



## Spokane Park Board

3:30 p.m. Thursday, April 14, 2022  
WebEx virtual meeting

### Park Board members

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Barb Richey (Left: 4:30 p.m.)
- X Hannah Kitz (Arrived: 3:32 p.m.)
- Kevin Brownlee (Absent/excused)
- X Christina VerHeul
- X Jonathan Bingle – City Council liaison  
(Arrived: 3:50 p.m.)

### Parks staff

- Jason Conley
- Mark Buening
- Fianna Dickson
- Nick Hamad
- Mark Poirier
- Jonathan Moog
- Berry Ellison
- Ryan Griffith
- Kris Behr
- Pamela Clarke

### Guests

- Terri Fortner
- James Richman
- Kelly Brown
- Nicolette Ocheltree

## MINUTES

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

1. **Roll call and introduction of new Park Board member Christina VerHeul:** Jennifer Ogden introduced and welcomed Christina VerHeul who was appointed by City Council March 28 to serve on the Park Board.

*Hannah Kitz arrived at 3:32 p.m.*

2. **Additions or deletions to the agenda**

A. None

3. **Public comment**

A. None

4. **Consent agenda**

A. Administrative and committee-level items

- 1) [March 10, 2022, regular Park Board meeting minutes](#)
- 2) [Claims - March 2022 \(\\$1,645,935.30\)](#)
- 3) [Ventrac/Turf Star 4520 Tractor accessories purchase \(not to exceed \\$48,000\)](#)
- 4) [Caterpillar/Western States backhoe lease \(\\$80,000 over four years/\\$20,000 annually\)](#)
- 5) [Washington State Recreation and Conservation Office/2022 grant-authorizing resolutions \(no cost\) – Nick Hamad](#)

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

Greta Gilman seconded.

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

5. **Special guests**

A. None

6. **Financial report and budget update** – Mark Buening presented the [March financial report and budget update](#) comparing current revenues and expenditures with a two-year budget average. The March operating expenditures for the Park Fund are almost \$240,000 more than the historic budget average. Year-to-date revenues are almost \$246,000 above the budget average. Revenues are exceeding expenditures by approximately \$1.68 million. The March operating expenditures for the Golf Fund are about \$12,100 less than the budget average. Year-to-date revenues are approximately \$47,000 less than the budget average. Revenues are exceeding expenditures about \$168,000 year-to-date. There is approximately \$90,600 remaining in the \$68.4 million Riverfront Park redevelopment budget.

7. **Special action items**

A. [Proposed language added to Spokane Municipal Code Chapter 04.11 relating to Park Board member terms](#) – Jennifer Ogden presented proposed changes to Spokane Municipal Code Chapter 04.11 relating to Park Board member terms. Currently, SMC 04.01.030 reads: Unless otherwise specifically prohibited by the document creating the appointment to a City board, commission or agency, the incumbent members appointed by the city council shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position. The proposed language change to Section 04.11.015 reads as follows: Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of his or her term. If approved by the Park Board, the recommendation will come before City Council for consideration and approval.

**Motion No. 2:** Jennifer Ogden moved to approve the proposed added language to Spokane Municipal Code Chapter 04.11 relating to Park Board member terms and to make the recommendation to the City Council for adoption.

Bob Anderson seconded.

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

B. [Park Board committee assignment/Christina VerHeul](#) – Jennifer Ogden presented a proposal to assign Christian VerHeul to the Development and Volunteer Committee. The DVC is comprised of four Park Board members; one DVCAC member; and three members from business/community. For the past nine months, Christina VerHeul has served as a community at-large representative on the DVC. Since Christina is now a member of the Park Board, it is proposed she be appointed as a Park Board representative on the DVC resulting in one community at-large vacancy on the committee.

**Motion No. 3:** Jennifer Ogden moved to appoint Christina VerHeul to the Development and Volunteer Committee as a Park Board representative.

Gerry Sperling seconded.

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

*Councilmember Bingle arrived at 3:50 p.m.*

8. **Special discussion/information items**

A. [Riverfront Park Dog Park update](#) – Berry Ellison presented an update on the proposed dog park at Riverfront Park. The Spokane Humane Society donated \$250,000 to create a dog park in Riverfront Park in celebration of their 125th anniversary. The Forestry Shelter and Marmot Meadow are part of the proposed location. Fianna Dickson organized a community survey regarding the proposed dog park and approximately 1,500 responses have been submitted by the public. Questions on the survey gauged the public's estimated frequency of use, preferred landscape design and preferred equipment types. Once survey results are compiled, design concepts will be developed and presented. It is estimated 75% design will be available by early May at a public meeting/workshop. Final drawings and renderings will be completed by the first week of June and fundraising materials will be completed at that time. A design unveiling is scheduled during the Parade of Paws June 18.

9. **Committee reports**

**Urban Forestry Tree Committee:** April 5, 2022, Kevin Brownlee

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. May 3, 2022, via WebEx.

**Golf Committee:** April 12, 2022, Gerry Sperling

A. Action items: None

B. The next scheduled meeting is 8 a.m. May 10, 2022, via WebEx.

**Land Committee:** April 6, 2022, Greta Gilman

A. [Gonzaga University donation memorandum of understanding/Don Kardong Bridge large overlook \(\\$50,000\)](#) – Nick Hamad presented the proposed MOU with Gonzaga University codifying the donation of \$50,000 towards the construction of one large overlook on the Don Kardong Bridge in exchange for an interpretive display to be placed on the new overlook to be constructed as a part of the Don Kardong Bridge rehabilitation project. Nick explained the Don Kardong Bridge and overlook are in need renovation. Parks and Gonzaga University, who both maintain the bridge, would like to enter into this 50-year agreement which is the lifespan of the improvement. In addition to the \$50,000 donation, Gonzaga will provide an easement used as a staging area for park equipment and employees during the renovation. The value of the easement is \$72,000 but would cost Parks \$1 with a total contribution value of \$121,990. Greta Gilman reminded the board this agreement does not involve naming rights and the bridge will maintain its name as the Don Kardong Bridge. Nick explained construction is scheduled to begin May and the contractor is required to have the project completed and open to the public by April 1, 2023. The desire is to have it completed by end of 2022.

**Motion No. 4:** Greta Gilman moved to approve the Gonzaga University donation memorandum of understanding relating to the Don Kardong Bridge large overlook.

Nick Sumner seconded.

Motion passed with unanimous consent (10-0 vote).

B. The next scheduled meeting is 3:30 p.m. May 4, 2022, via WebEx.

**Recreation Committee:** April 6, 2022, Sally Lodato

A. Action items: None

B. [Sports fields improvement fee proposal](#) – Jason Conley presented a brief overview of the proposed sports field improvement fee which is scheduled to come before the

board for consideration at the April 28 special Park Board meeting. Jason explained the sports turf was installed at Dwight Merkel in 2009 and is past its expected lifespan. The fee will aid in establishing a funding mechanism to all user groups for maintenance and improvements. The three sports fields (Dwight Merkel, Franklin and Southeast Sports Complex) will incur a \$5 per booking fee. The tier 2 and tier 3 fields will incur a \$1 increase per hour, and there will be a \$10 increase for youth on the winter synthetic turf fields. Based on past bookings, this should add approximately \$45,000 to the SFIF fund beginning in 2023.

C. The next scheduled meeting is 5:15 p.m. May 4, 2022, via WebEx.

**Riverfront Park Committee:** April 11, 2022, Nick Sumner

A. Action items: None

B. The next scheduled meeting is 4 p.m. May 9, 2022, via WebEx.

*Barb Richey left the meeting at 4:30 p.m.*

**Finance Committee:** April 12, 2022, Bob Anderson

A. [Sponsorship naming opportunities list](#) – Fianna Dickson presented the proposed list of sponsorship naming opportunities which is meant to identify all of the places and programs available for naming sponsorship. If the list is approved by the Park Board, a staff team would take the following next steps: 1) Determine what assets make sense to coordinate in-house, and which are best suited for a professional sponsorship sales consultant (or similar); and 2) draft a Request for Proposals (or similar) for a professional consultant to build and sell packages, soliciting potential sponsors on our behalf, and providing expertise around pricing, structure and approach.

**Motion No. 5:** Bob Anderson moved to approve the sponsorship naming opportunities list as presented.

Nick Sumner seconded.

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

B. The next regularly scheduled meeting is 3 p.m. May 10, 2022, via WebEx.

**Development & Volunteer Committee:** March 17, 2022, Bob Anderson

A. No action items

## 10. **Reports**

A. President: Jennifer Ogden

1. Special Park Board meeting – Jennifer reminded the board of the special Park Board meeting scheduled for 10:30 a.m. Thursday, April 28, preceding the joint City Council/Park Board study session at 11 a.m. April 28.

2. Joint City Council/Park Board study session – In preparation for the April 28 study session, Jennifer requested each Park Board Committee Chair prepare a brief overview of each committee's activities. These written briefs should be submitted by April 21. The reports will be made available to City Council prior to the meeting. At the study session committee chairs are encouraged to go over highlights only, and provide updated information if applicable, keeping their comments to 3 minutes or less. This will allow the study session to have more time for healthy discussion and brainstorming rather than reviewing committee reports.



## B. Liaisons

1. Conservation Futures: Nick Sumner – No updates at this time.
2. Parks Foundation: Barb Richey – No updates at this time.
3. City Council – Jonathan Bingle
  - a) 20-mph speed limit – City Council elected to defer a decision on the 20-mph speed limit next to park locations.
  - b) Parks capital improvement and SEEK Fund funding – City Council recently approved \$1.3 million for Parks Capital Improvement Program and capital reserves. Council also recently approved an SBO for a \$132,895 expenditure authority for the SEEK Fund.
  - c) Don Kardong Bridge renovation project funding – Councilmember Bingle explained the majority of the council is supportive of approving additional funding to cover the additional construction cost on the Don Kardong Bridge renovation project. They are looking at increasing the ARPA ask from \$750,000 to the full \$1.5 million.

## C. Director: Garrett Jones

1. Golf Pro Mark Gardner – Mark will be inducted into the Pacific Northwest Golf Association Hall of Fame April 23.
2. Scott Niemeier – Garrett congratulated Scott on his retirement April 1 following 32 years with Parks and Recreation.
3. Washington Recreation and Parks Association annual conference – Garrett and some Parks staff are currently in Bellevue attending the annual conference. Jennifer Papich has served as WRPA president for the past year and her term will end at the conclusion of the conference.

D. [Marketing and communications report](#) – The first quarter 2022 marketing report was included in the agenda packet and was not presented as a presentation.

## 11. Executive Session

A. None

## 12. Correspondence

A. Letters/email: None

## 13. Adjournment: The meeting was adjourned at 4:45 p.m.

## 14. Meeting dates

### A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. May 3, 2022, via WebEx

Land Committee: 3:30 p.m. May 4, 2022, via WebEx

Recreation Committee: 5:15 p.m. May 4, 2022, via WebEx

Riverfront Park Committee: 4 p.m. May 9, 2022, via WebEx

Golf Committee: 8 a.m. May 10, 2022, via WebEx

Finance Committee: 3 p.m. May 10, 2022, via WebEx

Development & Volunteer Committee: 3 p.m. April 20, 2022, via WebEx

### B. Park Board: 3:30 p.m. May 12, 2022, via WebEx

### C. Special Park Board meeting: 10:30 a.m. April 28, 2022, via WebEx

### D. City Council/Park Board Joint Study Session: 11 a.m. April 28, 2022, via WebEx

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



## Spokane Park Board

3:30 p.m. Thursday, March 10, 2022  
WebEx virtual meeting

### Park Board Members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling (Arrived: 3:34 p.m.)
- X Barb Richey
- Hannah Kitz (Absent/excused)
- X Kevin Brownlee
- Jonathan Bingle – City Council liaison (Absent/excused)

### Parks Staff:

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

### Guests:

- Terri Fortner
- Kelly Brown

## MINUTES

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

1. **Roll call:** Jennifer Ogden  
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) Feb. 10, 2022, regular Park Board meeting minutes
  - 2) Claims – February 2022 (\$2,206,107.05)
  - 3) SBO for additional \$132,895 expenditure authority for Fund 1400 related to SEEK Fund
  - 4) SBO for transfer of \$1.3 million from Fund 1400 to Fund 1950
  - 5) Association of Washington Cities SEEK Fund contract

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

Kevin Brownlee seconded.

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

5. **Special guests**  
A. None

6. **Financial report and budget update** – Mark Buening presented the 2021 year-end report, and the February financial report and budget update.

*Gerry Sperling arrived at the meeting at 3:34 p.m.*

1) 2021 year-end report

- a. Park Fund – Last year's Park Fund operating expenditures were almost \$540,000 less than the historic budget average. Revenue was almost \$98,000 more than the historic budget amount. Last year's revenues exceeded expenditures by approximately \$1.35 million for the Park Fund.
- b. Golf Fund – The 2021 Golf Fund operating expenditures were about \$637,000 more than the historic budget amount. Revenues were almost \$921,000 more than the revenue budget average. Total revenues exceeded expenditures more than \$1.07 million for the Golf Fund last year.

2) February financial report

- a. Park Fund – The February operating expenditures for the Park Fund are about \$138,000 more than the historic budget average. Year-to-date revenues are almost \$81,000 more than the historic budget average. Operating expenditures are approximately \$1.51 million less than actual revenues.
- b. Golf Fund – Operating expenditures for the Golf Fund are about \$43,000 less than the budget average. Year-to-date revenues are about \$42,000 less than the historic revenue budget. YTD revenues are about \$33,250 less than the expenditures.
- c. Riverfront Park redevelopment bond project – The \$68.4 million Riverfront Park redevelopment budget has a remaining fund balance of approximately \$91,000.

7. **Special discussion/action items**

A. Park Board committee assignments – Jennifer Ogden

**Motion No. 2:** Jennifer Ogden moved to approve the 2022 Park Board committee assignments as presented.

Bob Anderson seconded.

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

8. **Committee reports**

**Urban Forestry Tree Committee:** March 1, 2022, Jennifer Ogden

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. April 5, 2022, via WebEx.

**Golf Committee:** March 8, 2022, Gerry Sperling

A. Action items: None

B. The next scheduled meeting is 8 a.m. April 12, 2022, via WebEx.

**Land Committee:** (The March 2 meeting was canceled.) Greta Gilman

A. Action items: None

B. The next scheduled meeting is 3:30 p.m. April 6, 2022, via WebEx.

**Recreation Committee:** (The March 2 meeting was canceled.) Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. April 6, 2022, via WebEx.

**Riverfront Park Committee:** March 7, 2022, Nick Sumner

A. Coffman Engineers contract amendment #2/Expo Butterfly design (\$28,000, no tax) – Berry Ellison presented the proposed contract amendment #2 with Coffman Engineers for design work on the Expo Butterfly in the amount of \$28,000. Coffman Engineers and specialty consultant Guildworks worked with staff to develop design aerodynamics, stability, safety, aesthetics and cost of building a new butterfly. As design progressed, several challenges were encountered which expanded the engineering scope of work. Additional engineering of the counterbalance cradle and end-stop cradle, as well as discovering the magnitude of cost of machined aluminum fittings was determined to be unfeasible. Additional wind-load testing and calculations are required to adequately size alternate materials and joint connections. The required additional work has engineering fee impacts and adds six weeks to the schedule.

- 1) Discussion – Terri Fortner asked if the Parks Foundation will be partnering with Parks on this project. She explained the foundation has the second Expo Butterfly as part of the Campaign fundraising project. She recalled previous meetings when staff, Park Board and the Foundation Board met to discuss what was needed to repair the original butterfly after it blew down during the January 2021 windstorm. She asked if the plan was to have one design used for both or all butterflies. Garrett and Berry addressed the question explaining Phase I, in the amount of \$27,500, was paid for out of the Campaign. City Council approved funding of about \$890,000 out of the General Fund to cover the remaining cost of repair. Parks applied for FEMA funds to cover damages from the 2021 windstorm. Up to 75% of the wind damage cost may come from FEMA funding. Once those funds are awarded, those funds will be used to reimburse the General Fund. Garrett explained he will get back to Terri with specifics on what was included in the FEMA request.

**Motion No. 3:** Nick Sumner moved to approve contract amendment #2 with Coffman Engineers for design work on the Expo Butterfly in the amount of \$28,000, no tax.

Gerry Sperling seconded.

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

B. The next scheduled meeting is 4 p.m. April 11, 2022, via WebEx.

**Finance Committee:** March 8, 2022, Bob Anderson

A. Action items: Recommendations were presented as consent agenda items.

B. The next regularly scheduled meeting is 3 p.m. April 12, 2022, via WebEx.

**Development & Volunteer Committee – Bob Anderson**

A. No action items

B. The next scheduled meeting is 3 p.m. March 17, 2022, via WebEx.

**9. Reports**

A. President: Jennifer Ogden

1. Joint City Council/Park Board study session – Jennifer reminded the Park Board and staff that a joint City Council/Park Board study session is scheduled for 11 a.m. Thursday, April 28.

B. Liaisons

1. Conservation Futures: Greta Gilman – No updates were reported.
2. Parks Foundation: Barb Richey reported the Spokane Humane Society gifted \$250,000

for the creation of a dog park at Riverfront Park. Design plans are expected to be unveiled at the ceremonial groundbreaking at Riverfront Park as part of the Humane Society's Parade of Paws event June 18. Terri reported the Pints and Paws event at Brick West Brewing benefitting the Riverfront Park dog park is also scheduled for June. A Pints for Parks fundraising at Brick West is planned for May.

3. City Council: Jonathan Bingle – No updates were reported.

C. Director: Garrett Jones

1. Financial picture – Garrett attributed the healthy 2021 financial picture to the support and leadership of the Park Board and staff's tremendous work throughout the year.
2. Don Kardong Bridge – Bids are due April 4 which means the Park Board will have the opportunity to award the contract at the April 14 board meeting.

10. **Executive session**

A. None

11. **Correspondence**

A. Letters/email: None

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

13. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. April 5, 2022, via WebEx

Land Committee: 3:30 p.m. April 6, 2022, via WebEx

Recreation Committee: 5:15 p.m. April 6, 2022, via WebEx

Riverfront Park Committee: 4 p.m. April 11, 2022, via WebEx

Golf Committee: 8 a.m. April 12, 2022, via WebEx

Finance Committee: 3 p.m. April 12, 2022, via WebEx

Development & Volunteer Committee: 3 p.m. March 17, 2022, via WebEx.

B. Park Board: 3:30 p.m. April 14, 2022, via WebEx

C. Joint City Council/Park Board Study Session: 11 a.m. April 28, 2022, via WebEx

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



**CITY OF SPOKANE PARK AND RECREATION DIVISION  
MARCH 2022 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - APRIL 14, 2022**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	728,173.73
MAINTENANCE & OPERATIONS	\$	620,201.24
CAPITAL OUTLAY	\$	19,948.17
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	96,505.16

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY	\$	1,619.73
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**GOLF:**

SALARIES & WAGES	\$	91,991.51
MAINTENANCE & OPERATIONS	\$	86,847.21
CAPITAL OUTLAY	\$	648.55
DEBT SERVICE PAYMENTS	\$	-
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>1,645,935.30</b>

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		
<b>Committee meeting date</b>	April 6, 2022		
<b>Requester</b>	Al Vorderbrueggen	<b>Phone number:</b> 363-5464	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Ventrac/Turf Star 4520 tractor accessories purchase (not to exceed \$48,000)		
<b>Begin/end dates</b>	Begins: 04/15/2022	Ends: 12/31/2022	<input type="checkbox"/> Open ended
<b>Background/history:</b> Park Operations is requesting approval for the purchase of a Ventrac tractor system, not to exceed \$48,000. The Ventrac is a versatile all-in-one mower/chopper/field prep/snow plow/snow blower system. An actual dollar amount is currently unavailable as the specific attachments required is still under consideration. This machine would be for the Dwight Merkel facility as well as the trails.			
<b>Motion wording:</b> Move to approve the purchase of Ventrac tractor system not to exceed \$48,000.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Al Vorderbrueggen Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$48,000    Budget code: 1950-54500-94000-56401-99999			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 603-059-455    Business license expiration date: 11/30/2022 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



Prepared For:

Larry Marsh  
City of Spokane Parks  
Spokane, WA

Sold & Serviced by:

Turf Star, Inc. - Spokane  
Kelly D Bowen  
2824 E Garland  
Spokane, WA 99207  
Phone: 5097011467



# HQ682

TOUGH CUT



- Flat-Free Caster Wheels Standard
- Integrated Tie Down Points
- Multiple Cutting Height-Easily Adjustable
- Heavy Duty Construction
- 3 Heavy Duty Blades - Cuts without Windrowing
- Easy Connect Hood Design
- Out-Front Deck for Excellent Visibility
- Cuts Material Before Driving Over



## TOUGH CUT

Model	HQ682
Stock Code	39.55118
Width of Cut	68 inches (173 cm)
Number of Blades/Type	3 blades, 5/16 x 2½ x 23 inches (79mm x 6.35cm x 58cm)
Cutting Height (with Swivel Wheels Removed)	3 – 4¼ inches
Cutting Height	3½ - 7 inches (89 to 178 mm)
Deck Construction	Multi Gauge, 5/16 inch (7.9 mm) at spindle mount
Spindles/Pulleys	Field Serviceable w/ Top Grease Fittings

### Optional Accessory

Swivel Wheel Kit	70.8213
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### Dimensions

Length	59 inches (150 cm)
Width	69 inches (175 cm)
Height	22 inches (56 cm)
Weight	475 lbs (215.5 kg)

All specifications subject to change without notice or obligation

## STANDARD FEATURES

- Rear Adjustment for Deck Pitch
- Heavy Duty Blades
- Tilt-Up Deck
- Ventrac Mount System
- Front Castor Wheels

## OPTIONAL ACCESSORIES

- Flip Up Kit



The HQ682 **Tough Cut Mower** is the mower of choice for mowing high grass, thick weeds, and heavy brush. A large baffled front opening assists in directing materials into the deck and helps hinder debris from escaping. Three heavy-duty blades counter rotate to cut and deposit waste evenly without windrowing. Capable of tackling saplings and large thorn bushes, the Tough Cut makes short work out of overgrown thickets.

The HQ682 comes with front caster wheels as a standard feature. Four tie-down points have been added for secure trailering.

The Tough Cut has three adjustable cutting heights: 3, 3 5/8, and 4¼ inches. Easy servicing of belts and pulleys is provided by the hinged and removable cover. The manual tilt-up deck provides access under the deck. A hydraulic flip-up kit is available as an option for easier access to the underside of the deck for cleaning and blade replacement.

TRACTOR COMPATIBILITY KEY:



# KV552

V-BLADE



- Cut Through Deep Snow
- Put Snow Where You Want It
- Hydraulic Angle Control
- Full Trip Blade



## V-BLADE

Model	KV552
Stock Code	39.55271
Required 12 Volt Switch/Plug Kit for 4500 Tractor	70.4104
Hydraulic Power Angle	Independent cylinders
Blade Wing Selection	Electric Solenoid
Spring Trip	Mechanical On/Off
Max Wing Angle (Left/Right)	30 Degrees
Adjustable Skid Shoes	Standard

### Optional Accessories

Top Deflection Flap	70.8044
Flare Kit, 12/6 inch extension (31/15 cm)	70.8046
Straight Extension Kit, 6 inch (15 cm)	70.8047
Polyurethane Cutting Edge	70.8048

### Dimensions

Length, Wings Back	38 inches (96 cm)
Length with 4000 Series Tractor	105.75 inches (269 cm)
Width, Wings Back	48 inches (122 cm)
Width, Wings Straight	55 inches (140 cm)
Width, Wings Forward	48.5 inches (123 cm)
Height	24 inches (61 cm)
Weight	240 lbs (109 kg)

All specifications subject to change without notice or obligation

## STANDARD FEATURES

- Hydraulically angle either wing  
(Requires 12 Volt Switch Plug Kit)
- Adjustable cast iron skid shoe discs
- Adjustable Spring controlled trip mechanism
- Trip Lockout Pin for Digging in material
- Reversible, Changeable Cutting Edge
- Center mounted skid shoe

## Optional Accessories

- Top Deflection Flap
- 1½ inch Flare Extension kits
- Polyurethane Cutting Edge
- 6" Straight Ext Kit

TRACTOR COMPATIBILITY KEY:



## HYDRAULICALLY ANGLE EITHER WING



The 55-inch wide Ventrac KV552 V-Blade maximizes efficiency with the ability to quickly change from V-plow to scoop to straight blade, all from the convenience of Ventrac's exclusive S.D.L.A. Control System. With a 48" V width, the KV552 is ideal for walks and areas that larger blades are unable to plow.

Standard features include hydraulically activated wing cylinders, mechanical trip, adjustable cast iron skid shoe discs, reversible high carbon hardened steel cutting edges, and a center shoe for gliding over rough terrain. Pivot points are fully greasable to ensure proper operation, even in the worst environments.





# KX

SNOW BLOWER



- Perfect For Snow And Site Cleanup
- Move Winter's Worst
- Hydraulic Chute Rotation
- Throws Snow Up To 40'



# SNOW BLOWER

Model	KX523	KX480
Stock Code	39.55427	39.55428
Auger	Double spiral serrated	
Two Stage	Standard	
Paddles	4	
Chute	Rotates 220 degrees	
Throwing Distance <sup>1</sup>	Approx 35-40 feet (10.6-12.2 meters)	

## Optional Accessories:

Chute Actuator	70.8025
12 Volt Switch/Plug (required for actuator)	70.4039
Deep Snow Auger Kit	70.8072

## Dimensions:

Length	49 inches (124.5 cm)	49 inches (124.5 cm)
Width	52 inches (132 cm)	48 inches (122 cm)
Height	56.5 inches (144 cm)	56.5 inches (144 cm)
Weight	517 pounds (235 kg)	490 pounds (222 kg)
Shipping Weight	625 pounds (283.5 kg)	625 pounds (283.5 kg)

<sup>1</sup> Dependent on wind and snow conditions

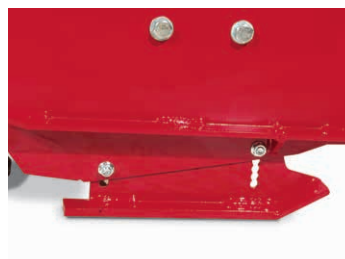
All specifications subject to change without notice or obligation

## STANDARD FEATURES

- 2-Stage System
- Double spiral serrated auger
- Double hinged chute deflector with optional electric actuator
- Standard hydraulic controlled
- 220 degree rotation discharge chute
- Extra heavy-duty shaft and bearings
- Chute guard quick release rubber latches
- Chute liners to reduce snow leakage
- Front crossbar protection bumper
- Cleanup stick for dislodging clogged snow
- Ventrac Mount System

## Optional Accessories

- 12 Volt Chute Actuator (requires 12 Volt Switch/Plug Kit)
- Deep Snow Auger Kit



3/8 inch thick abrasive resistant steel adjustable side skid shoes



One piece, shaft mounted adjustable cast iron skid shoe discs

Ventrac Snow Blowers are built for commercial snow clearing operations of sidewalks, driveways, and other areas. Available in width options of 48" and 52", these two stage snow blowers feature a 16" diameter solid auger for best snow transfer, a large 20" diameter fan, and the ability to launch snow at distances up to 40 feet.

Standard features include adjustable cast iron skid shoe discs at the rear, high carbon hardened steel shoes at the side, and a reversible high carbon hardened steel cutting edge.

The hydraulically activated discharge chute can rotate 220 degrees, all from the convenience of the operator's seat, using Ventrac's exclusive S.D.L.A. control system. Chute deflection is manually adjustable and an electric chute deflection controller is optional.





Shown with Turf Tires

### SPECIFICATIONS

Stock Code

All Terrain	70.4067 (1 kit per tractor)
Turf	70.4068 (1 kit per tractor)
Bar	70.4069 (1 kit per tractor)
Weight	80 lbs (36.25 kg) (per axle)
Additional Tractor Width	24 inches (12 inches/tire) (61 cm)

All specifications subject to change without notice or obligation

#### Note:

- (A) Do NOT use dual wheels when using the Ventrac VERSA-Loader.
- (B) Engine manufacturers' maximum angle of operation is 25° for continuous use (all directions) and 30° intermittent use\*. The 4500P Kawasaki DFI is rated for 30° continuous use.
- (C) Do NOT use with Wheel Extensions

\* Intermittent use is up to 10 minutes on the slope, then return to level ground before returning to the slope.

Dual Wheels are available for the 4000 series tractors. They are designed to increase stability, traction, and safety on slopes. Dual wheels are also great for reduction of soil compaction on delicate ground. Once the dual hubs have been installed on each wheel, the duals can be quickly mounted and dismounted.\*

Duals are recommended for sandy soils or where a broad distribution of tractor weight is desired, including when driving sideways on slopes greater than 20 degrees (not to exceed 30 degrees).

Duals are only one of numerous considerations for safety on slopes; speed, terrain, irregularities, and stopping the unit are other serious factors to consider for safe operation of the tractor.

\*Recommended tire pressure for dual wheels can be found in the 4500 operator manual and also on the sticker inside of the hood



Shown with Standard Tires

TRACTOR COMPATIBILITY KEY:



500 Venture Drive  
 Orrville, OH 44667  
 1.866.836.8722

Fax: 330.683.0000  
[www.ventrac.com](http://www.ventrac.com)  
[info@ventrac.com](mailto:info@ventrac.com)



# 4520

TRACTOR



- 30+ Attachments
- All Wheel Drive
- Ventrac Mount System
- Flex Frame Design
- Commercial Duty Construction
- Light Footprint



# 4520 TRACTOR

Model Comparison	4520K VANGUARD Big Block	4520P KAWASAKI DFI	4520Y KUBOTA Diesel	4520Z KUBOTA
Stock Codes	39.51130	39.51207	39.51209	39.51208
Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Optional	Standard	Standard	Standard
Engines				
Engine	Vanguard M54	Kawasaki FD851D DFI	Kubota D902	Kubota WG972-GL
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm	3600 rpm
Horsepower	31	31	25	32.5
Peak Torque	47 ft lb	47 ft lb	42 ft lb	51 ft lb
Displacement	896cc	824cc	898cc	962cc
Cylinders	2	2	3	3
Engine Oil	Ventrac Full Synthetic 10W30			
Cooling	Air	Liquid	Liquid	Liquid
Fuel Type	Gasoline	Gasoline	Diesel	Gasoline
Fuel Capacity	6 gal	6 gal	6 gal	6 gal
Fuel Economy^^	1.6 gal/hr	1.2 gal/hr	1.1 gal/hr	1.5 gal/hr (gas)
Slope Rating (continuous/intermittent)	25°/30°	30°/30°	20°/30°	20°/30°
Alternator	50 Amp	30 Amp	60 Amp	60 Amp
Dimensions				
Weight with standard hitch	*1385 lb (628 kg)	1620 lb (735 kg)	1705 lb (773 kg)	1690 lb (767 kg)
Weight with accessories kit	1610 lb (730 kg)	N/A	N/A	N/A
Weight with 3-point hitch	1690 lb (767 kg) w/ accr kit	1700 lb (771 kg)	1785 lb (810 kg)	1770 lb (803 kg)
Length with standard hitch (ROPS up)	81.5 inches (207 cm)			
Length with 3-point hitch	92 inches (234 cm)			
Width	48.5 inches (123 cm)			
Width with wheel extensions	54.5 inches (138.5 cm)			
Width with duals	73 inches (185.5 cm)			
Wheelbase (front axle to rear axle)	45 inches (114 cm)			
Height (ROPS up)	68 inches (173 cm)			
Height (ROPS down)	54 inches (137 cm)			
Turning Radius (single tires, standard position)	39 inches (99 cm)			
Turning Radius (position 2)	54 inches (137 cm)			
Turning Radius (position 3)	68 inches (173 cm)			
Oscillation amount (@ wheel)	7.5 inches (19 cm)			
Ground Clearance	5 inches (13 cm)			
^^ Fuel Economy tested with HM602 mower for comparison purposes. Application conditions & attachment will affect fuel economy.				
All specifications subject to change without notice or obligation				





The Ventrac 4520 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4520 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4520 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

## Over 30 Ventrac Mount Attachments

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.

## STANDARD FEATURES

- Pre-Wired Plug & Play Wiring Harness
- Premium Comfort Seat
- Advanced Electronic Instrument Panel
- 6 Function Warning Gauge & Alarm
- Conveniently Located PTO Belt Tensioner
- On-board Diagnostic System
- Sealed Electrical System
- Thermostatically Controlled Oil Cooler
- Battery Disconnect Switch with Circuit Breaker
- Automotive Style Parking Brake
- Universal PTO Switch
- S.D.L.A. Operator Controls
- Weight Transfer System\*
- \*Optional on 4520K, standard on other 4520 Models
- USB Charger

## Optional Accessories:

- Turf Tires, Chains
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- Dual Wheel or Wheel Extensions for Slope

Visit [www.ventrac.com/accessories](http://www.ventrac.com/accessories) for full list.



# 4520 TRACTOR (cont.)

## Electrical

Battery	475 CCA (Group 51R)
Voltage	12 volts
Battery Disconnect	Standard, with 150A System Circuit Breaker
Fuses	Sealed, Mini Fuse and J-Case styles

## Drivetrain

Hydraulic Pump	Danfoss DDC-20
Pump Drive	Direct Drive (Double U-Joint Drive-shaft)
Hydraulic Motors	MPIM
Transaxles	Peerless 2600 series
Axles	Peerless 40mm (forged) with integrated forged hub
Hydraulic Oil Cooler	Aluminum w/ Thermostatically controlled Electric Fan
Hydraulic Oil Filter (Suction)	25 micron
Hydraulic Oil Filter (Pressurized)	10 micron

## Hitch and PTO

Front Hitch	Ventrac Mount System
Electric PTO clutch with Brake	Ogura GT3.5 (250 ft lb)
Rear Hitch	2 inches Receiver
3-Point Hitch	Optional Category 1 3-Point Hitch

## Tires

Standard (All Terrain)	22x12-8
Optional Turf	22x11-10

## Travel Speed (F/R)

Low Range	5 mph forward / 4 mph reverse
High Range	10 mph forward / 8 mph reverse

## Instruments, Gauges, and Alarm

Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter
Indicator Lights ^ Activates Audible Alarm	Parking Brake, Engine High-Temp^, Hydraulic Oil High Temp^, Low Voltage^,Low Oil Pressure^
Switches	Key, PTO, and Lights

## Lights

Head Lights	(4) LED 1000 Lumen
Tail Lights	(2) Red LED Lights

## Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal
Attachment Lift	S.D.L.A. (Primary Handle)
Auxiliary Hydraulics	S.D.L.A. (Secondary Handle)
Throttle	Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Controlled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Steering	Power Steering

## Other Features

Tool Box	Optional
Cup Holder	Standard
Seat	Deluxe High Back Seat (arm rests and suspension seat optional)

## ROPS

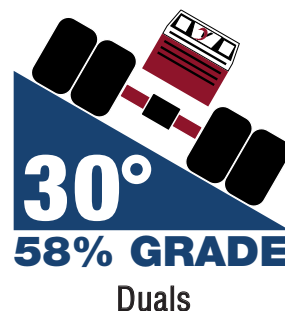
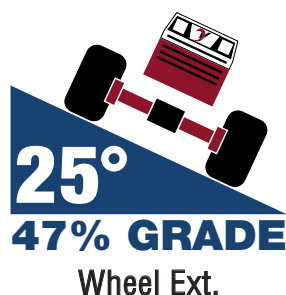
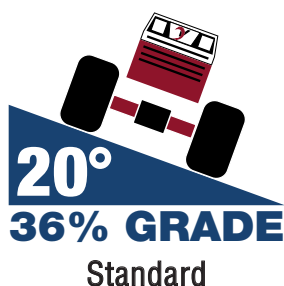
Folding ROPS	Standard
Heavy Duty Off-Road Seat Belt	Standard

All specifications subject to change without notice or obligation

## Max Slope Rating (in any direction)

	Single Tires	Wheel Extensions	Dual Wheels
4520* w/Front Attachment (unless specified otherwise below)	20°	25°	30°
4520 w/Cab	10°	10°	Not Recommended
4520 w/Spreader	10°	10°	Not Recommended
4520 w/RV602	10°	10°	15°
4520 w/KH500	5°	Not Recommended	Not Recommended
4520 w/MA900	10°	10°	18°

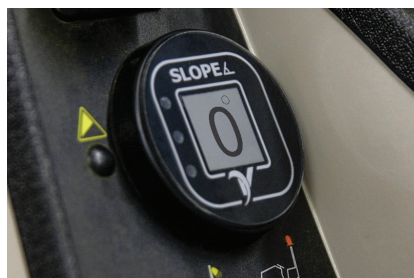
\*Attachments, accessories, and tire configuration may reduce the 4520 power unit's maximum angle of operation.  
Refer to applicable operator manuals for maximum angle of operation of equipment.



## ENGINE RATINGS

Model #	4520K	4520P	4520Y	4520Z
Engine	B&S Vanguard Model 54	Kawasaki FD851D	Kubota D902	Kubota WG972-GL
Fuel	Gas	Gas (DFI)	Diesel	Gas
Max Slope Intermittent Use***	30° (58%)^	30° (58%)	30° (58%)^	30° (58%)^
Max Slope Continuous Use***	25° (47%)	30° (58%)	20° (36%)	20° (36%)

\*\*\* For slope operation over 20°, Wheel Extensions are required for up to 25° or Dual Wheels are required for up to 30°



Digital Slope Gauge  
Recommended for operation on slopes.



## Intermittent Use Defined

^ The engine may operate between 20° and 30° for up to 10 minutes. If 10 minutes is reached, the engine must be returned to 20° or less to assure proper oil lubrication. After returning to 20° or less, the intermittent cycle can be repeated. The 4520P Kawasaki DFI engine is rated for 30° continuous operation and does not have this requirement.

All specifications subject to change without notice or obligation











# Pricing Quote

Quote #: 64968-1002 (Price Approval Pending)  
Contract #: 2017025

Date Quoted: March 10, 2022  
Quote Expires: April 10, 2022

## Prepared For:

Larry Marsh  
City of Spokane Parks  
Spokane, WA

## Prepared By:

Turf Star, Inc. - Spokane  
Kelly D Bowen  
2824 E Garland  
Spokane, WA 99207  
Phone: 5097011467

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	OMNIA	Total
1	HQ682 (39.55118)	Attachment: MOWERS - TOUGH CUT HQ, HQ682 Mower, Tough Cut	4,303.20	4,303.20
1	70.8226	Accessory: Kit, Hydraulic Flip Up HQ682	466.40	466.40
1	KV552 (39.55271)	Attachment: V-BLADE KV, KV552 V-blade	2,807.20	2,807.20
1	70.4161	Accessory: 12V FRONT Kit, 12V Front 4520	330.00	330.00
1	70.8048	Accessory: POLYURETHANE CUTTING EDGE KIT Kit, KV Polyurethane Edge	303.60	303.60
1	KX523 (39.55427)	Attachment: SNOW BLOWER KX, KX523 52" Snowblower	5,126.00	5,126.00
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax	1,364.00	1,364.00
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	369.60	369.60
1	70.4167	Accessory: SUSPENSION SEAT Kit, Heated Suspension Seat 4520	800.80	800.80
1	47.0452	Accessory: ARM REST Kit, Armrest Suspension Seat	154.00	154.00
1	4520P (39.51216)	Ventrac Tractor: KN, 4520P Kawasaki FD851D <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i>	25,251.60	25,251.60
1	70.4163	Accessory: FOOT CONTROL Kit, Foot Control 4520	154.00	154.00

Subtotal 41,430.40

## CHARGES

Tax (9%) +3,728.74

**TOTAL USD \$ 45,159.14**

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		
<b>Committee meeting date</b>	April 6, 2022		
<b>Requester</b>	Al Vorderbrueggen		<b>Phone number:</b> 363-5464
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Caterpillar/Western States backhoe lease (\$80,000 over four years (\$20,000 annually))		
<b>Begin/end dates</b>	Begins: 04/15/2022    Ends: 04/14/2026		<input type="checkbox"/> Open ended
<b>Background/history:</b> Approve a four-year lease for a Caterpillar 420 Backhoe with accessories not to exceed \$20,000 annually for four years with a buyback to be determined. First payment to be made upon equipment delivery. Lease is through a Washington State contract with Caterpillar/Western States with payments made through Summit International Bank at a discounted rate.			
<b>Motion wording:</b> Move to approve the lease agreement with Western States for a Caterpillar backhoe in the amount of \$80,000 over four years (\$20,000 annually)			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name:    Email address:    Phone:			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Al Vorderbrueggen Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount:    Budget code: \$80,000 over four years (\$20,000 annually)    1950-54500-94000-56401-99999			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) UBI: 600-394-624 Business license expiration date: 4/30/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			





Spokane  
4625 E Trent Ave Spokane, WA 99212  
509.535.1744

**SOLD TO:**  
City Of Spokane - Fleet Services  
Attn: Fleet Service & Equip/Utility  
915 N Nelson St  
Spokane, WA 99202-3769

**SHIP TO:**  
Office  
Attn: Fleet Service & Equip/Utility  
915 N Nelson St  
Spokane, WA 99202-3769

**SALES AGREEMENT**

AGREEMENT: Q000266475-13  
AGREEMENT DATE: 4/6/2022  
AGREEMENT EXPIRES: 3/11/2022  
WAREHOUSE: Spokane Machine Sales  
CUSTOMER NO.: 8202482  
CUSTOMER PO:  
SALESMAN: Eric J Druffel

Eric.Druffel@wseco.com

ITEM DESCRIPTION	PRICE
Caterpillar 420-07 QC MP S/N: TBD	\$177,355.00
● Caterpillar BKT24 420 S/N: TBD	
● Delivery Freight	
Caterpillar THUMB 416/420/430 F&E S/N: TBD - THUMB HYD 416-430 E/F	\$5,406.85
List Price Discount - 22% Sourcewell Discount -	(\$39,018.10)
List Price Discount - 6.5% Additional Dealer Discount -	(\$11,528.08)
New Warranty - 48 mo 4,000 hrs Premier	\$2,310.00
<b>TRADE PROPOSAL</b>	
2013 Caterpillar 420F IT S/N: JWJ01189 SMU: 0 hrs	(\$48,000.00)

The trade proposal offered is based on the information you have provided and is contingent on a final inspection before the Agreement is accepted by both parties. If the proposed trade equipment hours increase by 200 hours over what has been specified herein or the inspection reveals an unexpected change in the equipment operation or the equipment, the trade proposal valuation will become invalid. The Trade Proposal will become final upon the execution of this Agreement by WSECO.

Notes	Before Tax Balance	\$86,525.67					
	Sales Tax	\$7,787.31					
	Trade Payoff	\$0.00					
	Downpayment	\$0.00					
	Net Due	\$94,312.98					
Western States Equipment		City Of Spokane - Fleet Services					
Order Received by _____		Approved and Accepted by _____					
Title	Regional Sales Manager	Date	_____	Title	_____	Date	_____
				Warranty Document Received (initial) _____			

**Trade Ins:** All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
**Warranty:** By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



**EQUIPMENT DETAILS**

---

5427992 420 07A BACKHOE LOADER CFG2	0P9003 LANE 3 ORDER
5434284 STICK, EXTENDABLE, 14FT	5440930 PT, 4WD/2WS AUTOSHIFT
5419540 ENGINE, 74.5KW, C3.6 DITA, T4F	5544188 HYD, MP, 6FCN/8BNK, ST, QC
5440883 CAB, DELUXE	5455047 DISPLAY, STANDARD
4916734 WORKLIGHTS (8) HALOGEN LAMPS	5734525 SEAT, DELUXE FABRIC, HEATED
2061748 SEAT BELT, 3" SUSPENSION	5427810 AIR CONDITIONER, T4F
5606797 PRODUCT LINK, CELLULAR, PLE643	3379696 COUNTERWEIGHT, 1015 LBS
9R6007 STABILIZER PADS, FLIP-OVER	4447500 COUPLER, PG, MAN.D.LOCK, BHL
5590872 INSTRUCTIONS, ANSI	4218926 SERIALIZED TECHNICAL MEDIA KIT
5516453 RIDE CONTROL	5481231 LINES, COMBINED AUX, E-STICK
5402298 STANDARD RADIO (12V)	5516940 COLD WEATHER PACKAGE, 120V
4237607 PLATE GROUP - BOOM WEAR	3531389 GUARD, STABILIZER
2168840 BUCKET-MP, 1.4 YD3, IT	9R5320 CUTTING EDGE, TWO PIECE,WIDE
0P0210 PACK, DOMESTIC TRUCK	4616839 SHIPPING/STORAGE PROTECTION
4621033 RUST PREVENTATIVE APPLICATOR	5675090 AUTO-UP STABILIZERS
3792161 TIRES, 12.5 80/19.5L-24, GY	2022
2193387 BUCKET-HD, 24", 6.2 FT3	1783593 PINS, BUCKET, BHL-F, 45MM-50MM
5798783 THUMB, HYDRAULIC, NO TINE, 440	2816708 THUMB, TINE, A 5

## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

**CUSTOMER:** \_\_\_\_\_

**WESTERN STATES EQUIPMENT COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Regional Sales Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_



STANDARD WARRANTY AND APPLICATION FOR  
EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS)** - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Spokane - Fleet Services			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE Attn: Fleet Service & Equip/Utility 915 N Nelson St Spokane, WA 99202-3769				
EXTENDED WARRANTY COVERAGE New Warranty - 48 mo 4,000 hrs Premier				
MODEL	PRODUCT DESCRIPTION	HOURL METER	SERIAL NUMBER	DELIVERY DATE

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements \_\_\_\_\_ (initial)

OWNER/LESSEE SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

<b>Purchase Application</b> <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of delivery date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

**Note:** Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

**Note:** The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**



Loan Calculator			
Calculate Payment Amount			
Date Opened	03/04/2022		
Loan Amount	129,518.82		
Interest Rate	3.35000000%		
Days Per Month	Exact		
Days Per Year	360		
Finance Charges	City of Spokane		
	Caterpillar 420-07		
	SN TBD		
Minimum	0.00		
Add-On	0.00		
Prepaid	400.00		
Insurance			
Credit Life	Gross	Rate	0.0000%
Accident/Health	Standard	Rate	0.0000%
Payments			
Type	Mode	Frequency	Date First
		Payments	Payment Amount
Regular	Monthly	12	03/04/2022
WA Sales Tax 9.0%		12	03/04/2022
		4	19,083.96
		4	1,717.56
		Total Payment \$20,801.52	
Annual Percentage Rate	3.4651%		Maturity Term
Amount Financed	129,118.82		Maturity Date
Total Finance Charge	12,217.17		Credit Life Premium
Total of Payments	141,335.99		Accident/Health Premium
Final Payment Plus Interest	65,000.00		
Seq	Payment Date	Principal	Interest
		Balance	Interest Paid
			Interest YTD
1	03/04/22	19,083.96	0.00
2	03/04/23	15,333.01	3,750.95
3	03/04/24	15,844.95	3,239.01
4	03/04/25	16,391.98	2,691.98
5	03/04/26	62,864.92	2,135.23

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		
<b>Committee meeting date</b>	April 6, 2022		
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509-363-5452	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Washington State Recreation and Conservation Office/2022 grant-authorizing resolutions (no cost)		
<b>Begin/end dates</b>	Begins: 04/14/2022	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> Grant applications submitted by the City of Spokane Parks Division to the Washington State Recreation and Conservation Office (RCO) require support by the Park Board in the form of an authorizing resolution. Grant applications planned for the 2022 grant cycle include: -Make Beacon Hill Public Phase 2 (up to \$1.25 million) with matching funds -Riverfront Park South Suspension Bridge Renovation (up to \$1.5 million) without matching funds -Underhill Park Sport Court Renovation (up to \$350,000) with matching funds provided by Spokane Hoopfest Association			
<b>Motion wording:</b> Move to approve the 2022 grant-authorizing resolutions with the Washington State Recreation and Conservation Office			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: -			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name: _____ <div style="text-align: right;">Paul Knowles</div>			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral    N/A			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			



## Applicant Resolution/Authorization

Organization Name (sponsor) CITY OF SPOKANE PARKS AND RECREATION

Resolution No. or Document Name N/A

Project(s) Number(s), and Name(s)

22-1473 DEV, MAKE BEACON HILL PUBLIC PHASE 2

22-1583 DEV, RIVERFRONT PARK SOUTH SUSPENSION BRIDGE

22-1537 DEV, UNDERHILL PARK SPORT COURT RENOVATION

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Garret Jones, Director - Spokane Parks and Recreation
Project contact (day-to-day administering of the grant and communicating with the RCO)	Nicholas Hamad, Park Planning & Development Manager Spokane Parks and Recreation
RCO Grant Agreement (Agreement)	Garrett Jones, Director - Spokane Parks and Recreation
Agreement amendments	Garrett Jones, Director - Spokane Parks and Recreation
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Garrett Jones, Director - Spokane Parks and Recreation

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property



acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title Director, Spokane Parks and Recreation Date \_\_\_\_\_

On File at: City of Spokane Clerk's Office

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:  
(Local Governments and Nonprofit Organizations Only):

Location: April City of Spokane Park Board Meeting Date: 4/14/2022

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020  
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

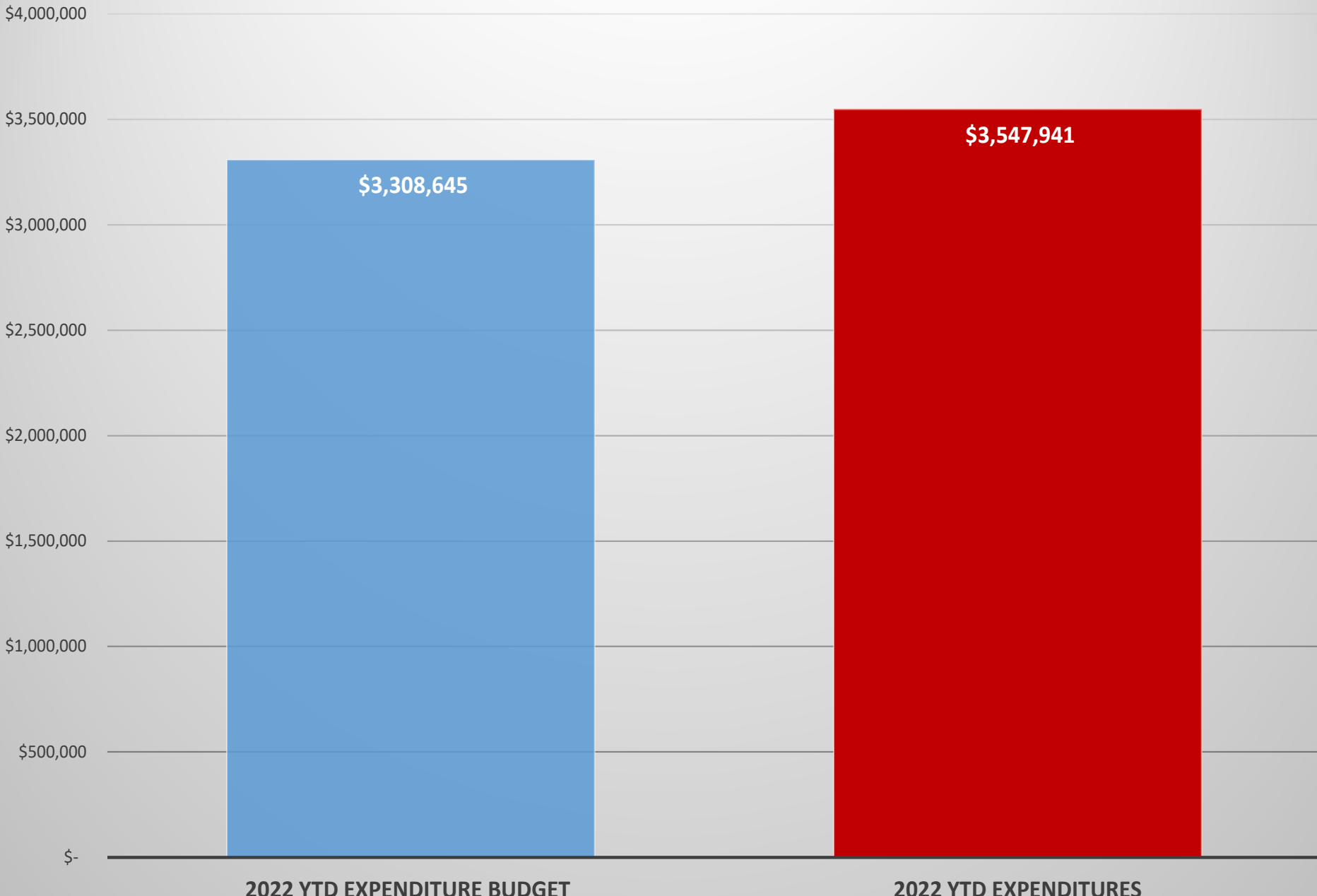


*City of Spokane*  
***PARKS***  
***& RECREATION***

Financial Reports

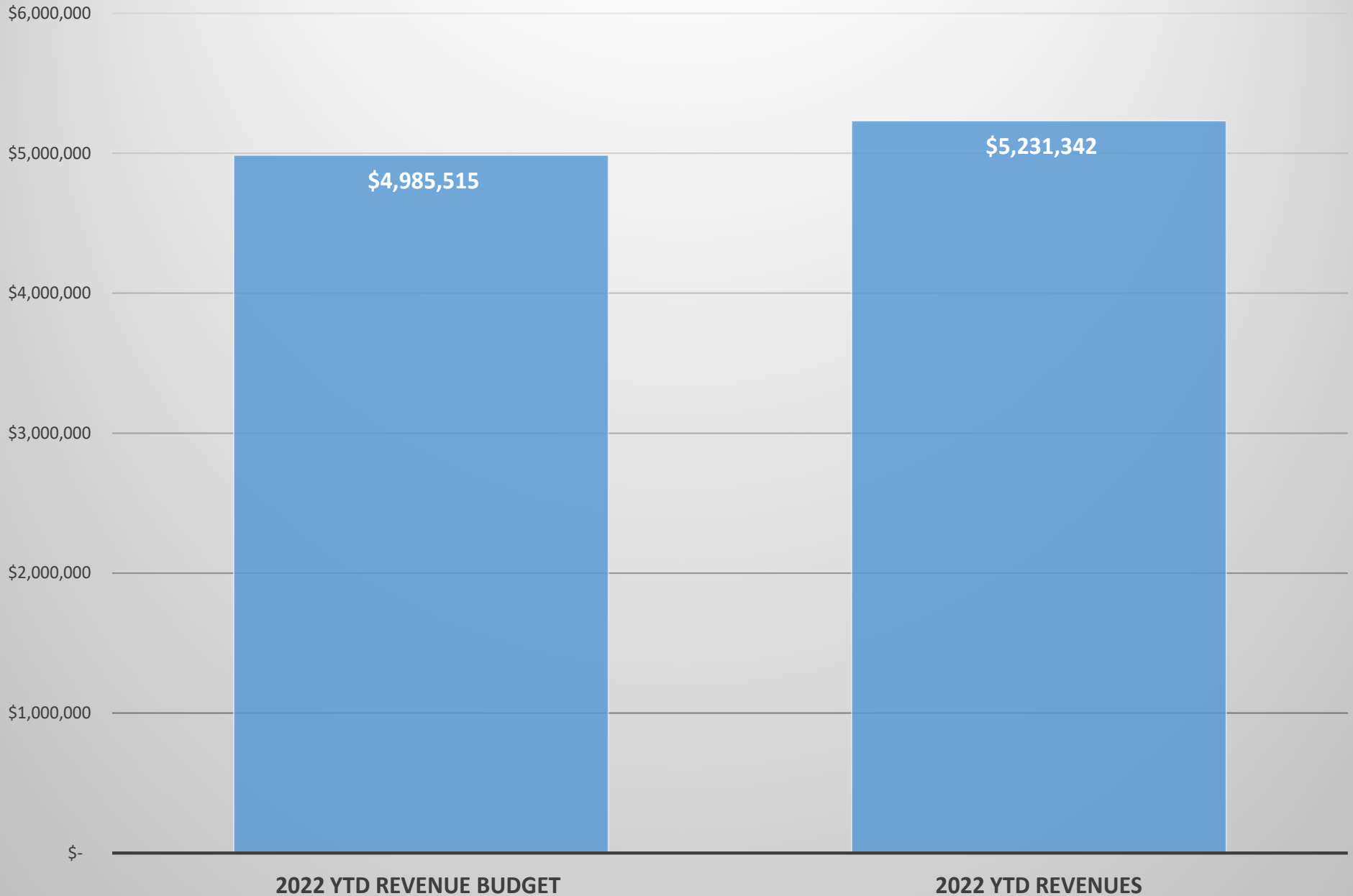
March 2022

**Park Fund**  
**March 2022 Expenditures vs. Historical Budget Average**



# Park Fund

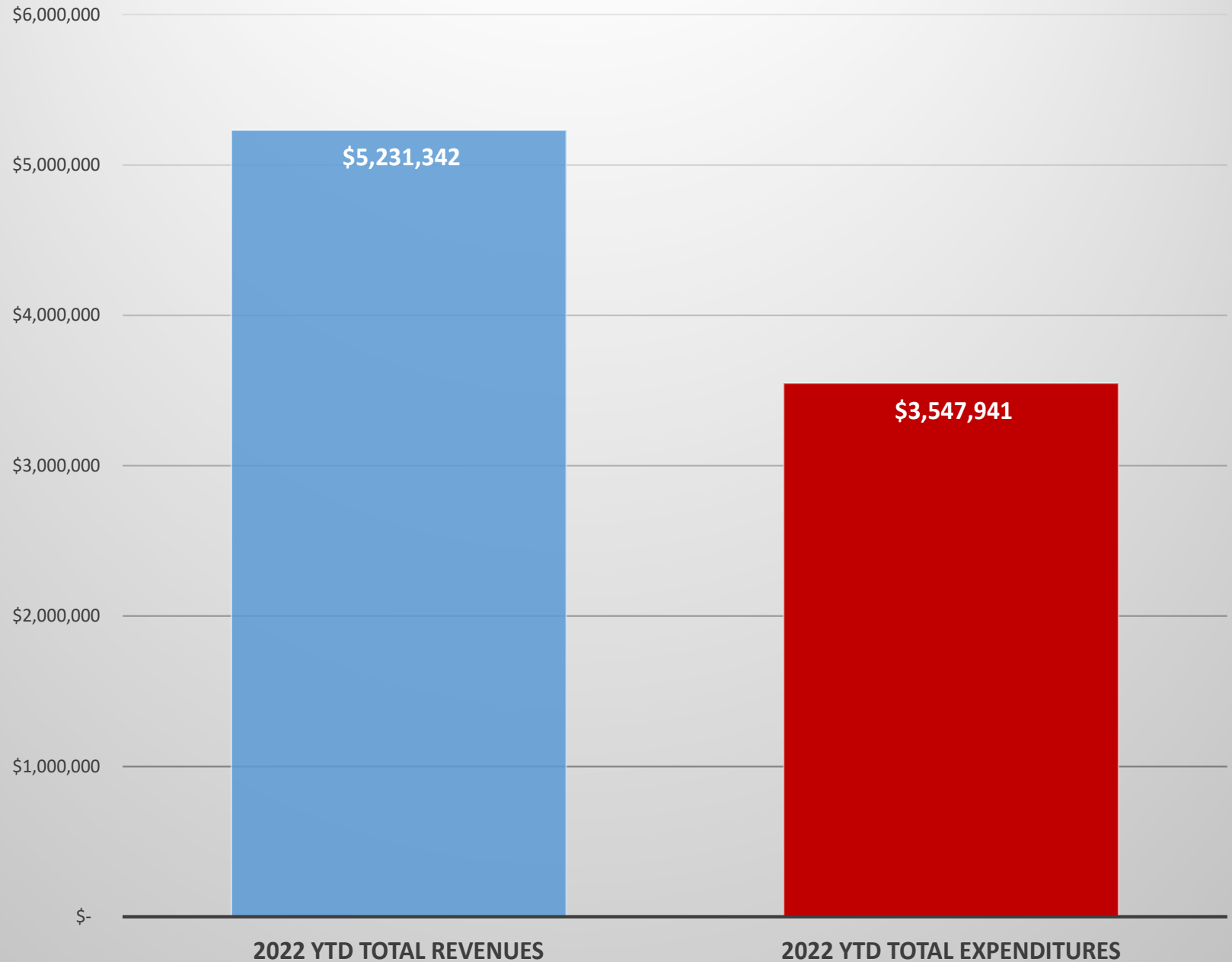
## March 2022 Total Revenues vs. Historical Budget Average





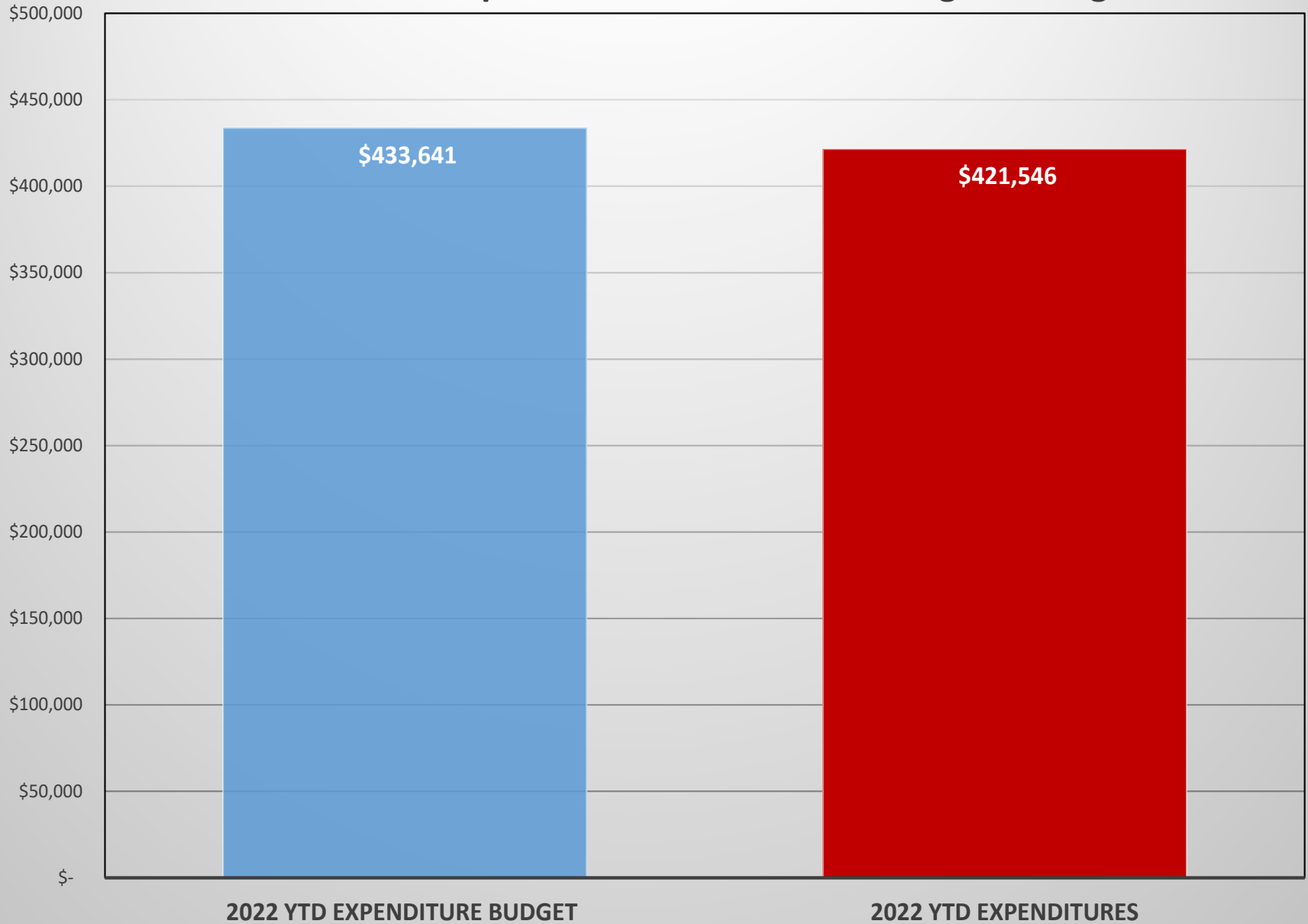
# Park Fund

## Total March 2022 YTD Expenditures vs. Total YTD Revenues

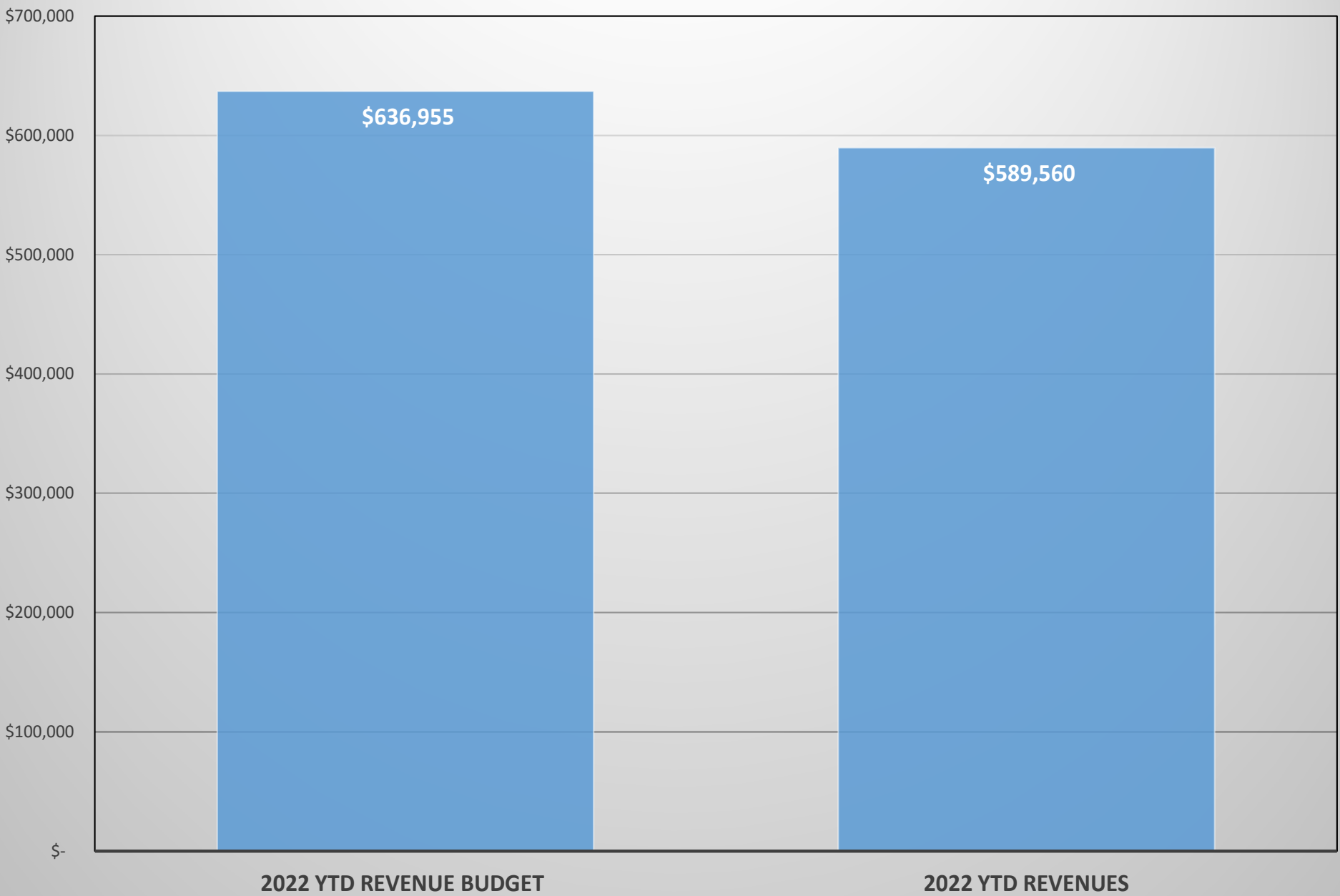


# Golf Fund

## March 2022 Expenditures vs. Historical Budget Average



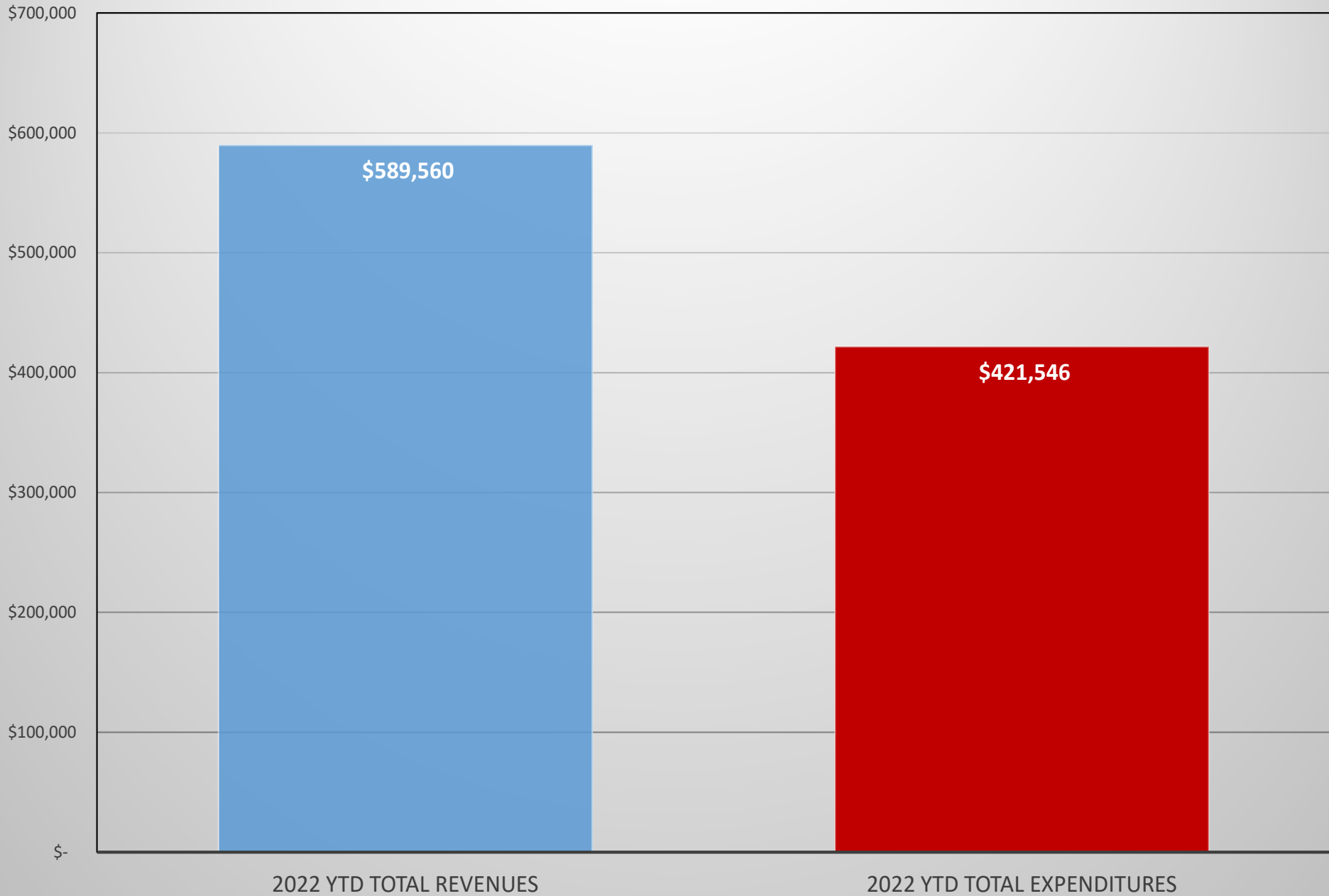
**Golf Fund**  
**March 2022 Total Revenues vs. Historical Budget Average**





# Golf Fund

## Total March 2022 YTD Expenditures vs. Total YTD Revenues



Project Component	Budget Adopted December 2020	Expended as of March 31, 2022	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	\$ 8,400,624.00	\$ 199,573.10	\$ (65,380.10)
5. Havermale Island	\$ 22,186,182.00	\$ 22,187,958.00	\$ -	\$ (1,776.00)
6. snxw menez	\$ 756,742.00	\$ 689,087.00	\$ 10,483.76	\$ 57,171.24
7. North Bank	\$ 10,133,837.00	\$ 10,400,695.00	\$ 317,626.99	\$ (84,484.99)
8. South Bank East	\$ 156,847.00	\$ 156,847.00	\$ -	\$ -
Program Level	\$ 4,488,758.00	\$ 4,254,789.00	\$ 48,859.26	\$ 185,109.74
Total	\$ 68,395,292.00	\$ 68,247,109.00	\$ 576,543.11	\$ 90,639.89

# Spokane Park Board

## Briefing Paper



<b>Committee</b>			
<b>Park Board meeting date</b>	April 14, 2022		
<b>Requester</b>	Jennifer Ogden	<b>Phone number:</b> 625-6241	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Proposed language added to Spokane Municipal Code Chapter 04.11 relating to Park Board member terms		
<b>Begin/end dates</b>	Begins: 04/14/2022	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> Currently SMC 04.01.030 reads: Unless otherwise specifically prohibited by the document creating the appointment to a City board, commission or agency, the incumbent members appointed by the city council shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position. The proposed language change to Section 04.11.015 reads as follows: Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of his or her term. If approved by the Park Board, the recommendation will come before City council for consideration/approval.			
<b>Motion wording:</b> Move to approve proposed language to the SMC and present to City Council for approval			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Ogden Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			



## Title 04 Administrative Agencies and Procedures

### Chapter 04.11 Park Board

#### Section 04.11.010 Authority

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

#### Section 04.11.015 Park Board – Term of Office

Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of his or her term.

#### Section 04.11.020 Removal

Pursuant to section 41 of the City Charter, board members shall not be removed from office by the City Council before the expiration of their terms except for a disqualifying change of residence, for excessive absences as described in section 43 of the City Charter, or for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>			
<b>Park Board meeting date</b>	April 14, 2022		
<b>Requester</b>	Jennifer Ogden	<b>Phone number:</b> 625-6241	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	CPR 1981-0402		
<b>Item title:</b> (Use exact language noted on the agenda)	Park Board committee assignment/Christina VerHeul		
<b>Begin/end dates</b>	Begins: 04/14/2022	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> The Development and Volunteer Committee is comprised of four Park Board members; one DVCAC member; and three members from business/community. For the past nine months, Christina VerHeul has served as a community at-large representative on the DVC. Since Christina is now a member of the Park Board, it is proposed she be appointed as a Park Board representative on the DVC resulting in one community at-large vacancy on the committee.			
<b>Motion wording:</b> Move to appoint Christina VerHeul to the Development and Volunteer Committee as a Park Board representative.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Ogden Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

Spokane Park Board April 2022	Term Ends	Riverfront Park	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Joint Arts	Development and Volunteer	Liaisons
Ogden, Jennifer – President jmogden@spokanecity.org	2026						✓		✓	✓	
Bob Anderson – Vice President banderson@spokanecity.org	2027		✓		✓	Chair			Alt.	Chair	
Sumner, Nick nsumner@spokanecity.org	2025	Chair	✓			✓		✓			CF
Hannah Kitz hkitz@spokanecity.org	2025	✓		✓				Chair			
Greta Gilman ggilman@spokanecity.org	2023			Chair	✓	✓					CF Alt.
Sally Lodato slodato@spokanecity.org	2027			✓	Chair			✓			
Christina VerHeul cverheul@spokanecity.org	2027									✓	
Gerry Sperling gsperling@spokanecity.org	2024	✓	Chair			✓				✓	
Kevin Brownlee kbrownlee@spokanecity.org	2023	✓		✓			Chair		✓		
Barb Richey brichey@spokanecity.org	2024		✓						✓		PF
Jonathan Bingle jbingle@spokanecity.org	N/A										CC

PF = Spokane Parks Foundation

CF = Conservation Futures

CC = City Council

Revised: 04/12/2022







A GIFT FROM THE SPOKANE HUMANE SOCIETY TO CELEBRATE THEIR 125th ANNIVERSARY





THE DOG PARK WILL ENCOMPASS THE  
FORESTRY SHELTER AND...

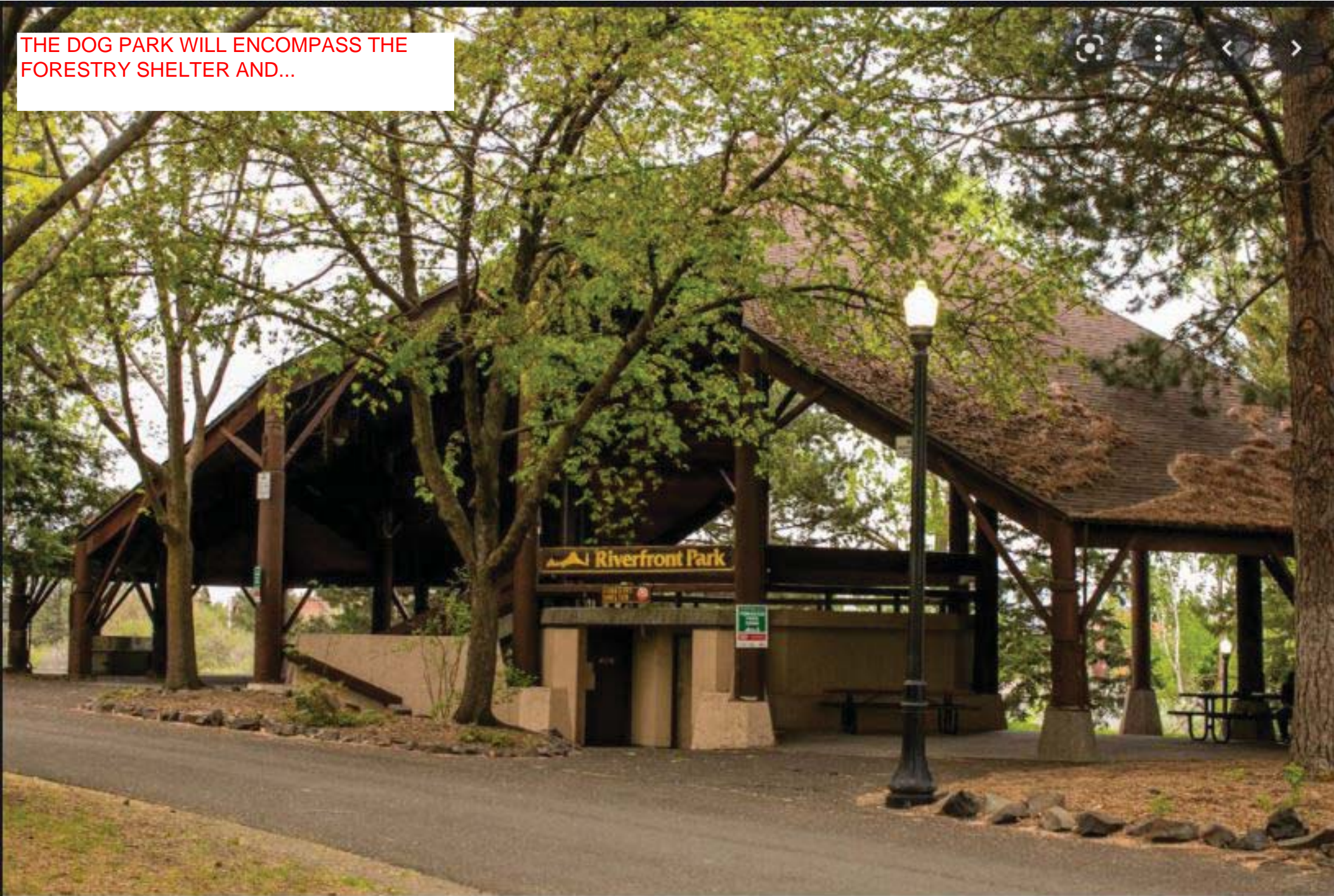


Photo by Emma Ostrom Photography



... THE SURROUNDING LANDSCAPE







# Parks & Recreation



News ▾

2022 ▾

February ▾

23rd ▾

Spokane Humane Society Donates \$2...

## Spokane Humane Society Donates \$250,000 Toward Riverfront Dog Park

Fundraising to Complete Dog Park is Ongoing

Parks & Recreation: 311 or 509.755.2489

Wednesday, February 23, 2022 at 10:13 a.m.

SPOKANE – The [Spokane Humane Society](#) (SHS) donated \$250,000 towards construction of a dog park in the heart of Riverfront Park at the Forestry Shelter. The gift comes in celebration of the Humane Society's 125<sup>th</sup> anniversary and legacy of work in animal welfare.

"To commensurate the Spokane Humane Society's 125<sup>th</sup> anniversary and to renew our presence on the banks of the Spokane River near our original location, we are honored to partner with the Spokane Parks Foundation on the new urban dog park," said Kim Reasoner-Morin, executive director of the Spokane Humane Society. "Our goal is to support their vision of providing a pet-friendly space for all to enjoy in the heart of Riverfront Park. Proper exercise and socialization improve overall health not only for our four-legged friends, but also for their humans who love and care for them."

"For 125 years, the Spokane Humane Society has served as the first refuge for animals in our area," said Melissa Williams, president of the Board of Directors for the Spokane Humane Society. "Not only do we have historical and humble roots near this very location, but also new beginnings. Our satellite adoption center, BARK, A Rescue Pub, opened in 2020 and has helped more than 700 pets find forever homes. The new SHS Riverfront dog park will be located just across the street. This opportunity promotes the human-animal bond while furthering our vision to enrich the lives of companion animals through support, education, advocacy & love. We are honored to be a part of this endeavor and are thrilled to be able to provide this for our beloved, animal-loving community."

Riverfront Spokane

Parks

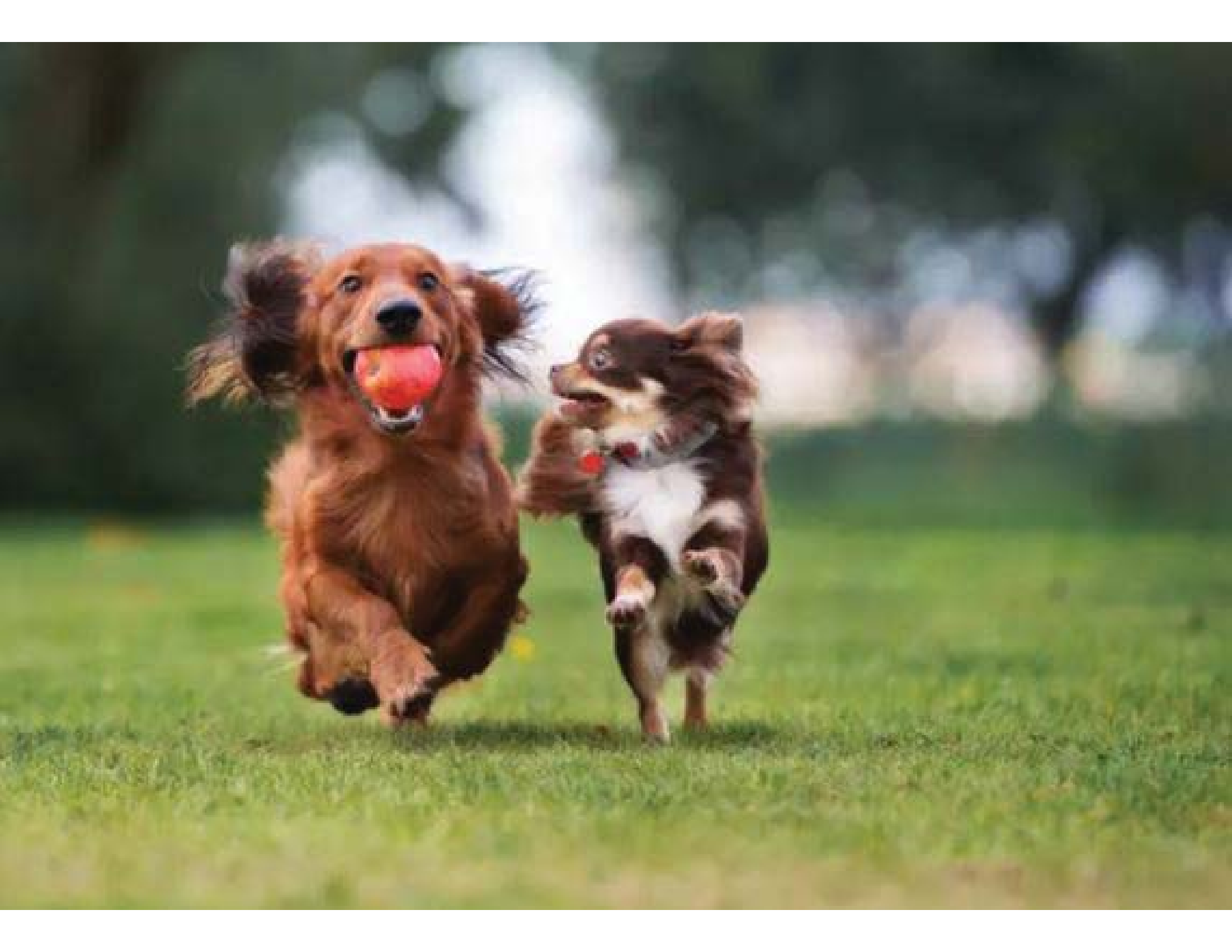
Recreation

Urban Forestry

Golf

Spring  
Activity  
Guide

Class  
Registration  
& Passes





# Riverfront Dog Park Design Community Survey



Dickson, Fianna  
To Dickson, Fianna

Reply Reply All Forward

Tue 4/5/2022 1:26 PM



**NEWS RELEASE**  
SPOKANEPARKS.ORG

## NEWS RELEASE

April 5, 2022

Media contact:

Fianna Dickson, City of Spokane Parks & Recreation, [fdickson@spokanecity.org](mailto:fdickson@spokanecity.org), 509.435.1866

\*\*\*\*\*

### Survey Open for Community Input on Riverfront Dog Park Design

*Fundraising to Complete Dog Park is Ongoing*

\*\*\*\*\*

SPOKANE – The community is invited to share their thoughts on what a future dog park in Riverfront Park could look like, through an online survey open through Friday, April 15.

<https://www.surveymonkey.com/r/QB39JTD>

The survey asks for feedback around desired design features, amenities, and uses. Survey respondents can choose to answer all or only some questions. All feedback from the community is important in shaping the future look and feel of the space.

Local design firms NAC and AHBL have partnered to create the design.

The Riverfront Dog Park is a fundraising project of the Spokane Parks Foundation's Campaign for Riverfront Spokane. The Spokane Humane Society is a participant in the construction of the urban dog park in the heart of Riverfront Park at the historic forestry shelter. The Spokane Humane Society is excited to be a partaker of the Riverfront Dog Park as they also celebrate their 125<sup>th</sup> anniversary of animal welfare in our community.

The urban dog park will cost approximately \$750,000 to construct. Construction timelines will depend on when the Campaign for Riverfront Spokane can raise the remaining \$500,000. Interested community members can build on the momentum of the initial contribution by making a donation to the dog park on the Spokane Parks Foundation website.

A reveal ceremony is to take place in Riverfront Park on June 18<sup>th</sup>, in conjunction with the Spokane Humane Society's annual Parade of Paws. A design

## Riverfront Dog Park Survey

### Overview of the Dog Park Site

The location designated for development of the Dog Park in Riverfront Park is on Havermale Island north of the Lilac Bowl and east of the Pavilion where the existing Expo '74 Forestry Pavilion is located. The Forestry Pavilion will remain, but could be enhanced. Public parking is located to the north near the Ice Age Playground west of Washington Street and to the south along Spokane Falls Boulevard. There are restrooms in the Forestry Pavilion that don't meet current accessibility codes. The nearest restrooms that do meet accessibility codes are located to the west at the Pavilion.

Questions 12 and 13 require an answer. All other questions are optional, please feel free to skip as you'd like.







5. How often do you anticipate visiting the Riverfront Park Dog Park location?

☐ Most days of the week

☒ **A couple times a week, during weekdays**

☐ During weekends

☐ A couple times a month or less

☐ I do not anticipate visiting

6. What time of day would you most likely visit the Dog Park?

☐ Mornings before 8:00 am



Dog Park Vision Reference Photos for Question 11



OK

11. In priority order, what is the ideal feel of the new Dog Park given the existing site conditions previously mentioned?

- ☐ Keep the Dog Park as natural as possible
- ☐ Leave the Forestry Pavilion with as few modifications as possible

Ground Surface Reference Photo for Question 15



OK

15. What primary ground surface material would you prefer for the fenced dog areas?

☐ Turf grass



Dog Equipment Reference Photo for Question 16



OK

16. For dog equipment, I would prefer:

- ☐ Organic features such as boulders, logs and mounds
- ☐ Manufactured items specifically designed for dogs, such as bridges, tunnels, and jumps
- ☐ An even blend of both types of features





### Outreach Plan

Riverfront Dog Park

Updated: March 9, 2022

#### Timeline:

- April 5 – April 15: Public survey open for Phase I, prioritizing design amenities
- April 15 – May 6: Concept development, cost estimating
- May 9 – 20: Public meeting/workshop & survey open for Phase II, sharing 75% design concept for feedback
- May 23 – June 3: Refine and produce final drawings and renderings
- June 6: Materials complete for fundraising and marketing
- June 18: Parade of Paws – design unveiling





## Dog Park UPDATE!



**Donate**

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"The Spokane Humane Society's generosity will help establish a space in the heart of downtown where people and their beloved pets will gather for many years to come – it's a wonderful gift for our community," said Garrett Jones, director of City of Spokane Parks & Recreation. "We heard that dog parks are a desired amenity from our Master Plan outreach, and we are honored to work alongside the Spokane Humane Society and the Spokane Parks Foundation to fundraise for this important project."

The Spokane Humane Society's gift is part of the Campaign for Riverfront Spokane through the Spokane Parks Foundation. The [urban](#)

The parks of Spokane thrive  
on the generosity  
of the people who enjoy them.



*Thank you!*

**SPOKANE PARKS  
FOUNDATION**

Planting Roots. Growing Community.

If you would like to choose more than one fund, please let us know in the "Additional Comments" section at the bottom of this form. Please also utilize this section to let us know if this gift is in honor or memory of someone, and include notification information.

**The minimum donation amount for Riverfront Park benches, Carousel animals, brick pavers, and fence charms is listed next to the item.**

**My gift is for:\***

- ☐ Area of Greatest Need
- ☐ Make a Splash
- ☐ Riverfront Park Art
- ☐ Riverfront Park Bench \$5,000
- ☐ Riverfront Park Butterfly Restoration
- ☐ Riverfront Park Adopt A Carousel Animal \$5,000
- ☒ Riverfront Park Dog Park
- ☐ Riverfront Park Future Fund
- ☐ Riverfront Park Interpretive Signage
- ☐ Riverfront Park Brick Pavers \$1,000

# Sports Fields Improvement Fee proposal

Facility	SFIF	Notes
Sports Complex (Merkel, Franklin, & Southeast)	\$5 per booking fee	Equates to .25 cents per person, based on a 20 person booking average <i>Based on previous sport complex booking data</i>
Tier 2 Park Fields (Liberty, Thornton Murphy, Chief Garry, BA Clark, & Underhill)	\$1 per hour increase	Youth rate would increase from \$2 to \$3 per hour. Adult rate would increase from \$3 to \$4 per hour.
Tier 3 Park Fields (all other remaining parks)	\$1 per hour increase	Youth and adult rates would increase from 50 cents to \$1.50 per hour.
Winter Synthetic Turf Universal Rate	\$10 per hour increase for youth	Rate would remain \$57 per hour for adults. Youth rate would increase from \$47 to \$57 per hour for youth.

- Based on past bookings and reservation data, we estimate an annual contribution of \$45,000 to the SFIF fund.
- These fees would begin in 2023, to allow user groups time to prepare (with the exception of the Winter Synthetic Turf rate, which would begin in November 2022)



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		
<b>Committee meeting date</b>	April 6, 2022		
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	New OPR; Cross ref: OPR 2022-0229		
<b>Item title:</b> (Use exact language noted on the agenda)	Gonzaga University memorandum of agreement/Don Kardong Bridge large overlook (\$50,000)		
<b>Begin/end dates</b>	Begins: 04/14/2022	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> Parks and Gonzaga University desire to enter into an agreement under which Gonzaga will donate significant resources toward the construction of one large overlook on the Don Kardong Bridge in exchange for an interpretive display and Gonzaga University logo to be placed on the new large overlook to be constructed as a part of the Don Kardong Bridge rehabilitation project.  Total Gonzaga University project contribution is valued at \$121,990.00. \$50,000.00 of which is funding donated toward the construction of (1) large overlook and \$71,990.00 of which is an in-kind donation of temporary construction easement area for Parks to use for project construction staging.			
<b>Motion wording:</b> Move to approve memorandum of understanding with Gonzaga University for the Don Kardong Bridge large overlook.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: The Corporation of Gonzaga University Name: Chuck Murphy    Email address: murphyc@gonzaga.edu    Phone:			
<b>Distribution:</b> Parks – Accounting <span style="float: right;">Fianna Dickson</span> Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$50,000    Budget code: 1950-54920-94000-56301-48063			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI:    Business license expiration date:         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			



## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("MOA") is entered into between The Corporation of Gonzaga University, whose address is 502 E. Boone, Spokane, WA 99258, ("Gonzaga") and the City of Spokane Parks and Recreation Department, ("Parks") a governmental entity whose address is 808 W. Spokane Falls Blvd., Spokane, WA 99201, hereinafter collectively referred to as the Parties.

### **Background and Purpose**

- A. Parks owns and maintains many properties and manages a wide variety of recreation programs.
- B. Parks engages and partners with citizens and corporations to support appropriate uses and development of those properties and programs.
- C. Gonzaga desires to identify itself/himself/herself/themselves as a supporter of Parks' and Gonzaga's shared vision of a viable future for those properties and programs.
- D. The Don Kardong Bridge, which is owned and maintain by Parks, and which directly abuts Gonzaga property requires major rehabilitation to restore and enhance its functionality as a recreational facility.
- E. Parks is actively pursuing rehabilitation of the Don Kardong Bridge, preserving and enhancing connectivity to Gonzaga and University district property.
- F. In accordance with City of Spokane Administrative Policy 1400-11-07, 'Sponsorships, Donations, Naming Recognition of Parks and Recreation Area or Facilities', the Parties desire to enter into this MOA under which Gonzaga will donate significant resources towards construction of one large overlook on the Don Kardong Bridge.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by the Parties hereto, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **Agreement**

### **Section 1      Don Kardong Bridge Rehabilitation Project**

1. Parks and its agents will construct one large overlook on the Don Kardong Bridge, estimated to cost approximately \$115,000, providing a view from the bridge to the northwest, to be implemented as part of Parks' larger Don Kardong Bridge Rehabilitation Project.
2. Parks and its agents will fabricate and install on the overlook:
  - a. An interpretive display, including signage, which presents the historical display telling the story of the lower Gonzaga campus.
  - b. A Gonzaga University Logo on the overlook.
3. Gonzaga University and their agents, at their sole expense, shall design of the interpretive display and logo, including how those elements are mounted to or are installed on the bridge. The proposed interpretive display and logo installation shall be subject to the requirements and procedures set forth in City of Spokane Administrative Policy Titled Artwork in Parks and Recreation Areas, ADMIN 1400-14-05 LGL 2007-0026 ("Art Policy") and shall be presented to the Park Board for review and approval prior to fabrication / installation. Gonzaga may, at its sole expense, change the logo and/or interpretive display contents, subject to the Art Policy and Park Board review and approval.
4. Gonzaga will contribute to Parks the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) to be used specifically for the construction of the one large overlook.
5. Gonzaga will also grant to Parks an in-kind temporary bridge construction easement, valued at Seventy-One Thousand Nine Hundred and Ninety and 00/100 Dollars (\$71,990.00) for a cost of One Dollar (\$1.00). The temporary easement shall be used by Parks and its agents for a construction staging area in substantially the form prescribed in Exhibit A hereto.
6. Upon completion of the bridge overlook improvements, including the interpretive display, all improvements shall become the property of Parks.
7. Parks shall maintain, repair and reconstruct the overlook improvements, including the interpretive display, at the same frequency it maintains, repairs, or reconstructs the bridge. Parks shall remove all graffiti and repair all vandalism to the interpretive display within fourteen (14) days of Parks' receipt of notice regarding the graffiti and/or need for repairs.
8. The City agrees to indemnify, defend, and hold Gonzaga harmless from the City's use, management, and maintenance of the large overlook on the Don Kardong Bridge, except to the extent any claim resulted from the act or omission of the Gonzaga or Gonzaga's employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the City's employees, agents or contractors.



## **Section 2      Miscellaneous Provisions**

1. Recitals. All of the recitals set forth above in the Background and Purpose section of this MOA are incorporated herein by this reference as though fully set forth herein.
2. Entire Agreement. Except as expressly stated herein, this MOA is the entire MOA between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this MOA will bind the signatories to this MOA unless agreed to by both Parties in writing.
3. Severability. The invalidity or unenforceability of any provision of the MOA will not affect any other provisions; the MOA will be construed in all respects as if such invalid or unenforceable provisions were omitted.
4. Amendments/Modifications. Any amendment or modification to the provisions of this MOA will not be effective unless made by written amendment executed by both Parties.
5. Third Party Beneficiaries. Nothing in this MOA is intended to confer any right or benefit on a person or entity not a Party to this MOA, or impose any obligations of either Party to the MOA on persons or entities not a Party to the MOA.
6. Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this MOA will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.
7. Negotiation. This MOA, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this MOA shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
8. Effectiveness. This MOA is effective on the date of the last signature below.
9. Notice. All written notices required to be given pursuant to the terms hereof shall be delivered to the addresses listed below, by one of the following methods: (a) hand delivered whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. Pacific Standard Time on a business day and the original also is sent as described in (a), (b), or (c) above, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is completed.

Gonzaga:

The Corporation of Gonzaga University  
Attn: Office of the Chief Strategy Officer  
502 E. Boone Avenue  
Spokane, WA 99258  
Email: [murphyc@gonzaga.edu](mailto:murphyc@gonzaga.edu)

With a copy to:  
The Corporation of Gonzaga University  
Attn: Office of the General Counsel  
502 E. Boone Avenue  
Spokane, WA 99258  
Email: [ogc@gonzaga.edu](mailto:ogc@gonzaga.edu)

Parks: City of Spokane, Park Board  
Attn: Parks and Recreation Director  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Email: [gjones@spokanecity.org](mailto:gjones@spokanecity.org)

With a copy to:  
Office of the City Attorney  
Attn: James Richman  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201  
Email: [jrichman@spokanecity.org](mailto:jrichman@spokanecity.org)

10. Debarment and Suspension. Gonzaga 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.
11. Term. This MOA shall be in effect for a term of fifty (50) years and shall expire fifty years following the Effective Date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date").

\_\_\_\_\_  
The Corporation of Gonzaga  
By: Charles Murphy  
Its Chief Strategy Officer

\_\_\_\_\_  
City of Spokane Parks and Recreation  
Garrett Jones, Director

Attest:

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Assistant City Attorney

**Exhibit A**

**Form of Construction Staging Area Easement**



Project #: PW ITB #5599-22  
Property Address: 502 E. Boone Avenue, Spokane, WA 99258  
Parcel No. 35173.0001

## PERMIT TO ENTER

KNOW ALL BY THESE PRESENTS that **Gonzaga University** ("Grantor"), whose address is **502 E. Boone Ave Spokane, WA 99258**, for one dollars (\$1.00) and other good and valuable consideration hereby grants to the City of Spokane ("City"), a Washington State municipal corporation, and its assigns, contractors and agents, the right, privilege and permit to enter upon the property of the Grantor, described below (the "Property"):

**A portion of the Gonzaga University Campus located South/Southeast of Luger Field, Northwest of the Law School and immediately adjacent the City of Spokane owned or controlled property which contains the Spokane River, River (Loop) Trail, Centennial Trail & Don Kardong Bridge. The Property, totaling approximately 40,000 square foot in area and comprised of manicured landscape and asphalt parking area is depicted in the attached Exhibit 'A'.**

This Permit to Enter is for the purpose of altering the Property as it pertains to slope, grade, fill, sidewalk, driveway, street, landscaping and other public improvements, including the placement of temporary fencing, placement and maintenance of temporary pathway segments of the Loop Trail and Centennial Trail to accommodate public trail use during the Don Kardong Bridge Rehabilitation Project, demolition and construction materials and equipment as necessary to adjust the Property for the public improvement. This Permit to Enter shall include the right of reasonable ingress and egress over the adjacent property of Grantor. To the extent necessary, the City shall also be allowed to enter upon the property to perform an inspection associated with an environmental site assessment, civil survey, including the placing and leaving of stakes, temporarily laydown and stage materials and equipment related to the selective demolition and construction, and/or other matters reasonably related to the construction of the public improvement.

Specifically the right to: **Provide construction access to the adjacent City owned or controlled property, provide area for the staging of construction equipment, materials, and mobile offices, provide area for the construction and maintenance of temporary pathway segments for public use due to the temporary closure of segments of the Loop Trail and Centennial Trail, and provide construction crew parking for the Don Kardong Bridge Rehabilitation Project.**

By accepting and performing work under this permit, the City agrees to perform the work in a safe and proper manner and to return the property to substantially the same condition as it was prior to the entry by the City except for improvement related changes as reflected in the items listed above. The City will perform its work with minimum disturbance to the property according to the project specifications. The City shall ensure that all signs regarding the temporary rerouting of the Loop Trail and Centennial Trail are posted and maintained as set forth in the attached Exhibit A. This permit shall terminate upon completion and acceptance of the public improvement by the City.

The City agrees to use due care and caution to avoid injury, loss or damage during the construction process or exercise of any other rights granted herein. The City agrees to indemnify the Grantor from any losses shown to have arisen from the City's fault or negligence and will require its contractors to do likewise.

The City of Spokane will protect, save and hold harmless the Grantor, his/her authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature


whatsoever by reason of the act or omissions of the City of Spokane, its assigns, agents, contactors, licensees, invitees, employees or any person whomever arising out of or in connection with any acts or activities authorized by this permit. The City of Spokane further agrees to defend the Grantor, his/her agents or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Permit. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Grantor, his/her authorized agents, employees; Provided that if the claims or damages are caused by or result from the concurrent negligence of : (a) the grantor, his/her agents, or employees; and (b) the City of Spokane, its agents , or employees and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City of Spokane, or its agents or employees. It is further specifically and expressly understood that the indemnification provided herein constitutes the City of Spokane's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this indemnity shall survive the expiration or termination of this Permit to Enter. The provisions of this indemnity are intended to apply to all claims arising out of the use of the temporary pathways, whether the actual injury or damage occurs on the temporary pathways or not.

In connection with any work undertaken under this Permit, the City of Spokane, its agents or employees shall (i) diligently pursue such work to completion, so as to minimize any disruption to the then-existing use(s) of Grantor's property; (ii) not damage any portion of the remainder of the Grantor's property or any personal property thereon and (iii) diligently repair/replace in kind, at its sole cost and expense, any improvements which may be damaged or destroyed by reason of such work.

This Permit to Enter does not modify or amend the 1996 public recreation easements for the Centennial Trail and Loop Trail previously executed by the Parties. This Permit shall expire upon completion of the Don Kardong Bridge Rehabilitation Project.

DATED this 1st day of April, 2022.

GRANTOR(S):

DocuSigned by:  
  
 1E38FED0A428433...  
 Signature \_\_\_\_\_ DS

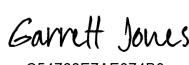
Signature \_\_\_\_\_

Attest:

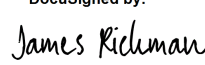
DocuSigned by:  
  
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 City Clerk



APPROVED:

DocuSigned by:  
  
 By: \_\_\_\_\_ C54768E7AE074B0...  
 Its: Director, Parks and Recreation

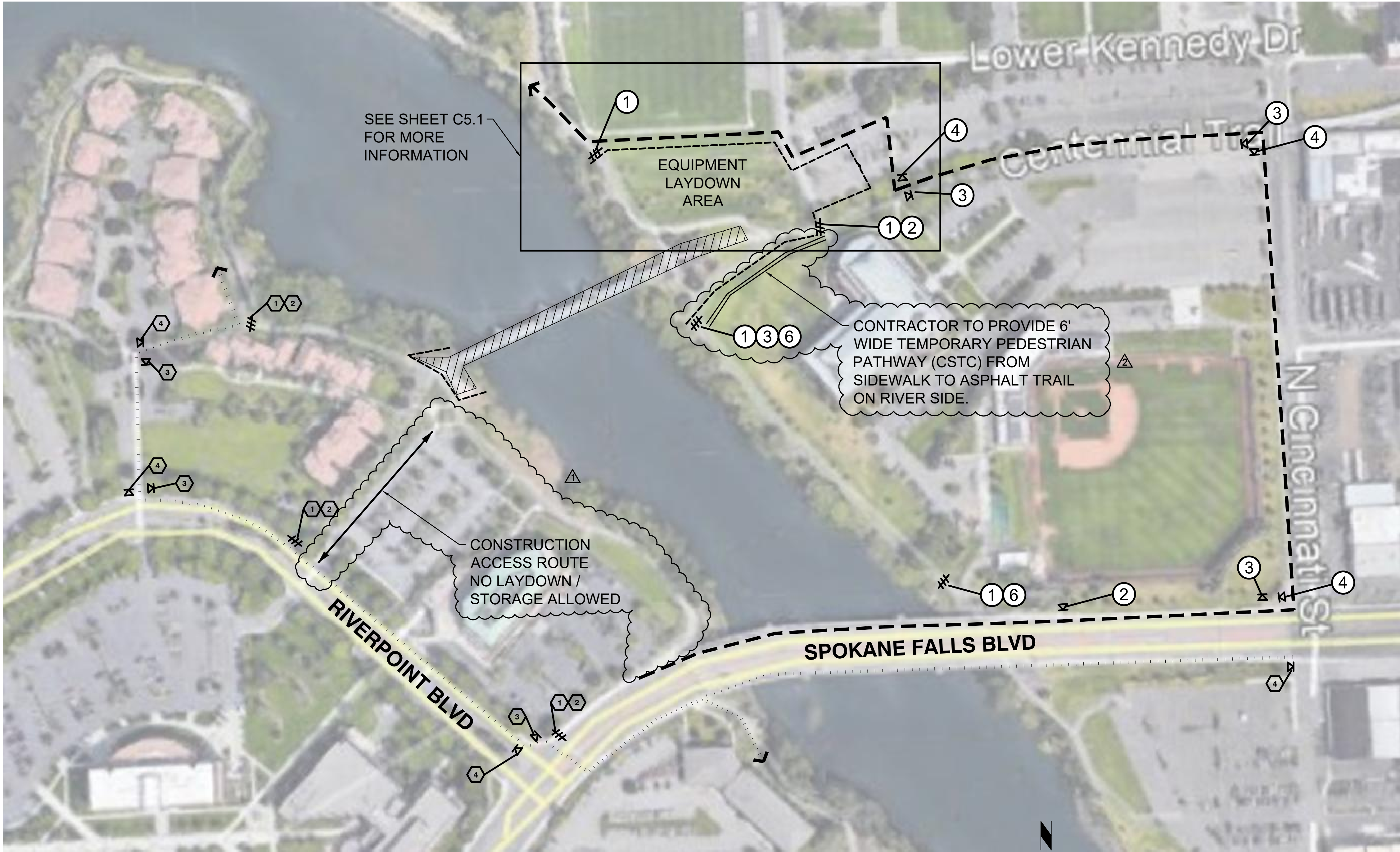
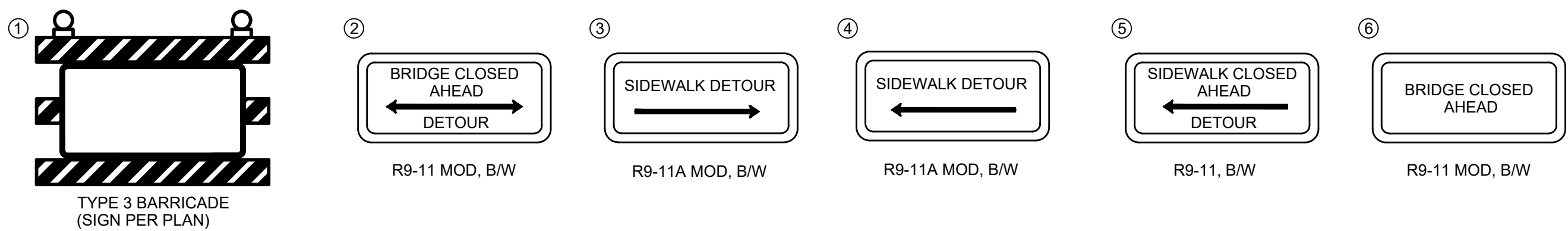
Approved as to form:

DocuSigned by:  
  
 59DFB076D0684D7...  
 Assistant City Attorney

## PERMIT TO ENTER EXHIBIT 'A'

Depiction of the Property





NOTES

1. CONTRACTOR SHALL MAINTAIN PEDESTRIAN AND BICYCLE ACCESS (MIN. 8' CLEAR) ALONG THE SOUTH SHORELINE TRAIL. THE SOUTH SHORELINE TRAIL SHALL ONLY BE FULLY CLOSED FOR A TOTAL OF 45 CALENDAR DAYS. DURING THE CLOSURE, CONTRACTOR SHALL DEVELOP AND SUBMIT A TRAFFIC CONTROL PLAN WHICH DETOURS PEDESTRIANS AND BICYCLES ALONG THE ALTERNATE DETOUR ROUTE SHOWN. TRAFFIC CONTROL MUST INCLUDE DEDICATED BICYCLE LANES ALONG RIVERPOINT BLVD.

2. THE CONTRACTOR MAY ACCESS THE SOUTH/WEST PROJECT SITE ALONG THE SOUTH SHORELINE TRAIL, WHEN CLOSED, BY ENTERING FROM SPOKANE FALLS BLVD. THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN WHICH EITHER CLOSSES 1 LANE OF TRAFFIC OR USES FLAGGERS TO PROVIDE SAFE ACCESS TO THE TRAIL. ANY DAMAGE CAUSED BY THE CONTRACTOR'S EQUIPMENT TO THE EXISTING CONCRETE SIDEWALKS OR PAVED SHARED PATH SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR SHALL NOTIFY THE CITY A MINIMUM OF 5 DAYS PRIOR TO IMPLEMENTING A TRAFFIC CONTROL CHANGE.




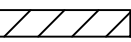




4. WHEN CROSSWALKS OR OTHER PEDESTRIAN FACILITIES ARE CLOSED OR RELOCATED, TEMPORARY FACILITIES SHALL BE DETECTABLE AND SHALL INCLUDE ACCESSIBILITY FEATURES CONSISTENT WITH THE FEATURES PRESENT IN THE EXISTING PEDESTRIAN FACILITY AND SHALL MEET THE MINIMUM WIDTH REQUIREMENTS FOR ACCESSIBILITY.

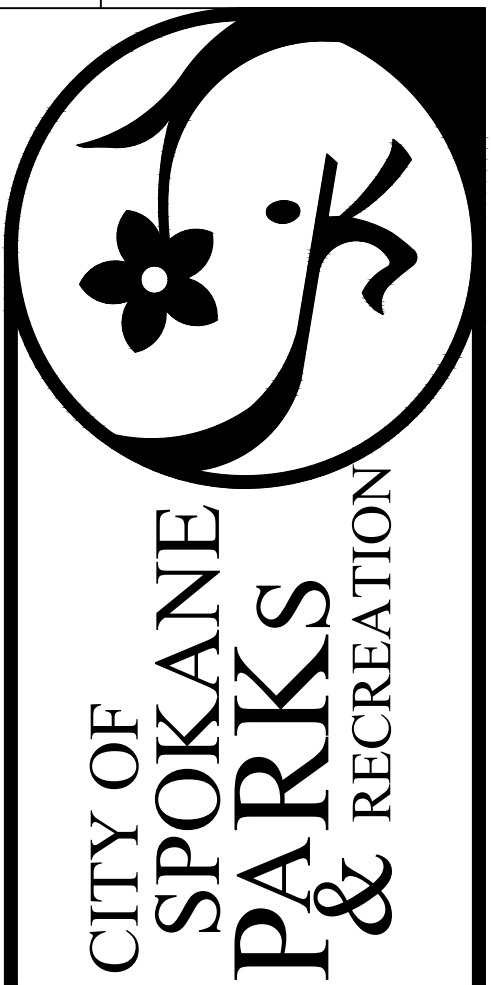
5. CONTROLS SHOWN ARE FOR PEDESTRIAN TRAFFIC ONLY.

6. USE WARNING LIGHTS ON BARRICADES.

7. FOR SIGNS SIZE REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. (MUTCD) AND WSDOT SIGN FABRICATION MANUAL M55-05.

LEGEND

-  SIGN LOCATION
-  TYPE 2 BARRICADE
-  6' CHAINLINK CONSTRUCTION FENCING
-  WORK ZONE
-  DETOUR ROUTE
-  ALTERNATE DETOUR ROUTE
-  DETOUR ROUTE SIGNS
-  ALTERNATE DETOUR ROUTE SIGNS



DON KARDONG  
BRIDGE REHABILITATION

PED. DETOUR PLAN

BAR IS ONE INCH ON ORIGINAL  
DRAWING. IF NOT ONE INCH ON  
THIS SHEET, ADJUST SCALES  
ACCORDINGLY

DATE: 3/4/22  
DRAWN BY: KJM  
CHECKED BY: MAS  
PROJECT NO: PW ITB #5203-19

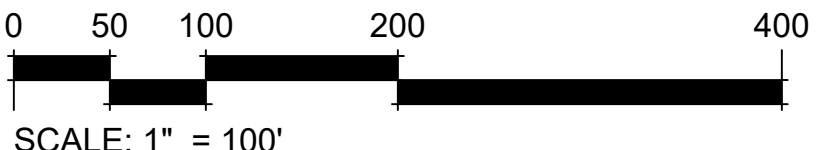
REVISION

ADD. #1 3/21/22	3
ADD. #2 3/28/22	4

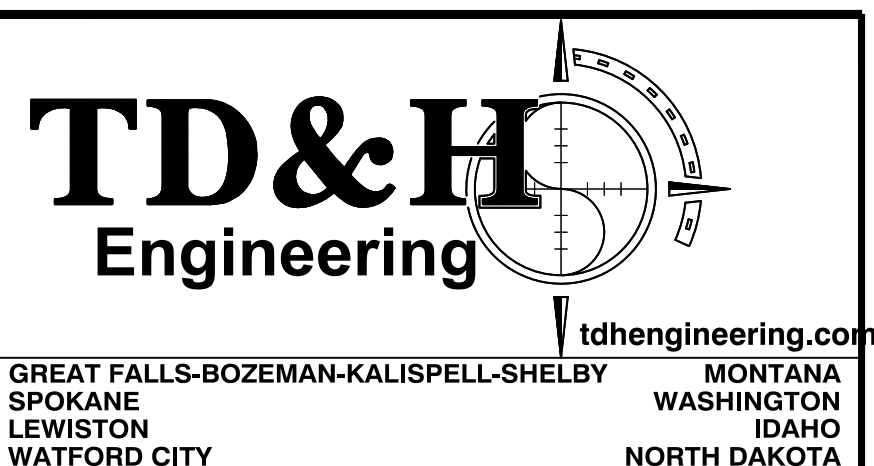
SHEET 7 OF 49

C5.0  
PEDESTRIAN DETOUR PLAN

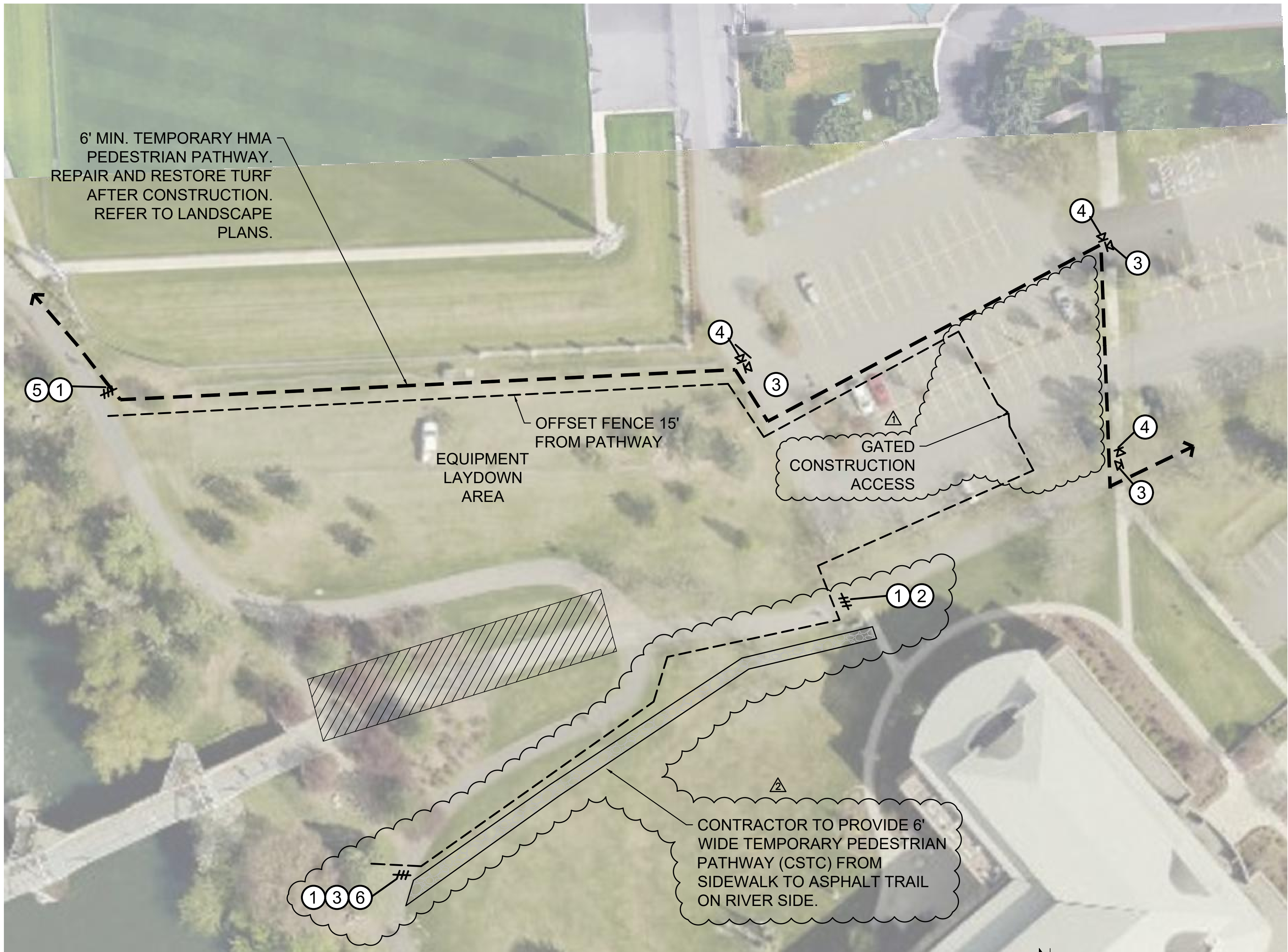
PEDESTRIAN DETOUR PLAN



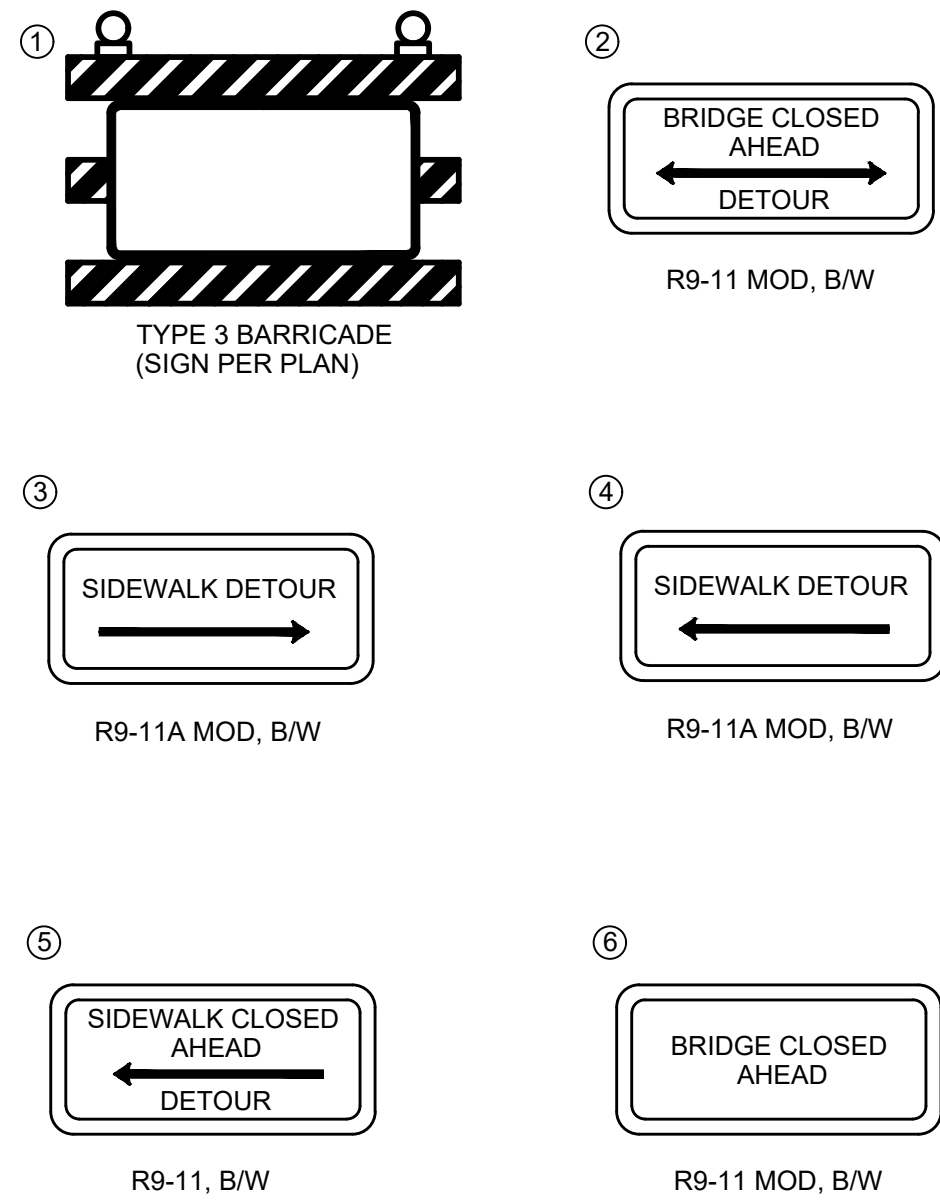
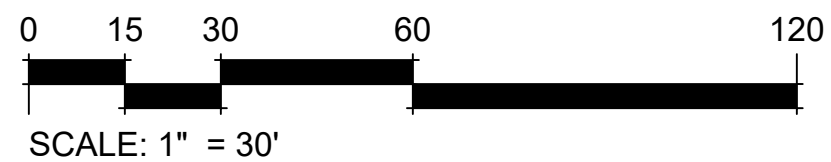
Know what's below.  
Call before you dig.







PEDESTRIAN DETOUR PLAN DETAIL



- LEGEND**
- SIGN LOCATION
  - TYPE 2 BARRICADE
  - 6' CHAINLINK CONSTRUCTION FENCING
  - WORK ZONE
  - DETOUR ROUTE

- NOTES**
- CONTRACTOR SHALL RESTORE LANDSCAPING IN THE EQUIPMENT LAYDOWN AREA, ALONG THE TEMPORARY PEDESTRIAN PATHWAY, AND WITHIN THE CONSTRUCTION FENCING. REFER TO LANDSCAPE PLANS FOR RESTORATION REQUIREMENTS.
  - CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE EXISTING ASPHALT PAVEMENT PATHWAYS, CONCRETE PAVERS, AND PARKING LOT PAVEMENT. PAVEMENT REPAIRS SHALL BE 2" HMA OVER 4" CSTC. CONCRETE PAVERS AND CONCRETE SIDEWALKS SHALL MATCH EXISTING CONDITIONS.
  - WHEN CROSSWALKS OR OTHER PEDESTRIAN FACILITIES ARE CLOSED OR RELOCATED, TEMPORARY FACILITIES SHALL BE DETECTABLE AND SHALL INCLUDE ACCESSIBILITY FEATURES CONSISTENT WITH THE FEATURES PRESENT IN THE EXISTING PEDESTRIAN FACILITY AND SHALL MEET THE MINIMUM WIDTH REQUIREMENTS FOR ACCESSIBILITY.
  - CONTRACTOR SHALL PLACE CONES DELINEATING PEDESTRIAN WALKWAY (MIN 3' CLEAR) THROUGH THE GONZAGA UNIVERSITY PARKING LOT.
  - CONTROLS SHOWN ARE FOR PEDESTRIAN TRAFFIC ONLY.
  - USE WARNING LIGHTS ON BARRICADES.
  - FOR SIGNS SIZE REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND WSDOT SIGN FABRICATION MANUAL M55-05.

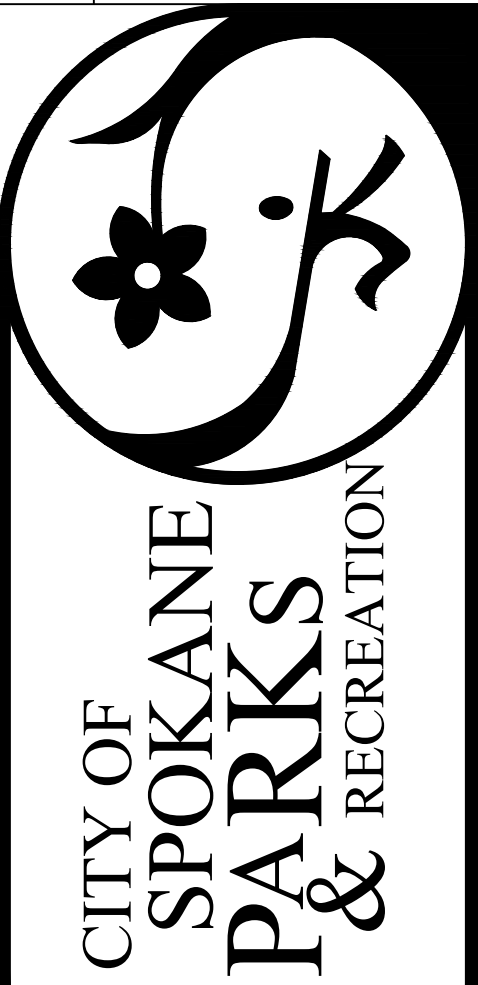


**TD&H**  
Engineering

GREAT FALLS-BOZEMAN-KALISPELL-SHELBY  
SPOKANE  
LEWISTON  
WATFORD CITY

tdhengineering.com

MONTANA  
WASHINGTON  
IDAHO  
NORTH DAKOTA



DON KARDONG  
BRIDGE REHABILITATION

PED. DETOUR PLAN

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		
DATE:	3/4/22	
DRAWN BY:	KJM	
CHECKED BY:	MAS	
PROJECT NO:	PW ITB #5203-19	
REVISION		
△ 1	ADD. #1 3/21/22	△ 3
△ 2	ADD. #2 3/28/22	△ 4
SHEET 8 OF 49		
C5.1		
PEDESTRIAN DETOUR PLAN		

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance Committee		
<b>Committee meeting date</b>	April 12, 2022		
<b>Requester</b>	Fianna Dickson	<b>Phone number:</b> 625-6297	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	New OPR; Cross ref - 2011-0031		
<b>Item title:</b> (Use exact language noted on the agenda)	Sponsorship Naming Opportunities		
<b>Begin/end dates</b>	Begins: 04/14/2022	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> <ul style="list-style-type: none"> <li>This list is meant to identify all of the places and programs available for naming sponsorship.</li> <li>If the list is approved by the Park Board, a staff team would take the following next steps:           <ul style="list-style-type: none"> <li>Determine what assets make sense to coordinate in-house, and which are best suited for a professional sponsorship sales consultant (or similar)</li> <li>Draft a Request for Proposals (or similar) for a professional consultant to build and sell packages, soliciting potential sponsors on our behalf, and providing expertise around pricing, structure, and approach (expectations and parameters to be determined)</li> </ul> </li> <li>Policy reference: Sponsorship, donations, and naming policy (updated 2017)</li> </ul>			
<b>Motion wording:</b> Move to approve the list of assets available for sponsorship naming opportunities			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Fianna Dickson Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			



# Potential Assets Available for Naming Sponsorships

Park Board, April 2022





# Overview

- ▶ This list is meant to identify all of the Park assets available for naming sponsorship
  - ▶ Places
  - ▶ Programs
  - ▶ Projects
  - ▶ Equipment
- ▶ Not all would be named, but gives us a list of options
- ▶ Naming of places and features would follow the Sponsorship, Naming, and Donation policy (updated 2017)

# Naming of a Park, Facility, or Feature

- ▶ Policy relates to naming parks, facilities, and features (i.e. “Acme Park” “Acme Field” or “Acme Fountain”)
  - ▶ City Charter, Section 48, Park Board may designate by name any park and structures thereon
- ▶ Policy does not relate to naming of an event, program, or project (i.e. “Acme Skate Night” or “Acme Softball Tournament”)
- ▶ Criteria and process for naming are outlined
- ▶ Park Board approval required when assets have a contract dollar value >\$20,000 and/or >5 years in duration
- ▶ Any place that is already named would not be available, unless Park Board desires to re-name it.

# Possible Next Steps

- ▶ If a list is approved by the Park Board, a staff team would take the following next steps:
  - ▶ Determine what assets make sense to coordinate in-house, and which are best suited for a professional consultant
  - ▶ Draft a Request for Proposals (or similar) for a professional consultant
    - ▶ provide expertise around pricing, structure, and approach
    - ▶ build & sell packages
    - ▶ solicit potential sponsors on our behalf
    - ▶ (expectations and parameters to be determined)



Questions?  
Thank you





**Potential Parks & Recreation Assets  
Available for Naming Sponsorship**  
Updated: March 9, 2022

#### Overview

- This list is meant to identify all of the places and programs available for naming sponsorship.
- Any place that is already named would not be available, unless Park Board desires to re-name it.
- If the list is approved by the Park Board, a staff team would take the following next steps:
  - Determine what assets make sense to coordinate in-house, and which are best suited for a professional sponsorship sales consultant (or similar)
  - Draft a Request for Proposals (or similar) for a professional consultant to build and sell packages, soliciting potential sponsors on our behalf, and providing expertise around pricing, structure, and approach (expectations and parameters to be determined)
- Policy reference: Sponsorship, donations, and naming policy (updated 2017)
- Agreement references: MOU with Spokane Parks Foundation for the Campaign for Riverfront Spokane (expires Nov. 2022). Numerica Skate Ribbon & SkyRide naming agreement.

## Places

#### Sports fields or courts

- Soccer
- Football
- Softball/Baseball
- Tennis/Pickleball
- Futsal
- Basketball (those not sponsored by Hooptown USA)

#### Facilities within parks

- Pools
- Splash pads
- Ponds
- Bridges
- Picnic shelters
- Benches/tables
- Drinking fountains
- Community gardens or flowerbeds
- Playgrounds
- Pathways
- Pavers
- Meadows
- Trails and trailheads

#### Specialty parks

- Skate parks
- Dog parks
- Disc golf and youth disc golf courses

#### Specific assets in parks

- Finch Arboretum conference rooms inside the Woodland Center
- Corbin Art Center classrooms or porch
- Shadle Park performance stage
- Redband Park river put-in
- Manito Park loop drive
- Merkel RV lot
- Merkel BMX track
- Merkel Synthetic Turf Fields
- Camp Sekani parking area

#### Park Operations

- Complex
- Conference rooms

#### Golf

- Courses (course would maintain the name, but add after name, "Presented by")
- Patios
- Pavers
- Sponsor items could include flags, sticks, tee markers, range balls/targets, score cards

#### Riverfront Park

*\*Indicates Park Board has already approved naming (2019)*

- U.S. Pavilion\*
- U.S. Pavilion conference rooms\* (1 SkyRoom, 2 meeting rooms) (Family name only)
- U.S. Pavilion terraced seating\* (10) (Family name only)
- Numerica Skate Ribbon party room\* (Family name only)
- Looff Carrousel animals\* (54) (adoption recognition only, not naming of animals)
- Looff Carrousel party rooms\* (4) (Family name only) & patio
- Boardwalks at Red Wagon Meadow or Looff Carrousel
- Clock tower stairwell & observation deck
- Dog park\*
- Plazas & overlooks
- Picnic shelters\* (North, Post St.)
- Meadows
- Bridges
- Butterfly\*

- Engraved pavers & fence tags\*
- Art markers

## Programs, Projects & Equipment

### Recreation

- Scholarship program
- Category sponsor, like Outdoor, Wellness & Enrichment, etc.
- Program sponsor, like Mobile Rec, TRS Powderhounds, youth golf, open gym volleyball, etc.
- Leagues or tournaments, like e-sports or adult athletics
- Winter grooming
- Aquatics swimming lessons, lifeguard training, free swim days
- Aquatics events like family nights or Youth Fishing Frenzy
- Adaptive equipment
- Outdoor recreation equipment (SUPs) & trailers (SUP, wine tour, kayak)
- Aquatics pool covers and funbrellas
- Transportation van
- Cornhole targets
- Recreation Activity Guide or Summer Camps Guide printing & distribution

### Riverfront Park

- Community Engagement programs, like Storytime at the Carrousel, free yoga & spin classes
- Community Engagement category, like Health & Wellness
- Light up the Night holiday tree walk & trail of lights
- Spring or Winter Market
- NYE and 4<sup>th</sup> of July Fireworks
- Ice Skating lessons, DJ nights, Cheap Skate nights, etc.
- Event venue grant program
- Community concerts

### Maintenance

- Annual garden planting program
- Adopt-a-park program
- Water conservation “water wise” replacement project area
- Goat grazing project area
- SpoCanopy tree planting project
- Art maintenance project
- Interpretive sign project

## Other/Misc.

- Banners at Merkel & SE Sports Complex sports fields



- Volunteer appreciation program
- Employee uniforms

10/27/17

# AGENDA SHEET FOR PARK BOARD MEETING OF: Oct. 12, 2017



Submitting Division  
Parks & Recreation

Contact Person  
Leroy Eadie

Phone No.  
625-6204

LGL 2011-0031

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

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

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

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

Beginning date: 10/12/17 Expiration date: \_\_\_\_\_ Open ended ☒

## AGENDA WORDING:

Approve the Sponsorships, Donations and Naming Recognition Policy revisions

RECEIVED

OCT 26 2017

CITY CLERK'S OFFICE

## BACKGROUND:

(Attach additional sheet if necessary)

The original policy from 2011 has been updated to better serve the needs of both Parks and Recreation, and community supporters. Key changes include a reorganization for improved clarity and highlights in gray.

## RECOMMENDATION:

Finance Committee approves to offer to the Park Board.

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

Revision of policy, changes marked by gray highlights. + Change on dir to 10.3.1

## SIGNATURES:

Requester - Leroy Eadie

Dept. Manager

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Qureshi

Legal Dept. - Pat Dalton

## DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant

Requester: \_\_\_\_\_

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

Oct. 12, 2017

<b><u>Fiscal Impact</u></b>	<b><u>Budget Account</u></b>
<b>Expenditure:</b> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;">0</div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div>	<div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div>
<b>Revenue:</b> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;">0</div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div>	<div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div>

☐

Existing vendor

☐

New vendor – If so, please include vendor packet

☐

**Supporting documents:**

☐

Quotes/Solicitation (RFP, RFQ, RFB)

☐

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

☐

Spokane Business registration expiration date: \_\_\_\_\_

☐

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

☐

(for new contractors/consultants/vendors) Insurance

☐

Certificate (minimum \$1 million in General Liability)

CITY OF SPOKANE  
PARKS AND RECREATION DIVISION  
ADMINISTRATIVE POLICY AND PROCEDURE

ADMIN 1400-11-07  
LGL 2011-0031

**TITLE: SPONSORSHIPS, DONATIONS, NAMING RECOGNITION OF PARKS  
AND RECREATION AREAS OR FACILITIES**

EFFECTIVE DATE: JULY 14, 2011

REVISION EFFECTIVE DATE: OCTOBER 12, 2017

## TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DIVISIONS/DEPARTMENTS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 GUIDING PRINCIPLES
- 7.0 RECOGNITION OF SPONSORSHIPS AND GIFTS
- 8.0 NAMING OF A PARK, FACILITY OR FEATURE
- 9.0 MEMORIALS, PLAQUES AND TRIBUTES
- 10.0 PLANNING AND FULFILLMENT
- 11.0 TERMINATION
- 12.0 RESPONSIBILITIES
- 13.0 APPENDICES

### 1.0 GENERAL

Spokane Parks and Recreation is a Division of the City of Spokane whose services are primarily funded from the City's general fund. In recent years demands upon these funds have increased, a trend that is expected to continue.

To maintain and enhance the City's parks and recreation system, Spokane Parks and Recreation is actively seeking to establish revenue streams and resources that will increase Parks' ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.

This policy will provide opportunities for the private sector to invest back into the community.

### 2.0 DIVISIONS/DEPARTMENTS AFFECTED

This policy and procedure shall apply to the Spokane Parks and Recreation Division.

### 3.0 REFERENCES

City Charter - Section 48. Park Board - Powers



## 4.0 DEFINITIONS

For the purpose of this policy, the following definitions apply:

- 4.1 "Advertising" - a form of marketing that is paid for by an individual or organization to attract the public's attention to a particular product or service.
- 4.2 "Division" - Spokane Parks and Recreation Division
- 4.3 "Department Directors" - senior Parks and Recreation management directly under the Director of Parks and Recreation or the Executive Officer who have responsibility for parks and recreation departments.
- 4.4 "Historical or Prominent Individuals/Families/Groups"- individuals, families or groups that have a historical connection to the City's heritage or have in some way made significant contributions to the Spokane community.
- 4.5 "Individual and Family Giving" – A donation garnered from members of the general public who desire to contribute financially to the Division, for which there may be some mutually agreed upon recognition benefit. Donations are typically driven by fondness or affection for Parks and Recreation, desire to memorialize self or loved ones, or in support of the Division mission.
- 4.6 "Interpretive sign" - a sign within a park that interprets natural, historic and/or cultural features.
- 4.7 "Logo" - a symbol or name that is used to brand an organization.
- 4.8 "Marketing" - all forms of promotional efforts to attract the public's attention to a particular product or service. Marketing opportunities offered to sponsors are specific to each sponsorship and detailed in the agreement in accordance with City laws and Division policies.
- 4.9 "Memorials and tributes" – plaques, benches, trees or other elements designed to honor an individual and/or in recognition of a contribution.
- 4.10 "Naming rights" – A financial transaction and form of advertising whereby a corporation or another entity purchases the right to name a park asset, typically for a defined period of time of three to 20 years, with the intent to promote its brand or market its programs and services.
- 4.11 "Park" – Division property designated as a park.

- 4.12 "Park asset" – Physical Division amenities, features and facilities identified by the Park Board as an opportunity for naming rights or individual and family giving.
- 4.13 "Park facilities" - buildings, outdoor fields, recreation, sports or entertainment facilities in which structured and unstructured activities are provided.
- 4.14 "Park feature" – fountains, artwork, amenities and similar.
- 4.15 "Plaque" - a flat memorial plate containing information that is either engraved or in bold relief that may be affixed to a park asset or displayed in a public place as a form of recognition.
- 4.16 "Program sponsorship" – A payment or in-kind service by a business to support a program, activity or special event of the Division in return for certain recognition benefits. Sponsorships will generally be a year or less in duration and not associated with a permanent park asset.
- 4.17 "Recognition benefits" – Opportunities provided to the sponsor or donor as an incentive or appreciation for charitable donations.
- 4.18 "Sign" - a structure that is used to identify a specific park, to convey directions/rules to park users, and/or to inform about a project or attraction. May be temporary or permanent.
- 4.19 "Sponsorship or donation agreement" - the legal instrument that sets out the terms and conditions agreed upon by the parties.

## 5.0 POLICY

- 5.1 It is the policy of Spokane Parks and Recreation Division to actively seek sponsorships, charge fees for advertising, and to accept donations and gifts where appropriate, for its events, services, parks, equipment and facilities. The purpose of such is to increase the Division's ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.
- 5.2 In appreciation of this support, it is the policy of the Division to provide suitable acknowledgement and recognition of these contributions. The recognition shall adhere to the aesthetic values and purpose of the Division's parks, facilities, and services, and to the recognition guidelines outlined in this policy.
- 5.3 Sponsorships and donations will be considered for the following broad

types of activities:

- 5.3.1 Event Sponsorship - financial or in-kind support for an event organized by the Parks Division on park property. Depending on the details of the agreement, the sponsor's name may or may not be directly linked to the event (e.g., a title sponsorship), and the sponsor may have a variety of temporary marketing opportunities.
  - 5.3.2 Park Facility or Feature - financial or in-kind support associated with the design, construction and/or ongoing maintenance and operation of a particular park or recreational, sport, entertainment or cultural facility. Recognition opportunities are negotiated with the agreement.
  - 5.3.3 Program Sponsorship - financial or in-kind support that facilitates the ongoing delivery of a particular citywide or site-specific program. Recognition of the sponsor could be associated directly to the program, or other marketing opportunities could be available, depending on the terms of the agreement.
  - 5.3.4 Memorials or Tributes – plaques, trees or similar in honor of a person or persons, with recognition benefits outlined in the proposal and agreement.
- 5.4 All sponsorships, gifts, donations, naming recognition, memorials, tributes and plaques shall be formalized legally in writing through a Sponsorship or Donation Agreement, and signed by a representative from each party.
- 5.4.1 The agreement should include a clear statement of the purpose, financial value, benefits associated including specific recognition and marketing opportunities, total costs, maintenance and replacement, each party's roles and responsibilities, and term and termination provisions.

## 6.0 GUIDING PRINCIPLES

The following principles form the basis of the Division's consideration of sponsorships, gifts and naming requests, and have been established to ensure all considerations are treated equitably.

- 6.1 Sponsorship, gift and donation proposals:
  - 6.1.1 Must directly relate to the intent of the facility or park, and its master plan or business plan.
  - 6.1.2 Cannot be made conditional on Division performance.
  - 6.1.3 Will not be accepted from organizations whose mission conflicts with the mission of the Division.
  - 6.1.4 Will provide a positive and desirable image to the community.
  - 6.1.5 Will provide benefits commensurate with the relative value of the sponsorship.
  - 6.1.6 Cannot limit the Division's ability to seek other sponsors.
  - 6.1.7 Will include an operating endowment or operating donation if the gift requires a level of service, maintenance or service

beyond current staffing levels.

6.1.8 Will enhance the design and visual integrity of the park/facility.

6.1.9 Will be evaluated individually and shall include, but not be limited to: products/services offered; sponsor's record of involvement in environmental stewardship and social responsibility; principles of the sponsor; sponsor's rationale for its interest; sponsor's expectations; and sponsor's timeliness and/or readiness to enter into an agreement.

## 6.2 Ethical Considerations

6.2.1 Sponsorships, gifts and donations may come with unintended consequences and need to receive careful consideration. On occasion, the Division may need to reject an offer under circumstances including, but not limited to: the potential sponsor contemporaneously seeks to secure a contract, permit or lease; the potential sponsor seeks to impose conditions that are inconsistent with the Division's mission, values, policies and/or planning documents; acceptance of a potential sponsorship would create a conflict of interest or policy (e.g., sponsorship from a tobacco company, political organization; the potential sponsor is in litigation with the City of Spokane.)

## 7.0 RECOGNITION OF SPONSORSHIPS AND GIFTS

7.1 The following principals will guide the recognition:

7.1.1 The recognition shall not detract from the visitors' experience or routine use, nor shall it impair the visual qualities of the site or be perceived as creating a proprietary interest.

7.1.2 All forms of recognition must meet Division design and maintenance guidelines.

7.1.3 Recognition shall not suggest in any way the endorsement of a sponsor's goods or services by the Division, or any proprietary interest of the sponsor in the Division.

7.1.4 All sponsorship, donation or naming rights agreements will be for a defined period of time having regard to the value and the life of the asset involved.

7.1.5 Benefits will be provided at a level of recognition and will specify costs commensurate with the contribution, as outlined in an annual plan by the Division.

7.1.6 All sponsorship marketing materials must be approved by the Division's Communication Manager.

7.1.7 The Division's Communication Manager must approve the use of the City's or Parks and Recreation's logos by the sponsor in their business publications.

7.1.8 All signs must comply with city ordinance.



- 7.2 Forms of recognition: The Division wishes to work closely with each donor to provide recognition that is meaningful to the donor. Acknowledgement may include one or more of the following:
  - 7.2.1 A thank you letter.
  - 7.2.2 Publicity through printed materials, publications, the Division website, social media, media releases, and through the sponsor's channels. Design standards of the Parks and Recreation Division will apply.
  - 7.2.3 Events such as a groundbreaking or ribbon cutting ceremony, private group tour or photo opportunity.
  - 7.2.4 Mayor, City Council and/or Park Board member acknowledgement at civic functions.
  - 7.2.5 Designated seating at an event, passes to an event, waived fee for facility use, or similar.
  - 7.2.6 Commemorative recognition such as a memorial, plaque or tribute (see Section 9.0).
  - 7.2.7 On-site recognition such as a temporary or permanent sign.
    - 7.2.7.1 The form of any on-site recognition shall be of an appropriate size and color, and shall not detract from the park surroundings or any interpretive message.
    - 7.2.7.2 The Division Communication Manager shall determine approval of the sign/plaque style and design, and inclusion of a sponsor's name and/or logo.
    - 7.2.7.3 The placement of temporary signs and plaques shall be determined between the Communication Manager and the appropriate Department Director. In the event of consensus not being reached, the Parks and Recreation Director's decision shall be final.
    - 7.2.7.4 Permanence of the sign is limited to the life of the asset.
  - 7.2.8 Name association to an event, program or project.
  - 7.2.9 Naming of a facility, feature or park (see Section 8.0).
- 7.3 Determining the form of recognition
  - 7.3.1 Annually, sponsor/donor opportunities and recognition tiers should be developed and/or reviewed by the Communication Manager and/or consultants or staff designated by the Director in collaboration with appropriate Department Directors.
  - 7.3.2 Annually, recommended sponsor/donor opportunities and recognition tiers should be presented to and approved by the Director and the Park Board.
  - 7.3.3 In determining the type and extent of recognition benefits, current market research data and cost analyses will be used to determine the value for each tangible and intangible benefit offered.
  - 7.3.4 If a recognition plan involves naming of a park, facility or feature within a park, the naming procedures will apply (Section 8.0).
- 7.4 Sample of sponsor/gift opportunities and recognition tiers: Each

sponsorship is negotiated and tailored; however, a hierarchy of benefits is associated with varied levels of sponsorships. The following are examples of benefits that may be included at various levels:

- 7.4.1 Lower investments may offer banner placements, give-away opportunities, recognition without logo in publications and social media, mention in a press release, recognition in remarks at the event, and recognition on site signs.
- 7.4.2 Mid-level investments may offer the above in addition to logo placement or advertisements in publications/print materials (e.g., the Activity Guide) and social media, passes or special access to events, product sampling, and waived fees for facility use.
- 7.4.3 High-level sponsorships may include the above plus name association to an event or program, designation as the official sponsor of an event or program, permanent signs or plaques, or naming rights of a park, facility or feature.

## 8 NAMING OF A PARK, FACILITY OR FEATURE

The following principles form the basis of the Division's consideration of naming or re-naming parks, facilities and features within a park (e.g., "Acme Park" or "Acme Field" or "Acme Fountain"). They do not apply to the associated naming of an event, program or project (e.g., "Acme Skate Night" or "Acme Softball Tournament"); those are temporary program name associations in accordance with the annual sponsor opportunities.

- 8.1 In accordance with the City Charter, Section 48, the Park Board may designate by name any park and structures thereon.
- 8.2 The recommendations for park, facility and feature names will be based on and chosen from the following criteria:
  - 8.2.1 Historic events, places and people related to Spokane and the region
  - 8.2.2 Exceptional individuals who have positively impacted parks and recreation in Spokane and the region
  - 8.2.3 In commemoration of a group or individuals who perished or survived a tragic event or war
  - 8.2.4 A suitable program or community related name which denotes an appropriate linkage to its function
  - 8.2.5 Living nominees must have been deemed by Park Board and the community to have made an outstanding contribution to the City
  - 8.2.6 Living political nominees must be retired from political life for at least five (5) years
  - 8.2.7 In recognition of a significant donation covering one or preferably more of the following:
    - 8.2.7.1 Sixty percent (60%) or more of the cost of the particular park or facility, or one hundred percent (100%) of the feature
    - 8.2.7.2 Deeding to the City all of the land on which the park,

- facility or feature will be situated
- 8.2.7.3 Some long-term endowment for the repair and maintenance of the donated park; facility or feature
- 8.2.7.4 The provision of costs that will service program needs
- 8.2.8 The duplication or repeat use of names will be avoided, where possible.

### 8.3 Renaming of a Park, Facility or Feature

- 8.3.1 Proposals to rename parks are not allowed unless Park Board determines a legitimate public interest to do so.
- 8.3.2 Proposals to rename facilities or features will be considered in accordance with any naming rights agreements (e.g., a 10-year agreement for naming rights to "Acme Fountain.")

### 8.4 Process for Naming Parks, Facilities and Features

- 8.4.1 Anyone wishing to propose a name for a park, facility or feature must submit a written request to the Director. The request should include a brief synopsis of the reasons for the proposed name.
- 8.4.2 All naming opportunities shall be developed under the guidance of the Communication Manager and/or a designated consultant in collaboration with the appropriate Department Director.
- 8.4.3 The Communications Manager or other Parks staff may meet with neighborhood representatives, other City government organizations (e.g., Historic Preservation, Planning Services), or organizations concerned with parks and/or park facilities in order to prepare a recommendation.
- 8.4.4 For assets with an annual contract dollar value at or less than \$20,000/year and/or at or less than five (5) years in duration, decisions about naming rights will be made within the Division and appropriate Department, and will not require Park Board approval (only Park Board notification through the appropriate committee).
- 8.4.5 For assets with an annual contract dollar value greater than \$20,000 and/or greater than five (5) years in duration, the naming rights proposal will be submitted to the Park Board through the appropriate committee for approval.
- 8.4.6 Accepted proposals will adhere to the City Charter, and all other relevant guidelines and procedures as previously outlined.
- 8.4.7 If a new park or facility is completed and no fitting suggestion for a name has come from the community or in association with a gift, the Park Board will select a name and may involve community outreach (e.g., nominations, contest, etc.).

## 9.0 MEMORIALS, PLAQUES AND TRIBUTES

The following principles form the basis for the Division's consideration of memorial, plaque or tribute proposals and to help prevent proliferation of memorials, plaques and tributes:

- 9.1 Memorials, plaques or tributes should benefit the general public as a first priority with the benefit to the donor or honoree as a secondary goal.

- 9.2 Inventory options vary by location and are dependent upon space and need. The Director or Assistant Director of Park Operations will review and approve all requests.
- 9.3 An agreement will be consummated to include responsibilities related to the memorial or plaque, including but not limited to: installation costs including on-going upkeep, and replacement or repair costs.
- 9.4 Proposals of memorials, plaques or tributes in parks and recreation areas may include:
  - 9.4.1 New trees, tree replacement or seasonal planting beds;
  - 9.4.2 New or replacement park benches, picnic tables, barbeque pit stands, drinking fountains, or trash receptacles;
  - 9.4.3 New or replacement picnic shelters, play equipment or water misting stations
- 9.5 Accepted proposals will adhere to all other relevant guidelines and procedures as previously outlined.
- 9.6 Process for Memorials, Plaques and Tributes
  - 9.6.1 All memorial and plaque requests must be in writing and shall be referred to the Communication Manager.
  - 9.6.2 The Communication Manager is responsible for evaluation of requests and the provision of a recommendation to the Director of Park Operations or appropriate Department Director.
  - 9.6.3 The Communication Manager will liaise with the appropriate Department Director to execute the necessary agreement and benefit recognition provisions.

## 10.0 PLANNING AND FULFILLMENT

- 10.1 Sponsor and donation recognition will be determined as outlined in Section 7.0.
- 10.2 Solicitation Planning
  - 10.2.1 The Communication Manager and any designated consultants, in consultation with the Division Director and appropriate Department Directors, shall develop an on-going accrual plan that includes prioritized opportunities for the purpose of solicitation.
  - 10.2.2 Sponsorships and giving opportunities are either initiated by the Division through a formal Request for Sponsors (RFS) process, initiated by the Division or their representative based on perceived potential interest of a specific sponsor/donor, or self-initiated by the potential sponsor/donor.
  - 10.2.3 Identified opportunities shall be approved by the Director and subsequently communicated to the Spokane Parks



Foundation to facilitate an integrated approach to the procurement and management of sponsorships and gifts/donations by the two organizations.

10.2.4 Selected Parks and Recreation staff, Park Board members, and elected officials may be tasked with soliciting sponsors in accordance with the plan and upon their willingness.

10.2.5 All unsolicited sponsorship proposals shall be referred to the Communication Manager or designated consultant who shall be responsible for their evaluation and the provision of a recommendation to the appropriate authority level.

#### 10.3 Fulfillment of Agreements

10.3.1 The Communication Manager shall liaise with the appropriate Department Director or their designee to execute the necessary sponsorship agreement and benefit recognition provisions.

10.3.2 Fulfillment of the promised recognition shall be the shared responsibility of the Communications Manager and the appropriate Department Director or their designee.

#### 10.4 Monitoring and Performance Reporting

10.4.1 It will be reported annually by the Communication Manager or designated consultant to the Park Board the number of active sponsorships/donations and their dollar value.

### 11.0 TERMINATION

The Division reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement that result in a conflict with this policy or if the agreement is no longer in the best interests of the Division. Decisions to terminate an agreement shall be made by the Director. Circumstances include but may not be limited to: the sponsor seeks to impose conditions that are inconsistent with the Division's mission, values, policies, and/or planning documents; a conflict of interest or policy arises during the agreement period; the potential sponsor is in litigation with the City of Spokane.

### 12.0 RESPONSIBILITIES

The Director of Parks and Recreation shall administer this policy.

### 13.0 APPENDICES


None

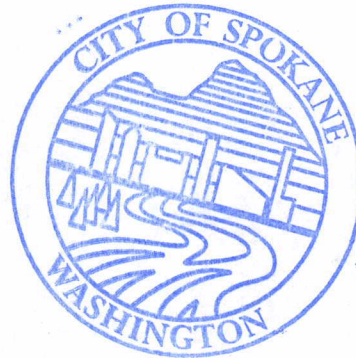
APPROVED BY: Pat Dalton

Director of Parks and Recreation

Date

~~Date~~

Attest:   
Spokane City Clerk (10/27/17)





## Quarterly Marketing & Communications Update

### Q1 2022

#### Social Media

Platform Growth	Parks & Recreation	Riverfront
Facebook	1% (Top Post: Frozen Mystic Falls)	1% (Top post: North Suspension Bridge Re-Opening)
Twitter	1% (Top Post: Frozen Mystic Falls)	2% (Top post: Cooper Kupp Clock Tower Lighting)
Instagram	2% (Top Post: Winter Riverfront Drone Photo)	1.5% (Top post: Cooper Kupp Clock Tower Lighting)

#### Earned Media Highlights

- Park Operations: Manito Japanese Gardens season opening, Gaiser Conservatory tour
- Riverfront: Valentines on Ice, end of ice skating season, maintenance projects, Spokane Humane Society donation to dog park
- Recreation: SEEK scholarships, Esports programs, Palouse outdoor trip, golf course openings, Summer Corbin Art Center camps
- Park Planning: ARP funding for projects, City-wide dog park study, North Suspension Bridge opening, Jess Roskelley Foundation play equipment at Audubon Park
- All: Several Inlander Best Of awards

#### Direct Mail & Distributions

- Riverfront Activity Post Card – sent to 17,000 homes in March

#### Print & Digital Ads

- Spring Activity Guide ads
- Spring Activity Guide electronic distributions, digital formatting with an average 5 minute read time
- Spokane Public Schools emails for Lifeguard and Swim Instructor hiring
- Riverfront Social Ads: Unlimited Ice Pass Promo, Riverfront Market Call for Vendors
- Parks & Recreation Social Ads: Winter Activity Guide, Winter Outdoor Trips, Winter TRS Activities, Hiring, Fitness & Wellness Programs, Spring Sports
- Wedding-Spot.com: Venue Directory Launch (Wedding Rental Promo for Loeff, Pavilion, Manito)
- “We’re Hiring” banners across 20 parks

#### Events & Conventions

- Bridal Show (Jan 22-23)
- Golf Show (Feb. 19-20)
- Outdoor Show (Feb. 19-20)

#### Partnerships & Sponsorships

- Riverfront: 2022 Sponsorship Renewal - TDS Fiber
- Riverfront: New Sponsorships - LeafGuard (Spring Market), Windermere Real Estate (Riverfront Story Walk)
- Riverfront: Fit for Bloomsday Promotion (50% off Loeff Carousel)