outlines design (might use chalk to sketch in, create a grid, or use large stencils)
 - Paint mural using either:
 - Sports-specific color coating (recommend using same brand as acrylic court resurface installed by contractor, such as PlexiPave or similar)
 - Water-based acrylic floor coating with added anti-skid grit (such as Sherman Williams TreadPlex or equivalent, with added Rustoleum anti-skid additive, 1/2#/gallon)
3. Contractor applies court game lines and any other logos or text using line paint and stencils as needed.

Notes:

Project Backboard primarily recommends sports court color coatings, which have a limited color palette and are to be installed using squeegees, roofing brushes or rollers. Consulting muralists recommend acrylic floor coating with added grit, which allows for greater color palette, more detailed handling, and can be installed using brushes or rollers. NYC Parks uses both options. ***We recommend having both options available for future projects, but using acrylic floor coating for this first round of projects. Murals should be expected to wear most quickly (meaning in the first 2-3 years) in areas of heaviest play. Other outdoor courts in areas have held up well with some wear, for 4+ years.***

Additional notes we asked artists to consider when creating designs (adapted from Project Backboard recommendations):

1. Due to perspective and scale one should not need to be able to view the entire work to experience its energy (recommended to avoid detailed figurative works or overly detailed designs).
2. Try to avoid lines that will have the same width as game lines (2")
3. Due to expected accumulation of dirt and debris (bike tire tracks, soda spills etc.) and wear, delicate shading will become obscured.
4. The areas around the hoop and inside the three point line will experience fading first when heavily used and the areas of design near center and sidelines will last longest.
5. Light colors accumulate dirt fast; white can reflect sunlight and accumulate dirt quickly.
6. Large black areas absorb heat and can get hot.

Reference links:

Project Backboard: <https://projectbackboard.org/>

Court muralist Maria Molteni: <http://maria-molteni.squarespace.com/courts-1>

NYC Parks: <https://www.artisticfuel.com/visual-arts/artists-turn-nyc-basketball-courts-into-galleries-for-public-art/>

Selection panel:

Carol Bryan, Peaceful Valley neighborhood

Garret Daggett, Joint Art Committee member & basketball referee/player

Cathy Gunderson, Chief Garry neighborhood

George Hampton, MultiCare

Jennifer Ogden, Park Board

Derrick Oliver, Spokane Arts Commission (murals committee chair)

Matt Santangelo & Kristi Atkinson, Hooptown USA

Carol Tomsic, Lincoln Heights neighborhood

Andrew Whitver, Joint Art Committee

Administrative support provided by Spokane Arts staff Mika Maloney and Melissa Huggins, who facilitated meetings/provided materials/etc. but were not voting members of the jury.

Spokane Park Board

Briefing Paper



Committee	Finance Committee		
Committee meeting date	June 9, 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 checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Selkirk Development Easement/Riverfront Park north bank		
Begin/end dates	Begins: 6/11/2020	Ends: 6/11/2025	<input type="checkbox"/> Open ended
Background/history: Parks Dept and the Developer agree that the development of this easement will enhance the use and enjoyment of the Park Property and Papillon Property. Both wish to enter into this Easement and Agreement creating the easement and allowing for construction and maintenance of improvements that will provide pedestrian access, connection of open corridors and public spaces (including public access to restrooms) for the private property and the public. It is understood: (1) their redevelopment efforts will be mutually benefited by the easements provided herein; (2) the exchange of benefits cannot be reasonably or particularly valued; and (3) the mutuality of the benefits will benefit and burden the parties in equal proportion and no monetary consideration is due from one party to any other.			
Motion wording: Move to approve the Selkirk Development public access easement, as presented, for the north bank of Riverfront Park			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Selkirk Development Name: Sheldon Jackson Email address: sheldon@selkirkdev.com Phone: 509 866-4477			
Distribution: Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke gjones@spokanecity.org Requester: Berry Ellison llegrant@bwarch.com Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: N/A N/A			
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>			

AFTER RECORDING RETURN TO:

Papillon Building, LLC
1516 W. Riverside Ave., Suite 200
Spokane, WA 99201

RECIPROCAL EASEMENT

This Reciprocal Easement (“**Easement**”) is made and executed this ____ day of _____, 2020 (“**Effective Date**”) by and between the City of Spokane, Parks Department (“**Park Board**”), the Spokane Public Facilities District (“**SPFD**”), and Papillon Building, LLC, a Washington limited liability company, which term includes its successors and assigns (“**Papillon**”), hereinafter jointly referred to as “**Parties**”.

Recitals

A. The City of Spokane, through the Spokane Park Board, owns certain real property located in the City of Spokane, Spokane County, Washington, which is a portion of property commonly known as Parcel Nos. 35181.0032 and 35181.4237, as more particularly described on the attached **Exhibit A** (“**Park Property**”). The Park Property is part of a site that is being redeveloped in part as a regional playground in Riverfront Park, and a portion in conjunction with the Spokane Public Facilities District’s Sportsplex.

B. Papillon owns certain real property located in the City of Spokane, Spokane County, Washington, commonly known as Parcel Nos. 35181.4407, 35181.4404, 35181.4405, a portion of which is more particularly described on the attached **Exhibit B** (“**Papillon Property**”), and the subject of this Easement. Papillon is developing its property as a multi-use development, which is expected to include, but not necessarily be limited to, a tower for office, residential, hotel use, and/or restaurant use, public space and access, as well as a parking structure (“**Papillon Development**”). Collectively, the Park Property and the Papillon Property shall be referred to as the “**Burdened Properties**.”

C. A portion of the Park Property is in the possession of Spokane Public Facilities District (SPFD), under that certain Ground Lease dated January 9, 2020 (“**SPFD Lease**”). A Memorandum of Lease dated January 9, 2020 was filed with the Spokane County Auditor as Auditor’s Number _____. The Parties have conferred with the SPFD and the SPFD has affirmed that this Easement will not interfere with, or cause a breach of the Lease, and the SPFD has no objection to the creation of the easement, subject to the terms set forth below.

D. The Parties acknowledge and understand as follows: (1) their redevelopment efforts will be mutually benefited by the easements provided herein; (2) the exchange of benefits cannot be

reasonably or particularly valued; and (3) the mutuality of the benefits will benefit and burden the parties in equal proportion and no monetary consideration is due from one party to any other.

E. The Parties acknowledge and understand that the development of the easements will enhance the use and enjoyment of the Park Property (including adjoining Riverfront Park and the Sportsplex) and the Papillon Development (“**Benefitted Properties**”) and wish to enter into this Easement providing for conveyance of the easements and allowing for construction and maintenance of improvements that will provide pedestrian access, connection of open corridors and public spaces for the Benefitted Properties and the general public as illustrated in **Exhibit C**, the Site Plan.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein and of the benefits derived by the Parties, they covenant and agree as follows:

1. **RECIPROCAL EASEMENTS.** The Park Board and Papillon do hereby grant, convey and deliver to the other and reserve to themselves non-exclusive easements in, through and over the real property described and illustrated in **Exhibits A, B, and C**, hereinafter referred to as the “**Easement Area**,” subject to the terms, covenants and conditions herein. The easements shall apply to all interests now owned or hereafter acquired in the Easement Area.

a. The easement on Papillon Property shall be referred to as the “**Pedestrian Easement**” which shall ensure the public at large has a continuous right of entry and unobstructed access upon and through the Papillon Property and restroom facilities constructed thereon.

b. The easement on Park Property shall be referred to as the “**Open Corridor Easement**.” Papillon shall, at its sole cost and expense, construct, install, inspect, repair, remodel, and maintain the Permitted Improvements in the Open Corridor Easement, which provides adequate area for set-backs and connectivity between the Papillon Property, Pedestrian Easement, Riverfront Park, and Sportsplex. Park Property shall not be used as a staging area for construction of the Papillon Development and any construction fencing shall not be placed any further than fifteen (15) feet inside of the boundaries of the Park Property.

2. **PURPOSE.** The Reciprocal Easements are granted for the purpose of facilitating construction and maintenance of the improvements described herein and illustrated in Exhibit C (“**Permitted Improvements**”) in order to provide pedestrian access, and connection of open corridors and public spaces for the Benefitted Properties and the general public.

3. **TERM.** This Easement and rights granted herein shall run with the Park Property and Papillon Property and shall be perpetual in duration (unless terminated by the Park Board or SPFD as provided below), and shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. The Park Board or SPFD may terminate this Easement if Papillon has not obtained a building permit for the Permitted Improvements within five (5) years from the Effective Date and thereafter complete said improvements with reasonable diligence. The time for

commencement and completion of the Permitted Improvements may be extended through written agreement of the Parties.

4. RESERVATION OF RIGHTS. The Parties acknowledge this Easement is subordinate and subject to the terms and conditions set forth in the Ground Lease with the SPFD entitled to enforce and exercise all rights and obligations set forth in this Easement. The Park Board, on behalf of the SPFD, does hereby reserve for its own benefit and that of the SPFD, the following rights, remedies and exclusive use of the Easement Area, which contains, in part, the Sportsplex Service Yard to include a 12' concrete retaining wall and other improvements (and utilities) as depicted on the Site Plan. See Exhibit C.

a. At all times, the SFPD shall have exclusive use and control of the Sportsplex Service Yard for the benefit of the Sportsplex (set forth on Exhibit C) without interference by Papillon, the Park Board or any member of the general public. Except that Papillon may install and maintain electricity transformers as approved by the SPFD, and may also the access the area temporarily to facilitate construction of the Papillon Development, provided it gives SPFD 48-hours advance notice of its request to access the Service Yard. SPFD in its sole and absolute discretion shall determine the use, maintenance, repair, replacement and all activity that may occur within the Sportsplex Service Yard.

b. The Sportsplex Service Yard is principally included in the Easement Area for the purpose of assisting Papillon's compliance with development setbacks between two buildings, and to allow the installation of wall treatments and facades as contemplated in this Agreement.

c. In the event Papillon, its successors or assigns violates terms of this Easement and/or this Reservation, the SPFD shall provide written notice of such violation to Papillon. Within twenty-four (24) hours of receipt of the notice, Papillon shall comply with the matters set forth in the notice, provided such notice exercises rights and privileges held by the SPFD in this Easement and Agreement. The SPFD reserves all rights and remedies set forth in this Easement to include making application for an injunction, declaratory judgment or other remedies allowed by law to a court with subject matter jurisdiction. Papillon hereby stipulates that the failure to comply with the SPFD notice constitutes an irreparable and immediate injury to the and hereby stipulates to the "grounds for issuance" of an injunction set forth in RCW 7.40.020, as amended.

5. COVENANTS. The Parties mutually agree to the following.

a. Development of Easement Area. Papillon shall, at Papillon's sole cost and expense, design, construct, warrant and otherwise develop the Easement Area as illustrated in Exhibit C. The Permitted Improvements shall be designed and built in compliance with all local, state, and federal laws. Prior to commencing construction or redevelopment of the Permitted Improvements, Papillon shall submit construction plans for the Open Corridor Easement to the Park Board and SPFD for their review and approval. The Park Board and SPFD shall review and approve plans within 90 days from the date such are provided by Papillon. If the Park Board and/or SPFD requires more time to review it shall notify Papillon

within 30 days of receipt of the plans of the need for additional time. In any event, the Park Board's and/or SPFD's approval of the plans shall not be unreasonably delayed or withheld. It is expected that the Permitted Improvements in the Pedestrian Easement and Open Corridor Easement will be constructed simultaneously with the Papillon Development and the parties will cooperate to ensure timely review and approval so not to delay other aspects of construction.

b. Maintenance. Papillon shall, at its sole cost and expense, maintain and repair the Easement Area and Permitted Improvements in good order, sound structural and operating condition, in reasonable conformance with the standard that is appropriate for improvements of similar construction and use in the vicinity of the Papillon and Park Properties, including the Spokane Veteran's Memorial Arena and Sportsplex. Maintenance and repair includes, but is not limited to, cleaning, removing litter, sweeping, snowplowing, repairing surface and structural damage and cracks that result from reasonable wear and tear and making replacements as needed.

c. Emergency. In an emergency, the Park Board and/or SPFD or their agents shall have the right, but not the obligation, to enter the Easement Area for the purpose of installation, maintenance, repair, removal and replacement of the improvements or utilities in the easement area, if those have been neglected by Papillon and present a risk to the public health, safety or welfare. Thereafter, the Park Board and/or SPFD may demand that Papillon pay all reasonable costs and expenses incurred by the Park Board and/or SPFD in performing such maintenance, repair, removal and replacement, plus interest at the maximum rate allowed by law. Papillon shall pay the amount demanded by the Park Board and/or SPFD within thirty (30) days of the Park Board's or SPFD's demand.

d. Development of Joint Access. Each Party, at its cost and expense, may design, construct and otherwise develop points of access between the Easement Area and its adjoining properties in order to facilitate mutual and unobstructed access across and among the properties and their respective uses, as well as to other public rights of way and streets (collectively herein "**Joint Access**"). Joint Access shall be open and available for use by the public in the same manner and during the same hours as Riverfront Park, subject to the terms of this Easement.

e. Conforming Easement to "As Built" Construction. Following construction of the Papillon Development and the Permitted Improvements and any points of Joint Access, Papillon shall provide a survey that depicts the precise location of the Easement Area and improvements constructed therein. The as-built survey will be incorporated into this Easement by reference, and shall control the location of the Easement Area.

f. Conveyance of Improvements. If requested by the Park Board, Papillon shall convey to the Park Board any improvement or fixture that it builds on Park Property. Conveyance shall be made without reasonable delay upon the Park Board's request and without the obligation to pay monetary consideration, consideration having been made and

acknowledged together with this Easement. If after conveyance the Park Board seeks to modify the improvements, it shall consult with and obtain Papillon's approval prior to beginning work on a modification.

g. Use and Occupancy. The easements granted herein together with the Permitted Improvements shall be free and open to the public during regular park hours, and may be used and occupied by persons for reasonable periods consistent with the customary use and occupancy of a public park and/or public sports complex. Provided, in the event Papillon finds that any person is using the Papillon Property in a manner that violates any term of this Easement, causes harm, creates a nuisance, or endangers the public health, safety or welfare, Papillon may require the person(s) to be removed from the Papillon Property.

h. Interference. No Party may grant other interests, rights or easements that allow the use of the easement areas or areas adjacent thereto that unreasonably interfere with the uses permitted through this Easement or the covenants set forth in this Section.

i. Obstructions. The Park Board agrees that the Park Property will remain free of vertical structures, such that Papillon can add aesthetic features (window glazing or other wall treatment) to its planned Papillon Development in compliance with the required building setbacks under the International Fire Code as adopted by the City of Spokane. Papillon shall retain the right to improve the Papillon Property together with its adjoining property and the Papillon Development, and to construct, install, inspect, repair and maintain private improvements and perform any other related functions or duties provided such do not materially interfere with the use and enjoyment of the Papillon Property by the Public.

6. INSURANCE. Papillon shall, at its sole expense, obtain and keep in force throughout the term of this Easement commercial general liability insurance on an occurrence basis with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) General Aggregate, naming the City of Spokane, Park Board, and SPFD including their respective officers, employees, contractors, agents, and other such persons or entities as the Park Board may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to Papillon's use and occupancy of the Easement Area. The Park Board or the SPFD, upon written notice to Papillon, no sooner than five (5) years from the Effective Date, may require modification of the liability limits for the insurance policy to reasonably reflect market conditions in Spokane, Washington.

7. INDEMNIFICATION. Papillon shall indemnify, defend and hold the Park Board and SPFD, and their respective successors, assigns, tenants, and representatives harmless from all claims arising from Papillon's improvement to, use, occupancy, management and maintenance of the Easement Area or from any activity, work or thing done, permitted or suffered by Papillon in or about the Easement Area, except to the extent such claim resulted from the act or omission of the Park Board's employees, agents or contractors, in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of Papillon's employees, agents or contractors.

The Park Board shall indemnify, defend and hold Papillon and SPFD, and their respective successors, assigns, tenants, and representatives harmless from all claims arising from the Park Board's use or occupancy of the Open Corridor Easement, or from any activity, work or thing done, permitted or suffered by the Park Board in or about the Open Corridor Easement, except to the extent such claim resulted from the act or omission of Papillon's employees, agents or contractors, in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the Park Board's employees, agents, or contractors.

8. MEDIATION. If any party has a claim or dispute under this agreement, written notice of the same shall be sent to the other party. The notice shall provide a brief description of the dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within fifteen (15) business days of the notice, the Parties shall engage a mediator to assist in resolving the dispute. The mediator's fees and costs shall be shared equally by the Parties. Thereafter, the Parties may exercise available legal remedies.

9. CORPORATE AUTHORITY. Each Party represents and warrants that he/she/it is duly authorized to execute and deliver this Easement in accordance with a duly adopted resolution of the Party's board, manager, or member(s), as the case may be, in accordance with its governing documents, and that this Easement is binding upon each Party in accordance with its terms.

10. NOTICES. All written notices required to be given pursuant to the terms hereof shall be either delivered personally or deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below:

PARK BOARD:

City of Spokane, Park Board
Attn: Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201

SPFD:

Spokane Public Facilities District
Attn: Chief Executive Officer
720 West Mallon Avenue
Spokane, WA 99201

PAPILLON:

Papillon Building, LLC
Attn: Sheldon Jackson
1516 W. Riverside, Suite 200
Spokane, Washington 99201

The foregoing addresses may be changed by written notice to the other Parties as provided herein. Mailed notice properly given shall be deemed received three (3) days after deposit in the mail.

11. ENTIRE AGREEMENT/ ASSIGNMENT. This Easement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the easement area. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Easement, or waiver of any of its terms, shall be effective unless in writing duly executed by the Parties.

12. DEFAULT AND REMEDIES. The failure by Papillon to observe or perform any of the covenants, conditions or provisions of this Easement to be observed or performed by Papillon, where such failure shall continue for a period of sixty (60) days after written notice thereof by Parks to Papillon, shall constitute a default and breach of the Easement by Papillon; except when Papillon has begun the process to cure, which cannot be feasibly completed within 60 days, and thereafter diligently pursue completion of the cure. Upon the occurrence of a default by Papillon, Parks may perform such acts or work as the Park Board deems necessary to restore the easement area and improvements to the conditions which is required under this Easement, and demand that Papillon pay all reasonable costs and expenses incurred by the Park Board, plus interest at the maximum rate allowed by law, which amounts Papillon shall pay to the Park Board within thirty (30) days of the Park Board's request. This remedy is not exclusive and the Park Board's exercise of any right or remedy due to a default or breach by Papillon shall not be deemed a waiver of, or to alter, affect or prejudice any right or remedy which the Park Board may have under this Easement or by law.

13. ATTORNEYS' FEES. In any action, except for mediation, brought under this Easement, the prevailing party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action as determined by a court with jurisdiction over the subject matter of the dispute. For purposes of this Easement, the term "attorney fees and costs" shall mean the reasonable fees and expenses of legal counsel to the prevailing party and costs awarded by statute or rule.

This Easement is effective the day and year set forth above.

PARK BOARD:

Spokane Public Facilities District:

By: _____
Its: Chair

By: _____
Its: _____

PAPILLON:

By: _____
Its: Manager

Attest:

Approved as to form:

City Clerk

STATE OF WASHINGTON)

) ss.

County of Spokane)

Assistant City Attorney

On this ____ day of _____, 2020, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Spokane, Park Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

STATE OF WASHINGTON)

) ss.

County of Spokane)

On this ____ day of _____, 2020, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the Spokane Public Facilities District, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

STATE OF WASHINGTON)

) ss.

County of _____)

On this _____ day of _____, 2020, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Papillon Building, LLC, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

EXHIBIT A

Legal Description and Illustration of Park Property

EXHIBIT A

OPEN CORRIDOR EASEMENT

A parcel of land located within the Northeast quarter of Section 18, Township 25 North, Range 43 East, Willamette Meridian, being more particularly described as follows;

Beginning at a point on the South line of the Plat of Keystone Addition, as recorded in Book A of Plats, Page 16, Records of Spokane County, Washington. Said point being the Southeast corner of Lot 28, Block 8 of said plat.

Thence following the eastern boundary of said lot 28, North 0°09'34" East, a distance of 100.00 feet, to the Northeast corner of said lot 28;

Thence continuing along an extension of said east line, North 0°09'34" East, a distance of 18.50 feet;

Thence running South 89°42'37" East, parallel with and 19.00 feet South of the centerline of Cataldo Avenue, a distance of 20.00 feet. Said Cataldo avenue being vacated under City of Spokane ordinance number C35820;

Thence running South 0°09'34" West, a distance of 65.29 feet;

Thence South 75°50'00" East, a distance of 12.52 feet;

Thence South 14°10'00" West, a distance of 51.68 feet, to a point on the South line of said plat of Keystone Addition;

Thence continuing South 14°10'00" West, a distance of 18.09 feet;

Thence South 36°18'35" West, a distance of 53.96 feet;

Thence South 14°24'32" West, a distance of 22.95 feet;

Thence South 71°51'35" West, a distance of 23.73 feet;

Thence North 14°24'32" East, a distance of 63.87 feet;

Thence North 75°35'23" West, a distance of 36.24 feet;

Thence North 89°50'26" West, a distance of 27.16 feet, to a point on the Eastern right of way of Howard Street;

Thence following said right of way, North 17°20'35" West, a distance of 20.97 feet, to a point on the South boundary of said plat of Keystone Addition;

Thence leaving said right of way, South 89°50'26" East, along said South plat boundary, a distance of 50.00 feet, to the Point of Beginning, and the terminus of this description;

Said parcel contains 6,869.07 square feet, or 0.16 acres, more or less.

[illegible]

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99206
 PH: 509-893-2617 FAX: 509-926-0227

EXHIBIT B

Legal Description and Illustration of Papillon Property

EXHIBIT B

PEDESTRIAN EASEMENT

A tract of land located in the Northeast quarter of section 18, Township 25 North, Range 43 East, Willamette Meridian, being a portion of Block 8 of the Plat of Keystone Addition to Spokane Falls, as recorded in Book A of Plats, Page 16, Records of Spokane County, being more particularly described as follows;

Commencing at the Northwest corner of lot 30 of said block 8;

Thence South 89°50'26" East, a distance of 100.00 feet, to the Northeast corner of said lot 30;

Thence North 0°09'34" East, along an extension of the line common to lots 29 and 30 of said block 8, a distance of 18.50 feet, to a point on the south line of the West Sportplex Access and Utility Easement, as reserved under ordinance C35820, vacating portions of Cataldo Avenue;

Thence South 89°50'26" East along said easement, a distance of 18.75 feet, to the **True Point of Beginning** of the following described tract;

Thence continuing South 89°50'26" East along said South line of easement, a distance of 10.00 feet;

Thence leaving said easement, South 0°09'34" West, a distance of 18.50 feet, to a point on the South right of way line of said vacated Cataldo Avenue;

Thence continuing South 0°09'34" West, a distance of 51.92 feet;

Thence South 89°50'26" East, a distance of 9.75 feet;

Thence South 0°09'34" East, a distance of 48.08 feet, to a point on the South line of said block 8;

Thence North 89°56'26" West along said South line of block 8, a distance of 10.00 feet;

Thence leaving said South line of block 8, North 0°09'34" East, a distance of 42.26 feet;

Thence North 89°50'26" West, a distance of 3.50 feet, to a point on the line common to lots 28 and 29, of said block 8;

Thence continuing North 89°50'26" West, a distance of 6.25 feet;

Thence North 0°09'34" East, a distance of 23.36 feet;

Thence North 89°50'26" West, a distance of 8.08 feet;

Thence North 0°09'34" East, a distance of 9.30 feet;

Thence North 89°50'26" West, a distance of 6.95 feet;

Thence North 0°09'34" East, a distance of 9.28 feet;

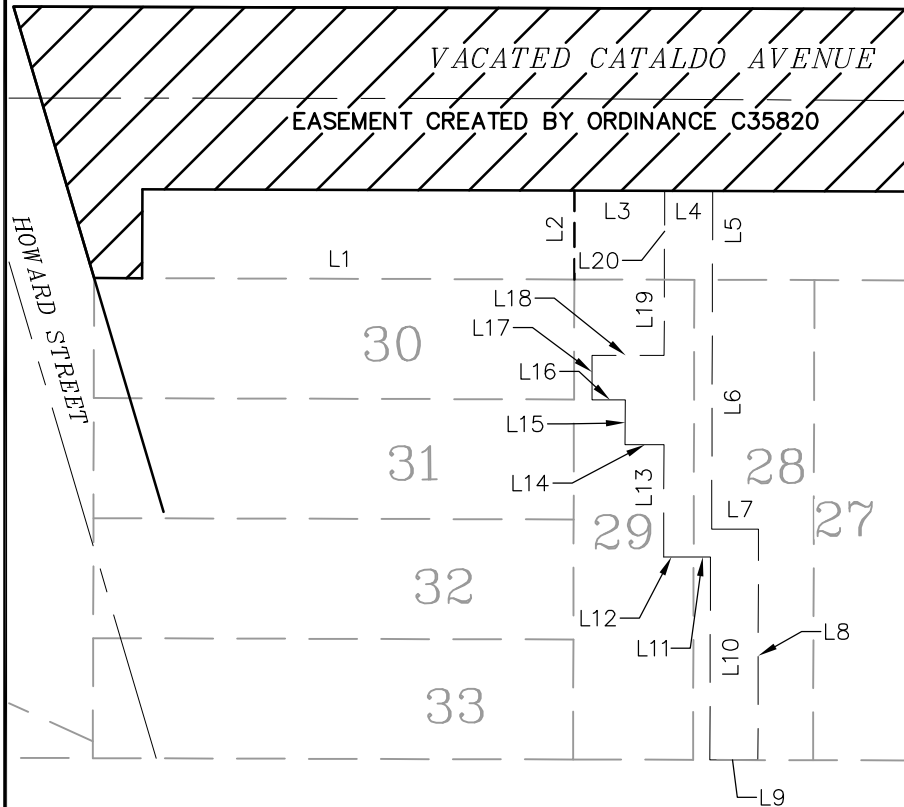
Thence South 89°50'26" East, a distance of 15.03 feet;

Thence North 0°09'34" East, a distance of 15.80 feet, to a point on the South right of way of said vacated Cataldo Avenue;

Thence continuing North 0°09'34" East, a distance of 18.50 feet, to the True Point of Beginning and the terminus of this description:

Said parcel contains 1,456.3 square feet, or 0.03 acres, more or less.

EXHIBIT B EASEMENT



Parcel Line Table		
Line #	Length	Direction
L1	100.00	S89° 50' 26"E
L2	18.50	N00° 09' 34"E
L3	18.75	S89° 50' 26"E
L4	10.00	S89° 50' 26"E
L5	18.50	S00° 09' 34"W
L6	51.92	S00° 09' 34"W
L7	9.75	S89° 50' 26"E
L8	48.08	S00° 09' 34"W
L9	10.00	N89° 50' 26"W
L10	42.26	N00° 09' 34"E

Parcel Line Table		
Line #	Length	Direction
L11	3.50	N89° 50' 26"W
L12	6.25	N89° 50' 26"W
L13	23.36	N00° 09' 34"E
L14	8.08	N89° 50' 26"W
L15	9.30	N00° 09' 34"E
L16	6.95	N89° 50' 26"W
L17	9.28	N00° 09' 34"E
L18	15.03	S89° 50' 26"E
L19	15.80	N00° 09' 34"E
L20	18.50	N00° 09' 34"E

PROJ #: 19-2387
 DATE: 06/08/20
 DRAWN: DAC
 APPROVED: DAC
 SCALE: 1"=40'

**EXHIBIT B
EASEMENT
BEING A PORTION OF
THE NORTHEAST QUARTER OF SECTION 18
TOWNSHIP 25 NORTH, RANGE 45 EAST, W.M.**


 WHIPPLE CONSULTING ENGINEERS
 21 SOUTH PINES
 SPOKANE VALLEY, WASHINGTON 99206
 PH: 509-893-2617 FAX: 509-926-0227

EXHIBIT C

Illustration of Papillon Development and Permitted Improvements



- 1. COLORED CONCRETE PAVING
- 2. RAISED CONCRETE BENCH
- 3. EXTERIOR STAIRS
- 4. PATIO ABOVE (LEVEL 2)
- 5. PROPOSED LANDSCAPE AREA
- 6. PROPOSED BASALT ROCK OR CONCRETE RETAINING WALL
- 7. CONCRETE STAIR W/ DECORATIVE RAILING SYSTEM
- 8. TERRACED SEATING AREA (BASALT ROCK)
- 9. PROPOSED SITE LIGHTING (FIXTURES SIMILAR TO PROMENADE FIXTURES)
- 10. PROPOSED INFORMATION KIOSK
- 11. PROPOSED STREET TREES
- 12. PROPOSED SEPARATED BIKE LANE
- 13. PROPOSED SPEED RAMP
- 14. PROPOSED SCREEN WALL
- 15. PROPOSED PLANTERS/LIGHT BOLLARDS
- 16. ACCESSIBLE PARKING STALL AND SIGNAGE
- 17. OUTDOOR SEATING AREA
- 18. PROPOSED GROTTO W/ CANETARY LIGHTING, GREEN WALL AND BUILT IN SEATING
- 19. CONCRETE SIDEWALK
- 20. PROPOSED CONNECTION TO RAMP
- 21. PROPOSED CONNECTION TO RAMP (@ LEVEL 2)
- 22. SPORTSPLEX SERVICE YARD
- 23. CONCRETE RETAINING WALL (SPORTSPLEX SCOPE OF WORK)
- 24. EXISTING PROMENADE
- 25. EXITSING BUTTERFLY SCUPLTURE
- 26. CONCRETE RAMP/WALK (SPORTSPLEX SCOPE OF WORK). SHOWN FOR REFERENCE ONLY.
- 27. PUBLIC RESTROOMS
- 28. DEDICATED PUBLIC ACCESS
- 29. PAPILLON AND (E) PARK BUILDING PROPOSED TRANSFORMER LOCATIONS

Area indicated as Pedestrian Easement per Exhibit

Scope of work - Sportsplex Facility

1 | OVERALL SITE PLAN
SCALE: 1" = 20'-0"



Selkirk Development - South Papillon

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	June 8, 2020		
Requester	Jonathan Moog	Phone number: 625-6243	
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 checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2016-0370		
Item title: (Use exact language noted on the agenda)	Utilities/Parks interdepartmental agreement amendment/Riverfront Park parking lots (Revenue: \$96,865, no tax)		
Begin/end dates	Begins: June 15, 2020	Ends: 2022	<input checked="" type="checkbox"/> Open ended
Background/history: City Utilities Division desires continued use of Parks & Recreation Division parking lots at Riverfront Park during construction of the Post Street Bridge. This amendment adds the use of Parking Lot 6 in addition to the continued use of the Bosch Lot. The amendment also updates the financial compensation to Parks & Recreation for loss of revenue and use by the public. The original agreement was executed in 2016 to provide Utilities Division access to construction the Combined Sewer Overflow on the Bosch lot site. Later the same site was used as lay-down construction yard supporting the construction of the CSO tank/plaza adjacent to the downtown library. Should Park Board approval be given, this amendment will need to be approved by City Council before it may be fully executed.			
Motion wording: Approve Utilities/Parks interdepartmental agreement amendment for use of Riverfront Park parking lots			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Utilities Division, Mayor, City Council Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$96,865 Budget code: 1400-54370-76901-36231			
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
**AMENDMENT TO
INTERDEPARTMENTAL AGREEMENT**
Title: BOSCH LOT PROPERTY

THIS INTERDEPARTMENTAL AGREEMENT AMENDMENT is between the City of Spokane, Utilities Division, on behalf of the Water-Wastewater Management Department, whose address is Second Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereafter referred to as "Water-Wastewater Department" and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks Department," hereinafter jointly referred to as the "Parties".

WHEREAS, on November 30, 2011, and May 4, 2015, the Parties entered into Interdepartmental Agreements for CSO Control Facilities and Stormwater Surface and Infiltration Facilities to be sited on Parks Property; and

WHEREAS, the Parties recorded permanent easements for CSO and stormwater projects installed on Parks-owned properties, including the Bosch Lot Property, which is located at the northwest corner of Summit Boulevard and Lincoln Street; and

WHEREAS, the Parties would like to use Riverfront Park Lot 6 as a staging area for the Post Street Bridge 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 Agreements, dated November 30, 2011, and May 4, 2015, and the first Amendment attested by the City Clerk on May 2, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 15, 2020.

3. AMENDMENT.

The Original Agreement and First Amendment are revised to include the following:

2. PURPOSE: The purpose of this Agreement is to establish the terms and conditions for use of the Bosch Lot Property and to define the calculation of the lost revenues to Parks for parking services during the construction of the three (3) projects affecting the Property.

3. CONSIDERATION: The parties agree as follows:

a. Utilities will pay to Parks for the number of parking stalls used during the duration of each project. The expected number of stalls for the Bosch Lot is 42 charged at a rate of \$924 per stall annually and upper portion of Parking Lot #6 is 29 charged at a rate of \$2003 per stall annually. Total annual compensation is \$96,865

b. Quarterly payments of twenty four thousand two hundred twenty three dollars (\$24,223) will be paid no later than the last month of each quarter for the term of this Agreement.

4. DURATION: This Agreement shall be effective April 1, 2016 and shall remain in effect until the earlier of completion of the three (3) construction projects or 2022.

Detail any repairs to the lot(s) required to restore them to their pre-construction condition (not a full rebuild, but the repair of irrigation or other damage as required).

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.

**CITY OF SPOKANE PARKS
AND RECREATION DEPARTMENT**

By _____
Signature Date

Type or Print Name

Title

Approved:

Attorney for Park Board

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved:

Director of Utilities Division

Approved as to form:

Assistant City Attorney

From: peter grossman <petergrossman644@hotmail.com>
Sent: Friday, May 29, 2020 5:37 PM
To: Riverfront Park Guest Services <rfpinfo@spokanecity.org>
Subject: Art in Riverfront Park

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Board Members,

I was greatly relieved to read in today's Spokesman Review that Board finally had the sense to pause the decision process regarding selection of a new work of art for the Park and get public input. First of all, the Board has put "the cart before the horse". If they were seriously interested in what we, the public, has to say they would have engaged in eliciting such input before they reached this point of choice among the four finalist.

But here we are. We wish to submit that both my wife, Janet Grossman, and I think you have gotten it all wrong. While the Park certainly is meant to serve children, it is not simply a playground for them only. And it certainly is not a variety of "Disney land". Your choice of the so called "The Beaver" seems totally inappropriate and reflects negatively on your competence for the job.

It is not a "work of art", it is a grotesque cartoon character, reminiscent of juvenile Japanese "comic" anime figures. As such, it has no resonance with the locale or history, only fit for perhaps something to climb on by young children . To try to "gild the lily" by a specious association with our local Native traditions is just simply insulting.

Art, if you don't know, is meant to enhance, enchant, elevate and inspire. You missed the boat.

Finally, given the very meager information provided by your website and the newspaper article, it would appear, at first glance, that either "The Seeking Place" or "Swimming Pavilion" might be viable entrants as serious contenders as beautiful, meaningful and relevant original creations.

(We are old and have had long involvement with the world of arts, my wife having been Curator at the Getty Museum of Art in Malibu.)

Sincerely,

Peter H. Grossman, Ph.D.

Janet B. Grossman, Ph.D.

Sent from [Mail](#) for Windows 10

From: [Joshtramsey](#)
To: [Spokane Parks and Recreation](#)
Subject: Park Art Installation Feedback
Date: Friday, May 29, 2020 8:14:22 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I heard on the news the Park Board was accepting feedback about the art installation "The Beaver" or "Saka'am". I think it looks very unpleasant and kind of creepy. At first I thought it was a gold ET head with whiskers. Any of the other three choices look much better than this choice. My picks would have been either the Whispering Discs or Seeking Place.

JT Ramsey

[Loyola Marymount University '18](#)

Email: jtramsey1@outlook.com

Phone: 509-954-3440

LinkedIn: [JT Ramsey](#)

From: [Larry M](#)
To: [Spokane Parks and Recreation](#)
Subject: Beaver Fever
Date: Friday, May 29, 2020 4:20:39 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

The beaver has got to be one of the saddest examples of “folk art” that I have ever run across and, for me would be a major embarrassment for in and out of town friends to see. Couldn’t you find a local artist for an installation and keep our tax money at home? Goofy looking is being kind. I am sure that besides me the tribes are insulted with this being called a beaver. You have to find something better to spend 85 Grand on, and I feel that there may be a bit of chain jerking of us so called country bumpkins here on the “East Side”.

Sincerely
Larry Milsow

From: [Tim Busse](#)
To: [Spokane Parks and Recreation](#)
Date: Saturday, May 23, 2020 7:52:13 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please reconsider the beaver art piece. I believe there are better more appropriate options for downtown. This is not representative of Spokane. We can do better.

From: [Clarke, Pamela](#) on behalf of [Spokane Parks and Recreation](#)
To: [Clarke, Pamela](#)
Subject: FW: Thank you
Date: Sunday, May 17, 2020 10:17:12 AM

From: carol bryan [cbryan16@comcast.net]
Sent: Saturday, May 16, 2020 10:23 AM
To: Spokane Parks and Recreation
Subject: Thank you

[CAUTION - EXTERNAL EMAIL - Verify Sender]

As a resident of Peaceful Valley I want to thank you for the cheerful daffodils planted at the base of the Lincoln statue at Monroe and Main. That planting, the first there in 17 years has brought me so much joy this spring. As this pandemic has been unfolding, it has been a ray of beauty, hope, and normalcy.

Also I am grateful that I heard the city has purchased property at the west end of Main and Water streets to add to the concept of the Great Gorge Park. I look forward to the eventual waling path along the river between Huntington Park, under the Monroe Street Bridge to Sandifur Bridge and south on Latah Creek.

I appreciate the volunteer and paid workers.

Carol Bryan
Peaceful Valley resident