



Spokane Park Board

3:30 p.m. July 8, 2021

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
- X Sally Lodato
- X Gerry Sperling
- X Barb Richey
- X Hannah Kitz
- Kevin Brownlee (Absent/excused)
- X Michael Cathcart – City Council liaison

Parks Staff:

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

Guests:

- Terri Fortner
- Guy Michaelsen
- Melissa Huggins
- Otto Klein
- Monica Tonasket
- Kelly Brown
- Sheldon Jackson
- James Richman
- Lauren Schubring
- Shae Blackwell

MINUTES

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

1. **Roll Call:** See above
2. **Additions or deletions to the agenda**
 - A. None
3. **Public comment**
 - A. None
4. **Consent agenda**
 - A. Administrative and Committee-level items
 - 1) [June 10, 2021, regular Park Board meeting minutes](#)
 - 2) [Claims – June 2021 \(\\$3,890,262.59\)](#)
 - 3) [Continuation of Parks fleet replacement pilot program \(not to exceed \\$145,000\)](#)

Motion #1– Jennifer Ogden moved to approve consent agenda items #1- 3, as presented.

Gerry Sperling seconded.

The motion passed with unanimous consent (10-0 vote).

5. **Special guests**
 - A. None
6. **Financial report and budget update** – Mark Buening provided the [June financial report](#) and budget update. The June operating expenditures for the Park Fund are about \$263,000 less than the historic budget average. Year-to-date revenues are approximately \$564,000 above the budget average. Revenues are exceeding expenditures approximately \$2.56 million. The June operating expenditures for the Golf Fund is almost \$131,000 than the budget average.

Year-to-date revenues are exceeding the budget average more than \$824,000. Revenues are exceeding expenditures more than \$1.36 million year-to-date. There is a remaining budget of almost \$151,000 of the \$68.4 million Riverfront Park redevelopment budget.

7. **Special discussion/action items**

A. None

8. **Committee reports**

Urban Forestry Tree Committee: (The June 29 meeting was canceled.) Rick Chase

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. Aug. 3, 2021, via WebEx.

Golf Committee: July 6, 2021, Gerry Sperling

A. [Garland/DBS Inc. roof replacement contract/Indian Canyon \(not to exceed \\$268,528, plus tax\)](#) – Mark Poirier presented an overview of the proposed roof replacement contract with Garland/DBS Inc for work at Indian Canyon Golf Course not to exceed \$268,528, plus tax. The existing roofing has a maximum lifespan of 15-25 years. It was installed about 30 years ago and will be uninsurable soon. The contract proposed includes installation of new OSB sheeting, new underlay and new shingles. The projected completion time is Oct. 31, 2021.

Motion #2– Gerry Sperling moved to approve the roof replacement contract at Indian Canyon with Garland/DBS Inc. not to exceed \$268,528, plus tax.

Barb Richey seconded.

The motion passed with unanimous consent (10-0 vote).

B. The next scheduled meeting is 8 a.m. Aug. 10, 2021, via WebEx.

Land Committee: June 30, 2021, Greta Gilman

A. [Franklin Park basketball court mural donation/Spokane Tribe and Spokane Indians Baseball Club](#) – Melissa Huggins presented an overview of the proposed Franklin Park basketball court mural donation from the Spokane Tribe and Spokane Indians Baseball Club. The mural design includes the Salish word for Spokane, as well as other culturally significant imagery including the Spokane River and redband trout. The rendering was approved by the Spokane Indians, Spokane Tribe and the Spokane Arts Commission. If approved, the cost of the mural will be covered by the Spokane Tribe and Spokane Indians with support from Spokane Arts and Hooptown USA. Otto Klein of the Spokane Indians Baseball Club and Monica Tonasket of the Spokane Tribe shared their enthusiasm and support for this collaborative effort.

Motion #3 – Greta Gilman moved to approve the Franklin Park basketball court mural donation from the Spokane Tribe and Spokane Indians Baseball Club.

Sally Lodato seconded.

The motion passed with unanimous consent (10-0 vote).

B. The next scheduled meeting is 3:30 p.m. Aug. 4, 2021, via WebEx.

Recreation Committee: (The June 30 meeting was canceled.) Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. Aug. 4, 2021, via WebEx.

Riverfront Park Committee: July 1, 2021, Nick Sumner

A. [Papillon South Landscape Improvements/Selkirk Development](#) – Guy Michaelson presented an overview of the proposed landscape improvements by Selkirk Development relating to the Papillon South project. Per agreement with Selkirk Development, the Park Board is required to review and offer comment/approval for improvements proposed on park property located at the intersection of Howard and Mallon, Riverfront Park's North Howard Street Gateway. Selkirk is responsible for the cost of these improvements which include outdoor patio space with basalt walls, landscaping, lighting, a wide rail with a view facing the Park Promenade, and added soil for topography creating rolling mounds.

Motion #4 – Nick Sumner moved to approve the landscape improvements by Selkirk Development as presented.

Bob Anderson seconded.

The motion passed with unanimous consent (10-0 vote).

B. [Riverfront Park North Bank Dog Park Letter of Intent with The Falls, LLC](#) – Nick Hamad provided an overview of the proposed letter of intent with The Falls setting the groundwork for a dog park on the north bank of Riverfront Park. The Falls is requesting to develop a dog park immediately adjacent the proposed The Falls project as an amenity for the community. It would be located on the north end of the north pedestrian bridge. The early concept includes improved access, lighting, a public access dog park with fencing, and restoring the existing Boy Scout Shelter. The Falls proposes to design and construct the project at no cost to the city and will be responsible for regular maintenance of the facility for 20 years. While the letter of intent does not create a binding legal obligation, it defines the understanding which will be utilized in creating the final agreement with The Falls.

Motion #5 – Nick Sumner moved to approve the letter of intent with The Falls relating to the creation of a dog park on the north bank of Riverfront Park.

Gerry Sperling seconded.

The motion passed with unanimous consent (10-0 vote).

C. [Hooptown USA courts memorandum of understanding with Hoopfest](#) – Jonathan Moog provided an overview of the proposed memorandum of understanding with Hooptown USA which will provide Spokane Hoopfest Association exclusive use of Hooptown USA courts for Hoopfest and league play. The document also provides use of the adjacent parking lot for a Hoopfest event and one three-day activation annually. Hoopfest will provide six free public activations and contribute \$3,000 annually to the Hooptown court maintenance fund.

Motion #6 – Nick Sumner moved to approve the memorandum of understanding with Hooptown USA as presented.

Barb Richey seconded.

The motion passed with unanimous consent (10-0 vote).

D. The next scheduled meeting is 4 p.m. Aug. 9, 2021, via WebEx.

Finance Committee: July 6, 2021, Bob Anderson

A. Action item: Presented as a consent agenda item.

B. The next regularly scheduled meeting is 3 p.m. Aug. 10, 2021, via WebEx.

Development and Volunteer Committee: Bob Anderson

A. Action items: None

B. The next meeting is 3 p.m. Aug. 2, 2021, via WebEx.

9. **Reports**

A. **Park Board President:** Jennifer Ogden thanked past and current Park Board members, and staff for making the redevelopment of Riverfront Park a reality. She also thanked staff for their efforts in providing cooling centers during the recent heat crisis. Ms. Ogden thanked staff for being quick on their feet in making last-minute adjustments while hosting Gov. Inslee's press conference at the Pavilion where he announced the reopening of the state.

B. **Liaisons**

- 1) Conservation Futures – Greta Gilman reported the 2021 nomination rounds for future acquisitions are open through July 31.
- 2) Parks Foundation – Terri Fortner provided an overview of the foundation's fundraising efforts.
- 3) City Council – Michael Cathcart encouraged the board to prioritize requests relating to American Recovery Plan funds and to submit those requests as soon as possible. The first disbursement of funds is expected to be spent around Sept. 1. Council member Cathcart submitted preliminary funding requests for planning and developing at Minnehaha, planning and design for other parks in northeast Spokane, as well as dollars for neighborhood and park lighting. He also suggested, as we approach the 50th anniversary of Expo '74, the board consider recognizing the person who helped saved the Clock Tower from being torn down.

C. **Director:** Garrett Jones reported on the following:

- 1) Irrigation – Keeping street trees watered has been a high priority particularly during the record heat experienced in Spokane for the past two weeks.
- 2) Cooling centers – He thanked the mayor's office, staff and the community for pulling together to providing cooling centers during the extreme heat. During the 10-day span, Parks served 730 people.
- 3) Water conservation – Parks is working with the Water Department on target watering, and every-other-day watering in efforts to limit the volume of water used while still keeping parks green.
- 4) Master Plan – The public phase of the master plan process is scheduled to begin next week with surveys on the street, informational pamphlets included in the utility bill mailings and a variety of pop-up events scheduled throughout the community.
- 5) Hybrid meetings – Staff will be working on transitioning over to hybrid public meetings where attendees may join meetings both virtually and in person. More information will be released soon on this transition process.

10. **Executive Session**

A. None

11. **Correspondence:**

A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 5:03 p.m.

13. **Meeting Dates**

A. Committee meeting dates:

Development and Volunteer Committee: 3 p.m. Aug. 2, via WebEx

- Urban Forestry Committee: 4:15 p.m. Aug. 3, 2021, via WebEx
- Land Committee: 3:30 p.m. Aug. 4, 2021, via WebEx
- Recreation Committee: 5:15 p.m. Aug. 4, 2021, via WebEx
- Riverfront Park Committee: 4 p.m. Aug. 9, 2021, via WebEx
- Golf Committee: 8 a.m. Aug. 10, 2021, via WebEx
- Finance Committee: 3 p.m. Aug. 10, 2021, via WebEx
- B. Park Board: 3:30 p.m. Aug. 12, 2021
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: Garrett Jones
Garrett Jones, Director of Parks and Recreation

Spokane Park Board

Briefing Paper



Committee	July 8, 2021, Park Board meeting		
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)	June 10, 2021, regular Park Board meeting minutes		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history:	Park Board minutes for the June 10, 2021, regular Park Board meeting		
Motion wording:	Move to approve the Park Board minutes as presented as a consent agenda item.		
Approvals/signatures outside Parks:	<input type="radio"/> Yes <input type="radio"/> No		
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
Distribution:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:	Budget code:		
n/a			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



Spokane Park Board
3:30 p.m. Thursday, June 10, 2021
WebEx virtual meeting

Park Board Members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner (Arrived: 3:32 p.m.)
- X Rick Chase
- X Greta Gilman
- X Sally Lodato
- Gerry Sperling (Absent/excused)
- X Barb Richey
- X Hannah Kitz
- X Kevin Brownlee
- X Michael Cathcart – City Council liaison

Parks Staff:

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

Guests:

- Terri Fortner

MINUTES

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

1. **Roll Call:** See above
2. **Additions or deletions to the agenda**
 - A. None
3. **Public comment**
 - A. None
4. **Consent agenda:**
 - A. Administrative and Committee-level items
 - 1) May 13, 2021, regular Park Board meeting minutes
 - 2) May 20, 2021, City Council/Park Board joint study session notes
 - 3) Claims – May 2021 (\$1,814,553.41)
 - 4) Golf professional Mark Gardner contract amendment
 - 5) LaRiviere Inc. segmental irrigation system replacement contract/Comstock Park (\$153,387.83, tax inclusive)

Motion #1– Jennifer Ogden moved to approve consent agenda items #1- #5, as presented.

Bob Anderson seconded.

The motion passed with unanimous consent (9-0 vote).

Nick Sumner arrived at 3:32 p.m.

5. **Special guests**
 - A. None

6. **Financial report and budget update** – Mark Buening provided the May financial report and budget update. The May operating expenditures for the Park Fund are exceeding the historic budget average by about \$583,000. Year-to-date revenues are below the budget average about \$57,000. Revenues are exceeding expenditures approximately \$2.25 million. The May operating expenditures for the Golf Fund is almost \$140,000 more than the budget average. Year-to-date revenues are exceeding the budget average almost \$708,000. Revenues are exceeding expenditures approximately \$971,000 year-to-date. There is a remaining budget of about \$212,000 of the \$68.4 million Riverfront Park redevelopment budget.

7. **Special discussion/action items**

A. None

8. **Committee reports:**

Urban Forestry Tree Committee: The June 1 meeting was canceled. Rick Chase

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. June 29, 2021, via WebEx.

Golf Committee: June 8, 2021, Gerry Sperling

A. Action item was presented as a consent agenda item.

B. The next scheduled meeting is 8 a.m. July 6, 2021, via WebEx.

Land Committee: The June 2 meeting was canceled. Greta Gilman

A. Action items: None

B. The next scheduled meeting is 3:30 p.m. June 30, 2021, via WebEx.

Recreation Committee: The June 2 meeting was canceled. Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. June 30, 2021, via WebEx.

Riverfront Park Committee: The June 7 meeting was canceled. Nick Sumner

A. Action items were presented at the Finance Committee.

B. Riverfront Park parking update – Jonathan Moog presented an update on the parking at Riverfront Park.

C. The next scheduled meeting is 4 p.m. July 1, 2021, via WebEx.

Finance Committee: June 8, 2021, Bob Anderson

A. LaRiviere Inc. change order #12/North bank playground (\$14,808.28, tax inclusive) – Berry Ellison presented a proposed change order #12 with LaRiviere for work on the north bank playground in the amount of \$14,808.28, tax inclusive, from project contingency and Hooptown USA. Value added improvements include: 1) furnish Sound System "iPad" remote control (Hooptown-funded, non-bond); 2) add fence at rock bluff (bond funded); 3) add auto-exit device at M&O gate (bond funded); 4) replace valve box covers (bond funded); 5) time and material items, i.e., miscellaneous painting and stub electrical conduit (bond funded); 6) add skate stops to various concrete benches (bond funded); and 7) add 30-day contract extension to July 31, 2021.

Motion #2 – Bob Anderson moved to approve change order #12 with LaRiviere Inc. for work on the north bank playground in the amount of \$14,808.28, tax inclusive.

Nick Sumner seconded.

The motion passed with unanimous consent (10-0 vote).

B. The next regularly scheduled meeting is 3 p.m. July 6, 2021, via WebEx.

Development and Volunteer – Bob Anderson

A. Action items: None

B. The next meeting is tentatively scheduled for late June/early July.

9. **Reports:**

A. **Park Board President – Jennifer Ogden**

1) Parks and Natural Lands Master Plan – Ms. Ogden encouraged the public to participate in the master plan development process. Community members have the opportunity to reach out to Parks with opinions and suggestions. Citizens may also join or create friends groups who provide direct input to the board.

2) Job opportunities – She reported there are a number of vacancies for lifeguards, swim instructors, custodians, grounds caretakers and maintenance workers. She encouraged interested persons to apply online.

B. **Liaisons**

1) Conservation Futures – Greta Gilman reported the 2021 nomination rounds for future acquisitions are open through July 31.

2) Parks Foundation – Barb Richey reported the foundation board meeting is scheduled for 4:30 p.m. June 23. Terri Fortner reported The General Store recently raised almost \$6,000 for youth swimsuits for the Make A Splash and Kids Life programs. Michael Brown, owner of Fresh Soul and founder of Spokane Eastside Reunion Association, sponsors an annual basketball camp for local youth.

3) City Council – Michael Cathcart. No report was given.

C. **Director: Garrett Jones**

1) Activities and programming increases – Mr. Jones reported there are 13 concerts scheduled at the Pavilion, and the demand is high for the use of park facilities for family gatherings and groups events.

2) Aquatic centers and splash pads – Of the 17 splash pads, some opened last weekend and others will be phased in over the coming weeks. All six aquatics will be open soon and open swim begins July 5.

3) Restrooms – Crews are working on repairs and maintenance in order to reopen parks restrooms which were not opened in 2020 due to the pandemic. Facilities are being phased in based on the type of activities and type of demand the parks may have.

4) Budget – Planning and development for next year's budget will begin soon.

5) Park Board retreat – A retreat will be scheduled in the next couple of months.

10. **Executive Session**

A. None

11. **Correspondence**

A. Letters/email: Proposed water tower on the South Hill email

12. **Adjournment:** The meeting was adjourned at 4:30 p.m.

13. **Meeting Dates:**

A. Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. June 29, 2021, via WebEx

Land Committee: 3:30 p.m. June 30, 2021, via WebEx

Recreation Committee: 5:15 p.m. June 30, 2021, via WebEx

Riverfront Park Committee: 4 p.m. July 1, 2021, via WebEx

Golf Committee: 8 a.m. July 6, 2021, via WebEx

Finance Committee: 3 p.m. July 6, 2021, via WebEx

B. Park Board: 3:30 p.m. July 8, 2021, via WebEx

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

Minutes approved by: Garrett Jones
Garrett Jones, Director of Parks and Recreation

Spokane Park Board

Briefing Paper



Committee	July 8, 2021, Park Board meeting		
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 – June 2021 (\$3,890,262.59)		
Begin/end dates	Begins: 06/01/2021	Ends: 06/30/2021	<input type="checkbox"/> Open ended
Background/history:	Claims for the month of June 2021 in the amount of \$3,890,262.59.		
Motion wording:	Move to approve claims for the month of June 2021 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:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

**CITY OF SPOKANE PARK AND RECREATION DIVISION
JUNE 2021 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JULY 8, 2021**

PARKS & RECREATION:

SALARIES & WAGES	\$	829,700.34
MAINTENANCE & OPERATIONS	\$	663,339.81
CAPITAL OUTLAY	\$	16,291.06
DEBT SERVICE PAYMENTS	\$	145,693.91
PARK CUMULATIVE RESERVE FUND	\$	996,529.70

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	852,642.10
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GOLF:

SALARIES & WAGES	\$	157,499.14
MAINTENANCE & OPERATIONS	\$	160,640.56
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	67,925.97

TOTAL EXPENDITURES:	\$	<u><u>3,890,262.59</u></u>
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Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	July 6, 2021		
Requester	Jason Conley	Phone number: 625-6211	
Type of agenda item	<input checked="" type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input type="radio"/> Action
Type of contract/agreement	<input 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 #)	Cross Ref: OPR 2019-0848		
Item title: (Use exact language noted on the agenda)	Continuation of Parks Fleet Replacement Pilot Program (not to exceed \$145,000)		
Begin/end dates	Begins: July 8, 2021	Ends: June 30, 2023	<input type="checkbox"/> Open ended
Background/history:			
<p>In March of 2019, Parks commenced a pilot program of lease-to-own vehicles. Parks has approximately 50 light-duty vehicles, with an average fleet age of 14.9 years of age prior to beginning this program. Parks replaced five vehicles in 2019 and an additional 21 in 2021 (5 were lease returns) under this program and desires to replace additional vehicles in 2021-2022. Current estimates indicate Parks will save \$350,000 over 10 years in a combination of vehicle purchase savings and lower maintenance and operation costs. Parks is currently spending over \$150,000 per year on maintenance and repair costs for the existing fleet. Under this pilot program, Parks leases each vehicle and has the opportunity to sell back the vehicle at a price equal or greater than the original purchase price. Over time, this program will refresh the entire fleet and provide the estimated savings stated above. Due to the market volatility of new vehicles and severe shortages of critical components, 2022 orders must be placed now, to secure 2022 vehicle delivery from the manufactures.</p>			
Motion wording:			
Approve the continuation of the Parks fleet replacement pilot program in 2021-2022 for additional lease-to-own purchases not to exceed \$145,000.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Enterprise Fleet			
Name: Cody Bykonen		Email address: cody.rbykonen@efleets.com	Phone: (425) 917-6308
Distribution:			
Parks – Accounting		cody.rbykonen@efleets.com	
Parks – Pamela Clarke			
Requester: Jason Conley			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$145,000		Existing fleet budgets	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/>	Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/>	W-9 (for new contractors/consultants/vendors)
<input type="checkbox"/>	Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/>	ACH Forms (for new contractors/consultants/vendors)
<input type="checkbox"/>	UBI: Business license expiration date:	<input type="checkbox"/>	Insurance Certificate (min. \$1 million in General Liability)



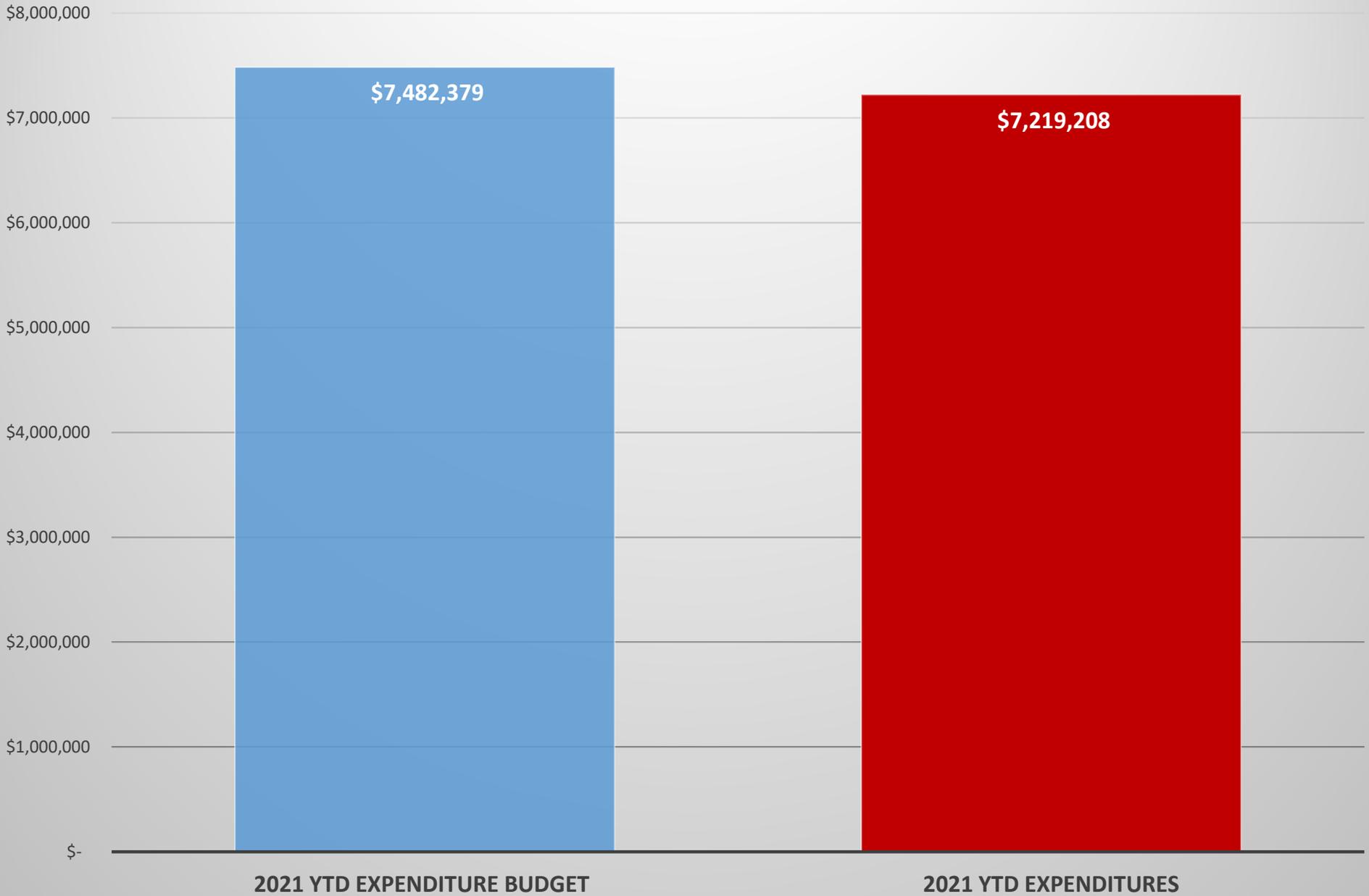
City of Spokane
PARKS
& RECREATION

Financial Reports

June 2021

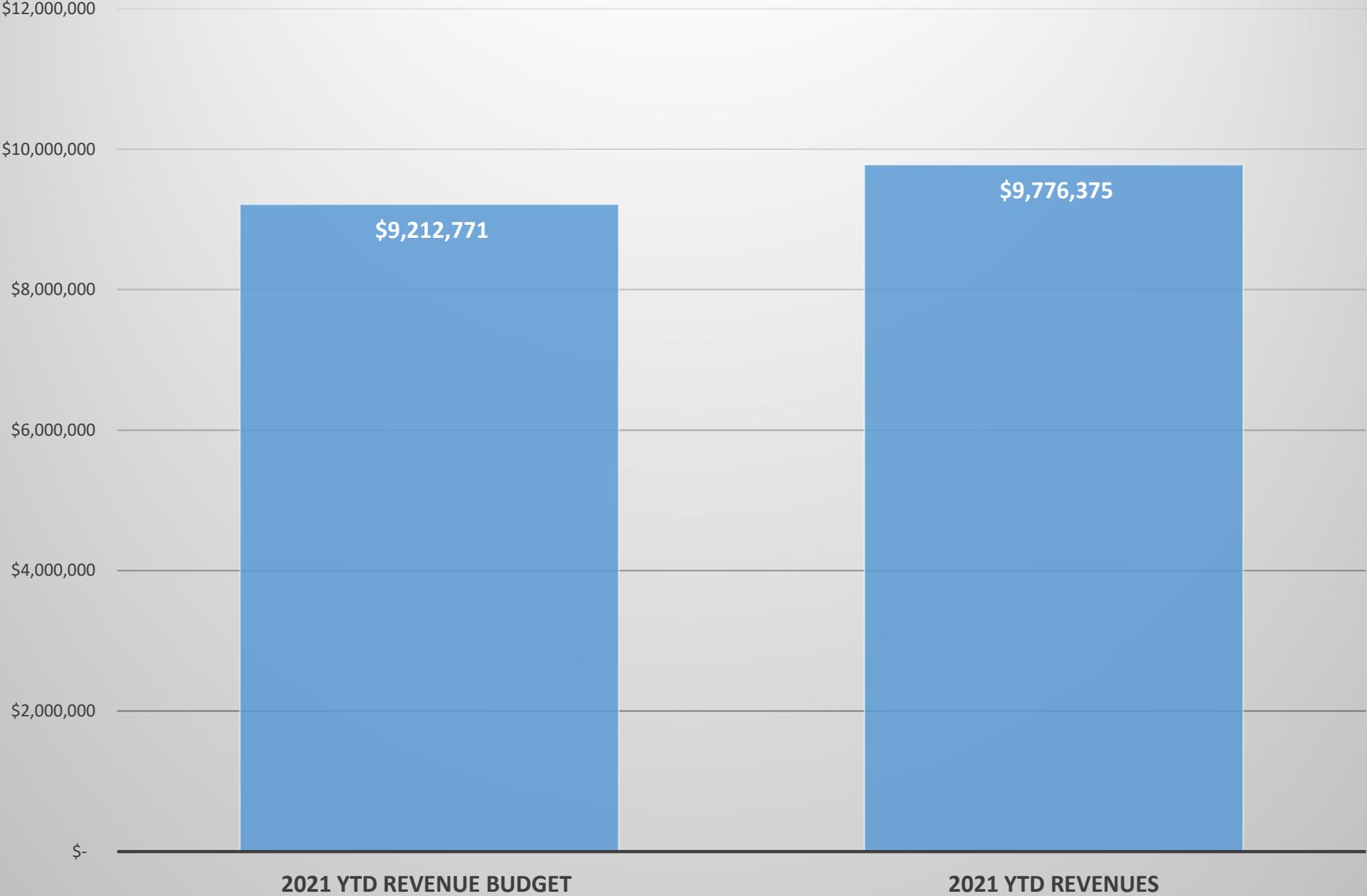
Park Fund

June 2021 Expenditures vs. Historical Budget Average



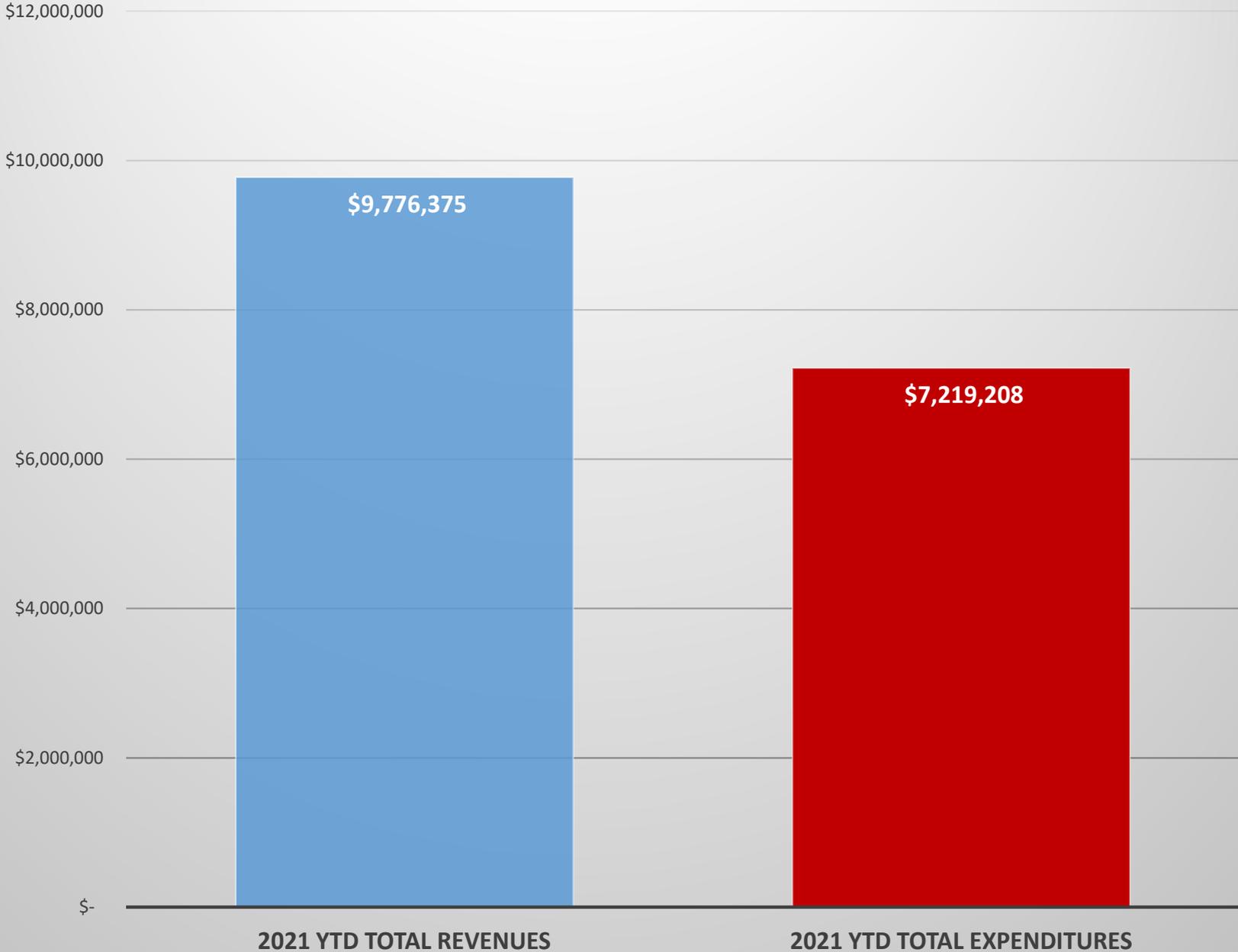
Park Fund

June 2021 Total Revenues vs. Historical Budget Average



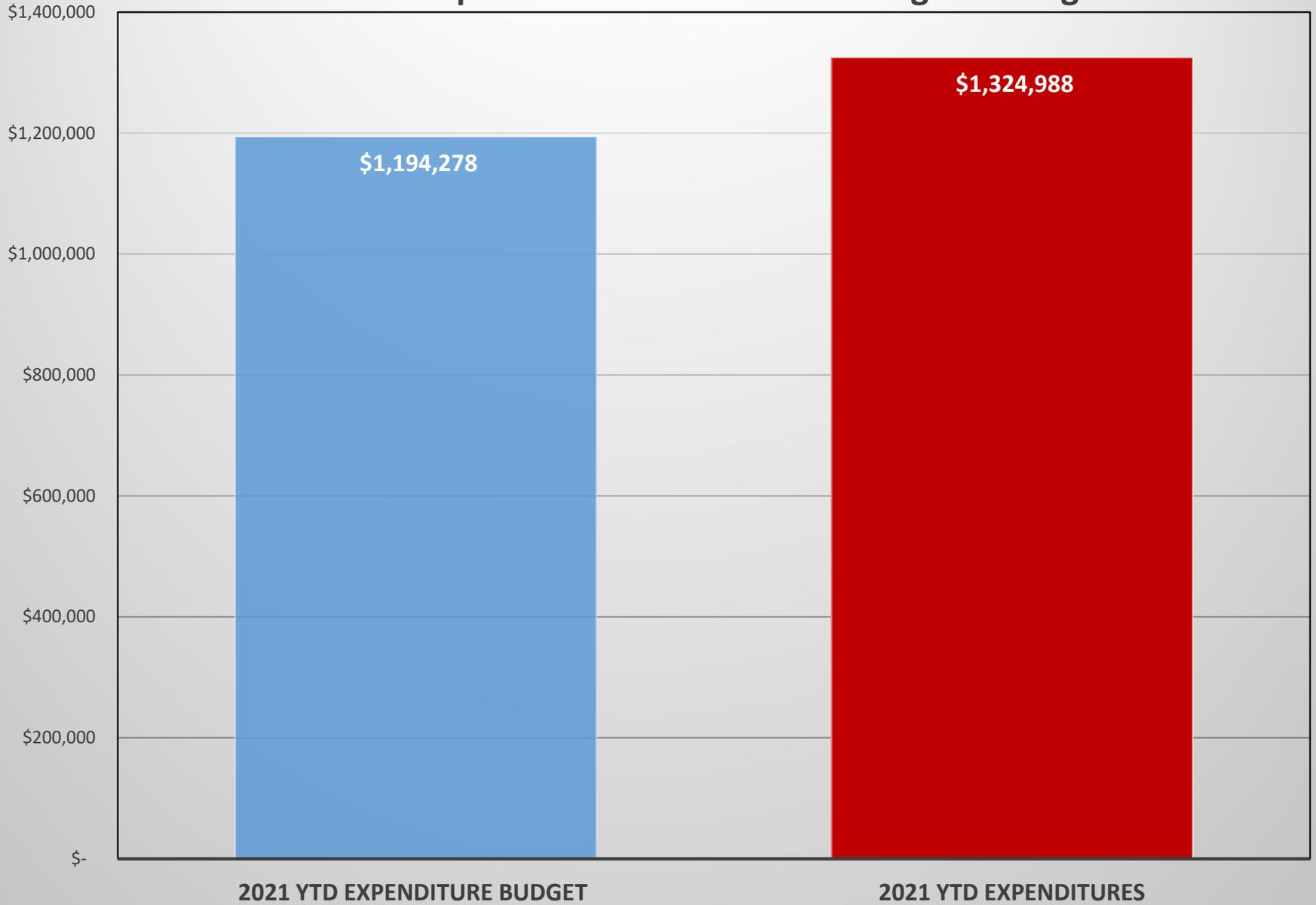
Park Fund

Total June 2021 YTD Expenditures vs. Total YTD Revenues



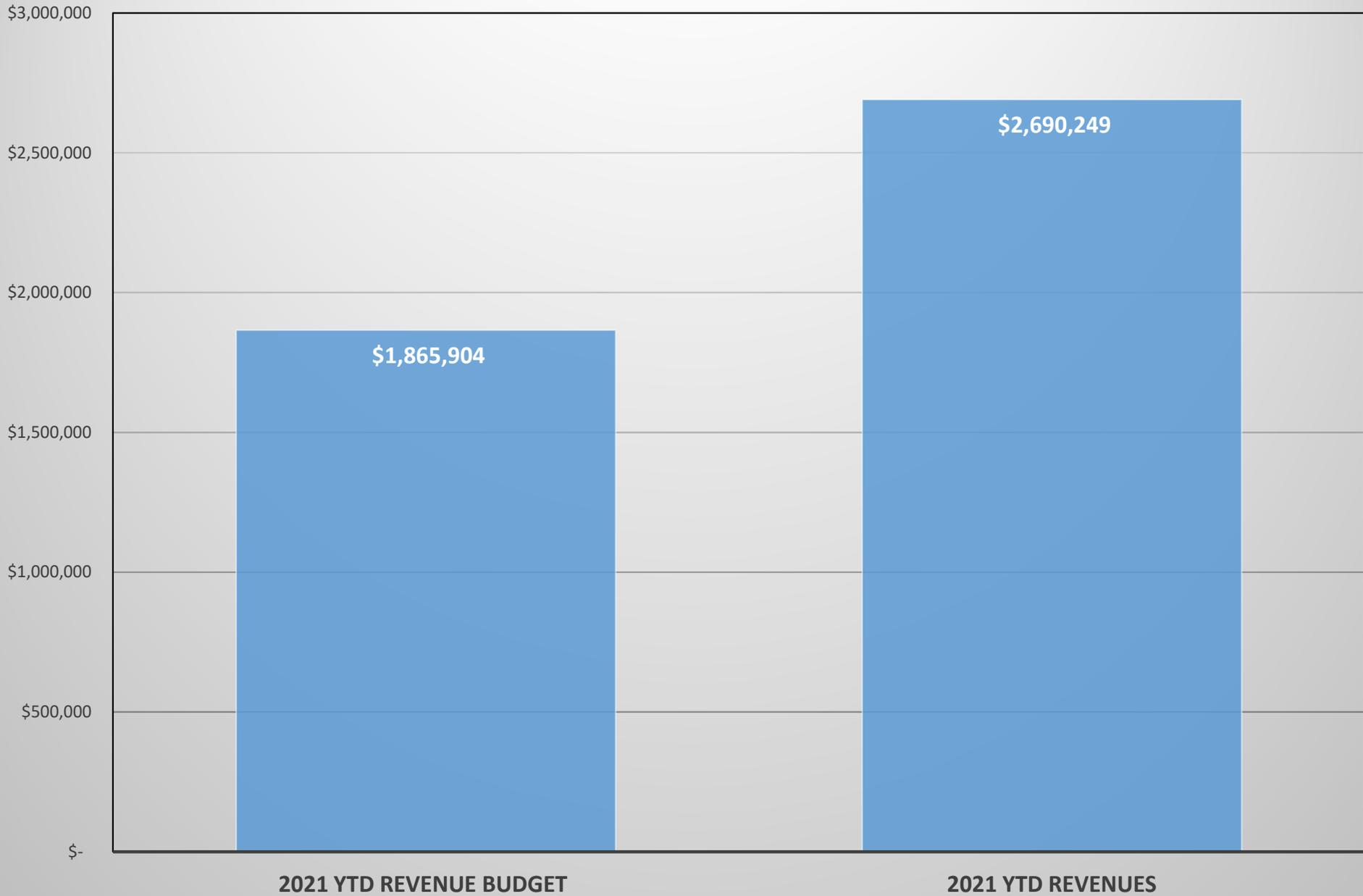
Golf Fund

June 2021 Expenditures vs. Historical Budget Average



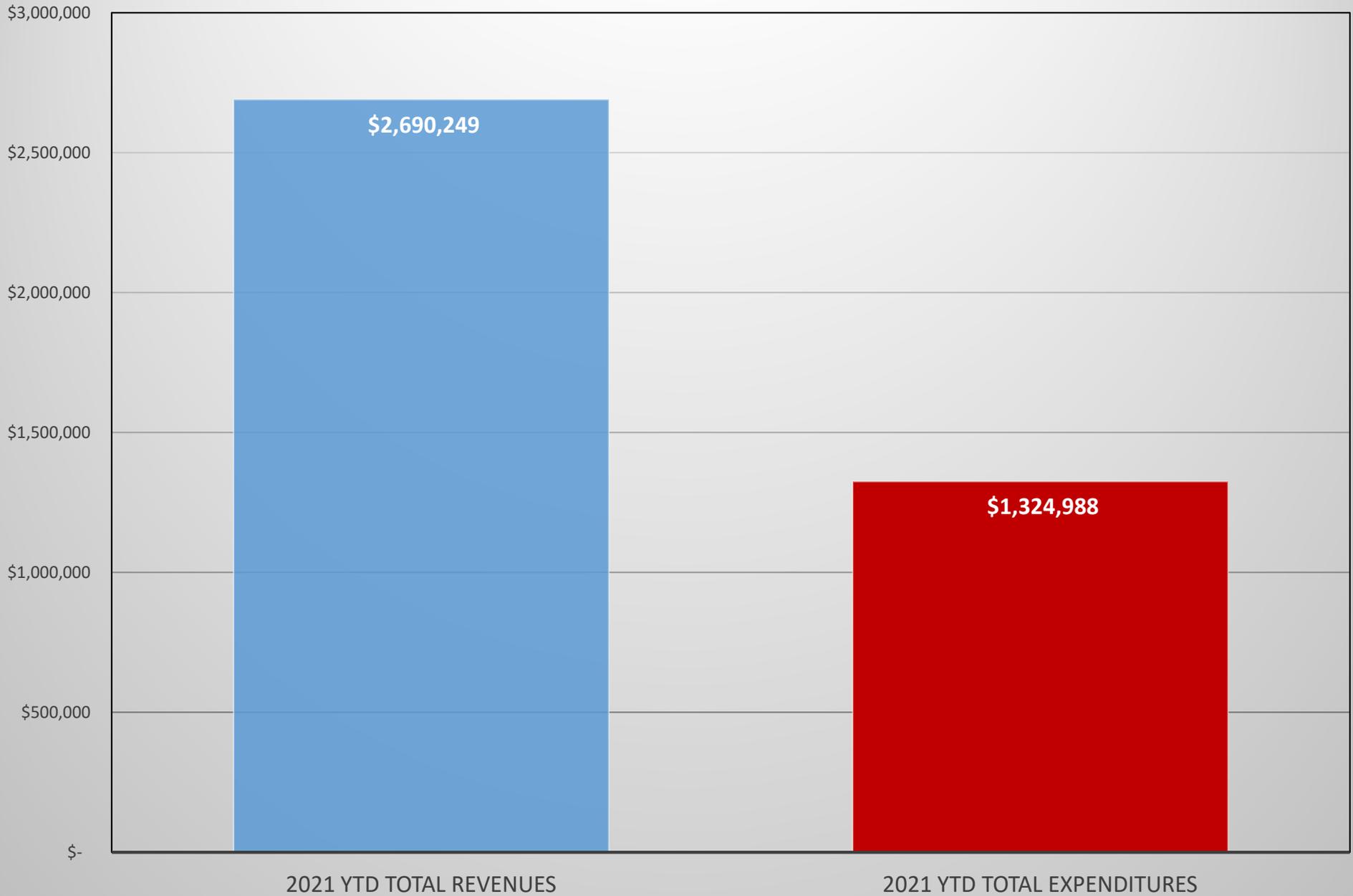
Golf Fund

June 2021 Total Revenues vs. Historical Budget Average



Golf Fund

Total June 2021 YTD Expenditures vs. Total YTD Revenues



Project Component	Budget Adopted December 2020	Expended as of June 30, 2021	Committed to Date	Budget Balance
1. South Bank West	\$ 10,412,530.00	\$ 10,412,530.00	\$ -	\$ -
2. South Bank Central	\$ 11,744,579.00	\$ 11,744,579.00	\$ -	\$ -
3. Howard St. SC Bridge	\$ -	\$ -	\$ -	\$ -
4. Promenades & Cent. Trail	\$ 8,515,817.00	\$ 8,172,877.00	\$ 367,262.93	\$ (5,322.93)
5. Havermale Island	\$ 22,186,182.00	\$ 22,186,182.00	\$ -	\$ -
6. snxw mene	\$ 756,742.00	\$ 201,742.00	\$ 415,000.00	\$ 140,000.00
7. North Bank	\$ 10,133,837.00	\$ 10,338,611.00	\$ 334,776.77	\$ (116,520.37)
8. South Bank East	\$ 156,847.00	\$ 156,847.00	\$ -	\$ -
Program Level	\$ 4,488,758.00	\$ 4,249,506.00	\$ 106,618.14	\$ 132,633.86
Total	\$ 68,395,292.00	\$ 67,462,874.00	\$ 1,223,657.84	\$ 150,790.56

Spokane Park Board

Briefing Paper



Committee	Golf		
Committee meeting date	July 6, 2021		
Requester	Mark Poirier		
Requester phone number	625-4654		
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract	<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 on the agenda)	Garland/DBS Inc. roof replacement contract/Indian Canyon (NTE \$268,528, plus tax)		
Begin/end dates	Begins: 07-08-2021	Ends: 10-31-2021	<input type="checkbox"/> Open ended
Impact if not approved at this time	Potentially unable to operate the business/no longer insurable/revenue loss		
Background/history:			
The roofs, both on the pro shop and restaurant at Indian Canyon are in dire need of replacement. The pro shop has a 37-year-old original cedar shake roof, and the restaurant is covered with a vinyl shake roof that is roughly 25 years old. Both of these roofs are well past life expectancy for the materials used. If not replaced, the buildings will become uninsurable, and will have a high potential for asset and revenue losses.			
Recommendation/motion wording:			
Approve the Indian Canyon roof replacement by Garland/DBS Inc. not to exceed \$268,528 plus tax			
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 _____			
Parks – Pamela Clarke _____			
Requester: <u>Mark Poirier</u> _____			
Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
NTE \$268,528 plus tax		Golf Capital	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> Business license expiration date: 04-30-2022		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

UBI #: 604-254-451



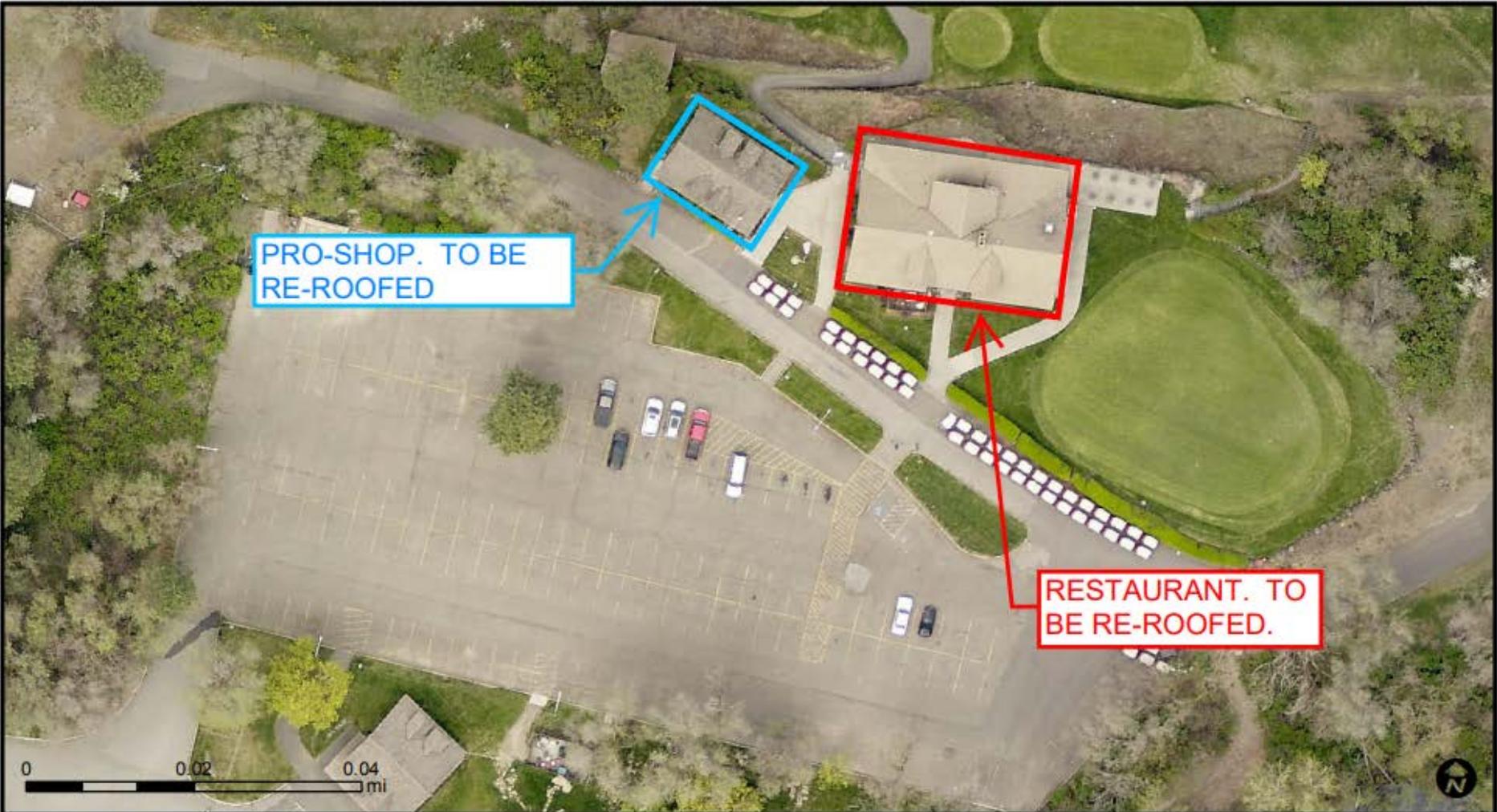
Recommendation for Indian Canyon Roof Replacement

Garland/DBS, Inc.

*Park Board Meeting
July 8th 2021*



Structures to be Re-Roofed



Legend

 City of Spokane
Boundary

City of Spokane GIS



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

Age & History of Roofs

***Buildings on the verge of being uninsurable*

Pro Shop Roof

- Original cedar shake
- Installed 1984 (37 years old) US Am Public Links Championship
- Life span of cedar shake: 18-25 Years

Restaurant Roof

- Vinyl shake
- Installation date unknown (25-30 years old)
- Life span of vinyl shake: 20 years





City of Spokane
**PARKS
& RECREATION**




Esmeralda
GOLF COURSE


Downriver
GOLF COURSE


**Indian
Canyon**
GOLF COURSE

**THE
COUNTRY AT
Qualchan**
GOLF COURSE









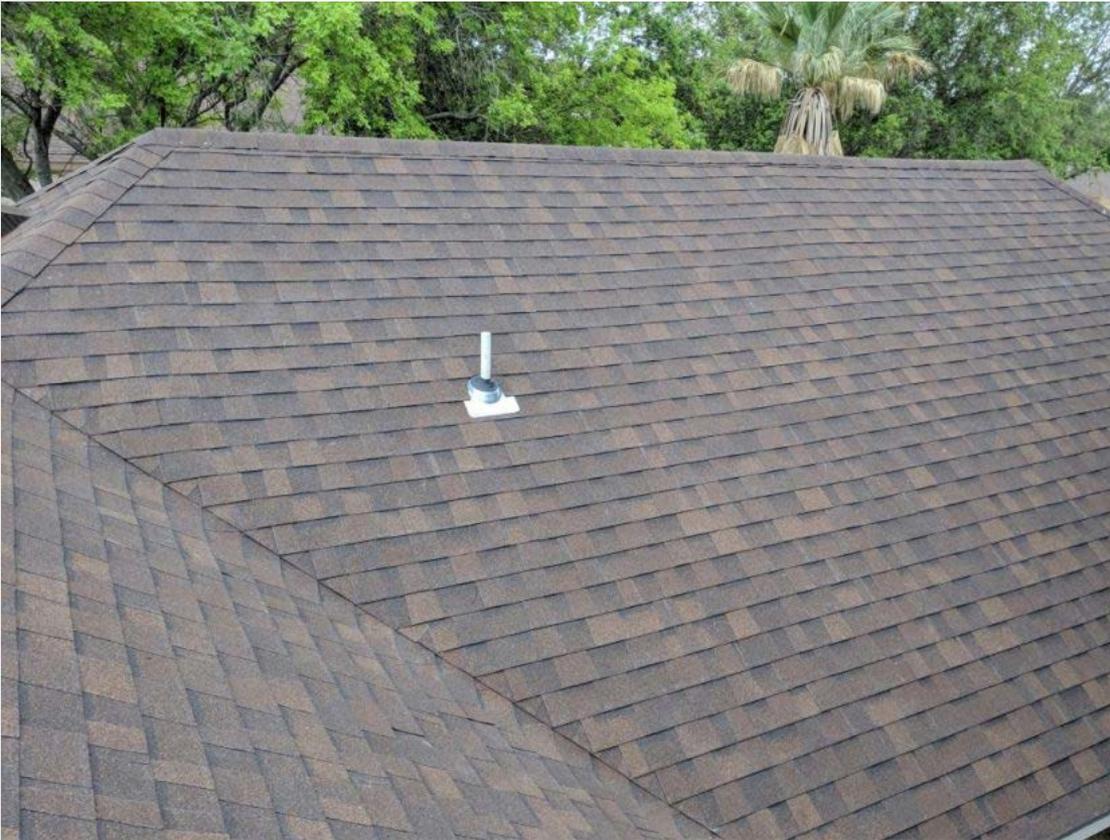


Scope of Work

- Remove existing shingles to substrate. Inspect substrate and make repairs as necessary.
- Install new 7/16" OSB sheeting over the top of existing substrate
- Install new full coverage underlayment
- Install new 30-year architectural shingles per manufacturers recommended install instructions & details
- Remove & replace rotten/damaged fascia boards as necessary
- Install new 24ga metal break shape fascia over wood fascia boards
- Provide City with standard 30-year warranty.



City of Spokane
**PARKS
& RECREATION**




Esmeralda
GOLF COURSE


Downriver
GOLF COURSE


**Indian
Canyon**
GOLF COURSE


Qualchan
GOLF COURSE



Procurement Solution

- ✓ Streamlined procurement
- ✓ Industry-leading buying power
- ✓ World-class suppliers
- ✓ Qualified contractors
- ✓ Faster turn around/complete
Oct.31st 2021
- ✓ Golf course property experience

OMNIA[®]
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since 1895

We adhere to the highest standards of procurement so you can feel secure knowing that you are in full compliance with industry regulations. - Omnia Partners





THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

EASTERN WASHINGTON – NORTHERN IDAHO

Date: 6/28/21

Subject: Indian Canyon Clubhouse & Pro Shop Roof

Drew Wright
Eastern Washington/ North Idaho
Mobile: (208) 899-5508
Email: dwright@garlandind.com

Dear Mr. Poirier,

In regards to the Indian Canyon Clubhouse and Pro Shop roof, please refer to the list of items that are causing this project to cost more than originally anticipated:

- Cost of plywood up 300% from 2020. It is anticipated that both roofs will need to be fully sheathed with new plywood decking as existing shake roofs traditionally have skip sheathing. The price in our proposals reflect that SOW, which can figure in approximately \$6.00 - \$7.00 per sqft. for labor and materials. A total cost increase of \$12,600 - \$14,700 for the Pro Shop and \$45,000 - \$52,500 for the Clubhouse.
- Cost of Shingles, Underlayment & Metal – Each of these products are up at least 15% from 2020 with a total anticipated increase of \$8,448 for the shingles, \$2,400 for the underlayment and \$1,245 for the metal.
- Building Access for Demo/Install – To access the roof on the Clubhouse, the only reasonable area for loading/unloading materials is on the NW corner. Still, this area is very tight and the contractor anticipates having to load/unload materials one small trip at a time. This action decreases efficiency and increases cost for normal loading/unloading by 20%.

Please review these items and let me know if you have any additional questions or concerns.

Thank you,

Drew Wright
Garland Territory Manager
Eastern Washington/North, ID
(208) 899-5508



Garland/DBS, Inc. bid:

Clubhouse/Restaurant

~ \$189,175 plus tax

Pro Shop

~ \$79,353 plus tax

All in cost

~\$268,528 plus tax





Recommendation To Approve

**Indian Canyon roof replacement by
Garland/DBS, Inc. NTE \$268,528 plus tax**





THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

EASTERN WASHINGTON – NORTHERN IDAHO

Date: 6/28/21

Subject: Indian Canyon Clubhouse & Pro Shop Roof

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Mobile: (208) 899-5508

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- Building Access for Demo/Install – To access the roof on the Clubhouse, the only reasonable area for loading/unloading materials is on the NW corner. Still, this area is very tight and the contactor anticipates having to load/unload materials one small trip at a time. This action decreases efficiency and increases cost for normal loading/unloading by 20%.

Please review these items and let me know if you have any additional questions or concerns.

Thank you,

Drew Wright
Garland Territory Manager
Eastern Washington/North, ID
(208) 899-5508



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Spokane
Indian Canyon Golf Course
1001 S Assembly Rd
Spokane, WA 99224

Date Submitted: 06/28/2021
Proposal #: 25-WA-210572
MICPA # PW1925

Washington General Contractor License #: GARLAI*903K4
UBI # 603-013-262

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Base Bid - Clubhouse Roof

1. Remove existing Vinyl Shingles to substrate. Inspect substrate and make repairs as necessary.
2. Install new 7/16" OSB sheathing over the top of the existing substrate
3. Install new full coverage Ice & Water Shield underlayment
4. Install new 30-Year Architectural Shingles per manufacturers recommended install instructions & details
5. Remove & Replace rotten/damaged fascia boards as necessary
6. Install new 24ga metal break shape fascia over wood fascia boards. Color selection TBD by owner.
7. Provide owner with standard 30-Year Warranty

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.29	Tear-off & Dispose of Debris: SYSTEM TYPE Dimensional/Architectural Shingle Roof - Wood Deck	\$ 0.97	7,000	SF	\$ 6,790
3.08	Removal & Replacement of Roof Deck: DECK TYPE Large Areas of Wood Deck Replacement (Replacement areas averaging greater than 1 square)	\$ 9.15	7,000	SF	\$ 64,050
16.07	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: ADD/DEDUCT TO INSTALL SELF-ADHERING UNDERLAYMENT OVER ENTIRE ROOF - Install Self-Adhering Underlayment on Entire Roof Deck	\$ 1.87	7,000	SF	\$ 13,090
16.02	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: REPLACING ARCHITECTURAL SHINGLE ROOF SYSTEM - New Dimensional Shingle Roof System with Base Sheet as an Underlayment, Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	\$ 6.23	7,000	SF	\$ 43,610
	Metal Stretch-Out: 24 Gauge Kynar Fascia with Four (4) Bends	\$ 14.13	290	LF	\$ 4,098
	Sub Total Prior to Multipliers				\$ 131,638
22.01	MULTIPLIER - DIFFICULT ROOF OR BUILDING ACCESS Multiplier is applied when labor production is effected by roof or building access. Situations that can cause roof access to be more difficult include, but are not limited to: no access for lifts or cranes, access is dependent upon road closure, access point requires the closure of a building entrance, roof level is not accessible from the ground, roof area is interior to adjacent roofs or roof materials and materials and equipment must be loaded to one roof area and carried to another roof area, roof materials and equipment must be carried to the roof through an interior building access point, no or limited staging areas on the ground, etc.		24	%	\$ 31,593
22.13	MULTIPLIER - ROOF HAS GREATER THAN 4/12 SLOPE Multiplier is applied when Roof Area has a Greater than 4/12 Slope, Steeper slope reduces overall labor production and requires additional safety precautions.		22	%	\$ 28,960

22.20	MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF Multiplier is applied when Roof Size is greater than 5,000 SF, but less than 10,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	15	\$ 131,638	%	\$ 19,746
Total After Multipliers					\$ 211,937

Base Bid - Clubhouse Roof:

Total Maximum Price of Line Items under the MICPA: \$ 211,937

Proposal Price Based Upon Market Experience: \$ 189,175

Garland/DBS Price Based Upon Local Market Competition:

Fisher Roofing Services \$ 189,175

Unforeseen Site Conditions:

Decking Replacement \$ 8.55 per Sq. Ft.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please add applicable Washington State Taxes in addition to the final proposal price.
2. Permits are included.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Interior Temporary protection is excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Spokane
Indian Canyon Golf Course
1001 S Assembly Rd
Spokane, WA 99224

Date Submitted: 06/28/2021
Proposal #: 25-WA-210612
MICPA # PW1925

Washington General Contractor License #: GARLAI*903K4
UBI # 603-013-262

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Base Bid - Pro-Shop Roof

1. Remove existing Wood Shake Shingles to substrate. Inspect substrate and make repairs as necessary.
2. Install new 7/16" OSB sheathing over the top of the existing substrate
3. Install new full coverage Ice & Water Shield underlayment
4. Install new 30-Year Architectural Shingles per manufacturers recommended install instructions & details
5. Remove & Replace rotten/damaged fascia boards as necessary
6. Install new 24ga metal break shape fascia over wood fascia boards. Color selection TBD by owner.
7. Provide owner with standard 30-Year Warranty

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.34	Tear-off & Dispose of Debris: SYSTEM TYPE Cedar / Wood Shake Shingle Roof - Wood Deck	\$ 2.59	2,200	SF	\$ 5,698
3.08	Removal & Replacement of Roof Deck: DECK TYPE Large Areas of Wood Deck Replacement (Replacement areas averaging greater than 1 square)	\$ 9.15	2,200	SF	\$ 20,130
16.07	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: ADD/DEDUCT TO INSTALL SELF-ADHERING UNDERLAYMENT OVER ENTIRE ROOF - Install Self-Adhering Underlayment on Entire Roof Deck	\$ 1.87	2,200	SF	\$ 4,114
16.02	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: REPLACING ARCHITECTURAL SHINGLE ROOF SYSTEM - New Dimensional Shingle Roof System with Base Sheet as an Underlayment, Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	\$ 6.23	2,200	SF	\$ 13,706
	Metal Stretch-Out: 24 Gauge Kynar Fascia with Four (4) Bends	\$ 14.13	174	LF	\$ 2,459
	Sub Total Prior to Multipliers				\$ 46,107
22.01	MULTIPLIER - DIFFICULT ROOF OR BUILDING ACCESS Multiplier is applied when labor production is effected by roof or building access. Situations that can cause roof access to be more difficult include, but are not limited to: no access for lifts or cranes, access is dependent upon road closure, access point requires the closure of a building entrance, roof level is not accessible from the ground, roof area is interior to adjacent roofs or roof materials and materials and equipment must be loaded to one roof area and carried to another roof area, roof materials and equipment must be carried to the roof through an interior building access point, no or limited staging areas on the ground, etc.		24	%	\$ 11,066
22.13	MULTIPLIER - ROOF HAS GREATER THAN 4/12 SLOPE Multiplier is applied when Roof Area has a Greater than 4/12 Slope, Steeper slope reduces overall labor production and requires additional safety precautions.		22	%	\$ 10,143

22.18	MULTIPLIER - ROOF SIZE IS GREATER THAN 2,000 SF, BUT LESS THAN 3,000 SF Multiplier is applied when Roof Size is greater than 2,000 SF, but less than 3,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	30	\$ 46,107	%	\$ 13,832
Total After Multipliers					\$ 81,148

Base Bid - Clubhouse Roof:

Total Maximum Price of Line Items under the MICPA:	\$ 81,148
Proposal Price Based Upon Market Experience:	\$ 79,353

Garland/DBS Price Based Upon Local Market Competition:

Fisher Roofing Services	\$ 79,353
--------------------------------	------------------

Unforeseen Site Conditions:

Decking Replacement	\$ 8.55 per Sq. Ft.
---------------------	---------------------

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please add applicable Washington State Taxes in addition to the final proposal price.
2. Permits are included.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Interior Temporary protection is excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	June 30, 2021		
Requester	Melissa Huggins	Phone number: (509) 321-6444	
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 #)	Cross-reference: OPR 2020-0592		
Item title: (Use exact language noted on the agenda)	Franklin Park basketball court mural donation/Spokane Tribe and Spokane Indians Baseball Club		
Begin/end dates	Begins: 07/08/2021	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: A basketball court mural is being proposed, funded by the Spokane Tribe and the Spokane Indians baseball club. The two entities have a long partnership and history of collaboration, and are submitting for the Park Board's consideration a court mural design for Franklin Park designed by local native artist Ruben Marcilla that celebrates the people and culture of the Spokane Tribe. Spokane Arts, Hooptown USA, Spokane Tribe, Spokane Indians respectfully ask the Parks Board to consider accepting the donation of art in the form of a mural at Franklin Park, jointly developed by Spokane Tribe and the Spokane Indians Baseball Club and presented to the Spokane Arts Commission at the May 2021 meeting who voted to support the project.			
Motion wording: Approve a basketball mural donation from Spokane Tribe and Spokane Indians Baseball Club by local native artist Ruben Marcilla for a mural installation at Franklin Park.			
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 Parks – Pamela Clarke Requester: Melissa Huggins Grant Management Department/Name: _____ mhuggins@spokanearts.org			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: _____ Business license expiration date: _____ <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Franklin Park Basketball Court Mural – proposed donation to Spokane Parks

Presented by the Spokane Tribe, Spokane Indians baseball, Hooptown USA, and Spokane Arts

Background

In 2019, Hooptown USA received a grant from MultiCare Health Systems to revitalize community basketball courts, and approached Spokane Arts with the idea of installing murals on various courts. Together, we selected four basketball courts located in various neighborhoods across the city, to benefit as many citizens as possible: Peaceful Valley, the Chief Garry neighborhood, the Lincoln Heights neighborhood, and in Riverfront Park. As you know, the murals in Peaceful Valley and Chief Garry were installed in 2020, the court mural in Riverfront Park was completed in June 2021, and the Thornton Murphy court mural will be completed in August 2021. Those four murals were jointly funded by MultiCare, Hooptown USA, and Spokane Arts, and sited in Spokane Parks with permission from the Park Board.

Another basketball court mural is being proposed, funded by the Spokane Tribe and the Spokane Indians baseball club. The two entities have a long partnership and history of collaboration, and are submitting for the Park Board’s consideration a court mural design for Franklin Park that celebrates the people and culture of the Spokane Tribe. In addition to the basketball court mural, the Spokane Tribe and Spokane Indians baseball are requesting permission to install **an interpretive sign onsite**, to help educate visitors, explain why the images on the court are culturally significant, why the court exists and who it benefits, etc. The proposed interpretive sign would be no larger than 4’x4’, and would most likely be mounted on two treated wood posts. Both the mural and the interpretive sign would be paid for by the project sponsors. No funding is being requested from the Parks department.

A video and slides about this project, prepared by the Spokane Indians, [can be found here](#).

Since this basketball court is located in Spokane Parks, the coalition of partners—Hooptown USA, the Spokane Tribe, Spokane Indians, and Spokane Arts—respectfully ask the Parks Board to consider accepting the donation of art, in the form of a mural and interpretive sign at Franklin Park. These court murals are a celebration of the strength of both our local arts and sports communities, and the proposed design honors the Spokane people who lived in this region long before white settlers arrived, and celebrates Native culture in a public, beautiful way where people of all ages and backgrounds can interact, play and learn.

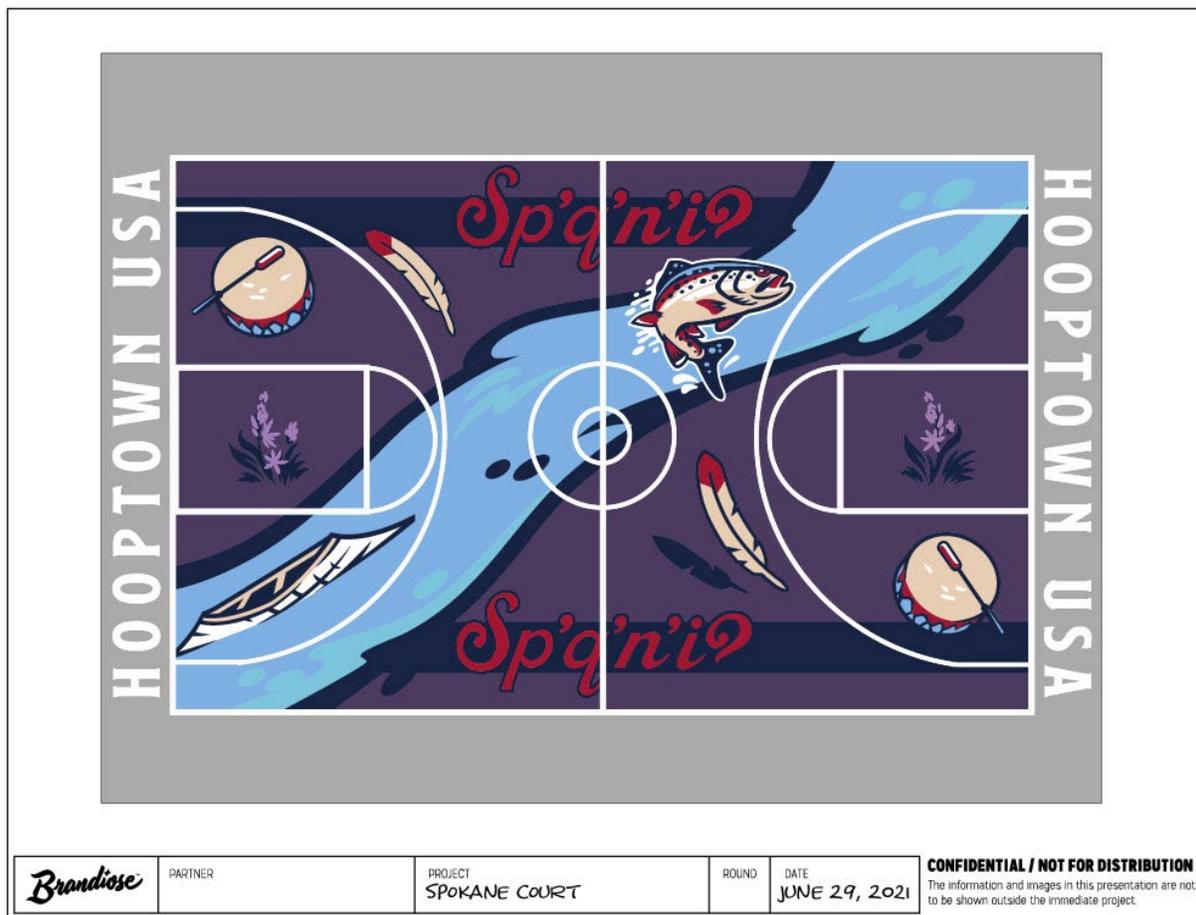
Design process

The Spokane Tribe and Spokane Indians baseball club jointly developed a court mural design that includes the Salish word for “Spokane,” as well as other culturally significant imagery like the Spokane river, red band trout, hand drums, and more. The rendering was created & approved by the Spokane Indians baseball club & Spokane Tribe, and then presented to the full Spokane Arts Commission at the May 2021 meeting. The arts commission voted to support the project, and suggested small tweaks to the design, so that the basketball court lines wouldn’t negatively impact the mural design. The Spokane Tribe and Spokane Indians selected a local Native artist who will install the mural, Ruben Marcilla, and have asked Spokane Arts to provide logistical support by navigating the design approval process, ordering paint and supplies, providing support to the artist during installation, and more.

Installation

Prior to the mural installation, the court will be resurfaced, and after mural installation, the court lines repainted. The material for the mural is a sport court paint. Since the artist hasn't worked with the material before, Spokane Arts has arranged for an artist familiar with the material to assist. **The Spokane Tribe is the primary funder on the project, with support from the Spokane Indians baseball club.** All of the resurfacing work, painting, supplies and labor will be facilitated by Hooptown USA, while the artwork installation will be facilitated by Spokane Arts. 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.

Please note: the sport court paint comes in a limited palette of colors, so there may be slight adjustments to color based on paint availability.



Partners:

“The partnership between the Spokane Tribe of Indians and the Spokane Indians Baseball Club is built out of respect and inclusion. It has been a unique and rewarding collaborative effort that highlights elements that are important to the Spokane Tribe, while simultaneously providing a brand that Indians baseball fans can be proud of. The Spokane Indians Baseball Club and Spokane Tribe of

Indians are a unique partnership in the world of professional sports. In 2006, the two collaborated on a rebranding of the baseball team's logo, becoming the first pairing of a team and tribe to respectfully highlight the use of local native imagery. During the rebranding, a Salish version of the logo was created. This logo has been used in some form on the team's jerseys ever since. "We welcomed the opportunity to collaborate with our namesake professional baseball team on this project," said former Chairman of the Spokane Tribe Rudy Peone. "We view this collaboration as a significant opportunity to educate thousands of baseball fans about the language and culture of the Spokane Indians - this city's first inhabitants." *—courtesy of Spokane Indians and Spokane Tribe*

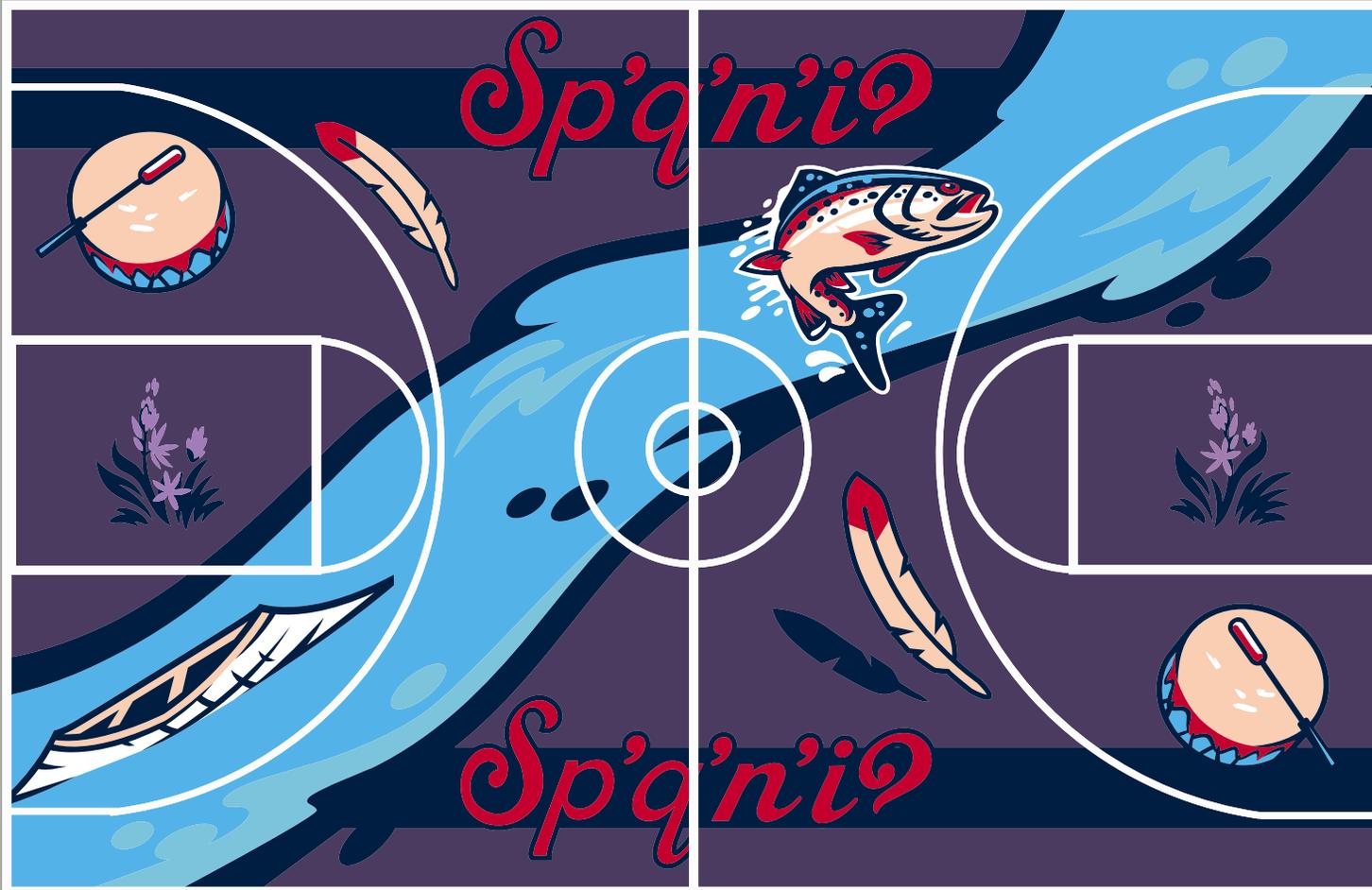
Since 1990, the Spokane Hoopfest Association has built over 30 community outdoor basketball courts in the region and donated over \$1.6 million to local, charitable organizations, including Special Olympics – the primary beneficiary; community centers and various youth sports and learning programs. Hoopstown 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. Hoopstown 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.

Summary:

The 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 the mural is being donated to Spokane Parks. With regard to the mural, the coalition of sponsors, led by the Spokane Tribe and Spokane Indians baseball club, is asking Spokane Parks to accept the donation, give permission for installation, and help coordinate the timing of installation along with Parks staff.

HOOPTOWN USA



HOOPTOWN USA

Brandiose

PARTNER

PROJECT
SPOKANE COURT

ROUND

DATE
JUNE 29, 2021

CONFIDENTIAL / NOT FOR DISTRIBUTION

The information and images in this presentation are not to be shown outside the immediate project.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	July 1, 2021		
Requester	Berry Ellison	Phone number: 509.652-6276	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Papillon South landscape improvements/Selkirk Development		
Begin/end dates	Begins: 07/08/2021	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:	Per agreement with Selkirk Development, the Park Board is required to review and offer comment/approval for improvements proposed on Park Property located at the intersection of Howard and Mallon, Riverfront Park's North Howard Street Gateway. Selkirk is responsible for the cost of these improvements.		
Motion wording:	Motion to approve landscape improvements on Park Property by Selkirk Development at no cost to Parks.		
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) 919-0903
Distribution:	Garrett Jones		
Parks – Accounting	Berry Ellison		
Parks – Pamela Clarke	mkoch@spokanepfd.org		
Requester: Berry Ellison	guym@bergerpartnership.com		
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:	Budget code:		
N/A	N/A		
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: _____ Business license expiration date: _____	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

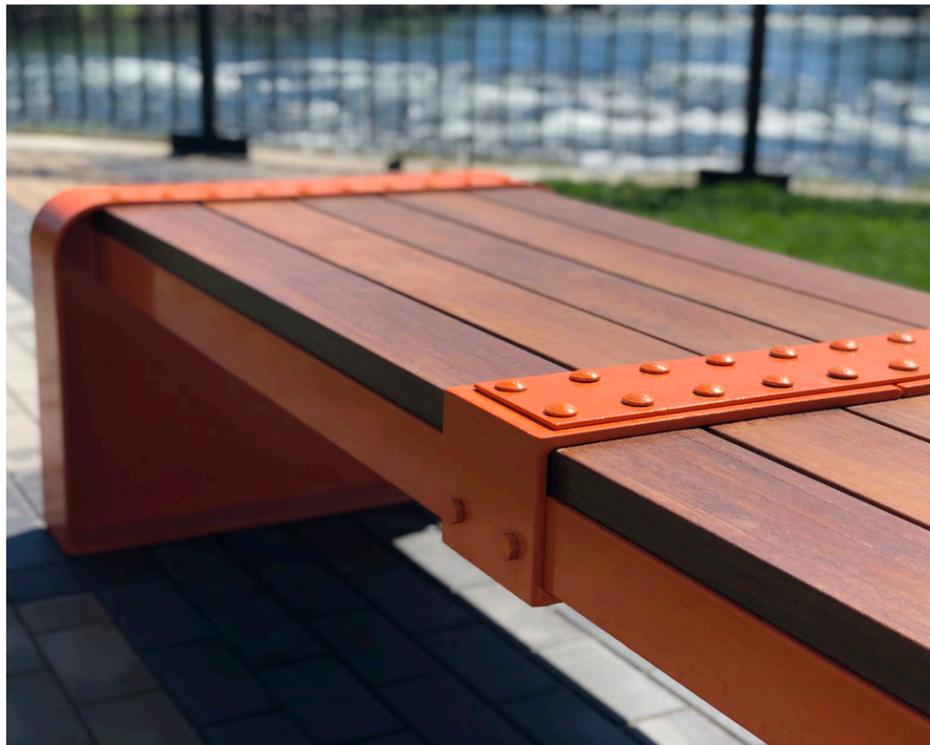
PAPILLION LANDSCAPE CONCEPT DESIGN PACKAGE

JULY 08, 2021



PLAN

MIRRORING THE SOUTH BANK



NEW PLAN



PERMIT SET

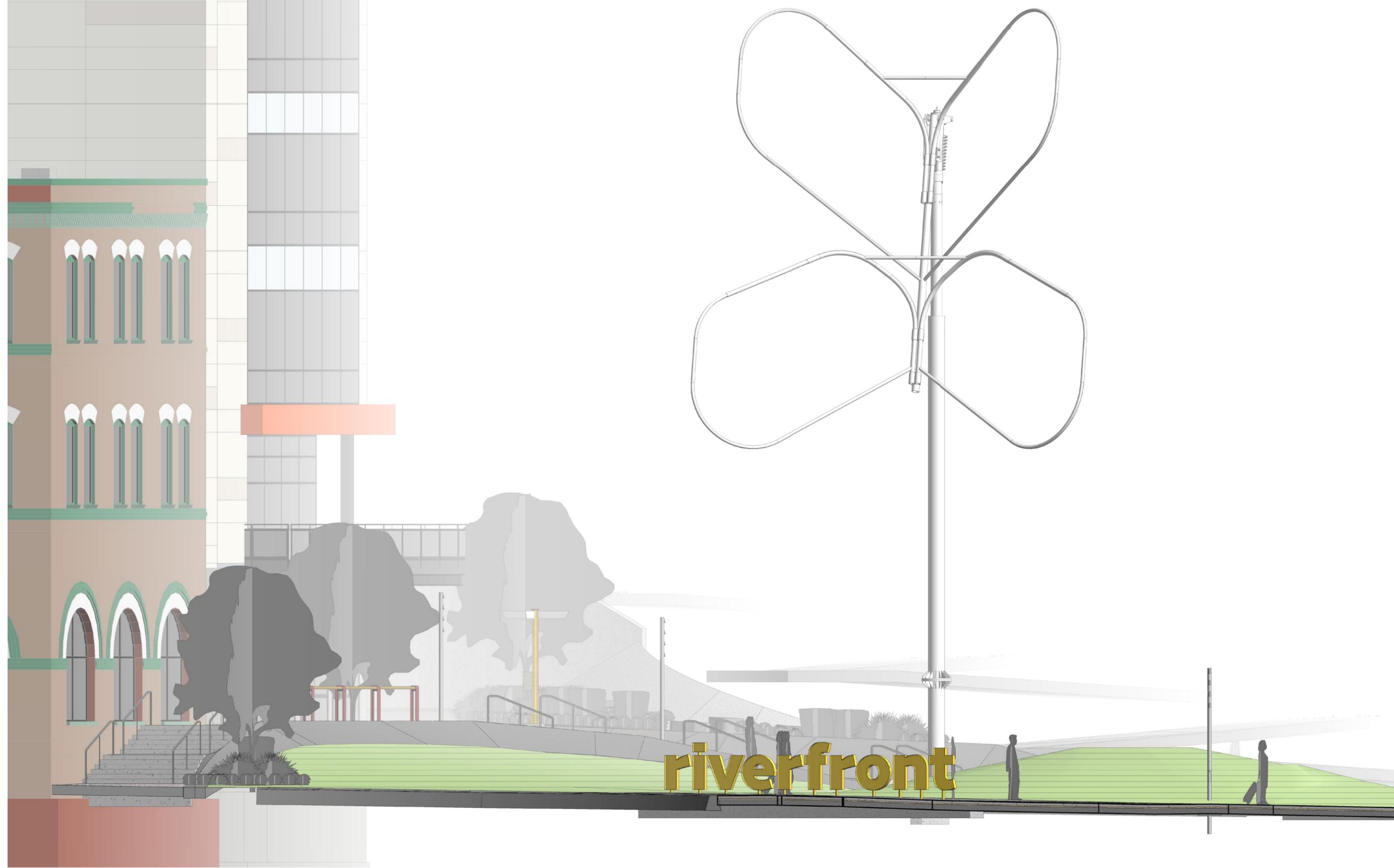


1 3D View 1

Papillon South Landscape Sheet List	
Sheet Number	Sheet Name
L2.01	Cover Sheet
L2.02	Site Plan
L2.03	Grading Plan
L2.04	Site Plan - Detail Key
L2.05	Site Lighting Plan
L2.06	Elevations
L2.07	Sections
L2.08	Sections
L2.09	Enlargements
L2.10	Details
L2.11	Details
L2.12	Accessibility Diagram
L2.13	Precedent and Character Images
L2.14	3D Views
L2.15	3D Views
W4.01	Type 4 Wayfinding Device Details
W4.02	Type 4 Wayfinding Device Details

6/22/2021 5:41:20 PM

① Howard St. Elevation
1/4" = 1'-0"



BWA

Bernardo Wills
ARCHITECTS PC

Project No: 19-06-131
Drawn By: MM
Date: 05.18.21
L2.06



Selkirk Development
Papillon South Landscape

531 West Cataldo Ave.
Spokane, WA 99201

153 SOUTH JEFFERSON SPOKANE WASHINGTON 99201 509.838.4511 FAX: 509.838.4605 WWW.BERNARDOWILLS.COM

PERMIT SUBMITTAL
MAY 18, 2021

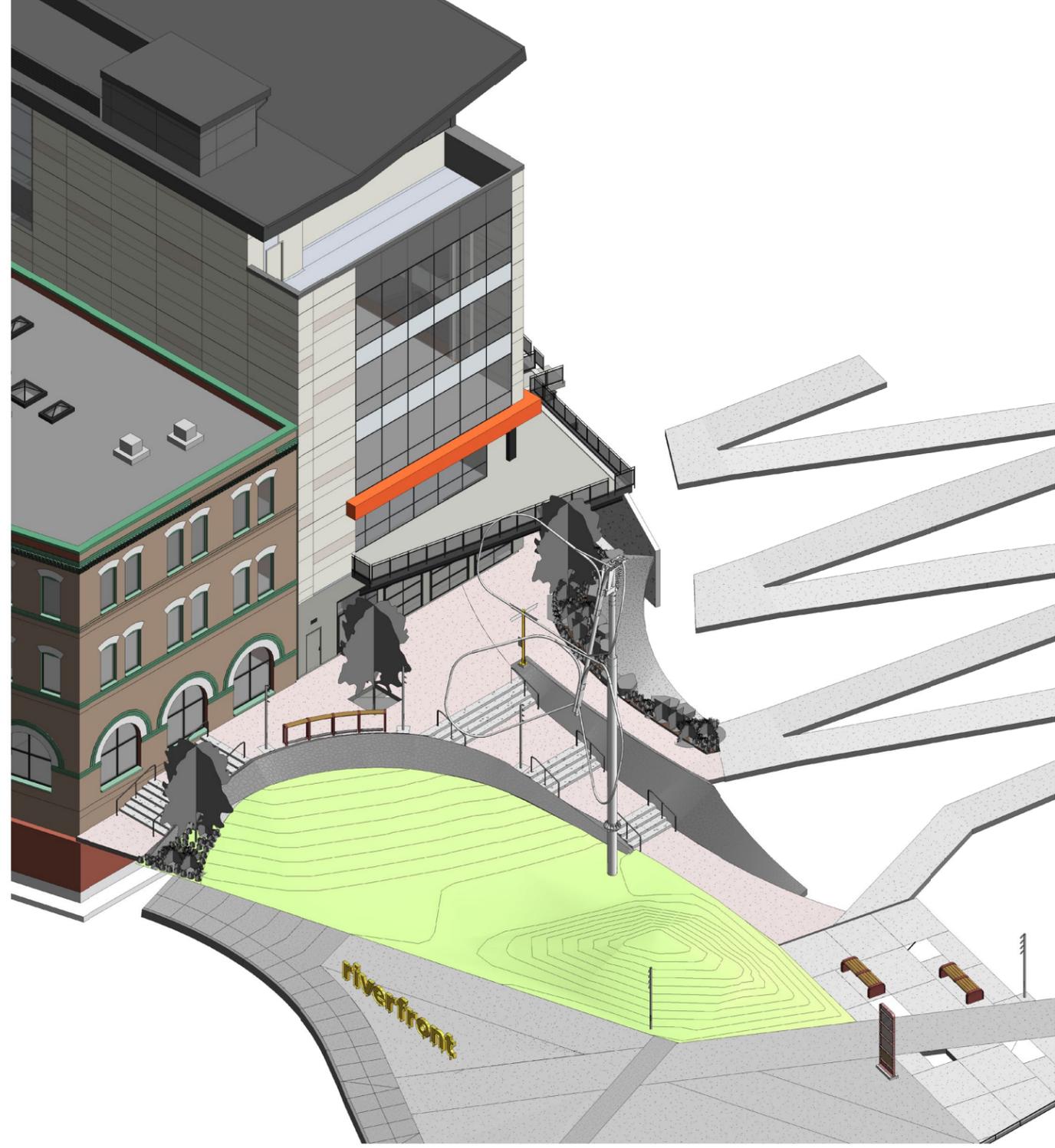
Revision Date:
△ Design Revisions 06-23-21

In Association With:
berger
PARTNERSHIP
1927 First Alley, Ste. 2
Seattle, WA 98101
206.325.8877
bergerpartnership.com

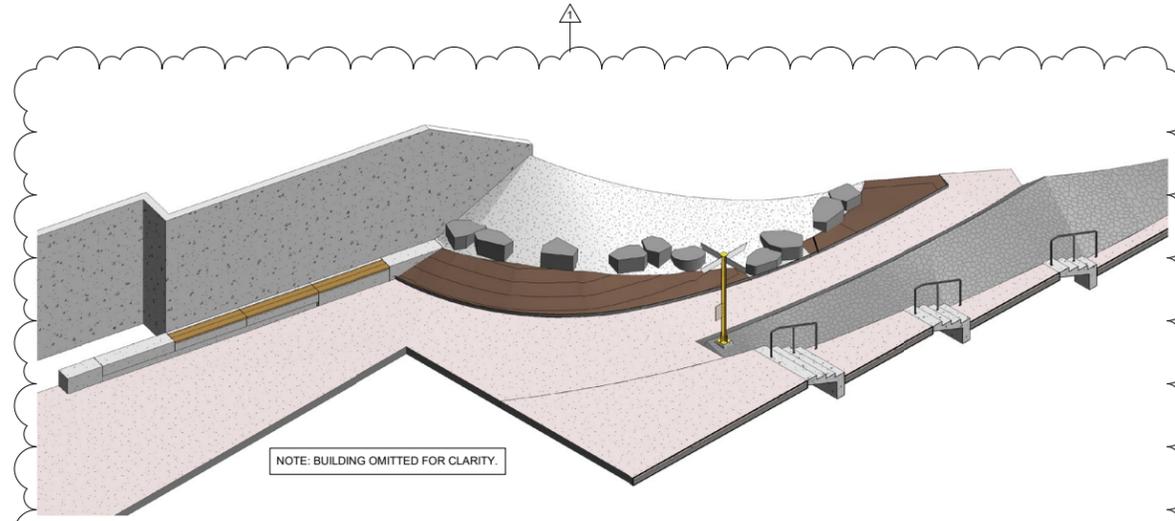


COPYRIGHT BERNARDO WILLS ARCHITECTS, PC 2012

6/22/2021 5:46:18 PM



1 Overall Iso



NOTE: BUILDING OMITTED FOR CLARITY.

2 Grotto Connection

BWA Bernardo Wills

ARCHITECTS PC

Selkirk Development
Papillon South Landscape

531 West Cataldo Ave.
Spokane, WA 99201

509.838.4511

FAX: 509.838.4605

WWW.BERNARDOWILLS.COM

PERMIT SUBMITTAL
MAY 18, 2021

3D Views

Revision Date:
Design Revisions 06-23-21

In Association With:



1927 First Alley, Ste. 2
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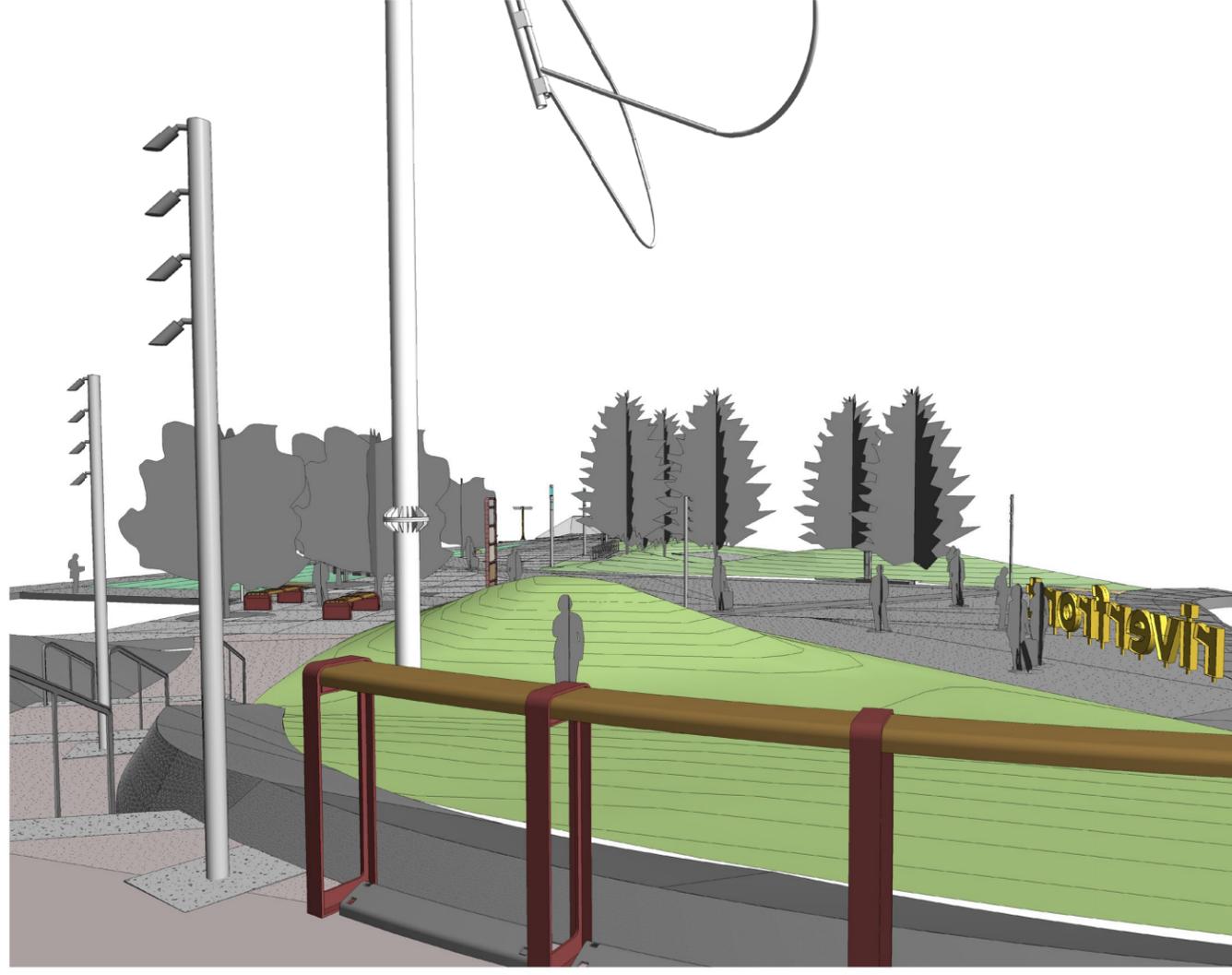
COPYRIGHT BERNARDO WILLS ARCHITECTS, PC 2012

Project No: 19-06-131
Drawn By: MM
Date: 05.18.21

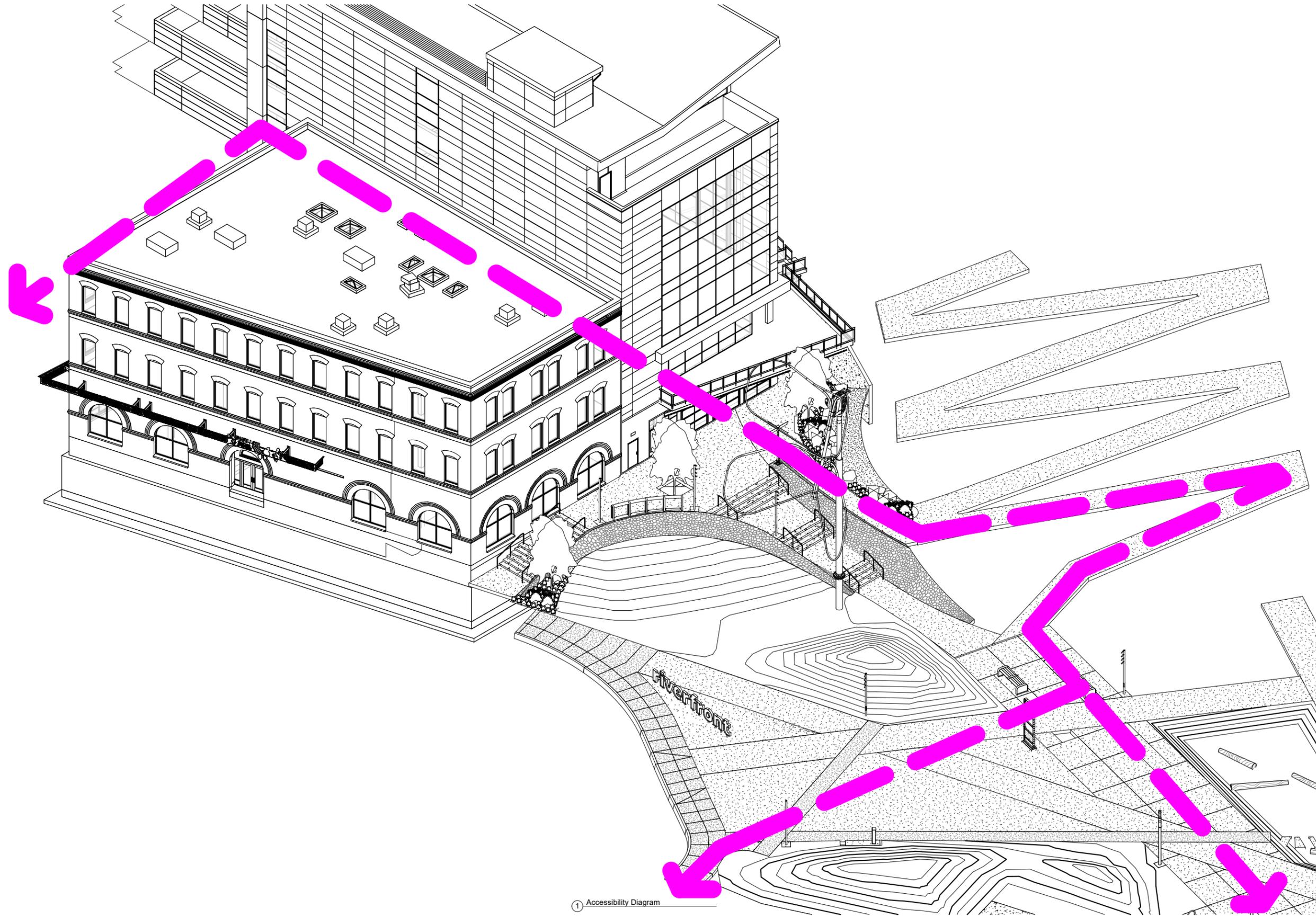
L2.14



① 3D View 2



② 3D View 3



1 Accessibility Diagram

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	July 1, 2021		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Riverfront Park North Bank Dog Park Letter of Intent with The Falls, LLC		
Begin/end dates	Begins: 07/08/2021	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:			
<p>The Falls has proposed to develop a dog park in Riverfront Park immediately adjacent the proposed 'The Falls' project as an amenity for the citizens of Spokane and nearby residents.</p> <p>The Falls proposes to develop the dog park to Parks' satisfaction and in a manner and quality consistent with other recent improvements in Riverfront Park. Additionally, The Falls proposes to design and construct the project at no cost to Parks of the City of Spokane and will be responsible for regular maintenance of the facility for 20 years. The letter of intent does not create a binding legal obligation on the Parties.</p>			
Motion wording:			
Motion to approve letter of intent for development of the Riverfront Park North Bank Dog Park with The Falls, LLC.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: The Falls, LLC.			
Name:		Email address:	Phone:
Distribution:			
Parks – Accounting		Garrett Jones	
Parks – Pamela Clarke		Berry Ellison	
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
Budget neutral			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input type="checkbox"/> UBI: _____		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	
Business license expiration date: _____			

June 29, 2021

City of Spokane, Parks Department
Attn: Garrett Jones, Parks Director
808 West Spokane Falls Blvd.
Spokane, WA 99201

The Falls, LLC
Attn: Larry Stone
2800 E. Main Avenue
Spokane, WA 99202

Re: Proposed Dog Park in Riverfront Park

Ladies and Gentlemen:

The purpose of this letter (the "Letter of Intent") is to set forth the preliminary interest and understanding of both the City of Spokane, by and through the Spokane Parks and Recreation Department ("Parks") and The Falls, LLC, a Washington limited liability company ("The Falls") with respect to the possibility of establishing a public dog park in Riverfront Park adjacent to a mixed-use project The Falls plans to develop. Parks and The Falls are each sometimes referred to collectively as the "Parties" and individually as a "Party."

This Letter of Intent shall not create a binding legal obligation on the Parties, or on the part of any other person or entity, until such time as definitive agreements providing for all of the terms, covenants, conditions and understandings relating to the proposed dog park are executed and binding. The Parties further represent to each other that upon the execution of this Letter of Intent they will individually and collectively exercise good faith and best efforts to take all actions reasonably necessary to fulfill the terms and intent set forth herein, subject to necessary approvals of the above-referenced definitive agreements.

1. Background and Purpose. The Falls owns certain property on the northern bank of the Spokane River and adjacent to Riverfront Park. The Falls previously received approval for a mixed-use project on this site as reflected in the Spokane City Hearing Examiner File No. Z17-418SCUP, relating to a Shoreline Conditional Use Permit Application by the Falls, LLC for a mixed-use project at 829 W. Broadway to be known as the Falls (the "Project"). As a potential amenity for the citizens of Spokane including nearby residents, The Falls has proposed to develop a dog park in Riverfront Park immediately adjacent to the Project. Parks desires to renovate the park grounds and rehabilitate the park shelter at this location to improve public safety, enhance visual access to the river corridor, and provide additional park amenities to the public. The Parties wish to set forth the conditions under which The Falls will develop a public dog park in Riverfront Park.

2. Description of Dog Park. The dog park that the Parties envision is generally depicted in Exhibit A and is envisioned to include new walkways/pathways to a river overlook, a rehabilitated park shelter, new fencing, new lighting, existing historic rock walls, renovated landscaping & irrigation, and appurtenances as required. (the “Dog Park”). It is anticipated the detailed design layout of the Dog Park and its amenities will be modified from Exhibit A in order to comply with applicable development regulations and incorporate public feedback as appropriate. The historic park shelter will be rehabilitated in a manner consistent with the requirements of the City’s Historic Preservation Office and Washington Department of Archaeology and Historic Preservation. The existing historic rock walls lining pathways to the suspension bridge will remain as will the bridge towers and existing underground utilities. All proposed improvements shall meet all permit and building requirements of authorities having jurisdiction and shall be mutually acceptable to The Falls and Parks prior to commencement of construction activity. Once completed and dedicated to Parks, the Dog Park will be integrated into Riverfront Park and will be open to the public during regular park hours and its use will be subject to all park rules including those rules specific to Riverfront Park.

3. The Falls Responsibilities.

- a. The Falls will develop the Dog Park to Parks’ satisfaction and in a manner and quality that is consistent with the other improvements that have been completed recently in Riverfront Park, and which is incorporates feedback from and is acceptable to the project design steering committee established by Parks, all at no cost or expense to Parks and/or the City of Spokane.
- b. The Falls will be responsible for detailed design of the Dog Park, including contracting and payment of consultants as required, and will also be responsible for appropriate permitting.
- c. Upon completion of the Project and subject to removal of current restrictions in the vacated portion of Post Street, The Falls shall deed to Parks that area on the eastern edge of its property as depicted in Exhibit A.
- d. Upon completion of the Dog Park, The Falls shall dedicate and donate the park and all improvements constructed thereon to Parks. Thereafter,
- e. The Falls will be responsible for regular maintenance of the Dog Park for a period of twenty (20) years.
- f. The Falls will obtain and keep in force throughout the term of the arrangement commercial general liability insurance satisfactory to Parks and naming Parks and the City of Spokane as additional insured, and The Falls will indemnify, defend, and hold Parks and the City of Spokane harmless from all claims arising from The Falls’ maintenance of the Dog Park or from any activity, work or thing done, permitted or suffered by The Falls in or about the Dog Park, except to the extent such claim resulted from the act or omission of Parks’ and/or City of Spokane employees, agents or contractors in which case the indemnify provision will be

valid and enforceable only to the extent such claim arose from the act or omission of The Falls' employees, agents, or contractors.

- g. The falls will be responsible for opening and closing the Dog Park. Dog Park shall remain open to the public for hours as established by Parks.
 - h. The Falls will be granted all naming rights to the Dog Park in keeping with Park Department naming policies for the duration of the 20 year maintenance commitment.
4. Parks' Responsibilities.
- a. Parks shall convene a design steering committee consisting of stakeholders from the park staff, businesses and residents adjacent to the proposed dog parks, and the general public to provide input during the design process.
 - b. Parks will be responsible for expenses related to utilities within the site for the duration of the agreement.
 - c. Parks will be responsible for enforcing all park rules within the Dog Park for the duration of the agreement.

4. Timing of the Dog Park Project. The Parties anticipate possible Park Board approval of definitive agreements regarding the foregoing by mid-2021. Assuming the Parties finalize such definitive agreements, the Parties anticipate design and permitting of the Dog Park in Winter 2021 through Spring 2022 and completion of the Dog Park construction by end of 2022. To facilitate development of the foregoing, each Party is requested to return this Letter of Intent by August 1, 2021.

This is a non-binding document having no legal effect. The Parties understand that all costs, expenses and fees ("Expenses") related to this Letter of Intent shall be paid by the party incurring such Expenses without recourse against the other party. No claim for Expenses or liability of any kind related to this Letter of Intent shall be based upon reliance, estoppel, or equity. In the event the Parties do not reach agreement on the public access easements and parkway, this Letter of Intent shall terminate without any liability to the Parties.

Sincerely,

Director, Spokane Parks & Recreation

City of Spokane Parks and Recreation

Signature: _____

Print name: _____

Title: _____

Date: _____

The Falls, LLC

Signature: _____

Print name: _____

Title: _____

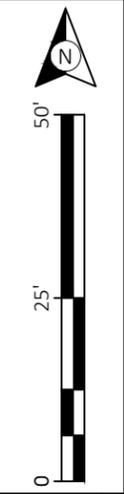
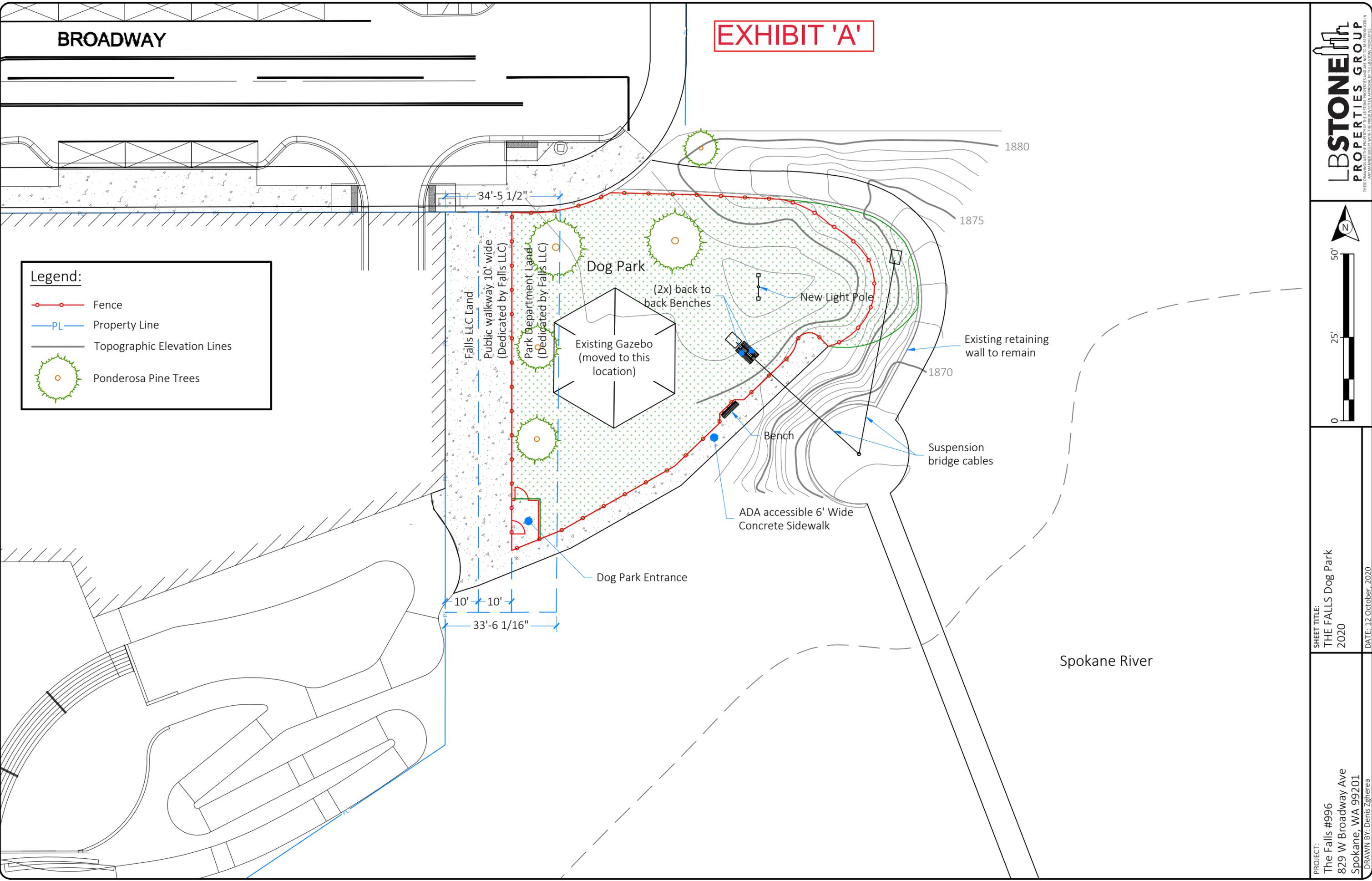
Date: _____

BROADWAY

EXHIBIT 'A'

Legend:

-  Fence
-  Property Line
-  Topographic Elevation Lines
-  Ponderosa Pine Trees



Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	July 1, 2021		
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 type="radio"/> Amendment/change order <input checked="" type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Hooptown USA Courts memorandum of understanding with Spokane Hoopfest Association		
Begin/end dates	Begins: 07/08/2021	Ends: 07/08/2024	<input type="checkbox"/> Open ended
Background/history:	City will provide Spokane Hoopfest Association exclusive use of Hooptown USA Courts for Hoopfest and league play and use of adjacent parking lot for Hoopfest event and one three-day activation annually. Hoopfest will provide 6 free public activations and contribute three thousand dollars (\$3,000) annually into Hooptown Court maintenance fund.		
Motion wording:	Approve memorandum of understanding with Spokane Hoopfest Association for use of Hooptown USA Courts		
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
If so, who/what department, agency or company:			
Name: Matt Santangelo		Email address: matt@spokanehoopfest.net	Phone: 509-624-2414
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:	Budget code:		
\$3,000	1950 account		
Vendor:	<input checked="" type="radio"/> Existing vendor	<input type="radio"/> New vendor	
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



City of Spokane
Parks & Recreation Department

**Title: MEMORANDUM OF UNDERSTANDING
BETWEEN RIVERFRONT PARK DEPT AND
SPOKANE HOOPFEST ASSOCIATION**

THIS MEMORANDUM OF UNDERSTANDING is between the **City Of Spokane Riverfront Park Department**, a municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as (“City”), and **Spokane Hoopfest Association**, whose address is 421 West Riverside Suite 115, Spokane, Washington, 99223, as the (“Hoopfest”) and, together, as the “Parties”.

WHEREAS Riverfront Park desires to activate and promote the use of Riverfront park for recreation; and,

WHEREAS Spokane Hoopfest Association desires a public facility to host youth and adult basketball; and,

WHEREAS Riverfront Park and Spokane Hoopfest Association would like to enter into this Memorandum of Understanding of their Agreement;

NOW, THEREFORE, Riverfront Park hereby partners with Spokane Hoopfest Association for the use of HoopTown USA Courts and adjacent parking lot and the Parties agree as follows:

1. TERM OF MOU.

The term of this MOU is for three (3) years to begin July 8, 2021 and ending July 8, 2024, unless amended by written agreement or terminated earlier under the provisions. This agreement may be extended by mutual agreement with written notification at least thirty (30) prior to expiration.

2. SCOPE OF WORK

City will provide Hoopfest exclusive use of HoopTown USA Courts (“Courts”) for Hoopfest and league play and use of adjacent parking lot for Hoopfest and one three-day activation annually. Hoopfest will provide 6 free public activations and contribute three thousand dollars (\$3,000) annually into Courts maintenance fund.

3. SPECIFIC TASKS:

RIVERFRONT PARK DEPARTMENT RESPONSIBILITIES:

- A. City will reserve use of Hooptown USA courts for Hoopfest league play Sunday, Tuesday and Thursday evenings between 5:00 PM and 10:00 PM during April 15 through June 1 and July 15 through September 1. Actual dates may vary within a week of this schedule and may change if mutually agreed upon by both parties.
- B. City will permit the use of Washington Street Parking lot (formerly Lot #1) for the Friday, Saturday, and Sunday of Hoopfest. Hoopfest will keep the parking lot entrance open (intersection) for official City of Spokane vehicles and employees and customers of Broadview Dairy building. The small parking lot immediately south of the Broadview Dairy building is privately owned and not subject to use through this MOU. City will work with Hoopfest to find suitable staging location for equipment the Thursday proceeding Hoopfest.
- C. City will ensure courts are free of debris, broomed clean and safe for public use prior to Hoopfest use. City will also replace all nets when worn or damaged and coordinate major repairs as needed.
- D. City will provide one period of three consecutive days in addition to Hoopfest for use of Courts for league play and parking lot for event activation. Use of dates require two-month advance notice and are subject to availability of existing confirmed park events and activities. Dates may not coincide with park concerts, holidays or other major events. Parking lot will be charged at five hundred dollars (\$500) per day of use and no additional fee will be assessed for use of Hooptown USA courts.
- E. City recognizes that Hoopfest may require use of individual parking spaces to support Hoopfest activations. City will provide individual parking spaces on as-needed basis for \$3.50 per day.
- F. City will provide reasonable storage space (approximately 36 square feet) for Hoopfest League equipment within adjacent M&O facility or yard.
- G. Riverfront will post and maintain a sign with open play and league hours on courts.

SPOKANE HOOPFEST ASSOCIATION RESPONSIBILITIES:

- A. As full consideration for the rights and privileges granted Hoopfest hereunder, Hoopfest shall pay three thousand dollars (\$3000) annually by the end of each calendar year to the Riverfront Park Hooptown USA Courts reserve fund.
- B. Hoopfest will complete use of courts with sufficient in order to secure storage items inside M&O facility or yard by 10:00 PM.
- C. Hoopfest agrees, at their expense, to maintain (repair or replace) displays in the small adjacent shelter for Hoopfest Hall of Fame and court's sound system.
- D. Hoopfest will ensure courts and immediate area is free of trash and spills after each use.
- E. Hoopfest to provide six (6) free annual public activation to be mutually agreed upon. Each activation is considered one per day. Public activations are considered to be small community engagement events such as a basketball fitness series or clinic provide free of cost to the city and attendees.

- F. Hoopfest agrees to abide by all park rules and will ensure compliance of their staff and participation to the best of their ability.

4. TERMS FOR PARK USAGE / EXCLUSIONS:

- A. The standard Court configuration is defined as five basketball hoops at standard height without foam post pads or as mutually agreed by both parties. Modifications to the configuration Courts will be the responsibility of the requesting party. Changes to standard configuration shall be restored to standard configuration following each use. Damage resulting from modifications will be the responsibility of the facilitating party to repair. Pads will be stored at City M&O facility for Hoopfest use.
- B. Hoopfest may secure sponsorships for the Hooptown USA Courts and basketball hall of fame, which will be subject to written approval by the City. Sponsorships may not conflict with current park sponsorship agreements or activity. City reserves the right to sell sponsorship and activate the courts and hall of fame with current or future park sponsors. Both City and Hoopfest shall be entitled to a twenty percent (20%) commission payable directly to itself on any sponsorship fees associated with the courts or hall of fame, less any costs associated with securing the sponsors and/or sponsorship activation. Hooptown and City will share the remainder of the sponsorship fee equally between parties.
- C. Nothing in this MOU is intended to establish exclusive user rights of the Hooptown USA Courts. City reserves the right to permit use of Hooptown USA courts to other parties so as long as it does not impact scheduled dates for Hoopfest and league play.
- D. City reserves the right to delay, cancel, or suspend use of any Riverfront Park facility, including Hooptown USA courts and parking lot, with or without notice due to emergent conditions or situations including but not limited to: medical responses, law enforcement situations, noncompliance with park rules/usage agreement, or any other situation where preservation of public safety and peace outweigh the necessity to use the facility.
- E. City reserves the rights to food and beverage services. Food and beverage service including the sale, distribution or sampling of beverages must be pre-approved and coordinated directly with Riverfront Park management.
- F. Hoopfest shall have administrative access to use fixed sound system during times of Hoopfest activation on Hooptown USA Courts. All amplified sounds and music whether through Hooptown USA Court sound system or other sources must comply with City ordinance. Amplified sound may not be played after 10:00 pm.
- G. Hoopfest is responsible for obtaining any special event permits and agreements for event activity outside of league play and will comply with other city-mandated permitting regulations. Hoopfest agrees to adhere to Riverfront Park's event Terms of Use

5. TAXES, FEES AND LICENSES.

- A. Hoopfest shall pay and maintain in current status, all necessary licenses, fees,

assessments, permit charges, etc. necessary to conduct the work included under this MOU. In addition, Hoopfest shall pay leasehold excise tax applicable to this MOU, if any. It is Hoopfest's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this MOU shall be included in the project budgets.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Hoopfest agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

The parties shall mutually indemnify, defend, indemnify, and hold the other and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Hoopfest's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require Hoopfest to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Hoopfest's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant/Contractor/Company, its agents or employees. The Hoopfest specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor/Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Hoopfest recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE.

Hoopfest is required to provide insurance coverage in addition to what the city has in place.

- A. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Hoopfest activities under this Agreement.
- B. Property Damage and Loss of Use Insurance for Hoopfest's personal property. Furthermore, Hoopfest may purchase and maintain such insurance as will insure against loss of use of the premises due to fire or other hazards, however caused as Hoopfest waives all rights of actions against the City for loss of use of the premises, including consequential losses, due to fire or other hazards, however caused.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from Hoopfest, or its insurer(s), to the City. As evidence of the insurance coverages required by this Agreement, Hoopfest shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured, include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. Hoopfest shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. TERMINATION.

Either party may terminate this MOU, with or without cause, by ten (10) days written notice to the other party.

10. ANTI KICK-BACK.

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

11. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION. (Attachment A)

Hoopfest has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

12. MISCELLANEOUS PROVISIONS:

- A. **Amendments/Modifications:** This MOU may be modified by the City in writing when necessary, and no modification or Amendment of this MOU shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. This MOU shall be construed and interpreted under the laws of Washington. The venue

of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

- C. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- D. **Waiver:** No covenant, term or condition shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of a breach of any covenant, term or condition shall not be deemed a waiver of any succeeding breach of the same. The acceptance by the City of any performance by Hoopfest shall not constitute a waiver by the City or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- E. Hoopfest, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

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

SPOKANE HOOPFEST ASSOCIATION

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Attest:

City Clerk

Approved as to form:

Assistant City Attorney